



## **REQUEST FOR PROPOSAL (RFP)**

**for**

## **CONSULTANCY ASSIGNMENTS**

**Firms**

**Lump sum - *QCBS***

**Appointment of Consultant for “Preparation of Detailed Feasibility Report and providing Transaction Advisory Services for Reclamation of Kodungaiyur Dumping Ground for Greater Chennai Corporation” – 2<sup>nd</sup> call**

**PROJECT DEVELOPMENT GRANT FUND**

**NO. 19, T.P. SCHEME ROAD,**

**RAJA ANNAMALAIPURAM,**

**CHENNAI – 600 028**

## LETTER OF INVITATION

Dear Sirs,

Subject: Appointment of Consultant for “Preparation of Detailed Feasibility Report and providing Transaction Advisory Services for Reclamation of Kodungaiyur Dumping Ground for Greater Chennai Corporation”-reg.

1. You are hereby invited to submit Pre-qualification, technical and financial proposals for **Appointment of Consultant for “Preparation of Detailed Feasibility Report and providing Transaction Advisory Services for Reclamation of Kodungaiyur Dumping Ground for Greater Chennai Corporation”** to be taken up by the Project Development Grant Fund (PDGF), managed by Tamil Nadu Urban Infrastructure Financial Service Limited (TNUIFSL), which could form the basis for future negotiations and ultimately a contract between your firm and The Principal Secretary / Chairman & Managing Director, TNUIFSL, Chennai – 600 028.
2. The purpose of this assignment is for Consultancy services for “Preparation of Detailed Feasibility Report and providing Transaction Advisory Services for Reclamation of Kodungaiyur Dumping Ground for Greater Chennai Corporation” as mentioned in the Terms of Reference (ToR).
- 2.1 Client means PDGF managed by TNUIFSL.
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 (Annexure 5);
5. A pre-proposal conference open to all prospective firms will be held on **25.10.2021 @ 15.00** hrs in the **TNUIFSL, No. 19, T.P. Scheme Road, RajaAnnamalaipuram, 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.tenders.tn.gov.in](http://www.tenders.tn.gov.in), and [www.tnuifsl.com](http://www.tnuifsl.com)

The Principal Secretary / Chairman & Managing Director or its representative.  
TNUIFSL

No. 19, T.P. Scheme Road, RajaAnnamalaipuram, Chennai – 600 028

Phone / Fax No: 24643103/4/5/7 Fax: 24613106 Email: [pandiands@tnuifsl.com](mailto:pandiands@tnuifsl.com), [vijay@tnuifsl.com](mailto:vijay@tnuifsl.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 The Principal Secretary / Chairman & 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 initialled twice across the seal. This cover should contain the Earnest Money Deposit (EMD) of **Rs. 1,00,000/-** in the form of Demand Draft to be taken in the name of "**Project Development Grant Fund**" Chennai – 600 028. 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 firms 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 Annamalaipuram, Chennai – 600 028**, up to **11.00 hours on 15.11.2021**.

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 Managing Director, TNUIFSL or his authorized representative in its office at **11.30 hours** on **15.11.2021**. 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:
- a pre-qualification of firms will be verified, which will be carried out prior to opening of technical proposal (as per Annexure 2)
  - a technical evaluation of the pre-qualified firms, which will be carried out prior to opening any financial proposal.
  - a Financial evaluation

7.2 **Pre-qualification**

Firms who have the following qualifications may submit the proposal along with necessary proof (*Assignment along with client certificate will only be considered for evaluation*)–

- (i) The Bidders who have successfully completed at least one feasibility/DPR study cum transaction advisory consultancy assignment of reclamation of old dumpsite by Biomining / Bio reclamation / Bio capping / Landfill for Municipal Solid Waste of at least 100 acres of land in India, in last 5 years wherein the project was developed as per the Solid Waste Management Rules 2016.

**Or**

Bidders who have successfully completed multiple feasibility/DPR study of reclamation of old dumpsite by Biomining / Bio reclamation / Bio capping / Landfill for Municipal Solid Waste of at least 100 acres ( in which one assignment not less than 50 acres and totaling all assignment 100 acres) of land in India and completed transaction advisory services in any Solid Waste Management assignment in India in last 5 years, wherein the project was developed as per the Solid Waste Management Rules 2016.

- (ii) The consultant shall have average annual turnover of at least Rs. 2 (Two) Crores in last 3 (three) Financial Years. (2018-19, 2019-20& 2020-21). The Firm must ensure that they submit the evidence of eligibility criteria on turnover & positive net worth as on 31st March 2021 in the form of audited financial statements **signed by Chartered Accountant** for the last 3 (three) Financial Years. (2018-19, 2019-20& 2020-21). **Audited financials shall be submitted as proof in the last three financial years as per the format attached – Annexure – 2 D.**

- (iii) Covers without **EMD** will be treated as non-responsive and will be disqualified.

***It should be noted that “assignment along with client certificate will only be considered for evaluation”.***

**Assignments done in India only will be considered either with Central Government / State Governments / Department / Urban Local Bodies / Government entities/ Public Sector Undertakings (Wholly owned by either State or Central Government or combine) Private sector experience will not be considered.**

**Note: Covers without EMD will be treated as non-responsive and will be disqualified. Conditional Tender will be rejected summarily (In the case exemption certificate for EMD available from MSME for consultancy sector, will be considered. Necessary validity proof shall be attached).**

**Bidder shall not have an ownership interest or a continuing business interest or not be an associate with concessionaire/contractor.**

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).

- (S) the quality of the methodology proposed (10 points); and

[Note to Consultant: The Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skill mix; and the work plan has right input of Experts]

- (ii) the qualifications of key staff proposed for the assignment (90 points).

S. No	Key Professionals	Marks
1	Team Leader / Project Development Expert	25
2	Environmental expert	15

S. No	Key Professionals	Marks
3	Socioeconomic Expert / Social and Resettlement Safeguards Expert	10
4	Contract Management Expert	10
5	Legal expert	10
6	Finance Specialist	10
7	Structural Engineering Expert	10
	<b>Total</b>	<b>90</b>

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.**

**Approval of Personnel:** The Key Personnel listed by title as well as by name in Form F-2 and F-3 are hereby approved by the Client. In respect of other Personnel which the Consultant proposes to use in carrying out of the services, the Consultant shall submit to the Client for review and approval a copy of their Curriculum Vitae (CVs).

**Removal and / or Replacement of Personnel:**

- a) expect as the Client may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications and experience.
- b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, to (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client written request specifying the grounds therefore, for with provide as a replacement a person with qualifications and experience acceptable to the Client”.
- c) Any of the Personnel provided as a replacement under Clauses a) and b) above, the rate of remuneration applicable to a replacement person will be same as per the agreement. Also (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and / or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been to the Personnel replaced.

#### 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 Rules 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, inter alia, 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 PDGF / TNUIFSL / GCC are not bound to select any of the firms submitting proposals. Further, as quality is the principal selection criterion, the PDGF / 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 PDGF / TNUIFSL / GCC.
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 PDGF / 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 PDGF / TNUIFSL, if any is not reimbursable as a direct cost of the assignment.
14. Assuming that the contract can be satisfactorily concluded in November 2021, you will be expected to take-up / commence with the assignment in November 2021.
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 / scheduled Bank in India taken in favour of the PDGF, Chennai valid for a period of 15 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
  - (i) If the bidder withdraws the tender after Tender opening during the period of validity of the tender.
  - (ii) If the bidder withdraws the Tender after the issue of letter of acceptance of his Tender.
  - (iii) 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
  - (iv) 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. Any entity which has been barred by the Central Government, any State Government, a statutory Independent or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate ("Associate" means a firm have common controlling shareholders or other ownership interest as that of the Bidder).
20. Please note that mobilization advance is not allowed in this contract.
21. It is estimated that about 23man-months for key experts 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. Stagewise payments shall be paid as per the RFP terms and conditions to the successful consultants shall be made by PDGF and GCC.
22. Joint Venture and Consortium / JV are allowed (subject to 1 lead member and 1 joint venture member). The lead member should possess the technical experience (as per the clause 7.2) ***Assignment along with client certificate only be considered for evaluation***

Both the Lead and JV member will be equally liable for the assignment and payments will be released to the lead firm only.

Joint Bidding Agreement (JBA) is attached herewith as Form 8.

23. 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.
24. 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. The jurisdiction of court will be at Chennai. (Chennai city civil courts)
25. PDGF reserves the right to postpone / cancel this RFP at any point of time without assigning any reason, whatsoever.
26. Please note that conditional bids *are liable for rejection*.
27. SETTLEMENT OF DISPUTES

27.1 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.

27.2 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 a court of competent jurisdiction (Chennai), and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.
28. 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

29. Force Majeure:

- a. **Definition** For 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 Contract** The 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 the 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 Taken** A 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 27.

### **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.

30. Any entity which has been barred by the Central Government, any State Government, a statutory Independent or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate (“Associate” means a firm have common controlling shareholders or other ownership interest as that of the Consultancy Firm).
31. Consultancy Firms are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, access to site, and availability of data with the ULB, Applicable Laws and regulations or any other matter considered relevant by them.
32. The Bidders shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiations, visits to GCC / TNUIFSL, will Project site etc. PDGF / TNUIFSL / GCC not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.
33. Bidders are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, access to site, and availability of data with GCC, Applicable Laws and regulations or any other matter considered relevant by them. For this purpose, Bidders shall intimate the SE-SWM, GCC in advance.
34. Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and the highest-ranking Bidder gets disqualified / rejected, then PDGF reserves the right to consider the next best Bidder or take any other measure as may be deemed fit in the sole discretion of PDGF, including annulment of the Selection Process.
35. PDGF reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.
36. Conflict of Interest:
  - A. The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Authority’s interest’s paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.
  - B. The Consultant has an obligation to disclose to the Authority any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Authority. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Agreement.
  - C. Without limitation on the generality of the foregoing, and unless stated otherwise given in writing, the Consultant shall not be hired under the circumstances set forth below:

- i. Conflicting activities: Conflict between consulting activities and procurement of goods, works or non-consulting services - a firm that has been engaged by the Authority to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.
  - ii. Conflicting assignments: Conflict among consulting assignments: Consultant or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the Authority.
  - iii. Conflicting relationships: Relationship with the Authority's staff: Consultant (including its Experts) that has a close business or family relationship with a professional staff of the Authority (or of implementing department officials) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Authority throughout the selection process and the execution of the Contract.
- D. 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& Soft copy of the Pre-qualification proposal)
  - 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 as part of the Pre-qualification proposal – Cover-1.

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

Yours faithfully,

Sd/-  
Principal Secretary / Chairman &  
Managing Director  
TNUIFSL  
Fund Manager of PDGF

Enclosures:

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

## Terms of Reference

### TERMS OF REFERENCE FOR THE CONSULTANCY SERVICES FOR “PREPARATION OF DETAILED FEASIBILITY REPORT AND PROVIDING TRANSACTION ADVISORY SERVICES FOR RECLAMATION OF KODUNGAIYUR DUMPING GROUND FOR GREATER CHENNAI CORPORATION”

#### I. Background:

Chennai is the capital of Tamil Nadu, and India’s fourth largest city, by economy and population. The city has a diverse array of economic sectors and is known for its automobile industry and a formidable IT sector. The Greater Chennai Corporation consists of 15 Zones and 200 Wards comprising of a population of around 85 lakhs.

The area under Greater Chennai Corporation generates around 5100 MT of Solid Waste per day which is being partly source segregated, recycled, processed and remaining waste is being disposed of in two dumping sites at Perungudi and Kodungaiyur.

In order to achieve 100% processing/recycling as per the Solid Waste Management Rules 2016, multiple decentralized processing facilities have been proposed and created like: Micro Composting Centres (MCC), Windrows composting, Biogas plants, Bio- Methanization plants, Bio-CNG plants, garden waste processing facility, incinerators for dry waste, coprocessing at cement plant, Resource Recovery Centers (RRC), Material Recovery Facility (MRF), Plastic waste to fuel oil etc.

By processing fresh waste in a decentralized manner, the waste that is supposed to be dumped in the Kodungaiyur site will stop in near future. Hence, GCC intends to reclaim the dump site at Kodungaiyur in compliance with the Solid Waste Management Rules 2016. In pursuance to the compliance of SWM Rule 2016, GCC is desirous to engage a competent consulting firm (the Consultant) possessing requisite qualifications who shall prepare the Detailed Feasibility Report (DFR) and provide Transaction Advisory Services to Greater Chennai Corporation (GCC) for Reclamation of Kodungaiyur Dumping Ground as per the Terms of Reference (the “ToR”).

#### 2. Objectives:

- a) Preparation of Detailed Feasibility Report (DFR) and bid documents, legal documents, proceedings, communication note etc as required by the GCC and strictly adhering to TNID Act and TNTT Act & Rules.
- b) To study in detail the technical, financial, legal, regulatory, environmental and social feasibility of the project on a sustainable basis.
- c) To prepare the REOI, RFQ, RTP, RFP, Concession agreement or Agreement and other documents, forms, applications etc as per the requirement.

### **3. Scope of Work:**

The scope of services to be provided by the Consultant is detailed in this chapter. In addition to the services as detailed hereunder, the Consultant shall also discharge duties as desired by the Authority from time to time in professional manner. The Consultant shall provide the services as per the rule 46 (Schedule III) of the Tamil Nadu Transparency in Tenders Act, 1998 and Rules 2000 as amended from time to time.

The scope of work of the consultant includes but is not limited to the following: -

1. To conduct waste quantification by topographical survey using Total Station / Drone Survey for above ground level for waste volume assessment, legacy waste, contour mapping, on site physical infrastructure assessment, rainwater drainage including drainage pattern analysis etc., and by 20 Nos. of trial pits at different depths for below ground level waste volume assessment at the project site.
2. Characterization of the dumped waste to be analyzed at 12 Nos. of locations and in various depths in the project area.
3. To prepare layout and contour map of the Project site.
4. Study the existing topographic profile of the dumped waste at the site and find the various infrastructure component required vis-à-vis the current facility and recommend accordingly.
5. To conduct Hydro-Geological study of the dump site to compute the hydrological and flooding potential at sites, in order to mitigate any effect on the activities during Biomining in terms of leachate run-off etc.
6. The consultant shall carry out the 10 Nos. of geotechnical investigation upto the depth of 10m below the original ground level to arrive the soil characteristics local bearing analysis, Geological assessment analysis, hydrology assessment etc., and recommend the project component accordingly based on the analysis. Depth of water table to be measured at each borehole.
7. Other site environment parameters rainfall, soil type, wind direction etc. shall be studied.
8. The consultant shall carry out baseline environmental survey minimum at four locations in the Project Site. The survey shall include ground & surface water (minimum upstream & downstream), leachate and check for presence of heavy metals & toxics if any, noise, odor, air (all the directions), wind direction and other surveys if required based on the site condition for the assessment of environmental impacts. Survey and analysis shall be carried out by NABL accredited laboratory.
9. The consultant to carry out waste characterization study of legacy waste & dumped waste.
10. The consultant to assess the material recovery from the dumped waste.
11. The consultant also suggests methods for restoration of reclaimed land. The consultant shall explore options for disposal of aggregates.
12. Consultant shall assess the water quality of the surface water bodies located nearer to the dump site outside the project area. Which includes ground water sampling and analysis, scope sampling and analysis, air quality monitoring and analysis, odor monitoring and leachate analysis etc., And establish baseline water quality parameters

13. All the surveys and investigations shall be carried out as per the relevant standards & guidelines and in consultation with GCC.
14. The DFR shall consist of a master plan for dumping yard for its best usage considering the options of reuse/ re-utilization of land/ dumping / re-dumping and extraction and/or internal circulation plan & overall layout, block costs estimate etc. in compliance to Solid Waste Management Rules 2016 and the CPCB guidelines for Disposal of Legacy Waste.
15. Suggest different options / technologies analysis, life cycle costs, etc for each of the shortlisted technologies for each of the packages considering various factors, including the minimum extent of land required for setting up of various the facilities and maximum extent of land recovered from reclamation.
16. To study and suggest successful case studies of similar projects for benchmarking.
17. Identify the various project sub-components (physical or non-physical) with necessary integration with various proposed/ under implementation GCC packages, if required.
18. Conduct market research for assessing the demand & supply, competitive factors through direct and indirect sources for fractions etc and suggest appropriate disposal mechanism for reach of the biomineral fractions/aggregates
19. The recommendations for the project & project sub-components should be economically viable, environmentally friendly, socially acceptable and technically feasible and comply with legal requirements on a sustainable basis.
20. As the case may be, the consultant shall carryout all the tasks with adequate stakeholder consultations and assist GCC for project disclosure requirements as per the TNID Act.
21. Preparation of Key Performance Indicators (KPI) during pre-operation phase, implementation phase and post implementation phase (post closure) shall be suggested by consultant as part of the feasibility study. Those key performance indicators should be measurable transparently.
22. If the project is being implemented in different packages, the consultant shall do the necessary transaction advisory services separately for each package.
23. To study the social and environmental impact assessment (Focused group discussion, Rag picker enumeration at the site, public consultation as per the ESMF for project. The scope shall include analysis of social and environmental impacts, costs and benefits, recommendations for mitigating adverse impacts and the cost of mitigation, review of secondary/ indirect impacts, regulatory requirements and public consultations as required by the TNSUDP's Environmental and Social Management Framework (ESMF).
24. The extent and duration shall be one season for rapid assessment of surveys and shall be judiciously decided by the consultant as per requirement.
25. The consultant should propose how various actions related to preparation, approval, disclosure and implementation of plans related to social impacts are to be linked with various key stages of implementation process leading to achieving of project goal and hand over of land to the GCC.

26. The consultant shall prepare the list of clearances, permissions, approvals, authorizations, and no objections certificates which are required to execute the projects and necessary assistance shall be extended to GCC for obtaining the same.
27. The consultant shall prepare the Project Implementation and Operational Plan on how the booming will be carried out.
28. Review and suggest project compliance requirements -Legal, Acts, Notifications, Standing Orders of the Government of India and Government of Tamil Nadu.
29. To study, analyse and report the court/legal rulings, guidelines etc, pertaining to the assignment and recommend accordingly.
30. To make project financing structure – analyse source of funds, grants available, viability gap fund (VGF) and possible options of project financing structure.
31. To study and suggest various project contract structure models based on the Niti Aayog model document.
32. Shall prepare the cost model and financial model in spreadsheet format with variables in the input sheet and out-put for preparation of various scenarios pertaining to project financing, project cost and bid variable. The sensitive model shall be modular in fashion.
33. As the case may be, the Consultant shall carryout economic analysis as per the TNSUDP framework.
34. Carryout value for money Analysis (VFM) as per the TNIDB requirement.
35. The consultant shall prepare feasibility reports, agreements and other documents / reports, departmental note, governmental communications, presentations, REOI, RFQ, NIT, RFP, PIM, concession agreement, legal documents attending frequent meetings at various levels etc as per the decision-making requirement.
36. The consultant should be full conversant with TTTT Act & Rule 2012 and TNID Act & Rule and carryout the bid Process Management strictly adhering to these Rules accordingly.
37. The consultant shall be engaged till the handing over of the site to the contractor including bid process management, issuance of LOA and signing of the agreement with the Contractor.
38. The consultant shall conduct bidder's solicitation meetings for project as per the tendering requirement and shall submit a comprehensive report with necessary documentation to be prepared and submitted.
39. Assist GCC in responding to the queries that may be raised during the pre-proposal meetings or anytime during the bid process management by preparing minutes along with clarification / corrigendum to the bid documents as required.
40. Upon receipt and opening of bids, prepare technical and financial bid evaluation reports with recommendations and shortlisting as required.
41. The consultant shall assist the Tender Scrutiny committee constructively and shall prepare minute of the meeting and tendering process proceeding including the approval of tender document, amendment to document and response to pre-bid queries.

42. The consultant has to coordinate with client, government, expert committee, tender committee and other government instrumentality and minute the meetings, if necessary, as per the engagement requirement till handing of the site.
43. To make presentations at all levels to various Government Agencies/ Government Department at all times during the assignment period as and when required by GCC, even at short period of notice.
44. To identify and list out the details of clearances to be obtained for project or project components during various timelines by GCC or Contractor etc with tentative cost and duration. All clearances to be listed and discussed with concerned agencies at the time of the study itself by the consultant. The clearances will be obtained either by GCC or contractor.
45. Assist GCC/GOTN in the bid process management until signing of the contracts with the qualified bidders/concessionaire/contractor as per the project design.
46. Act, if required on behalf of the Authority and fulfil various reporting requirements regarding project approval, clarification, presentation to decision makers etc and participate on regular meetings for the basis for decision making.
47. Shall do holistic the developer solicitation for active participation in the tendering process and maintain professional relationship.
48. Assist Authority in signing of the agreement for project implementation with selected contractor/concessionaire; and
49. Assist GCC in handing over of the site to the selected contractor.
50. The DFR, bid documents, applications for project clearance shall be as per the TNIDB requirement and format. The documents can be downloaded from <https://tntenders.gov.in>.
51. The Environmental and Social Management Framework (ESMF) of TNSUDP can be downloaded from the link [http://www.tnuifsl.com/downloads.asp#public\\_disclosures](http://www.tnuifsl.com/downloads.asp#public_disclosures)
52. Handholding Period
  - i. Consultant shall assist GCC in all aspects for all packages pertaining to this assignment after award of contract by GCC
  - ii. Consultant shall monitor, evaluate, analysis of the implementation and submit reports to GCC every fortnight.
  - iii. Consultant shall provide necessary forewarn of issues, if any to GCC
  - iv. Consultant shall assist GCC in preparation of ToR, Invitation for Bids, pre-proposal clarifications, Evaluation process for appointing PMC for this assignment

#### 4. Study Area / Project Description & Location:

The basic detail of Kodungaiyur Dumping Ground (KDG) is provided in the following table:

S. No.	Particulars	Description
1	Location	Kodungaiyur, Chennai
2	Co-ordinates	13° 08'10.36" N; 80°16'06.29" E
3	Elevation	3 m above MSL
4	Land use	Industrial cum Mixed Residential



S. No.	Particulars	Description
5	Area (in acres)	257.5 (excluding 11.5 acres allocated for burial ground)
6	Year of Site Start receiving waste	Early 1980
7	Number of years in use	more than 30 years
8	Neighborhood	Within 1 K.M
9	Daily Waste disposed (MT)	Approximate 2000 TPD to 2200 TPD
10	Estimated volume of legacy waste	64.02 Lakhs cum
11	Site Surrounding	The site is surrounded by a Compound wall, clearly setting its boundary surrounding habitation. Adjoining this there is a Sewage treatment plant. Due to less height of waste and less anaerobic conditions, no fire incident have occurred till date as less methane is trapped and released in the atmosphere
12	Physical Infrastructure (Site has adequate physical infrastructure to meet present operational standards)	(i) Cement concrete road length of about 3 KM has been laid for the passage of vehicles for disposal of garbage; (ii) Compound wall at Kodungaiyur dumping ground; (iii) Surveillance cameras for monitoring the activities at site; (iv) Office Building, Security Room and weighbridges (v) Streetlights; (v) Water Supply; (vi) Storm Water Drains;
13	Other Facility	A Burial Ground at the site covering 11.5 acres area towards South-West direction.

## 5. Data inputs by client:

All available reports pertaining to the assignments shall be provided to the consultants. Available land details with the local body and enter upon permission will be provided to the consultant after issue of LoI. Greater Chennai Corporation shall make their officials available for consultations.

## 6. Outputs and related payment schedule:

S. No.	Report	Outputs required	Related Payments
<b>Feasibility Stage – Phase I</b>			
1	Submission and approval of Inception Report with at least 3 options of project design.	Two weeks from the date of issue of LoI	5%

S. No.	Report	Outputs required	Related Payments
2	Submission and approval of Draft Feasibility Report	Two weeks from the date of approval of Inception Report	20%
3	Submission of Dissemination / Stakeholders consultation Report *	Two weeks from the date of approval of Draft Feasibility Report (Parallel activity)	5 %
4	Submission and approval of Feasibility Report	Four weeks from the date of approval of Draft Feasibility Report	10 %
5	On receipt of Project Structuring Approval from TNIDB for feasibility Report	Duly submitted by ULB to TNIDB	10 %
<b>Bid Process Management Stage – Phase II</b>			
6	Submission and approval of REOI (if required) and or RFQ and or RTP (if required) and or RFP-Concession Agreement from TNIDB	Four weeks from the date of approval of obtaining Project Structuring Approval from TNIDB	5%
7	Publication of REOI (if required) and or RFQ  Completion of pre-bid meeting and issue of additional clarifications and response to bidder queries Approval of bid evaluation report for RFQ by the client and shortlist of entities for RFP	Two weeks from receipt of approval for bid documents (REOI and or RFQ and or RTP and or RFP) from TNIDB and obtaining Administrative Sanction (if required). One week from the date of conducting pre-bid meeting.  Three weeks from the date of bid opening of RFQ by implementing authority	10%
8	Issuance of RTP (if required) and or RFP to the Shortlisted entities.  Completion of pre-bid meeting and issue of additional clarifications and response to bidder queries Approval of bid evaluation report for RFP by the client	Two weeks from receipt of approval for bid evaluation report for RFQ and shortlist of consultants. One week from the date of conducting pre-bid meeting. Three weeks from the date of bid opening of RFP by implementing authority	15 %
9	Signing of agreement by implementing authority with successful bidder	Three weeks from the date of bid evaluation report of RFP	10%
<b>Handholding Period – Phase III (After award of Contract)</b>			
10	Submission and approval of Fortnight report. Payment will be done on pro rata basis.	12 weeks from the date of issuance of letter to commence the Handholding Period from GCC	<b>10%</b>

**\*Note:**

1. The amount to be quoted by the consultant is for two issues of RFQ and or RFP, issuance of pre bid clarifications and two set of bid evaluation with necessary revisions. If there is a need for revising the Feasibility Report and bid documents, for reissue of RFQ and or RFP for third time, it will be considered as an additional work and 10% of the contract value alone will be paid to the same consultant, towards repetition of output no: 6 to 8 (Bid process Management stage).
  2. If the project is being implemented in multiple packages, the consultant shall do the necessary transaction advisory services / Bid process Management / etc., shall be carried out separately for each package by the consultant as on required basis. The payment shall be made on Prorata basis.
  3. The consultant should submit seven copies of all the above reports along with soft copy (MS word, Excel, AutoCAD, GIS, PDF, others) of the report for review. All the pages in reports shall be printed in duplex mode except for A3 pages. Separate Reports has to be prepared for each package (if more than one package is finalized by the client).
  4. Consultants shall submit periodical monthly, quarterly reports in detail to the clients and shall attend periodical reviews to be conducted by the clients with various departments of the government. Consultants shall make presentations to clients and to various departments as required during various stages of the assignment.
  5. The costs for conducting stakeholder consultations have to be borne by the consultants.
- 7. Review Expert Committee:** A committee will be formed to review the reports submitted by the consultant. The committee may consist of -
1. Representatives from Greater Chennai Corporation
  2. Representatives from TNUIFSL
  3. Representatives from TNPCCB
  4. Representatives from Anna University
  5. Representatives from Indian Institute of Technology, Chennai
  6. Representative from Finance (Infrastructure Cell)Department
  7. Any other expert as desired by Greater Chennai Corporation

**8. Key professionals:**

S. No.	Key Professional	Experience
1	Team Leader / Project Development	Graduate in Engineering with MBA Finance with minimum 20 years of experience in preparation of feasibility reports, project structuring, bid documents, concession agreement, bid evaluation, scrutiny of reports, etc. Team leader must have similar project experience (solid waste management projects) as Team Leader for at least two assignments for a city in India of more than 10 lakh population.

S. No.	Key Professional	Experience
2	Environmental expert	A post-graduate in environmental science / engineering with minimum of 7 years of experience and having experience in conducting Environmental Impact Assessments in similar projects (SWM/ Biomining/ bioremediation, etc) including at least one Multilateral assisted project.
3	Socioeconomic Expert / Social and Resettlement Safeguards expert	A post-graduate in economics/ developmental economics/ social science / Sociology with a minimum of 7 years of relevant experience and having hands on experience in preparing Social Impact Assessment Report for Multilateral assisted projects and experience in conducting public consultations in Solid Waste Management/ dumpsite reclamation, biominingetc
4	Contract Management Expert	A graduate in civil engineering background of minimum 15 years of experience in development of government contract related to civil works.
5	Legal expert	A law graduate with minimum of 10 years of experience in in contract development or contract management.
6	Financial Specialist	Chartered Accountants / Cost Accountant / MBA in Finance with minimum 7 years of experience in municipal finance, especially in developing financial models.
7	Structural Engineering Expert	Master's Degree in Structural Engineering with about 10 years' experience in similar projects (SWM/ Biomining/ bioremediation, etc)

**Key Personnel Requirement for Handholding Period of 12 weeks (Period will start on issuance of letter to commence the Handholding period from GCC)**

S. No	Personnel	Nos
1	Team leader / Project Development Expert	As required basis
2	Contract Management Expert	
3	Structural Engineering Expert	
4	Legal Expert	
5	Financial Specialist	

**Consultant shall deploy the support staff viz Environmental Expert, Social Expert and other experts, on as required basis based on the project conditions.**

**Note:**

1. Copy of the degree certificate / educational qualifications has to be enclosed with the C.V
2. Adequate support staff like civil engineer, structural engineer, geo technical engineer, surveyors, institutional, capacity building, soil experts, etc., may be brought in by the consultants from allied and

associated fields with adequate experience to ensure that the objectives of the project are achieved within the stipulated timelines.

3. The Team Leader shall be full time professional to be stationed in Chennai till the completion of Study.
4. A site plan showing the layout is attached with this ToR for Bidder's reference only.
5. The Consultant shall make necessary presentations to Authority and to various departments as required during various stages of the assignment with necessary key experts as required basis.
6. **Replacement of Key Experts:** Except as the Authority may otherwise agree in writing, no changes shall be made in the Key Experts. Notwithstanding the above, the substitution of Key Experts during engagement period may be considered only based on the Consultant written request along with the letter by Expert (addressed to the Authority) and due to circumstances outside the reasonable control, including but not limited to death or medical incapacity (Expert letter along with medical certificate). In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience.
7. Any and all material shared during the course relating to the Projects are confidential including but not limited to the recommendations, information being shared, (the "Confidential Information") shall not be made public or shared with any other party without the prior written consent of the other Parties to this agreement or the Party to whom such Confidential Information belongs.
8. The GCC will provide office space at Head Office.
9. Office space without any furnishings on as available basis, will be provided by the Authority within of their premises and all other furnishings, equipment, hardware, software, other requirements, etc., has to be arranged by the Consultant at its own risk and cost for the entire duration of engagement.
10. In case of any specific meeting requirement required by the TNUISL / GCC for project related work, it shall be attended by the consultant and report shall be furnished within a reasonable time. No additional cost will be provided to the Consultant for attending multiple meetings.
11. The Consultant shall replace any staff on instruction by the Authority for poor performance.

## **9. PROCEDURES FOR REVIEW OF PROGRESS REPORTS.**

The review committee will review the reports submitted by the consultant. The decisions/suggestion carried out will be reviewed in the next meeting. The comments or views on the various reports will be given to the consultant within 15 days of submission. In addition to this, TNIDB/GoTN will review the Reports as required.

**Guidelines for preparation of Environmental Assessment Report as per ESMF, TNSUDP**

**1.0 Brief Introduction**

*A brief introduction to the project shall be provided in this section*

*.A brief description of the project area / city and salient features of the city shall be presented in this section, such as geographic location, climate, rainfall, soil profile, wind direction, existing drainage system, need for the proposed project etc.*

**2.0 The Project Objectives and Need**

A brief profile of the status of existing infrastructure in the project city with respect to the proposed project, service levels, problems & issues and salient features of the proposed project shall be discussed in this section along with the environmental implications of the proposed project by covering the following objectives.

1. Establish the environmental baseline in the study area
2. identify and assess the adverse environmental impacts; and provide requisite measures to address these impacts
3. identify the opportunities for environmental enhancements in the project area and provide requisite guidance/plans in this regard
4. Identify and assess the climate change related aspects of the project
5. Wherever relevant integrate the measures (mitigation and enhancement related) in the project planning and design;
6. Develop appropriate management plans and codes of practices for implementing, monitoring and reporting of the environmental mitigation and enhancement measures suggested.

The EA shall be carried out in line with the Government of India (GoI)'s regulations (EIA Notification), and to suit ESMF.

The EA shall comprise filling the screening format, Environmental screening, Project EA, and the Environmental Management Plans (EMPs) & Mitigation measures. The EA shall be carried out in a consultative manner through "Stakeholder Consultations", at various stages, with the affected communities, NGOs, selected government agencies and other stakeholders.

**3.0 Scope of Work**

*The following are the tasks to be performed by the consultants while conducting Environmental Assessment for the project including nature, scale and magnitude of impacts that the project is likely to cause on environment.*

### **Task 1 Description of Project**

A succinct description of the proposed project shall be provided covering: (a) status analysis of the existing infrastructure (b) description of each of the proposed components, activities and sub-activities. The task shall also bring out the rational, the need for the proposed project and list out the various benefits of project implementation. As part of this activity, the consultant shall provide necessary maps to scale

### **Task 2 Review of Earlier Studies**

The consultants shall review various earlier studies if any such as feasibility and detailed project reports, etc., of the project and understand the project and various aspects associated with the same. This shall provide a base to formulate the environmental surveys necessary for the project and assessing impacts of the same.

### **Task 3 Legislative and Regulatory Considerations**

A review of the legal and regulatory provisions applicable for the project shall be carried out in this task and provide relevance of the law or regulations to the sub-project. The objective of the review is to bring out the legal and policy issues to be addressed in the project at various stages of project development such as planning, design, execution and operation. In addition to the environmental laws such as EP Act, Water Act, Air Act, SWM rules, EIA notifications etc., the consultants shall review applicable operational policies / directives of the EFA.

The review shall thus provide a complete list of regulatory formalities required for the project and various clearances required from different regulatory agencies including State Pollution Control Board.

### **Task 4 Preparation of Environmental Profile**

An environmental profile of the project influence area shall be prepared, based on appropriate primary & secondary surveys and field investigations. The objective of this profile is to establish existing environmental conditions of the project area, in terms of air, water, noise, soil and other environmental parameters, which should form the basis for prediction of impacts due to proposed project activities. As part of this, the environmentally sensitive land uses (protected natural areas, areas of ecological value, sensitive receptors like schools, hospitals etc) would also be identified and plotted on a map to scale.

The extent and duration (at least one season for rapid assessment and the three seasons for full detailed assessment) of surveys shall be judiciously decided by the consultant as per requirements of the environmental regulations applicable in India and guidelines of international funding agencies. The profile prepared shall be adequate enough to predict impacts of the project and shall cater to the requirements of obtaining necessary environmental clearances from the authorities.

The profile shall essentially include all physical, ecological and socio-economic components of the project environment and bring out the salient and sensitive features of the same. Important aspects such as reserve forests, national parks, major water bodies, structures of archaeological / historic importance, and other environmental resources (if any) shall be identified and salient features of the same shall be presented.

In addition to the basic environmental profile, quality of water supplied by the present water supply system, potential points of cross contamination and health profile of the project area population shall also be brought out in detail through appropriate sampling surveys and field investigations.

***Detailed activities to be carried out under environmental assessment is given under section 4.0.***

#### **Task 5 Determination of Potential Impacts**

Based on the environmental profile of the project area prepared above and the proposed project activities discussed under 1.0 Brief Introduction, the consultants shall carry out environmental screening to determine the nature of impacts and level of Environmental Assessment to be carried out (Section 5.0 provide the details to be carried out).

- 1) In case of low or insignificant level of impacts, where an EMP will suffice, the consultant shall review the recent versions of generic EMPs available with TNUIFSL and carry out necessary changes to suit the project requirements.
- 2) As part of screening, if medium to high impacts, requiring a detailed EA and standalone EMP, the consultant shall carry out detailed impact analysis. The consultant shall predict environmental impacts of the project components, activities and sub-activities on various environmental attributes (bio, geo and physical) through appropriate analytical tools and techniques such as modelling techniques, over lays, etc. Significant or insignificant, permanent or temporary, reversible or irreversible, negative or positive impacts shall be categorised separately and presented for each phase of project development.
- 3) Based on the outcome of the screening, if subsequent relevance to climate change is envisaged in the project implementation or during operation, then the consultants shall collect relevant information and appraise the climate change impact. The consultants shall identify adaptation needs of the project, review for greenhouse gas reduction potential and identify necessary measures for implementation.

All identified impacts shall be summarised in an easily understandable format and the magnitude and significance of each impact shall be explained in detail.

An analysis of various project alternatives, including the 'Project' and 'No Project' scenario shall be brought out and impacts shall be analysed for each scenario. Based on the above analysis the best alternative that causes minimum or no impact shall be recommended for implementation.



## **Task 6 Stakeholder Consultations**

The consultants shall carry out consultations with Experts, NGOs, Forest Department (if applicable) and other selected Government Agencies and other stakeholders to (a) collect baseline information, (b) obtain a better understanding of the potential impacts (c) appreciate the perspectives/concerns of the stakeholders, and (d) secure their active involvement during subsequent stages of the project as appropriate. For E1 projects at least two consultations shall be conducted, one after screening and the second with the draft final EA / EMP.

Consultations shall be preceded by a systematic stakeholder analysis, which would (a) identify the individual or stakeholder groups relevant to the project and to environmental issues, (b) include expert opinion and inputs, (c) determine the nature and scope of consultation with each type of stakeholders, and (d) determine the tools to be used in contacting and consulting each type of stakeholders. A systematic consultation plan with attendant schedules will be prepared for subsequent stages of project preparation as well as implementation and operation, as required. Where community consensus is required in respect of proposed mitigation measures for impacts on community assets including water bodies, places of worships etc., specific plan for modification/relocation etc have to be disclosed and consensus obtained.

## **Task 7 Development of an Environmental Management Plan / Determination of Mitigation measures**

The consultants using outputs of the above tasks shall develop an implementable Environmental Management Plan (EMP) for the project. Development of an Environmental Management Plan is detailed under Section 5.0 below

### **4.0 Environmental Screening and EA activities to be carried out in detailed**

#### **4.1 Environment Screening**

- (v) Environmental screening shall be undertaken to identify the environmental hot spots along the project corridors, project relevance to climate change and determine the level of environmental analysis required for the EA. The consultant shall carry out a preliminary analysis to assess the nature, scale and magnitude of the impacts that the project is likely to cause on environment. In case of significant environmental impacts encountered (may be applicable to the entire project/specific project interventions/specific locations), The consultants shall explore possible alternatives to the project and/or project components in a consultative manner. The deliverable at this stage will be Environmental Screening Report.
- (vi) The screening exercise shall be supported through secondary and primary information collection and, stakeholder consultations on existing environment scenario. As part of the screening exercise the consultants shall:

- (a) Identify sensitive locations in the project area including regionally or nationally recognized environmental resources and sensitive manmade land uses like hospitals, schools, etc
  - (b) Establish baseline environmental quality with regard to air, water and noise at sensitive receptors.
  - (c) List and map common property resources such as roadside trees; forests, large water bodies; and major physical cultural properties, etc.
  - (d) Identify Human settlement, physical infrastructure and project activities that would result in severance.
- (vii) The consultants shall also appraise the project in terms of substantial greenhouse gas reduction potential and substantial need of adaptation to possible climate change.

#### **4.2 Project EA**

- (i) Existing Environment and Baseline Conditions: Baseline assessment shall be carried out based on the outcome of Environmental Screening carried out for the project. The baseline conditions shall be established through detailed primary level field surveys. At this stage the consultants shall prepare detailed maps showing candidate sites for environmental improvements. The specific tasks under this include the following:

- (ii) Data Collection: Data shall be collected on relevant physical, biological and socio-economic conditions to establish the current environmental status of the project area. The data collection should be undertaken to arrive at meaningful information that will facilitate assessment of impacts and preparing management plan. Broadly, the following form of the data categories shall be covered (the consultant is also encouraged to use professional judgement and local knowledge in defining other data requirements):

The current land uses at the proposed project site and the study area using maps plotted to appropriate scale, covering lakes/ponds and their uses, forests and its classification, ecologically sensitive areas (sanctuaries, national parks, wildlife corridors, identified areas of nesting, mangroves and / or of interest of migratory birds, etc.), prominent land marks, sensitive receptors, community severance, village settlements, agricultural lands, pasture and barren lands, various categories of CRZ areas if any, etc.

Physical - Geology, topography, soils, climate and meteorology (with emphasis on critical season considering water bodies and air quality), ambient air quality, surface and groundwater hydrology, existing sources of air emissions, existing water quality status of water bodies of importance.

- (iii) Biological and Ecological assessment covering water bodies, fauna & flora, ecologically sensitive areas (perceived as well as officially listed).
- (iv) Based on the outcome of screening report, the consultants shall carry out additional air and noise quality monitoring, which in future may depict the base line conditions for EMP monitoring.

Critical areas of environmental importance shall be identified as an output of the current environmental status of the project sites

- (v) Impact Prediction: The Consultant shall identify positive and negative impacts likely to result from the proposed project, interpreting "environmental" throughout the EA to include socio-

economic impacts as well as impacts on the natural environment. All the project activities during pre-construction, construction and operation phases shall be considered to assess the impacts. The impact assessment shall necessarily cover "no action" alternative in the analysis. The consultants shall regularly interact with technical and social team of the project to share the findings of the impact assessment. The assessment of environmental impacts shall necessarily cover (but not limited to) the following:

- (a) Impacts on the water bodies (including, but not limited to the impacts on water source proposed to be developed for the project in case of a water supply scheme)
- (b) Impacts on topography and surface drainage due the proposed project activities in the project area,
- (c) Community and cultural severance, identified through consultations
- (d) Expected impacts on the land use patterns at and around the proposed project facilities/components
- (e) Impact on ecologically sensitive features including spawning areas in creeks/estuarine areas, etc.
- (f) Detailed assessment of impacts on receiving water bodies (including source of water bodies and downstream impacts on riparian rights)
- (g) Assess the change of stream course due to diversion channels to construction intake structures and its impact on downstream users
- (h) Impact on Socio-economic aspects of the projects area
- (i) The noise and air quality related impacts during construction period on sensitive receptors shall be assessed
- (j) Impact on Trees, public utilities and other community structures, cross overs, etc to be assessed.
- (k) Any impacts that are irreversible and/or cannot be avoided or mitigated should be identified
- (l) The consideration of the aspects in terms of **climate change adaptation** (Climate Proofing) should ensure that the desired developmental impacts of the strategy or measure are not endangered despite the forecasted effects of climate change. Furthermore, the assessment should analyse whether the capacity for adaptation can be further increased in the framework of the strategy or measure. In this regard the expected climate changes and their consequences for the strategy or measure will be analysed. This includes both direct effects (e.g. more frequent flooding or drying out of water sources) and indirect effects of climate change. The analysis will also examine the longer targeted period of impacts beyond the formal period of the strategy or measure. On this basis, options will be developed and implemented to increase the capacity of the project to adapt.
- (m) The assessment and consideration of the potential for **greenhouse gas reduction**(Emission Saving) to avoid substantial greenhouse gas emissions. First, the expected development of greenhouse gases in the project area/sector will be assessed, followed by review of the planned strategy or measures for their contribution to greenhouse gas emissions and if there are potentials for reducing greenhouse gas emissions. On this basis, options to contribute to greenhouse gas reduction shall be developed, and if applicable taking into consideration the developmental impacts.

## **5.0 Environmental Management Plan**

The EMP should suggest ways / options for mitigating negative impacts of the project, the preventive measures necessary. Where required, EMP shall include community consensus for the mitigation measures proposed. The EMP shall identify the means / agency responsible for implementation of the same and recommend suitable monitoring mechanism for the EMP. The EMP shall be in the form of contract covenants and shall provide detailed cost estimates converted into BOQ items wherever necessary and applicable for implementation of the same. The consultant shall also recommend an appropriate institutional mechanism as per the requirements of EMP.

The above referred activity shall be applicable for Generic EMPs as well as specific EMPs developed as an outcome of detailed EAs

The consultant shall prepare a detailed EMP covering the measures to mitigate and/or minimize the negative impacts, including the implementation arrangement and a monitoring plan for the same with site specific requirements. EMP shall cover the following details:

a) Management/Mitigatory / Enhancement measures:

- (i) For each of the significant negative impact, the consultant should recommend measures to eliminate or mitigate the impact. In case any impact is non-mitigable, the cost of damage shall be estimated, and adequate compensatory measures shall be recommended.
- (ii) Consultants shall recommend enhancement measures for incorporation in the design for attaining energy efficiency, reuse of treated water, control of water leakage, energy generation etc.
- (iii) The cost (capital and recurring) of all the mitigation measures and the responsible parties for implementation should be clearly identified and shall be translated in to BOQ items. Wherever possible the measures should be drafted as contract clauses, which can be incorporated in construction/operational phase agreements
- (iv) The mitigatory measures should necessarily contain conceptual designs wherever necessary. The consultants should also specify neighborhood committees to supervise effective implementation of the proposed mitigatory measures.

b) Landscape plan: Wherever necessary, the Landscaping plan should be prepared considering the project area as a whole and shall meet project specific requirements. Considering the nature of the project area, the EA should provide a conceptual landscape plan for all the project components while considering the special environmental and social needs.

c) Budget Estimates: The EMP budget estimates shall be prepared for each of the project component and the shall be integrated with the overall project cost estimates and the relevant costs shall be included in the BOQ provisions

d) Monitoring Plan: The Consultant should specify the types of monitoring needed for potential environmental impacts during construction and operation. As in the case of the mitigation plan, requirements should be specific as to what is to be monitored, how and by whom along with reporting formats and recommendations if any Cost estimates are necessary and where monitoring reports are

to be prepared, the recipient responsible for review and any corrective action should be identified. The monitoring plan should be supplemented with a detailed schedule of implementation of EMP measures.

- e) Institutional Arrangement to Manage Environment Impacts Effectively: The consultants shall identify institutional/organizational needs to implement the recommendations of the project EA and to propose steps to strengthen or expand, if required. This may extend to new agency functions, inter-sectoral arrangements, management procedures and training, staffing, operation and maintenance, training and budgeting.

## **6.0 Public Disclosure**

The consultants are to provide support and assistance to the Client in meeting the disclosure requirements, which at the minimum shall meet the EFA's policy on public disclosure. The consultants will prepare a plan for in-country disclosure, specifying the timing and locations; translate the key documents, such as the EA Summary in local language; draft the newspaper announcements for disclosure; and help the client to place all the EA reports in the client's website.

The consultants shall prepare an Executive Summary of the draft EA Report in both English and Tamil for public disclosure. In addition, for E1 projects, the consultants shall provide for the initial consultation a summary of the proposed project's objectives, description, and potential impacts; a summary of the EA's conclusions for consultation after the draft EA report is prepared.

## ***7.0 Inputs to be provided by the Client***

The client shall make available all relevant documents, reports in connection to the project area/study area and facilitate procurement of data to the consultants.

### **Social Impact Assessment**

The purpose of the proposed Social Impact Assessment is:

1. Determine key social issues associated with the proposed sub-project.
2. Identify potential adverse social impacts associated with the proposed project and recommend measures to mitigate impacts.
3. Carry out an analysis of the vulnerable communities associated with the project, identify their concerns with regard to social aspects (including inclusion), and recommend measures to mainstream these into project design.
4. Determine the applicability of Involuntary and or Indigenous Peoples Policies for the identified impacts and carry out additional surveys, consultation to prepare mitigation plans in accordance with the provisions of ESMF, if required.

#### *1.0 Methodology:*

The consultant should devise appropriate methodology to carry out the various tasks towards realizing the above objectives. SIA should also include a census and socio-economic survey of Project affected households and the results will provide basis for preparation of Resettlement Action Plan in order to mitigate adverse impacts and enhance development outcomes of the project. The strategy for socio-economic survey should be drawn up based on findings of the above SIA exercises carried out through quick reconnaissance surveys, public consultations, and stakeholder analysis.

#### *2.0 Stakeholders:*

Identify the various groups who have an interest or a stake in the project. Stakeholders are those who are likely to be affected by a project, as well as those that may influence the project's outcomes. In addition to the beneficiaries of the project and other groups directly affected by it, stakeholders may include organized groups from the public and private sectors as well as civil society who have an interest in the project. Based on the findings of the stakeholder analysis, the Consultant will undertake a comprehensive consultation and participation process in the project area. This will include specific consultation with intended project beneficiaries and likely affected social groups on the proposed project objectives, components and implementation arrangements.

Participation: Examine opportunities and conditions for participation by stakeholders – particularly the excluded groups and women – in the project (e.g., implementation and/or monitoring; influencing decision-making; holding public institutions accountable for the services they are bound to provide; access to project benefits and opportunities; etc.).

#### *3.0 Preparation of RAP, if needed.*

Based on the outcome of SIA, additional surveys and consultations need to be carried out to prepare Resettlement Action Plan, if needed and should be prepared in line with the process described in paras 26-29 of ESMF. If private land acquisition is involved, then the applicable process under RTFCTLARR Act,

2013 should also be followed as required in the state. The respective ULB/ implementing agency need to approve the final report and need to disclose in their websites.

#### **4.0 Outputs:**

The final outputs include (i) social Impact Assessment; and (ii) Resettlement Action Plan, if needed. If Tribal persons are affected the required consultations and documentation needs to be discussed with the World Bank. All the draft reports will be reviewed by TNUIFSL/ Bank and the comments need to be incorporated.

#### **5.0 Indicative Data Requirements for Census and Baseline Socio-Economic Surveys:**

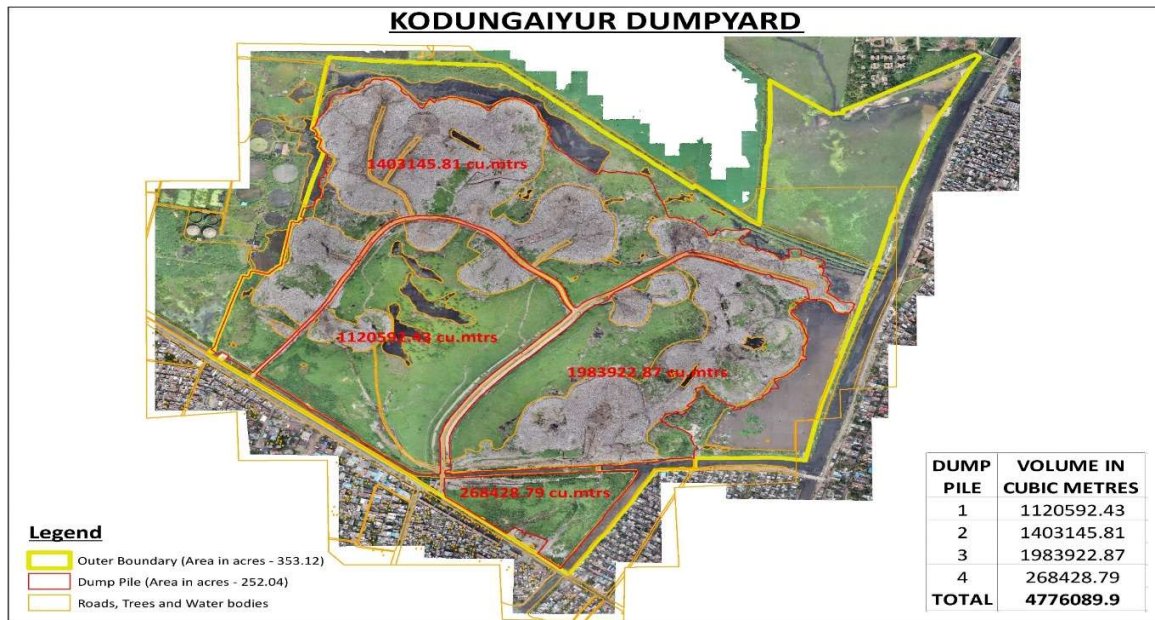
Socio-economic survey is meant to convert information gathered during initial consultative SIA exercises into measurable data, required for providing R&R assistance for different categories of PAPs, and for monitoring changes in people's conditions beyond the project period. The Socio-economic survey should provide information including but not limited to the following. The information gathered during the census and socio-economic surveys will form the basis for designing the Social Management and Tribal Development Plans.

1. Social status of the affected families/persons: Caste/ tribe/gender category of families
2. Economic status of the affected families/persons: source of livelihood, monthly incomes; number of bread earners in family and types of incomes, land ownership, household assets, ineptness, etc.
3. Residential families: nature and quantity of likely loss-homestead area, residential structure, agricultural land, cattle shed; types of RR assistance preferred
4. Commercial Units: nature of land and structure affected, title, business type, legal status of business, monthly incomes; number of employees;
5. List of landless wage labourers, employees working in formal or informal sector who may have been adversely affected due to the project with data on nature of occupation, education and skill level, social category, age, and income.
6. Common properties affected (grazing fields, community land, cultural properties, ponds, schools, community centres, dispensaries, emergency shelters; community forests; etc.)
7. List of vulnerable persons/families: (poor, SC/ST, women headed, aged/infirm, physically or mentally challenged) with socio-economic profile;
8. Other key information: travel time to workplace; access to basic services; health status; participation in development schemes of the government; level of mainstream linkage;
9. Any other information considered important in the local context.
10. The outcome of the census and baseline survey should be in the form of a report and include but not limited to: (1) lists of PAPs according to their socio-economic and impact category (residential-legal and squatters; commercial-legal and squatter category; and encroachers-residential and commercial); (2) aggregated data on mean/ average household incomes, access to basic services, social and economic categories affected; common properties; and other details. (3) R&R impacts showing impacted lands and structures (type, quantity) across specific sections in line with the finalized alignment maps.

## Site Map

Following image captures the volume of waste and waste sprawl at the site.

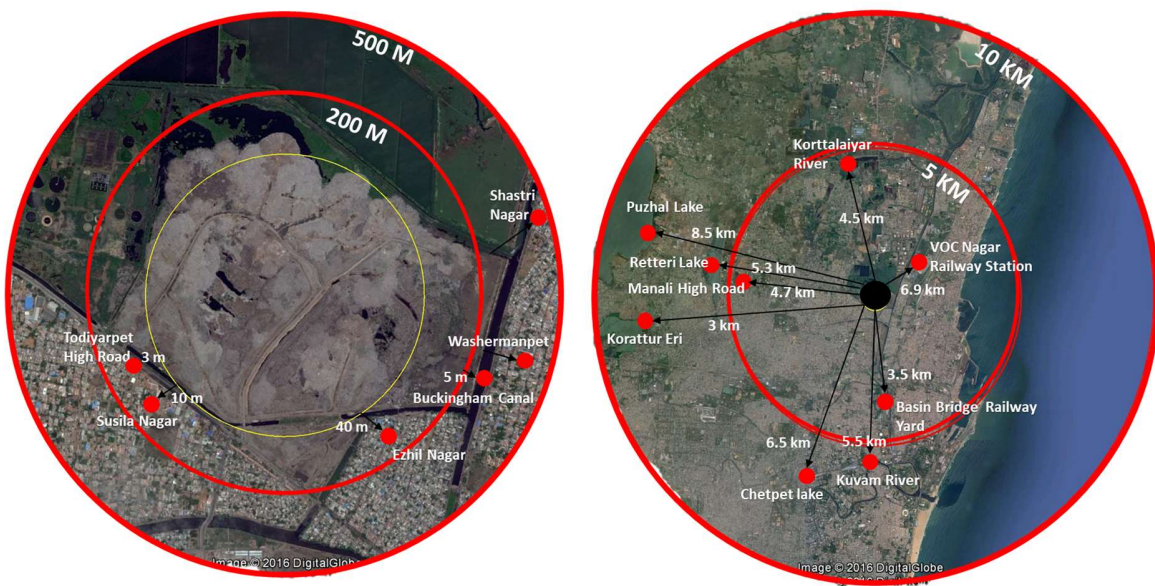
### Site Map- January 2019



*Kindly note that this volume has been measured in January 2019 which is liable to change during project preparation.*

The following image captures the location siting.

### Location siting



*The prospective bidders are advised to visit the site and get themselves familiarized with the project location.*



## **Annexure - 2**

### **PRE - QUALIFICATION COVER - 1**

#### **COVER LETTER**

(On the letter head of Bidder)

1

Date:

To

The Principal Secretary / CMD,  
TNUIFSL  
Fund Manager of PDGF  
19, T.P. Scheme Road  
Raja Annamalaipuram  
Chennai – 600 028

2

3

**Subject:** Appointment of consultant for.....

Dear Sir,

With reference to your RFP document dated ....., I/we, having examined the RFP and understood its contents, hereby submit our proposal

1. The pre-qualification, technical and financial proposals are unconditional.
2. All information provided in the proposal and in the Appendices / Annexures is true and correct and all documents accompanying such proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I/ We shall make available to PDGF / TNUIFSL any additional information it may find necessary or required to supplement or authenticate the proposal.
5. I/ We acknowledge the right of PDGF / TNUIFSL to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public Independent nor have had any contract terminated for breach on our part.
7. I/ We declare that:
  - a. I/ We have examined and have no reservations to the RFP Document, including any Addendum issued by PDGF / TNUIFSL.
  - b. I/ We do not have any conflict of interest in accordance with Clauses as per the RFP document;
  - c. I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender issued by or any agreement entered into with PDGF / TNUIFSL or any other public-sector enterprise or any government, Central or State;
  - d. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Bidders in accordance with the RFP document.
9. I/We believe that we satisfy the Conditions of Eligibility and meet the requirements as specified in the RFP document and are qualified to submit proposal in accordance with the provisions of the RFP document.

10. I /We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory Independent which could cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I /We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I /We further certify that no investigation by a regulatory Independent is pending either against us or against our MD / CEO or any of our Directors/ Managers/employees.
13. I /We undertake that in case due to any change in facts or circumstances during the Selection Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate PDGF / TNUIFSL of the same immediately.
14. I /We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by PDGF / TNUIFSL in connection with the selection of Consultant or in connection with the Selection Process itself, in respect of the above-mentioned Project.
15. The EMD (Bid Security) of Rs. \_\_\_\_\_/- (Rupees ..... only) in the form of demand draft, in accordance with the RFP document.
16. I /We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
17. I /We agree to keep this offer valid for 90 days from the proposal Due Date specified in the RFP.
18. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith.
19. I /We certify that we shall have no claim, right or title arising out of any documents or information provided to us by PDGF / TNUIFSL or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
20. I /We, \_\_\_\_\_ (Bidder's name) herewith enclose the Financial Proposal as per Annexure for selection of my/our firm as Consultant.
21. I /We agree and undertake to abide by all the terms and conditions of the RFP document.
22. In witness thereof, we submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

(Signature, name and designation of the of the Authorised signatory)  
(Name and stamp of Bidder)

**Annexure – 2 - A**

**STATEMENT OF LEGAL CAPACITY**

*(on the letter head of the Bidder)*

Ref.

Date:

To

The Principal Secretary / CMD,  
TNUIFSL  
Fund Manager of PDGF  
19, T.P. Scheme Road  
Raja Annmalaipuram  
Chennai – 600 028

**Sub:** Appointment of consultants for .....

Dear Sir,

We hereby confirm that we, the Bidder, satisfy the terms and conditions laid down in the RFP document.

We have agreed that (insert individual's name) will act as our Authorised Representative and has been duly authorised to submit our Proposal. Further, the Authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the Authorised signatory)

For and on behalf of.....

## **Annexure – 2 - B**

### **POWER OF ATTORNEY**

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr./Ms. (name & residential address) who is presently employed with us and holding the position of \_\_\_\_\_ as our true and lawful attorney (hereinafter referred to as the "**Authorised Representative**") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for Appointment of consultant for ..... in response to the RFP floated by PDGF including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the PDGF, representing us in all matters before the PDGF, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the PDGF in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the PDGF, and, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED  
THIS POWER OF ATTORNEY ON THIS.....DAY OF.....2021

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarized

Accepted

(Signature, name, designation and address of the Attorney)

*Notes:*

- 1) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common stamp affixed in accordance with the required procedure. Copy of such document should be submitted along with the power of Attorney.
- 2) Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

## **Annexure – 2 - C**

### **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:

b) Designation:

c) Company:

d) Address:

e) Telephone No:

f) Email Address:

g) Fax Number:

h) Mob No:

i) PAN No: Attach Proof

j) 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:

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

## **Annexure – 2 - D**

### **Financial Qualification of Bidder**

<b>S. No</b>	<b>Financial Year</b>	<b>Annual Turnover(Rs. In lakh)</b>	<b>Net worth</b>
1	2018-2019		
2	2019-2020		
3	2020-2021		

**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.

## **Annexure – 2 - E**

### **Eligible Project Experience of Bidder**

**Eligible Project Experience of Bidder for Pre-qualification as defined in Clause 7.2.(i) Similar Project in last \_\_\_\_ years**

**(Following Tables shall be filled in by Bidder)**

<b>S No</b>	<b>Name of Project</b>	<b>Completion Date</b>	<b>Eligible Assignment Name &amp; Brief Description of Deliverables</b>	<b>Name of Client, Address &amp; Contact No</b>	<b>Value of Contract (fee) Amount in INR.</b>	<b>Value of Project (Cost of the Project) Amount in INR.</b>	<b>Role of Bidder in Eligible Assignments</b>	<b>Whether as Lead Bidder or Minor Consortium Partner</b>	<b>Amount received for the assignment as on date</b>
<b>Completed</b>									
1									
2									
3									
4									
5									
<b>Ongoing</b>									
6									
7									
8									
9									

*(Assignment along with client certificate only be considered for evaluation)*

**Seal / Name & Signature of Authorised Signatory**



## **Annexure – 2 - F**

### **Legally binding signed declaration of undertaking**

We underscore the importance of a free, fair and competitive contracting procedure that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present tendering process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the Tamil Nadu Transparency in Tenders Act & Rules. We also underscore the importance of adhering to environmental and social standards in the implementation of the project. We undertake to comply with applicable labour laws and the Core Labour Standards of the International Labour Organization (ILO) as well as national and applicable international standards of environmental protection and health and safety standards. We will inform our staff of their respective obligations and of their obligation to fulfil this declaration of undertaking and to obey the laws of the country of India. We also declare that our company/all members of the consortium has/have not been included in the list of sanctions of the United Nations, nor of the EU, nor of the German Government, nor in any other list of sanctions and affirm that our company/all members of the consortium will immediately inform the PDGF if this situation occurs at a later stage. We acknowledge that, in the event that our company (or a member of the consortium) is added to a list of sanctions that is legally binding on the PDGF, the PDGF shall be entitled to exclude us/the consortium or, if the contract is awarded to our company/the consortium, to immediately cancel such contract if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion from the tender procedure occurs after the Declaration of Undertaking has been issued.

(Place)..... (Date)..... (Name of company).....

(Signature(s))

**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-3 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 sets (Original + Duplicate) of Technical proposals (With Soft copy in Pen drive) and one original of Financial proposal should be submitted to TNUIFSL, 19, 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, TNUIFSL will 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, TNUIFSL 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 invoice / bills by the firms in duplicate for respective stages.

(7) Review:

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.

## **TECHNICAL PROPOSAL COVER - 2**

### **FORM F-1**

From

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

To

The Principal Secretary / CMD

TNUIFSL

Fund Manager of PDGF

RajaAnnamalaipuram, Chennai 600 028

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,

Signature: \_\_\_\_\_

Full name \_\_\_\_\_

and address: \_\_\_\_\_

email id:

Phone no:

(Authorized Representative)

**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:

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

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

**Seal / Name & Signature of Authorised Signatory**

### **FORM F-3**

#### **WORK PLAN TIME SCHEDULE**

A. Field Investigation

Sl. No.	Item	Month-wise Program											
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th

B. Compilation and submission of reports

- |    |             |   |                        |
|----|-------------|---|------------------------|
| 1. | .....Report | } | As indicated under TOR |
| 2. | .           | } |                        |
| 3. | .           |   |                        |
| 4. | .           |   |                        |
| 5. | .....Report |   |                        |

C. A short note on the line of approach and methodology outlining various steps for performing the study.

**Seal / Name & Signature of Authorised Signatory**

**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
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2. Support Staff

S. No.	Name	Position	Task assignment
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**Seal / Name & Signature of Authorised Signatory**

**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 ]*

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**Certification:**

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

\_\_\_\_\_  
*[Signature of staff member and authorized representative of the Firm]*

**Date:** \_\_\_\_\_  
*Day/Month/Year*

**Full name of staff member:** \_\_\_\_\_

**Full name of the authorized representative:** \_\_\_\_\_



**FINANCIAL PROPOSAL COVER - 3**

**FORM NO.F-6**

**SCHEDULE OF PRICE BID**

**(On the letter head of Bidder)**

Sub: Appointment of Consultant for .....

Having gone through the RFP and having fully understood the scope of work for the Project as set out in the TOR, we are pleased to quote the following Professional fees for the Assignment as per the specified scope of Work:

Item	Amount in Rupees	
<b>Cost of the Financial Proposal</b>		
<b>(1) Remuneration</b>		
<b>(2) Out of pocket &amp; Other expenses</b>		
<b><u>Total Base Cost of the Financial Proposal: A</u></b>		
<b><u>GST    % - B</u></b>		
<b><u>Grand Total (A+B)</u></b>		

(Rupees in Words .....)

Note:

1. The Financial Proposal is inclusive of all out-pocket expenses which may be incurred towards travel, accommodation, documentation and communication, during the period of assignment.
2. In case of difference in amount quoted in figures and words, the value in words shall be considered for evaluation.
3. The breakup of expenses shall be provided by Bidder as given in Form No. F6-A.
4. The Financial Proposal is inclusive of all taxes i.e. income tax, professional tax and education cess except GST (as applicable).

**We understand you are not bound to accept any proposal you receive**

Signature  
Seal of Firm  
(Authorized representative)

**FORM NO.F-6 - A**  
**Cost Estimate of Services**

**Remuneration of Staff**

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

b) "

c) "

Sub-Total (Staff)

Support Staffs

Sub-Total (Support Staff)

**Out-of-Pocket Expenses:**

a) Per Diem:	Room	Subsistence <u>Cost</u>	Total	Days
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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**

**(To be attached with Technical Proposal Cover - 2)**

**WORK PROGRAM AND TIME SCHEDULE**

<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 months</u>
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Total

Reports Due/Activities and Duration

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

Field Full Time	Part Time
Reports Due	_____
Activities Duration	_____

**Form 8**

**Joint Bidding Agreement(the “JBA”)**

*(Applicable only when the Bidder is Consortium/JV)*

THIS JBA is entered into on this the ..... day of ....., 2021

**AMONGST**

1. {..... Limited, a company incorporated under the Companies Act, 2013} and having its registered office at ..... (hereinafter referred to as the “**Lead Member**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

**AND**

2. {..... Limited, a company incorporated under the Companies Act, 2013} and having its registered office at ..... (hereinafter referred to as the “**Other Member**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned members of the Lead and Other are collectively referred to as the “**Members**” and each is individually referred to as a “**Member**”.

**WHEREAS**

- A. The .....(Hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the “Bid”) by its Request for Proposal No. .... dated ..... namely “” (the “Project”).
- B. The Members are interested in jointly bidding for the Project as a Consortium/JV partners forming a Consortium/JV in accordance with the terms and conditions of the RFP document, and
- C. It is a necessary condition under the RFP document that the members of the Consortium/JV shall enter into an agreement and furnish a copy of this agreement with the Bid.

**NOW IT IS HEREBY AGREED as follows:**

**1. Definitions and Interpretations**

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning as specified thereto under the RFP.

**2. Consortium/JV**

- 2.1 The Members do hereby irrevocably constitute the Consortium/JV (the “Consortium/JV”) for the purposes of jointly participating in the Bidding Process for the Project as Consortium/JV members.
- 2.2 The Members hereby undertake to participate in the Bidding Process only through this Consortium/JV and not individually and/ or through any other Consortium/JV formation constituted for this Project, either directly or indirectly or through any of their Associates

**3. Covenants**

The Members hereby undertake that in the event the Consortium/JV is declared the Successful Bidder and awarded the Project, the Lead Member shall come into an Agreement with the Authority and for performing all its obligations as the Consultant as per the Agreement.

#### 4. **Role of the Members**

The Members hereby undertake to perform the roles and responsibilities as described below:

- a) Member of the First Part (Lead Member) shall possess the technical experience as per the RFP and shall have the power of attorney from Other Member for conducting all business for and on behalf of the Consortium/JV during the Tendering Process and until the appointed date (the date on which the agreement shall be signed);
- b) Member of the Second Part shall be the Other Member of the Consortium/JV.

#### 5. **Joint and Several Liability**

The Members do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Agreement.

#### 6. **Responsibilities of the Members**

The Members agree that the responsibilities of the Members, may be as follows:

- Lead Member : *(Fulfilling the Technical Qualification Criteria)-*
- Other Member : *(Fulfilling Other Qualifications and/ or Financial Criteria)*

#### 7. **Representation of the Members**

Each Member represents to the other Members as of the date of this JBA that:

- a) Such Member is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this JBA;
- b) The execution, delivery and performance by such Party of this JBA has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and Power of Attorney in favour of the person executing this JBA for the delegation of power and authority to execute this JBA on behalf of the Consortium/JV Partners is annexed to this JBA, and shall not, to the best of its knowledge:
  - i. require any consent or approval not already obtained;
  - ii. violate any Applicable Law presently in effect and having applicability to it;
  - iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
  - iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Member is a member or by which such Member or any of its properties or assets are bound or that is otherwise applicable to such Member; or
  - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Member, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Member so as to prevent such Member from fulfilling its obligations under this JBA; and
- c) there is no litigation pending or, to the best of such Member's knowledge, threatened to which it or any of its Affiliates is a member that presently affects, or which would have a material adverse effect

on the financial condition or prospects or business of such member in the fulfilment of its obligations under this JBA.

#### 8. Termination

This JBA shall be effective from the date hereof and shall continue in full force and effect until the Appointed Date in case the Project is awarded to the Consortium/JV. However, in case the Consortium/JV is either not pre-qualified for the Project or does not get selected for award of the Project, the JBA shall stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

#### 9. Miscellaneous

- i. This JBA shall be governed by laws of India.
- ii. The Members acknowledge and accept that this JBA shall not be amended by the Members without the prior written consent of the Authority.
- iii. The Members shall do the revenue share in the following proportion:  
Lead Member :  
Other member :

IN WITNESS WHEREOF THE MEMBERS ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS MEMORENDUM OF UNDERSTANDING AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

For and on behalf of

LEAD MEMBER by:

SECOND PART by:

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

In the presence of:

1.

2.

Notes:

1. *The mode of the execution of the JBA should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

*Each JBA should attach a copy of the Power of Attorney in favour of the person executing this JBA for the delegation of power and authority to execute this JBA on behalf of the Consortium/JV Members.*

**Consulting Services**

**Draft agreement of Contract for this Assignments Carried out by Firms / firm**  
(between PDGF with consultant)

To be executed in Rs. 100/- Stamp Paper

Subject: (Name of Assignment)

(Name of Firm) .....

PAN :

GST No:

This AGREEMENT ("Agreement") is executed at Chennai on this \_\_ day of .....2021 by and between PDGF, managed by TNUIFSL ('Client') (hereinafter will be referred as PDGF) having their office at No. 19, T.P. Scheme Road, Raja Annamalaipuram, Chennai – 600 028, 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. \_\_\_\_\_. (**Payments will be released to the lead firm only**)

The (Name of Client) will pay (Name of Firm), within 30 days of receipt of invoice after approval of GCC, which is as follows:

Payment schedule as per TOR

The above remuneration includes all the costs related to carrying out the services, including overhead and any taxes imposed on [Name of Firms.]

8. The [Name of Firms] will be responsible for appropriate insurance coverage. In this regard, the [Name of Firms] shall maintain workers compensation, employment liability insurance for their staff on the assignment. The Firms shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of the [Name of Firms] or its staff. The [Name of Firms] shall provide the (Name of Client) with certification thereof upon request. The risks and the coverage shall be as follows:
- (a) Third Party liability insurance with a minimum coverage of Value of assignment [cost of assignment quoted by the firm];
  - (b) Professional liability insurance, with a minimum coverage of Value of assignment [cost of assignment quoted by the firm];
  - (c) employer's liability and workers' compensation insurance in respect of the Personnel of the Firm and of any Sub-Firms, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;
9. The [Name of Firms] shall indemnify and hold harmless the (Name of Client) against any and all claims, demands, and/or judgments of any nature brought against the (Name of Client) arising out of the services by the [Name of Firms] under this Contract. The obligation under this paragraph shall survive the termination of this Contract.
10. The Firm agrees that, during the term of this Contract and after its termination, the Firm and any entity affiliated with the Firm, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
11. The Firm shall furnish a Bank Guarantee amounting to 5% of the negotiated firm's value in the form as per TT Act., within 21 days from the date of issue of LoI. The format of Bank Guarantee (specified at the end of the RFP) is enclosed in Annexure-5.
12. The Client shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Firm in the event of breach of the work assigned in the ToR or the finalized Agreement.
13. All reports, plans, drawings, specifications, designs, reports, bid documents and other documents, design calculations, etc., submitted by the Consultants in the performance of the Services shall become and remain the property of the Urban Local Body (ULB) / Greater Chennai Corporation (GCC). The Consultants may retain a copy of such documents but shall not use them for any purposes without the prior written approval of the ULB / GCC. The various reports and documents prepared as part of this assignment is not a public document and the reports / documents will always be the property of the ULB / GCC.
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 ensure that the staff assigned to perform the services under this Contract, will conduct themselves in a manner consistent herewith.
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 the Applicable law and the Client shall perform such duties, in regard to the deduction of such tax, as may be lawfully 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. Definition** For 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 Contract** The 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 the 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 Taken** A 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.

23. Conflict of Interests: The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests. Consultant Not to Benefit from Commissions, Discounts, etc.: The payment of the Consultant shall constitute the Consultant's only payment in connection with this Agreement, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that the Experts and agents of them, similarly shall not receive any such additional payment.

23.1. Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the TT Act, and shall at all times exercise such responsibility in the best interest of the Client.

23.2. Consultant and Affiliates Not to Engage in Certain Activities: The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant and any entity affiliated with the Consultant and any entity affiliated, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

23.3. Prohibition of Conflicting Activities: The Consultant shall not engage, and shall cause its Experts not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Agreement.

23.4. Strict Duty to Disclose Conflicting Activities: The Consultant has an obligation and shall ensure that its Experts shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Agreement.

24. Confidentiality: Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

25. Accounting, Inspection and Auditing: The Consultant shall keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs. The Consultant shall permit, the Client / GoTN and/or persons appointed by the Client / GoTN to inspect the Site and/or all accounts and records relating to the performance of the Agreement and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Client / GoTN if requested by the Client / GoTN.

26. The assignment may be deferred or foreclosed / terminated at any stage either in full or in part due to unavoidable circumstances / administrative reasons.

Place:

Date: .....

(Signature of Authorized Representative  
on behalf of Firm)

.....

.....

(Signature & Name of the Client's Representative)

.....

**Bank Guarantee for Performance Security**

To  
 Project Development Grant Fund (PDGF)  
 No.19, T.P. Scheme Road  
 Raja Annamalaipuram  
 Chennai – 600 028

In consideration of Project Development Grant Fund (PDGF) 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 “Consultant” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Client’s Letter of Intent no. .... dated ..... and the agreement to be executed for Rs. .... (Rupees .....), (hereinafter referred to as the “Agreement”) Consulting Services for

..... and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. .... (Rupees ..... ) to the Client for performance of the said Agreement. We, ..... (hereinafter referred to as the “Bank”) at the request of the Consultant 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 Consultant 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 Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant’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 .....).

We, ..... (indicate the name of Bank) undertake to pay to the Client any money so demanded notwithstanding any dispute or disputes raised by the Consultant 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 thereunder and the Consultant shall have no claim against us for making such payment.

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 Consultant 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.

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 Consultant 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 Consultant 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 Consultant or for any forbearance, act or omission on the part of the Client or any indulgence by the Client to the said Consultant 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.

This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(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.

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 ....., 2021

## **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