



REQUEST FOR PROPOSAL (RFP)
for
CONSULTANCY ASSIGNMENTS
Firms
Lump sum - QCBS
(Price included as a Selection Factor)

Appointment of Consultant for providing Consultancy Services for “Preparation of Project Report for Development of Grid of Road Network Plan for Chennai Metropolitan Area (CMA) – Phase II”

CHENNAI METROPOLITAN DEVELOPMENT AUTHORITY
NO. 1, GANDHI IRWIN ROAD,
THALAMUTHU NATARAJAN BUILDING,
EGMORE, CHENNAI – 600 008

LETTER OF INVITATION

Dear Sirs,

Subject: Appointment of Consultant for providing consultancy services for “Preparation of Project Report for Development of Grid of Road Network Plan (in 143 villages) for Chennai Metropolitan Area (CMA) – Phase II”- reg.

1. You are hereby invited to submit pre-qualification, technical and financial proposals for providing consultancy services for “Preparation of Project Report for Development of Grid of Road Network Plan for Chennai Metropolitan Area (CMA) – Phase II” to be taken up by Principal Secretary / Member Secretary, CMDA, which could form the basis for future negotiations and ultimately a contract between your firm and The Principal Secretary / Member Secretary, CMDA, Egmore, Chennai – 600 008.
2. The purpose of this assignment is for providing consultancy services for “Preparation of Project Report for Development of Grid of Road Network Plan for Chennai Metropolitan Area (CMA) – Phase II” as mentioned in the Terms of Reference (ToR).
 - 2.1 Client means The Member Secretary, CMDA.
3. A firm will be selected under Quality and Cost Base Selection (QCBS) procedures described in this RFP and in accordance with the procurement guidelines of the TAMIL NADU TRANSPARENCY IN TENDERS ACT, 1998 and RULES 2000 as amended from time to time.
4. The following documents are enclosed to enable you to submit your proposal:
 - a) Terms of reference (TOR) (Annexure 1);
 - b) Pre-qualification Criteria (Annexure 2);
 - c) Supplementary information for firm, including a suggested format of curriculum vitae of key personnel (Annexure 3);
 - d) A Sample Draft Agreement of Contract for this assignment to be carried out by the Firm (Annexure 4); and
 - e) Bank Guarantee format (Annexure 5);

5. A pre-proposal conference open to all prospective firms will be held on **03.12.2018 @ 15.00 hrs** in the **TNUIFSL, No. 19, T.P. Scheme Road, Raja Annamalai Puram, Chennai – 600 028**. The prospective firms will have an opportunity to obtain clarification regarding the scope of the work, terms of reference, contract conditions and any other pertinent information.

The Clarification/Amendments if any in the Pre – Proposal Conference will be published only in the Government Web site www.cmdachennai.gov.in, www.tenders.tn.gov.in, and www.tnuifsl.com

*The Principal Secretary / Member Secretary or
Chief Planner (Master Plan Unit) or his representative,
Chennai Metropolitan Development Authority (CMDA),
No. 1, Gandhi Irwin Road, Thalamuthu Natarajan Building,
Egmore, Chennai – 600 008,
Phone / Fax No: 28528008 / 28414355 Fax: 28548416
Email: mcmda@vsnl.com*

Please ensure that advance intimation regarding your visit is sent to enable them to make appropriate arrangements.

6. The Submission of Proposals:

- 6.1 The proposals addressed to Principal Secretary / Managing Director, TNUIFSL shall be submitted in three parts, viz., Pre-qualification, Technical and Financial and should follow the form given in the "Supplementary Information for Firms."
- 6.2. The "Pre-qualification", "Technical" and "Financial" proposals must be submitted in three separate sealed envelopes (with respective marking in bold letters) following the formats/schedules given in the Pre-qualification for firms (Annexure-2), supplementary information for firms (Annexure-3). The first envelope marked "Pre-qualification criteria" in one separate cover, viz., Cover-1 must be sealed with sealing wax and initialed twice across the seal. This cover should contain the Earnest Money Deposit (EMD) of **Rs. 2,00,000/-** in the form of Demand Draft to be taken in the name of "The Member Secretary, CMDA,

Egmore, Chennai – 600 008”. The EMD of unsuccessful firms will be returned within 45 days of the date of completion of selection / tender process.

- 6.3 The second envelope, viz., Cover-2 marked "Technical proposal for the captioned project" must also be sealed and initialled twice across the seal and should contain information required in Annexure 3 viz., supplementary information for firms.
- 6.4 The first and second envelopes should not contain any cost information whatsoever. The third envelope viz., Cover-3 marked 'Financial Proposal for the captioned project'" must also be sealed and initialled twice across the seal and should contain the detailed price offer for the firm's services.

You will provide detailed breakdown of costs and fees in the format prescribed in Form 6:

The sealed envelopes Cover 1, Cover 2 and Cover3 should again be placed in a separate sealed in one cover, which shall be clearly marked with the name of the assignment and received in the office of the **Tamil Nadu Urban Infrastructure Financial Services Limited (TNUIFSL), No. 19, T.P. Scheme Road, Raja Annamalai Puram, Chennai – 600 028**, up to 15.00 hours on **26.12.2018**.

If the cover of proposals is not marked with the name of the assignment indicating the bid submission date and time, the cover will not be opened and returned to the firm unopened treating as “Not Qualified”.

6.5 Opening of proposal

The proposals (first envelope (cover 1) containing pre-qualification criteria only) will be opened by the Member Secretary, CMDA or his authorized representative in TNUIFSL office at 15.30 hours on **26.12.2018**. It may please be noted that the second envelope containing the technical proposal will not be opened until pre-qualification criteria is evaluated, and detailed price offer will not be opened until technical evaluation has been completed and the result approved and notified to all firms.

7. **Evaluation**

7.1 A three-stage procedure will be adopted in evaluating the proposals:

- i) a pre-qualification of firms will be verified, which will be carried out prior to opening of technical proposal (as per Annexure 2)
- ii) a technical evaluation of the pre-qualified firms, which will be carried out prior to opening any financial proposal;
- iii) a financial evaluation.

7.2 Pre-qualification for Universities or colleges with Planning courses recognised by AICTE and ITPI

The Universities or colleges with Town Planning Courses who have the following qualifications may submit the proposal

- i) Should have done not less than two similar assignments in the last 5 years. (Assignment along with client certificate only considered for evaluation)
- ii) Average annual turnover of not less than Rs. 25 lakhs from consultancy fees. Copies of work orders issued should be enclosed. (Payment receipt proof)
- iii) Covers without EMD will be treated as non-responsive and will be disqualified.

7.3 *Pre-Qualification for others*

Firms who have the following qualifications may submit the proposal along with necessary proof –

- i) Consultants who have done at least three similar assignments in the last 5 years. (Assignment along with client certificate only considered for evaluation)
- ii) Average annual turnover of Rs. 2.00 crores from consultancies. Audited financials shall be submitted as proof.
- iii) Covers without EMD will be treated as non-responsive and will be disqualified.

It should be noted that “assignment along with client certificate (work order, completion certificate, other certificate from the client) will only be considered for evaluation”.

Only proposals of firms determined to be qualified will be considered for technical and financial evaluation. The technical and price envelopes of others will not be considered and returned unopened after completing the selection process.

7.3 Technical Proposal

The evaluation committee appointed by the Client will carry out its evaluation of qualified firms’ technical proposal applying the evaluation criteria and point system specified below. Each responsive proposal will be attributed a technical score (St).

- i) the quality of the methodology proposed (25 points); and
- ii) the qualifications of key staff proposed for the assignment (75 points).

S. No	Key Professionals	Marks
1	Team Leader	30
2	Transport Planner	20
3	Urban Planner	15
4	GIS Specialist	10
	Total	75

Curriculum vitae of senior personnel in each discipline for assessing the qualifications and experience of the personnel proposed to be deployed for the studies should be included with the proposal (in the format of the sample curriculum vitae). These personnel will be rated in accordance with:

- i) General qualifications - (30 points)
- ii) Adequacy for the project (suitability to perform the duties for this assignment. These include education and training, length of experience on fields similar to those required as per terms of reference, type of positions held, time spent with the firm etc) - (70 points)

Quality and competence of the consulting service shall be considered as the paramount requirement. Technical proposals scoring not less than 75% of the total points will only be considered for financial evaluation. The price envelopes of others will not be considered and returned unopened after completing the selection process. The client shall notify the consultants, results of the technical evaluation and invite those who have secured the minimum qualifying mark for opening of the financial proposals indicating the date and time.

The Team Leader proposed shall be full time for this assignment only

7.4 Financial Proposal

7.4.1 Opening:

The financial proposal shall be opened in the presence of the firms' representatives who choose to attend. The name of the firm, the quality scores and the proposed prices shall be read out and recorded. The client shall prepare minutes of bid opening.

7.4.2 Evaluation:

The evaluation committee will determine if the financial proposals are complete in accordance with ToR. The quoted price shall be corrected for arithmetical errors in accordance with Tender Transparency Rule 2000 and as amended there on.

The evaluation committee will determine if the financial proposals are complete and without computational errors. The evaluation shall exclude taxes.

The lowest financial proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores of all the proposals will be computed as follows: $Sf = 100 \times Fm/F$ (F - amount of financial proposal).

Proposals will finally be ranked according to their combined technical (St) and financial (Sf) scores using a weight of 75% for technical proposal and 25% for financial proposal.

$$S = St \times 0.75 + Sf \times 0.25$$

The Firm securing the highest score will be invited for negotiations.

8. Negotiations

- 8.1 Negotiations normally take a day. The aim is to reach agreement on all points and initial a draft contract by the conclusion of Negotiations.
- 8.2 Negotiations will commence with a discussion of your technical proposal, the proposed methodology (work plan), costing, staffing and any suggestions you may have made to improve the TORs. Agreement must then be reached on the final TORs, the staffing and staff months, logistics and reporting.
- 8.3 Changes agreed upon will then be reflected in the draft contract, using proposed unit rates **(after negotiation of the unit rates, including the man month rates, tax liability and all cost, etc).**
- 8.4 The negotiations will be concluded with a review of the draft form of Contract. The Client and the Firms will finalize the contract to conclude negotiations.
- 8.5 The Contract will be awarded after successful negotiations, with the selected Firm as per the Tamil Nadu Transparency in Tenders Act 1998 and Rules 2000 and as amended there on.

9. Fraud and Corrupt Practices

- 9.1 The Firm and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices"). Notwithstanding anything to the contrary contained in this Agreement, the Client shall be entitled to terminate this Agreement forthwith by a communication in writing to the Firm, without being liable in any manner whatsoever to the Firm, if it determines that the Firm has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Client shall forfeit and appropriate the

performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Client towards, interalia, the time, cost and effort of the Client, without prejudice to the Client's any other rights or remedy hereunder or in law.

10. Please note that the CMDA / TNUIFSL are not bound to select any of the firms submitting proposals. Further, as quality is the principal selection criterion, the CMDA / TNUIFSL does not bind itself in any way to select the firm offering the lowest price.
11. The selected firm shall not disclose any information / data to others without the written permission of the CMDA.
12. You are requested to hold your proposal valid for 90 days from the date of submission without changing the personnel proposed for the assignment and your proposed price. The CMDA / TNUIFSL will make its best efforts to select a firm within this period.
13. Please note that the cost of preparing a proposal and of negotiating a contract including visits to CMDA / TNUIFSL, if any is not reimbursable as a direct cost of the assignment.
14. Assuming that the contract can be satisfactorily concluded in December 2018 / January 2019, you will be expected to take-up / commence with the assignment in December 2018 / January 2019.
15. The successful bidder will be invited for signing agreement. The bidder is requested to furnish a performance security at the rate of 5% of the finalized agreement value in the form of Irrevocable Bank Guarantee from any one of the Nationalized Bank / scheduled bank in India taken in favour of the Member Secretary CMDA, Chennai valid for a period of **_6_ months** or till the successful completion of the assignment and subject to extensions without any financial implications. The same will be released on successful completion of all the works satisfactorily. The validity of performance security will be extended according to the extension of contract period as per the agreement executed.

16. The Earnest Money Deposit of the successful Tenderer will be discharged when the Tenderer furnishes the required Performance Security and signs the Agreement.
17. The Earnest Money Deposit may be forfeited
 - If the bidder withdraws the tender after Tender opening during the period of validity of the tender.
 - If the bidder withdraws the Tender after the issue of letter of acceptance of his Tender.
 - In the case of a successful bidder, if the bidder fails within the specified time limit to:
 - furnish the required performance security or
 - sign the Agreement
 - accept the Letter of Intent
 - if the bidder has furnished incorrect information on qualification and experience.
18. The fees shall be quoted in Indian Rupees only. Please note that the remuneration which you receive from the contract will be subject to normal tax liability in India. Kindly contact the concerned tax authorities for further information in this regard if required.
19. Please note that mobilization advance will not be given to the Firm.
20. It is estimated that about 18 man-months of services will be required for the study and generally you should base your financial proposal on this figure. However, you should feel free to submit the proposal on the basis of man-months considered necessary by you to undertake the assignment.
21. Joint venture not allowed.
22. All documents relating to the Bid and all communications in connection with the Bid shall be in English language. All the pages should be serially numbered and signed by the Firms.

23. Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication / arbitration in accordance with the Arbitration & Conciliation Act 1996. The place of arbitration shall be at Chennai.
24. CMDA reserves the right to postpone / cancel this RFP at any point of time without assigning any reason, whatsoever.
25. Please note that conditional bids *are liable for rejection*.
26. Test of responsiveness:
 - i. Pre-qualification Proposal along with EMD – Cover – 1 (Signed and sealed copy of the RFP, Pre-proposal Minutes of the Meeting, Addendums issued, etc., shall be submitted as part of Cover 1, without any financials)
 - ii. Technical Proposal – Cover – 2
 - iii. Financial Proposal – Cover – 3
 - iv. All the pages of above proposals (addendums / corrigendum issued, if any) shall be duly sealed and signed by the bidders authorized representative.

Note: The proposals shall be submitted in the Office of Tamil Nadu Infrastructure Financial Services Limited, (TNUIFSL), No. 19, T.P. Scheme Road, RajaAnnamalai Puram, Chennai – 600 028.

Yours faithfully,

Sd/-xx... 20.11.2018
for Principal Secretary / Member Secretary,
Chennai Metropolitan Development Authority.

Enclosures:

1. Terms of Reference.
2. Supplementary Information to Firms.
3. Draft contract under which service will be performed.

Terms of Reference for Appointment of Consultant for providing consultancy services for “Preparation of Project Report for Development of Grid of Road Network Plan (in 143 villages) for Chennai Metropolitan Area (CMA) – Phase II”.

1. Background:

CMDA has been implementing several projects as part of the strategy propagated in the various Master Plans for CMA. These projects include development of transport terminals, wholesale markets and other infrastructure projects.

Now, CMDA has proposed to formulate a Grid of Road networks plan providing better connectivity and access to the major arterial and sub arterial roads in the villages enclosed.

In this regard, CMDA intends to appoint a consultant for preparation of Project Report for Development of Grid of Road Network Plan for Chennai Metropolitan Area (CMA) – Phase II”. Now CMDA has requested TNUIFSL to identify a consultancy firm for the above.

2. Objectives:

The objective of this assignment is to formulate and evolve an efficient Grid of Road network plan providing better connectivity and access to the major arterial and sub arterial roads along ORR and fast-growing areas in Southern sector of CMA.

3. Scope of the study:

The consultant has to make a detailed study on the existing road network in the given villages/area and propose a road network plan integrating the existing road network in connecting the arterial road.

- i) To extract and study the existing road network details from the high-resolution satellite imagery either free imagery or to be procured by the consultant and place it in the concerned revenue village map (digitized). The village maps will be provided by CMDA. Accuracy of the imagery to be procured by the consultant shall be checked with CMDA before procurement.

- ii) To extract the existing roads width and its connectivity with major roads in the village map and its adjoining areas based on field and secondary survey. The field survey should be cross checked in not less than 5% of the total no. of roads.
- iii) The approved layout roads as per the records of the CMDA have to be incorporated in the concerned village maps.
- iv) The link roads and Open Space Reservation (OSR) areas as per the records of the CMDA to be incorporated in the concerned village maps and furnished as soft copies.
- v) The street alignments proposed in the Second Master Plan (SMP) / Detailed Development Plan (DDP) (if any) and other Govt. Road proposals are to be incorporated in the village map.
- vi) All the physical constraints viewed from the high-resolution satellite images and based on site surveys and other maps are to be mapped.
- vii) The physical field survey to be carried out to assess the existing road network, its width, physical constraints, connectivity with the adjoining roads and over all road network plan to propose the suitable Grid of road network.
- viii) To incorporate the road / traffic / transportation infrastructure proposal of Government Departments / Agencies.
- ix) The proposed road network shall be with reference to the slope of the terrain and the natural drain. Wherever culverts are required, the same have to be proposed and as part of the cross section the positioning of storm water drain, service ducts (EB, Water Supply, Sewerage, ITC, Telephone etc.,) Footpath to be indicated.
- x) To evolve an efficient Grid of Road network plan providing hierarchy of roads in the neighborhood, better connectivity and access to major arterial and sub arterial roads mainly with in the given village and connecting the immediate adjoining areas. The minimum size of the Grid shall be 0.60 sq.km in area.

- xi) The Grid of road network plan to be prepared for the villages annexed and to be presented to CMDA.
- xii) The suggestion and improvements suggested by CMDA to be incorporated and submitted for final approval.
- xiii) The final Grid of Road Network Plan approved by CMDA to be incorporated in the revenue village maps marked to scale.
- xiv) The final report with maps to be submitted incorporating all the suggestion feedback in the form of hardcopy and softcopy.

4. Study area:

Grid of Road Network Plan to be prepared for 143 villages details as per Annex – A.

5. Timelines and deliverables:

The time of completion of the assignment is 6 months.

S. No	Stage	Deliverable	Timeline	Fee schedule
1.	Submission and approval of Inception Report	An overview of the project, along with a plan of action on how the consultant is proposing to execute the project with clear timelines and milestones. Data Collection, reviews based on secondary data from various stakeholders.	Within four weeks from the date of issue of LOA.	10% of the contract
2.	Submission and approval of Interim Report	Preparation of existing road network, incorporation of approved layouts, street alignments, link roads, OSR etc., and field survey collecting the details of existing road networks and other details. Conducting all Field Surveys with necessary outputs in the form of dwg format and as shapefiles, etc., as required.	Within ten weeks from approval of inception report	30% of the contract amount

S. No	Stage	Deliverable	Timeline	Fee schedule
4	Submission and approval of Draft Final Report	incorporation of field survey and formulation of proposed Grid of road network plan to CMDA	Within six weeks from approval of interim report	30% of the contract amount
5	Submission and approval of Final Report	final version of Grid of road network plan and report, incorporating the suggestions made by CMDA	Within four weeks from approval of draft report	30% of the contact amount

The consultants have to make necessary presentations and shall be available for discussions with necessary key personnel, before the Department / Government during various stages of the study as and when required, apart from the review committee reviews.

The consultant has to submit 7 copies for each of the deliverables and submit hard and soft copy of all reports and Auto CAD drawings. The hard copies shall be printed in duplex mode wherever possible. All the designs, data and editable version of the reports shall be submitted in the soft copies. The Final Report (Approved version) shall be submitted in hard bound 10 copies with soft copy (both Editable & non-editable and all drawings, etc) in Pen Drive. The report layout and arrangement of chapters shall be shared with the client prior to submission of the reports.

The consultants shall make necessary presentation to GoI, GoTN, departments, authorities on as required with their key staff during the study on as required basis.

5. Data, Service and Facilities to be provided by the Client

The land details, sketch / maps and data relating to this work are available in the office of CMDA will be provided to the Consultant. The Consultants can access all basic information from the CMDA website www.cmdachennai.gov.in. The consultant can also access the study reports/documents in SMP, CCTS and other related maps by CMDA.

6. List of Key Professionals:

Sl. No	Key Professional	Experience	Proposed Man month CMDA to confirm
1	Team Leader & overall coordinator / Urban Planner	Master's in urban planning with about 15 years' experience in Planning / Development in similar assignments	6
2	Transport Planner	Masters in Transport Planning with about 10 years experience in Planning / Development in similar assignments	4
3	Urban Planner	Urban Planning with about 5 years experience in Planning / Development in similar assignments	4
4	GIS Specialist	Master of Planning with minimum 2 years of experience in GIS preferably in similar type of assignments	4
		Total	18

The consultants shall include necessary support staff for fulfilling the requirements of this project.

- 1) Copy of the degree certificate / educational qualifications has to be enclosed with the C.V
- 2) The above team should be supported by adequate support staff like surveyors and other experts / specialists etc., with adequate experience to ensure that the objectives of the project are achieved within the time lines. The proposed team leader shall be assigned full-time for this project and shall not be associated with any other full-time ongoing assignment with any other client. The Team Leader shall be full time professional to be stationed in Chennai till the completion of Study.
- 3) Field survey staff: Sufficient field survey staff to be allocated for the survey of road network and other details

7. Review of Reports:

The review committee will review the progress of the work. The decision / suggestion carried out will be reviewed in the next meeting. The comments or views on the various reports should be given to the consultant within 15 days of submission

8. Review Committee:

- 1) Chief Planner, Master Plan Unit, CMDA
- 2) Chief Planner, Rail and Road Unit, CMDA
- 3) Chief Engineer, Metro (Highways)
- 4) Superintending Engineer, Corporation of Chennai
- 5) EO/BDO of the concerned local bodies
- 6) Any other experts desired by CMDA

Sd/-xx... 20.11.2018
for Principal Secretary / Member Secretary,
Chennai Metropolitan Development Authority.

Annex -A to Terms of Reference**List of 143 villages details**

Sl.No	Local Body	Village	Extent in Hectares
1	Anakaputhur MPTY	Anakaputhur	297.15
2	Avadi MPTY	Palaripattu	169.80
3	Avadi MPTY	Paruthipattu	1038.43
4	Avadi MPTY	Sekkadu	363.37
5	Avadi MPTY	Thandarai	823.22
6	Avadi MPTY	Thirumullaivoyal	1346.80
7	Avadi MPTY	Vilinjyambakkam	416.96
8	Kattankulathur PU	Kulapakkam	332.06
9	Kattankulathur PU	Nedunkundram	1075.09
10	Kattankulathur PU	Puthur	104.47
11	Kundrathur PU	Ayyappanthangal	142.47
12	Kundrathur PU	Chinnapanichery	26.39
13	Kundrathur PU	Gerugambakkam	392.12
14	Kundrathur PU	Kovur	297.97
15	Kundrathur PU	Kulapakkam	324.77
16	Kundrathur PU	Kulathuvancheri	100.72
17	Kundrathur PU	Moulivakkam	93.78
18	Kundrathur PU	Naduveerapattu	747.33
19	Kundrathur PU	Nandambakkam	464.38
20	Kundrathur PU	Paraniputhur	74.66
21	Kundrathur PU	Periyapanichery	59.91
22	Kundrathur PU	Poonthandalam	361.92
23	Kundrathur PU	Rentankattalai	151.16
24	Kundrathur PU	Srinivasapuram	71.96
25	Kundrathur PU	Thandalam	109.52
26	Kundrathur PU	Tharapakkam	126.40
27	Kundrathur PU	Thelliyaragaram	73.41
28	Kundrathur PU	Thirumudivakkam	480.44
29	Kundrathur PU	Palanthandalam	524.93
30	Minjur PU	Athipattu	919.88

Sl.No	Local Body	Village	Extent in Hectares
31	Minjur PU	Ennore	651.66
32	Minjur PU	Nandiambakkam	428.56
33	Minjur PU	Vallur	1999.34
34	Minjur TP	Ariyanvoyal	90.13
35	Minjur TP	Kollatti	48.95
36	Minjur TP	Minjur	731.30
37	Naravarikuppam TP	Naravarikuppam	91.70
38	Pammal MPTY	Pammal	522.37
39	Peerkankaranai TP	Peerkankaranai	175.58
40	Poonamallee PU	Agraharam	69.00
41	Poonamallee PU	Amudurmedu	75.63
42	Poonamallee PU	Anaikattucheri	134.43
43	Poonamallee PU	Annambedu	157.37
44	Poonamallee PU	Ariyappancheri	33.67
45	Poonamallee PU	Ayalcheri	115.54
46	Poonamallee PU	Chembarambakkam	482.77
47	Poonamallee PU	Chokkanallur	115.04
48	Poonamallee PU	Goparasanallur	73.15
49	Poonamallee PU	Kannapalayam	558.85
50	Poonamallee PU	Karunakaracheri	118.94
51	Poonamallee PU	Kattupakkam	189.54
52	Poonamallee PU	Kavalcheri	127.38
53	Poonamallee PU	Kilmanambedu	113.07
54	Poonamallee PU	Kolappancheri	125.02
55	Poonamallee PU	Korattur	228.61
56	Poonamallee PU	Kuthambakkam	760.64
57	Poonamallee PU	Melmanambedu	195.35
58	Poonamallee PU	Melpakkam	77.86
59	Poonamallee PU	Nadukuthagai	171.96
60	Poonamallee PU	Narasingapuram	43.04
61	Poonamallee PU	Nemam	530.27
62	Poonamallee PU	Nemilicheri	171.73

Sl.No	Local Body	Village	Extent in Hectares
63	Poonamallee PU	Nochimedu	106.94
64	Poonamallee PU	Palanjur	291.19
65	Poonamallee PU	Panaveduthottam	54.07
66	Poonamallee PU	Parivakkam	212.54
67	Poonamallee PU	Parvatharajapuram	86.98
68	Poonamallee PU	Pidarithangal	92.98
69	Poonamallee PU	Sithukkadu	372.97
70	Poonamallee PU	Sorancheri	123.72
71	Poonamallee PU	Thirukovilpattu	61.25
72	Poonamallee PU	Thirumanam	119.48
73	Poonamallee PU	Vayalanallur	402.27
74	Poonamallee PU	Vellavedu	49.71
75	Poonamallee MPTY	Thukkanampattu	35.35
76	Puzhal PU	Alinjivakkam	55.55
77	Puzhal PU	Athivakkam	71.16
78	Puzhal PU	Layon grant	174.78
79	Puzhal PU	Layon pullion	203.54
80	Puzhal PU	Palavoyal	86.80
81	Puzhal PU	Payasambakkam	67.82
82	Puzhal PU	Sendarambakkam	112.09
83	Puzhal PU	Sirugavoor	132.83
84	Puzhal PU	Thandalkalani	74.54
85	Puzhal PU	Theerthagiriyampattu	72.25
86	Puzhal PU	Vadagarai	49.63
87	Puzhal PU	Vilangadupakkam	560.59
88	Sholavaram PU	Angadu	232.35
89	Sholavaram PU	Arumandai	175.79
90	Sholavaram PU	Athur	373.66
91	Sholavaram PU	Budur	335.93
92	Sholavaram PU	Chinnamullaivoyal	80.77
93	Sholavaram PU	Girudalapuram	149.93
94	Sholavaram PU	Karanodai	134.63

Sl.No	Local Body	Village	Extent in Hectares
95	Sholavaram PU	Kodipallam	51.80
96	Sholavaram PU	Kummanur	135.57
97	Sholavaram PU	Madiyur	94.08
98	Sholavaram PU	Mahfuskhanpettai	169.61
99	Sholavaram PU	Marambedu	150.98
100	Sholavaram PU	Melsinglimedu	50.92
101	Sholavaram PU	Nayar	1032.91
102	Sholavaram PU	Nerkundram	213.78
103	Sholavaram PU	Orakkadu	114.44
104	Sholavaram PU	Padiyanallur	360.11
105	Sholavaram PU	Pannivakkam	92.98
106	Sholavaram PU	Periyamullaivoyal	183.28
107	Sholavaram PU	Perungavur	603.67
108	Sholavaram PU	Pudupakkam	127.50
109	Sholavaram PU	Seemapuram	365.57
110	Sholavaram PU	Sekkanjeri	124.49
111	Sholavaram PU	Sembilivaram	93.72
112	Sholavaram PU	Sholavaram	595.72
113	Sholavaram PU	Siruniyam	106.23
114	Sholavaram PU	Sothupakkam	126.92
115	Sholavaram PU	Sothuperumbedu	225.97
116	Sholavaram PU	Surapattu	116.57
117	Sholavaram PU	Thirunilai	317.54
118	Sholavaram PU	Valuthigaimedu	220.19
119	Sholavaram PU	Vellivoyal	514.21
120	Sholavaram PU	Vichoor	904.87
121	Sriperumbudur PU	Chettipattu	113.37
122	St Thomas Mount PU	Agaramthen	386.17
123	St Thomas Mount PU	Cowl bazaar	123.16
124	St Thomas Mount PU	Kaspapuram	122.06
125	St Thomas Mount PU	Muvarasampattu	62.20
126	St Thomas Mount PU	Polichalur	245.70

Sl.No	Local Body	Village	Extent in Hectares
127	St Thomas Mount PU	Vengapakkam	267.35
128	St Thomas Mount PU	Mudichur	340.59
129	Tambaram MPTY	Irumbuliyur	339.20
130	Tambaram MPTY	Kadapperi	278.51
131	Tambaram MPTY	Pulikoradu	160.50
132	Thirumazhisai TP	Madavilagam	124.27
133	Thirumazhisai TP	Neduncheri	282.49
134	Thirumazhisai TP	Thirumazhisai	212.92
135	Thirumazhisai TP	Udayavarkoil	116.86
136	Thiruneermalai TP	Thiruneermalai	589.26
137	Thiruninravur TP	Thiruninravur	1475.41
138	Villivakkam PU	Adayalampattu	116.24
139	Villivakkam PU	Ayappakkam	424.57
140	Villivakkam PU	Chettiaragaram	64.42
141	Villivakkam PU	Sivabudham	65.96
142	Villivakkam PU	Thandalam	87.51
143	Villivakkam PU	Vanagaram	253.99

PRE - QUALIFICATION CRITERIA FOR FIRMS

- I. Brief description of organization
- II. Outline of recent experience of assignments:
- Name of the assignment
 - Name of the project
 - Name of the owner or sponsoring authority
 - Brief description of assignment
- III. Cost of assignment (Fees)
- IV. Attach Client certificate for completion of project
1. Date of commencement
 2. Date of completion
 3. Client certificate attached Yes / No
- V. Annual Turnover of the firm

S. No.	Financial Year	Amount in Rs.
1	2015-16	
2	2016-17	
3	2017-18	
	Average	

Balance Sheet and P&L A/c statement for the three financial years (2015-16 2016-17 & 2017-18) duly certified by a Chartered Accountant shall be attached.

VI. Contact Person / Details:

Name :

Phone No :

email id :

Mob No :

Details of Bidder

(To be submitted on Letterhead of Bidder)

- 1 a) Name:
 - b) Date of Incorporation/Commencement:
2. Brief Description of Company including details of its main line of Business
3. Shareholding of the Bidder
4. List of Directors:
5. Details of Individual who will serve as the point of contact/communication to Client:
 - a) Name :
 - c) Designation :
 - d) Company :
 - e) Address :
 - f) Telephone No :
 - g) Email Address :
 - h) Fax Number :
 - i) Mob No :
 - j) PAN No: Attach Proof :
 - k) GST No: Attach Proof :
6. Particular of Authorised Signatory of Bidder:
 - a) Name :
 - b) Designation :
 - b) Address :
 - c) Telephone No. :
 - d) Mob. No :
 - e) Email Address :
 - f) Fax No :
7. Particular of contact person for this assignment:
 - a) Name :
 - b) Designation :
 - g) Address :
 - h) Telephone No. :
 - i) Mob. No :
 - j) Email Address :
 - k) Fax No :

(Bidder should submit Current Annual Report & attested copy of Certificate of Incorporation by Authorised Signatory)

Financial Qualification of Bidder

S. No	Financial Year	Annual Turnover (Rs. In lakh) From Consultancy Business
1	2015-16	
2	2016-17	
3	2017-18	

Statutory Auditor (Seal & Signature)

Name of Audit Firm:

Name of Partner:

Membership No.:

Firm Registration No.:

Contact No:

Address:

Note:

The Bidder shall attach copies of the Balance Sheets, financial statements certified by Chartered Accountant in Practice with his registration no for each financial year. The bidder will submit Statutory Audit Report for each year reflecting annual turnover of Consultancy Business for each year. In case of Consortium, each Consortium Member shall furnish in separate sheet.

Pre-qualification Experience of Bidder

Pre-qualification as defined in Clause 7.2. (i) Similar Project in last 5 years

S No	Name of the Project	Completion Date	Eligible Assignment Name & Brief Description of Deliverables	Name of Client, Address & Contact No	Value of Contract (fee) Amount in INR.	Value of Project (Cost of the Project) Amount in INR.	Remarks if any
Completed							
1							
2							
3							
4							
5							
Ongoing							
6							
7							
8							
9							

Seal / Name & Signature of Authorised Signatory

SUPPLEMENTARY INFORMATION FOR FIRMS

Proposals

(1) Proposals should include the following information:

(a) Technical Proposal

- (i) A description of the manner in which consultants would plan to execute the work. Work plan time schedule in Form F-2 and approach or methodology proposed for carrying out the required work.
- (ii) The composition of the team of personnel which the consultant would propose to provide and the tasks which would be assigned to each team member in Form F-4.
- (iii) Curriculum Vitae of the individual key staff members to be assigned to the work and of the team leader who would be responsible for supervision of the team. The curriculum vitae should follow the attached Format (F-5) duly signed by the concerned personnel.

(b) Financial Proposals

The financial proposals should include the Schedule of Price Bid in Form No. F-6 with cost break-up in Form 6a. for the work program indicated in Form F-7.

(2) **Two copies of proposals should be submitted to TNUIFSL (With Soft copy in CD)**

TNUIFSL, T.P. Scheme Road, Raja Annamalai Puram, Chennai – 600 028

(3) Contract Negotiations

The aim of the negotiation is to reach an agreement on all points with the firm and initial a draft contract by the conclusion of negotiations. Negotiations commence with a discussion of Firm's proposal, costing (**after negotiation of the unit rates, including the man month rates, tax liability and all cost, etc**), the proposed work plan, staffing and any suggestions you may have made to improve the Terms of Reference. Agreement will then be reached on the final Terms of Reference, the staffing plan and the bar chart, which will indicate personnel, periods in the field and office, man-months, and reporting schedule. Based on these, adjustments necessary will be discussed and agreed. The Contract will be awarded after successful negotiations, with the selected Firm. If negotiations fail, the Client will invite the Firms having obtained the second highest score to Contract negotiations and so on.

(4) Contracts with Team Members. Firms are advised against making firm financial arrangements with prospective team members prior to negotiations.

(5) Nomination of Experts

Having selected a firm partly on the basis of an evaluation of personnel presented in the firm's proposal, CMDA expects to negotiate a contract on the basis of the experts named in the proposal and, prior to contract negotiations, will require guarantees that these experts shall, in fact, be made available. As the expected date of mobilization is given in the letter inviting proposals, CMDA will not consider substitution after contract negotiations, except in cases of unexpected delays on the starting date or incapacity of an expert for reasons of health or leaving the firm. The desire of a firm to use an expert on another project shall not be accepted for substitution of personnel.

(6) Terms of Payment

The mode of payments to be made in consideration of the work to be performed by the firm as per Terms of Reference

Note: All payments shall be made on submission of pre-receipted bills by the firms in quadruplicate for respective stages.

(7) Review of reports

A review committee consisting of review committee members mentioned in ToR will review all reports of firms and suggest any modifications/changes considered necessary within 15 days of receipt. The decision / suggestion carried out will be reviewed in the next meeting.

FORM F-1

From

To
The Principal Secretary / Member Secretary
CMDA
Egmore,
Chennai – 600 008.

Sir:

Consulting services for _____ of _____ Regarding

I/We _____ firm/firms firm/organization herewith enclose Prequalification, Technical and Financial Proposal for selection of my/our firm as firm for _____.

We underscore the importance of a free, fair and competitive procurement process that precludes fraudulent use. In this respect we have neither offered nor granted, directly or indirectly, any inadmissible advantages to any public servants or other persons in connection with our bid, nor will we offer or grant any such incentives or conditions in the present procurement process, or in the event that we are awarded the contract, in the subsequent execution of the contract.

We also underscore the importance of adhering to minimum social standards (“Core Labour Standards”) in the implementation of the project. We undertake to comply with the Core Labour Standards ratified by the country of India.

We will inform our staff about their respective obligations and about their obligation to fulfill this declaration of undertaking and to obey the laws of the country of India.

Yours faithfully,

(Authorized Representative)

Signature : _____
Full name : _____
and address : _____

FORM F-2

ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST 5 YEARS

1. Brief Description of the Firm:

2. Outline of recent experience on assignments of similar nature:

S.No.	Name of assignment	Name of project	Owner or sponsoring authority	Cost of assignment	Date of commencement	Date of completion	Was assignment satisfactorily completed
1	2	3	4	5	6	7	8

Please attach relevant documents as proof (such as award letter, completion certificate etc.)

FORM NO. F-4

Composition of the Team Personnel and the task which would be assigned to each

Team Member

1. Key / Technical / Managerial Staff

S. No.	Name	Position	Task assignment
--------	------	----------	-----------------

2. Support Staff

S. No.	Name	Position	Task assignment
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FORM F-5

**FORMAT OF CURRICULUM VITAE (CV) FOR
PROPOSED KEY PROFESSIONAL STAFF**

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

_____ **Date:** _____
[Signature of staff member and authorized representative of the Firm] Day/Month/Year

Full name of staff member: _____

Full name of the authorized representative: _____

FORM NO.F-6

SCHEDULE OF PRICE BID

<u>Items</u>	<u>Amount</u>	
	<u>In figures</u>	<u>In words</u>
1. Fees	_____	_____
2. GST @ % (if any)	_____	_____
3. Total	_____	_____
(Rupees in Words)		

Signature
Seal of Firm
(Authorized representative)

FORM NO. F-6 - a
Cost Estimate of Services

Remuneration of Staff

<u>Staff</u>	<u>Name</u>	<u>Daily (Monthly) Rate</u> <u>(in currency)</u>	<u>Working Days</u> <u>(Months)</u>	<u>Total Cost</u> <u>(in currency)</u>
a) Team Leader			_____	
b) "			_____	
c) "			_____	
Sub-Total (Staff)				_____

Out-of-Pocket Expenses:

a) Per Diem: Room	Subsistence	Total		Days	
	<u>Cost</u>	_____	_____		_____
b) Air fare:					_____
c) Lump Sum Miscellaneous Expenses:					_____
Sub-Total (Out-of-Pocket)					_____

Other Expenses:

1. Local conveyance cost
2. Printing cost
3. Stakeholders meeting expenses
4. Survey cost
5. Contingency Charges:
6. Other cost if any (elaborate)

Total Other Expenses _____

TOTAL COST ESTIMATE _____

FORM F-7

WORK PROGRAM AND TIME SCHEDULE

(To be attached with Technical proposal - cover -2)

<u>Name</u>	<u>Position</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>Number of</u> <u>Weeks/months</u>
-------------	-----------------	----------	----------	----------	----------	----------	----------	----------	----------	----------	-----------	-----------	-----------	---

Total

Reports Due/Activities and Duration

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

Field Full Time _____
Reports Due _____
Activities Duration _____

Part Time _____

Consulting Services

Draft agreement of Contract for this Assignments Carried out by Firms / firm

To be executed in Rs. 100/- Stamp Paper

Subject: (Name of Assignment)

(Name of Firm)

PAN :

GST Registration No:

This AGREEMENT (“Agreement”) is executed at Chennai on this __ day of2018 by and between CMDA (‘Client’) (hereinafter will be referred as CMDA) having their office at Chennai – 600 008, and M/s., (‘Firm’) (hereinafter will be referred as Firms) having their Office located at

1. Set out below are the terms and conditions under which (Name of Firm) has agreed to carry out for (Name of Client) the above-mentioned assignment specified in the attached Terms of Reference.
2. For administrative purposes (Name of responsible staff of Client) has been assigned to administer the assignment and to provide [Name of Firm] with all relevant information needed to carry out the assignment. The services will be required in (Name of Project) for about _____ days/months, during the period from _____ to _____ .
3. The (Name of Client) may find it necessary to postpone or cancel the assignment and/or shorten or extend its duration. In such case, every effort will be made to give you, as early as possible, notice of any changes. In the event of termination, the (Name of Firms) shall be paid for the services rendered for carrying out the assignment to the date of termination, and the [Name of Firm] will provide the (Name of Client) with any reports or parts thereof, or any other information and documentation gathered under this Contract prior to the date of termination.
4. The services to be performed, the estimated time to be spent, and the reports to be submitted will be in accordance with the attached Description of Services.
5. This Contract, its meaning and interpretation and the relation between the parties shall be governed by the laws of Union of India
6. This Contract will become effective upon confirmation of this letter on behalf of (Name of Firm) and will terminate on _____, or such other date as mutually agreed between the (Name of Client) and the (Name of Firms).
7. Payments for the services will not exceed a total amount of Rs. _____.

13. All final reports, plans, specifications, analysis and other documents or software submitted by the [Name of Firms] in the performance of the Services shall become and remain the property of the Client. The Firms may retain a copy of such documents but shall not use them for purposes unrelated to this Contract without the prior written approval of the Client.
14. The Firm undertake to carry out the assignment in accordance with the highest standard of professional and .ethical competence and integrity, having due regard to the nature and purpose of the assignment, and to ensurethat the staff assigned to perform the services under this Contract, will conduct themselves in a manner consistentherewith.
15. The Firm will not assign this Contract or sub-contract or any portion of it without the Client's prior written Consent.
16. The [Name of Firms] shall pay the taxes, duties fee, levies and other impositions levied under theApplicable law and the Client shall perform such duties, in regard to the deduction of such tax, as may belawfully imposed.
17. The [Name of Firms] also agree that all knowledge and information not within the public domain which may be acquired during the carrying out of this Contract, shall be, for all time and for all purpose, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, except with the (Name of Client) written permission.

18. SETTLEMENT OF DISPUTES

18.1 Amicable Settlement The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

18.2. Miscellaneous. In any arbitration proceeding hereunder:

- (a) proceedings shall, unless otherwise agreed by the Parties, be held in Chennai.
- (b) the English language shall be the official language for all purposes; and
- (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in court of competent jurisdiction (Chennai), and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

19. This Contract may be terminated by either Party as per provisions set up below:

a.By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required as per ToR. Furthermore, if the Client determines that the Consultant has engaged in Fraud and Corruption in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

c. Cessation of Services:

Upon termination of this Contract by notice of either Party to the other, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. Upon termination of this Contract, the Client shall make the payments to the Consultant: for Services satisfactorily performed prior to the effective date of termination

20. Force Majeure:

- a. DefinitionFor the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

- b. No Breach of ContractThe failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that + Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
- c. Measures to be TakenA Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or

- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 18.

Suspension The Client may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

- 21. Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to

Adjudication / arbitration in accordance with the Arbitration & Conciliation Act 1996. The place of arbitration shall be at Chennai.

- 22. The jurisdiction of court will be at Chennai.

Place:		(Signature of Authorized Representative on behalf
Date:	-----	of Firm)

	-----	(Signature & Name of the Client's Representative)

Bank Guarantee for Performance Security

To

The Principal Secretary / Member Secretary
Chennai Metropolitan Development Authority (CMDA)
Egmore
Chennai – 600 008

1. In consideration of CMDA acting on behalf of the Government of Tamil Nadu (hereinafter referred as the “Client”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s having its office at (hereinafter referred as the “Firm” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Client’s Agreement no. dated valued at Rs. (Rupees), (hereinafter referred to as the “Agreement”) Consulting Services forand the Firm having agreed to furnish a Bank Guarantee amounting to Rs. (Rupees) to the Client for performance of the above work as per the Letter of Intent dated We, (hereinafter referred to as the “Bank”) at the request of the Firm do hereby undertake to pay to the Client an amount not exceeding Rs. (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Client by reason of any breach by the said Firm of any of the terms or conditions contained in the said Agreement. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Client stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Client by reason of breach by the said Firm of any of the terms or conditions contained in the said Agreement or by reason of the Firm’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees).

2. We, (indicate the name of Bank) undertake to pay to the Client any money so demanded notwithstanding any dispute or disputes raised by the Firm in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Firm shall have no claim against us for making such payment.

3. We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Client under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Client certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Firm and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

4. We, (indicate the name of Bank) further agree with the Client that the Client shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Firm from time to time or to postpone for any time or from time to time any of the powers exercisable by the Client against the said Firm and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Firm or for any forbearance, act or omission on the part of the Client or any indulgence by the Client to the said Firm or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

5. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Firm(s). We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Client in writing.

6. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** * (Rupees *****) only. The Bank shall be liable to pay the said amount or any part thereof only if the Client serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [*** (indicate date falling 90 days after the date of this Guarantee)].

For
Name of Bank:
Seal of the Bank:
Dated, the day of, 2018

LIST OF ANNEXES

Annex 1: Terms of Reference and Scope of Services

Annex 2: Firms Personnel

Annex 3: Firm's Reporting Obligations

Annex 4: Breakdown of Contract price

Annex 5: Performance Guarantee