



**REQUEST FOR PROPOSAL (RFP)**

**for**

**CONSULTANCY ASSIGNMENTS**

**Firms**

**Lump sum - QCBS**

**Appointment of “Project Management Consultancy (PMC) firm for monitoring the implementation of Under Ground Sewerage Scheme (UGSS) in Pammal & Anagaputhur Municipalities.”**

**PROJECET DEVELOPMENT GRANT FUND (PDGF)**

**NO. 19, T.P. SCHEME ROAD,  
RAJA ANNAMALAIPURAM,  
CHENNAI – 600 028**

## LETTER OF INVITATION

Dear Sirs,

**Subject:** Consulting Services for “Project Management Consultancy (PMC) firm for monitoring the implementation of Under Ground Sewerage Scheme (UGSS) in Pammal & Anagaputhur Municipalities” - reg.

1. You are hereby invited to submit Pre-qualification, technical and financial proposals for Appointment of Consultant for the Consulting Services “Project Management Consultancy (PMC) firm for monitoring the implementation of Under Ground Sewerage Scheme (UGSS) in Pammal & Anagaputhur Municipalities” in Tamil Nadu, which could form the basis for future negotiations and ultimately a contract between your firm and **Pammal Municipality**.
2. The purpose of this assignment is for Appointment of Project Management Consultancy (PMC) firm for monitoring the implementation of Under Ground Sewerage Scheme (UGSS) in Pammal & Anagaputhur Municipalities for all works stipulated in the tender documents, as mentioned in the Terms of Reference (ToR).
  - 2.1 Client means PAMMAL MUNICIPALITY.
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 **30.06.2021 @ 11.00 hrs** in the **TNUIFSL, No. 19, T.P. Scheme Road, Raja Annamalaipuram, 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-bid meeting will be published only in the following web sites [www.tenders.tn.gov.in](http://www.tenders.tn.gov.in), and [www.tnuifsl.com](http://www.tnuifsl.com)

The Chairman & Managing Director or its representative.

TNUIFSL

No. 19, T.P. Scheme Road, Raja Annamalaipuram, 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 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." The proposal shall be submitted to **The Managing Director, TNUIFSL, No. 19, T.P. Scheme Road, Raja Annamalaipuram, Chennai – 600 028, Phone No: 24643103/4/5/7.**

- 6.2. The “Pre-qualification”, “Technical” and “Financial” proposals must be submitted in three separate sealed envelopes (with respective marking in bold letters) following the formats/schedules given in the Pre-qualification for firms (Annexure-2), supplementary information for firms (Annexure-3). The first envelope marked “Pre-qualification criteria” in one separate cover, viz., Cover-1 must be sealed with sealing wax and initialed twice across the seal. This cover should contain the Earnest Money Deposit (EMD) of **Rs. 2,00,000/-** in the form of Demand Draft to be taken in the name of “PROJECT DEVELOPMENT GRANT FUND” payable at Chennai. 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 initialed 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 initialed 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 Annmalaipuram, Chennai – 600 028, up to 11.00 hrs on 23.07.2021.**

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”.

**Tender not accompanied by the required EMD in the requisite form as mentioned in the RFP / tender document shall be summarily rejected.**

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 on **23.07.2021 at 11.30 hrs**. It may please be noted that the second envelope containing the technical proposal will not be opened until pre-qualification criteria is evaluated, and detailed price offer will not be opened until technical evaluation has been completed and the result approved and notified to all firms.

7. **Evaluation**

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

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

## 7.2 Pre-qualification

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

- a. Should have experience in providing Project Management Consultancy / Construction Supervision / Supervision of at least one completed project in the sector of Underground Sewerage and Water Supply sector with implemented project cost of at least Rs.200.00 crores in last 7 years (in single work order). (in the case of quoting an ongoing assignment in the above-mentioned sectors, the firm should have recommended at least Rs.200.00 crores of project under implementation as on 31st January 2021, the necessary client certificate for the same should be enclosed) – **Annexure 2 E**.

and

- b. Average annual turnover of **Rs. 200.00 lakhs** for the last three years ending March 2020. The Firm must ensure that they submit the evidence of eligibility criteria on turnover & positive net worth as on 31st March 2020 in the form of audited financial statements **signed by Chartered Accountant** for the last 3 (three) Financial Years. (2017-18, 2018-19 & 2019-20). **Audited financials shall be submitted as proof in the last three financial years as per the format attached – Annexure - 2 D.**

**Assignments done in India only will be considered either with Central Government / State Governments / Department / Urban Local Bodies / Government entities. 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).**

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

## 7.3 Technical Proposal

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

- (i) the quality of the methodology proposed (25 points); and  
[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 (75 points).

S. No	Key Professionals	Marks
1	Team Leader cum construction management expert (Full Time)	20
2	Wastewater and Drainage Expert	15
3	Process Engineer – Sewage Treatment Plant	10
4	Site Engineer – 1 (Full Time)	10
5	Site Engineer – 2 (Full Time)	10

S. No	Key Professionals	Marks
6	Quantity Surveyor – 1 (Full Time)	5
7	Quantity Surveyor – 2 (Full Time)	5
	<b>Total</b>	<b>75</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.**

#### 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, financial 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 Pammal Municipality / CMA / TNUIFSL/PDGF is not bound to select any of the firms submitting proposals. Further, as quality is the principal selection criterion, the Pammal Municipality / CMA / TNUIFSL/PDGF 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 Pammal Municipality / CMA / TNUIFSL.
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 Pammal Municipality / CMA / TNUIFSL / PDGF 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 ULB / TNUIFSL, if any is not reimbursable as a direct cost of the assignment.
14. Assuming that the contract can be satisfactorily concluded in August / September 2021, you will be expected to take-up / commence with the assignment in August / September 2021.
15. The successful Consultancy Firm / bidder will be invited for signing agreement. The Consultancy Firm / 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 Commissioner, Pammal Municipality" valid for a period of 18 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. 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 Consultant in the event of breach of the work assigned in the ToR or the finalized Agreement.
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 Consultancy Firm withdraws the tender after Tender opening during the period of validity of the tender.
  - (ii) If the Consultancy Firm withdraws the Tender after the issue of letter of acceptance of his Tender.
  - (iii) In the case of a successful Consultancy Firm, if the Consultancy Firm fails within the specified time limit to:
    - furnish the required performance security or
    - sign the Agreement
    - accept the Letter of Intent
  - (iv) if the Consultancy Firm 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 Consultancy Firm).
20. Please note that mobilization advance is not allowed in this contract.
21. It is estimated that about a minimum of **108 man-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.
22. Joint Venture, Consortium, Association are not allowed.
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, sealed and signed by the Firms.
24. Pammal Municipality / CMA / PDGF/TNUIFSL reserves the right to postpone / cancel this RFP at any point of time without assigning any reason, whatsoever.
25. 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 and the language for communication shall be English. The Jurisdiction will be courts of Chennai.
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. **Définition** 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, 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

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 28.

**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 Consultancy Firms 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 ULB / TNUIFSL, Project site etc. PDGF / TNUIFSL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

33. Misrepresentation/ improper response by the Consultancy Firm may lead to the disqualification of the Consultancy Firm. If such disqualification / rejection occurs after the Proposals have been opened and the highest-ranking Consultancy Firm gets disqualified / rejected, then PDGF/TNUIFSL reserves the right to consider the next best Consultancy Firm or take any other measure as may be deemed fit in the sole discretion of PDGF/TNUIFSL, including annulment of the Selection Process.
34. PDGF / TNUIFSL reserves the right to make inquiries with any of the clients listed by the Consultancy Firms in their previous experience record.
35. The assignment may be deferred or foreclosed / terminated at any stage either in full or in part due to unavoidable circumstances / administrative reasons.
36. Test of responsiveness:
- i. Pre-qualification Proposal along with EMD – Cover – 1  
(Signed and sealed copy of the RFP, Pre-proposal Minutes of the Meeting, Addendums issued, etc., shall be submitted as part of Cover 1, without any financials)
  - ii. Technical Proposal – Cover – 2
  - iii. Financial Proposal – Cover – 3
  - iv. All the pages of above proposals (addendums / corrigendum issued, if any) shall be duly sealed and signed by the Consultancy Firms authorized representative as part of the Technical proposal – cover-2.

**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/-  
Chairman &  
Managing Director  
TNUIFSL  
Fund Manager of PDGF

**Terms of Reference for Project Management Consultant for monitoring the implementation of Under Ground Sewerage Scheme (UGSS) in Pammal & Anagaputhur Municipalities.**

**1. Background**

**Pammal Municipality:**

Pammal Municipality is a selection grade municipality spread over an extent of 13.80 sq.km with a population of 75,870 of which 37,971 are males while 37,899 are females as per report released by Census India 2011 and it has 21 administrative wards.

Population of Children with age of 0-6 is 8264 which is 10.89 % of total population of Pammal Municipality. In Pammal Municipality, Female Sex Ratio is of 998 against state average of 996. Moreover, Child Sex Ratio in Pammal is around 957 compared to Tamil Nadu state average of 943. Literacy rate of Pammal city is 91.05 % higher than state average of 80.09 %. In Pammal, Male literacy is around 94.28 % while female literacy rate is 87.83 %.

Pammal Town is situated about 20 Km. south of the Capital City of Chennai and is part of Chengalpet District of Tamil Nadu. The famous from Tambaran to Poonamalle divide the town into east and West. Pammal Municipality has total administration over 18,812 houses to which it supplies basic amenities like water and sewerage.

The present water supply to this town is received majorly from GLSR in Alandur maintained by CMWSSB Board. The average Daily requirement of water supply to this town is as per 2011 census population 6.83 MLD with a per capita supply at rate of 90 LPCD & 10.24 MLD @ 135 LPCD. Daily about 2.00 MLD of water is being supplied by CMWSSB. With Municipality meeting about 1.19 MLD from its local source, thus totaling to 3. 19MLD. The general topography of the town indicates a gentle fall from south to north and from west to east.

The total population of these municipality is exceeding 75 thousand as per Census 2011, the sewage generation is considerably high in this municipality and is about 8.3 MLD. The present disposal of sewage is through septic tanks, open drains and public conveniences. Proper disposal of sewage is essential to keep the environment clean and safe; it also leads to the way of meeting good hygiene of the people. As Under Ground Sewerage System (UGSS) is one of the primary key indicative factors for the economic development, it was decided to take up the UGSS in Pammal Municipality.

## **Anagaputhur Municipality**

Anagaputhur Municipality is a Grade II municipality spread over an extent of 4.05 sq.km with a population of 48,050 of which 24,158 are males while 23,892 are females as per report released by Census India 2011 and it has 18 administrative wards with 325 streets.

Population of Children with age of 0-6 is 5404 which is 11.25 % of total population of Anagaputhur Municipality. In Anagaputhur Municipality, Female Sex Ratio is of 989 against state average of 996. Moreover, Child Sex Ratio in Anagaputhur is around 975 compared to Tamil Nadu state average of 943. Literacy rate of Anagaputhur city is 87.92 % higher than state average of 80.09 %. In Anagaputhur, Male literacy is around 92.55 % while female literacy rate is 83.25 %. Anagaputhur Municipality has total administration over 12,146 houses to which it supplies basic amenities like water and sewerage.

Anagaputhur Town is situated 20 K.M. south of the Capital City of Chennai and is part of Kancheepuram District of Tamil Nadu. The Municipal Town, Anagaputhur is described as way of the Mangadu Kamatchi Amman Temple.

The present water supply to this town is received majorly from GLSR in Alandur maintained by CMWSSB Board. The average Daily requirement of water supply to this town is as per 2011 census population 4.32 MLD with a per capita supply at rate of 90 LPCD & 6.48 MLD @ 135 LPCD. The total quantity of water supplied is about 2.56 MLD. Daily about 0.90 MLD of water is being supplied by CMWSSB. Apart from this about 1.6MLD of water is supplied from Local source, mini power pump, bore well and from lorry supply. The general topography of the town indicates a gentle fall from south to north and from west to east.

The total population of these municipality is exceeding 48 thousand as per Census 2011, the sewage generation is considerably high in this municipality and is about 5 MLD. The present disposal of sewage is through septic tanks, open drains and public conveniences. Proper disposal of sewage is essential to keep the environment clean and safe; it also leads to the way of meeting good hygiene of the people. As Under Ground Sewerage System (UGSS) is one of the primary key indicative factors for the economic development, it was decided to take up the UGSS in Anagaputhur Municipality. There is also a need to treat the sewage properly before letting it to the water course River Adyar, which will help to prevent the environment and existing water bodies in the project area. Hence Anagaputhur Municipality decided to propose UGSS and STP in its municipal limits.

Now in order to supervise the UGSS works, the Urban Local Bodies (ULBs) has proposed to appoint a Project Management Consultancy firm.

In this regard, Commissioner of Municipal Administration has requested TNUIFSL to appoint a consulting firm for Project Management Consultancy for UGSS works to be executed by ULBs from the Project Development Grant Fund (PDGF) managed by Tamil Nadu Urban Infrastructure Financial Services Limited (TNUIFSL).

## **2. Objectives:**

The main objectives of this assignment are:

(i) Supervision of the works in order to ensure time bound completion as per approved specifications. The Consultant shall remain in the project during implementation till the successful completion of all works stipulated in the tender documents for the various packages.

(ii) Submission of periodical reports (physical as well as financial), assist Urban Local Bodies in liaison with other Government / Private Agencies for trouble free execution, assist ULBs in obtaining all Statutory and other clearances from the concerned departments, convene periodical tri-partite meetings with ULBs-Contractor-Consultant and attend meetings convened by CMA / ULBs with regard to project management related activities.

## **3. Scope of Assignment:**

The scope of the assignment covers the project management consultancy for monitoring the implementation of UGSS in Pammal and Anagaputhur Municipalities. The works mainly consist of checking the correctness of levels and verifying the DPR for its correctness. The Project Management Consultant (PMC) will perform all acts as are normally performed by a regular Project Management Division of a Government Department as required and will include the following:

The PMC will assist ULBs in Implementation management, which will include responsibility preparation of an effective implementation management plan (work sequencing, coordination with other utility departments, identify and management of bottlenecks, administrative clearance management, , communication with public etc), contract management, quality control, preparation of bills and as built drawings.

### **(i) Preliminary works**

The PMC shall

- (1) prepare an effective project monitoring plan using necessary tool.
- (2) draw up revised milestones with monthly targets in case of deviations
- (3) project financial budget considering the timeframe stipulated in contract executed with the Contractor for works and furnish the same to the ULBs.

**(ii) Liaison**

- (4) The PMC shall assist ULBs in obtaining permissions, statutory and other approvals / clearances from the concerned departments/agencies. Similarly, PMC shall assist in obtaining permission/clearance for utility and service connection diversions from the concerned agencies. However, ULBs will have to request and execute all necessary documents with the concerned authorities, in consultation with PMC.
- (5) The PMC shall provide all technical details related to this project and to assist the client for the preparation of reports to be submitted to the Government as and when required.
- (6) The PMC has to make presentations to various Departments / Agencies during the preliminary / liasoning / supervision and monitoring / defect liability period as required.
- (7) The PMC has to provide necessary write-ups / Minutes of Meeting / Drafting of Agendas etc., as required and requested by CMA / ULBs relating to the project.

**(iii) Supervision and Monitoring**

- (1) The PMC shall open an office in Pammal / Anagaputhur Municipal area during implementation of all works stipulated in the tender document.
- (2) The PMC shall supervise the works during execution and ensure that the works are carried out by the Contractor as per the approved design and specifications as stipulated in the tender documents / contract executed with the Contractor for works.
- (3) The PMC shall supervise the works to ensure conformance of removal of debris, excavated earth etc and usage of materials as per the design/drawings/specifications stipulated in the tender documents/contract executed with the Contractor for works directed by the ULBs / CMA. The PMC shall approve materials and quality of works based on test results produced by the Contractor.
- (4) PMC shall verify the designs and in the case of change in designs, the PMC shall recommend the appropriate designs, drawings and estimates for the same.
- (5) The PMC shall ensure that the works adhere to the quality levels, gradients, alignment and dimensions specified in the tender document / contract executed with the Contractor.
- (6) The works shall be monitored, supervised, measured and certified that it is carried out as per Indian Standards or with other equivalent standards.
- (7) The PMC shall monitor progress with reference to agreed targets drawn up jointly by the Contractor with ULBs and deviation, if any, shall be brought to the notice of CMA / ULBs.
- (8) The PMC shall bring to the notice of CMA / ULBs with regard to any deviation required in the approved design and specifications (including substitution of materials, both in quantity as well as specification) required based on the site condition and suggest modifications, if any required. In all such cases, prior written approval of ULBs shall be obtained before starting of the execution (both for increasing or decreasing the cost

- of the works). Detailed justifications including rate analysis (with supporting documents) have to be provided by PMC to Pammal & Anagaputhur Municipality.
- (9) The PMC shall bring to the notice of CMA / ULBs with regard to any additional or balance works which are required to be carried out based on the site conditions, need and requirement of the project. In all such cases, prior written approval of CMA / ULBs shall be obtained before starting of the execution. Detailed estimates with justifications including rate analysis (with supporting documents) have to be provided by PMC to Pammal and Anagaputhur Municipalities.
  - (10) The PMC shall arrange to convene periodical tri-partite (ULB-Contractor-PMC) review meetings (not later than a month or as and when required by ULBs), prepare agenda and minutes for the meeting in consultation with CMA / ULBs.
  - (11) The PMC shall attend all meetings convened by CMA / ULBs regarding this project and attend meetings convened by any other agency as directed by CMA / ULBs, from time to time.
  - (12) The PMC shall maintain books for project accounts, measurement books etc
  - (13) The PMC shall inspect, check measure and record measurements in measurement books at each stage of works. In case of such of those works where measurements are hidden after completion as in the case of foundations, reinforcements in RCC structures, earth work excavation and quantity of excavated earth carted etc., check measurements are to be carried out immediately after each activity is completed.
  - (14) The PMC shall verify and certify the bills submitted by the Contractor and price escalation for the works completed by the Contractor in accordance with the tender documents / contract executed with the Contractor for works and actual work done as reflected in the measurement book / logbook, for payment by the PDGF. The bills have to be certified by ULBs.
  - (15) The PMC shall ensure that no additional claims (both for quantity as well as additional scope) shall be admitted without the prior written approval of CMA / ULBs.
  - (16) The PMC shall recommend the levy of liquidated damages from the Contractor for any non-performance with respect to contract executed by the Contractor for works.
  - (17) The PMC shall ensure strict observance of labour laws or other stipulation as indicated in the contract entered into with the Contractor for works, by the Contractor.
  - (18) The PMC shall station the core professionals including Environmental & Social Experts and support staffs at the project site as may be required during execution of the works.
  - (19) The PMC shall furnish monthly progress report (on or before 10th of the following month) in the formats as decided in consultation with the CMA / ULBs regarding physical progress, financial progress, deviations and additional works, deviations in miles stones, difficulties encountered, meetings convened, etc.
  - (20) The PMC should not issue press release or interact with the media (on / off the record) or general public regarding this project and shall not disclose any information regarding the project to any third party.

- (21) The PMC has to monitor the safety, social and environmental aspect of the works as per the contract. The PMC shall also monitor whether the contractor adheres to the labour / Environmental laws governed in India and CRZ clearance (if any) terms and conditions while implementing the project.
- (22) The PMC shall advise ULBs for extension of time if any, required for completion of works and implications / consequences of the same in term of cost as well as other issues.
- (23) The consultant shall take periodical (weekly, fortnightly, monthly and yearly) photographs and videos with high resolution for the ongoing works and completed works. The consultant shall also maintain a record (Photographs and Videos) showing before and after work sites for all the packages as listed.
- (24) The consultants shall provide necessary manpower during night shifts, monsoon, etc., as required including transportation for their staff.
- (25) Due to any reason whatsoever beyond the control of the client, if the work is stopped for more than 30 days, the consultant may demobilize the team with prior intimation to the client and mobilize the team / key personnel / support staff within 15 days upon request by the client to resume the work. There will be no payment done during this period / activity including for demobilization and remobilization.
- (26) Depending upon the level of supervision required during various phases of implementation, the client shall request the consultant to modify the staffing plan. In such case, the consultant shall change the staffing schedule.
- (27) The consultant has to quote a lump sum amount for completion of the tasks including the cost for some skeleton staff to be employed during the defects liability period of works contract.
- (28) The PMC firm shall also include a minimum necessary office and support staff. The support staff may be asked to be withdrawn with due prior notice in case of stoppage of work for short duration for reasons beyond control.
- (29) The PMC shall replace any staff on instruction by Client for poor performance etc.,
- (30) To carry out additional works if any with approval of CMA / ULBs payment shall be paid as per the negotiated and mutually agreed cost.
- (31) If the project execution extends significantly beyond 18 months additional cost may be arrived on a mutual acceptance in discussion with CMA / ULBs.

**(iv) Completion of works**

- (1) The PMC shall prepare work completion report for each package (indicating specifications as well as quantity). Such report(s) should be furnished along with the certification for final bill for settlement for the respective Package. The PMC shall certify “as-built drawings” prepared by the Contractor. All records including measurement books, logbooks etc., should be completed and handed over to ULBs. All reports / certification work has to be completed before settlement of final bill to the Contractor.



(2) In addition to the above, the PMC shall prepare a project completion report on a consolidated manner (including the details of assets created), on completion of implementation programme. The PMC shall assist in handing over the site along with assets created by the Contractor to ULBs.

**(v) Defects liability period applicable and activities**

Prepare quarterly report (on or before 10<sup>th</sup> of the following quarter) on defects noticed and submit the same to CMA / ULBS during the defects liability period.

**4. Abstract of works (proposed under implementation for both Pammal and Anagaputhur Municipalities):**

S No	Name of work	Estimated Cost Rs in Lakhs
1	Providing sewerage collection system with new underground sewer lines, manholes, pumping station and lifting station, House service Sewer connections for Pammal and Anagaputhur Municipality (Package – I)	10158.00
2.	Providing sewerage collection system with new underground sewer lines, manholes, pumping station and lifting station, House service Sewer connections for Pammal & Anagaputhur Municipality (Package – II)	6067.00
3.	Providing 27MLD (3 x 9 MLD) of Integrated sewerage treatment plant for Pammal and Anagaputhur municipality under DBOT Basis (Package – III)	4890.00
	<b>Total</b>	<b>21115.00</b>

**5. Schedule of completion of tasks:**

The service of the PMC shall start from the date of acceptance of Letter of Award for PMC and the scheduled time of completion of these activities/events for a period of 18 months in normal course. However, any delay in appointing the Contractor the manpower shall be deployed for Supervision, liaison, certification and to do all project management related works till the successful completion of works. The defect liability period is for a period of 24 months where quarterly reports alone should be submitted after making necessary site visits. The team need not be stationed in 24 months during Defect liability period.

**6. Data, services and facilities to be provided by the client:**

The CMA / ULBs will make available the copy of DPR for UGSS to the PMC.

## 7. Final outputs:

The PMC also should cover the Structural Engineer, Design Engineer, Environment & Social Impact components, other experts / specialists for the UGSS for Pammal and Anagaputhur Municipalities. For this suitable qualified, experienced and trained manpower should be posted in team on as required basis.

The PMC shall furnish the following documents during the course of the work:

1. Progress report (3 copies) on monthly basis on or before 10th of every month.
2. Scrutiny of Environment Management Plan (EMP) compliance report submitted by the Contractor (3 Copies), within one month from the date of LOA to the Contractors.
3. To submit any other Reports as required by the Funding Agencies GoTN / GoI
4. Periodic Statement of expenditure, on or before 10th of every month.
5. Quality Assurance report (QA Report) Package wise / overall shall be given along with the monthly reports. The necessary test reports done by the contractor shall also be enclosed along with the QA report along with necessary compliance statement.
6. Scheme completion report including as-built drawings (5 Copies), on completion of project activities.
7. Scheme completion report including as-built drawings (5 Copies), on completion of project activities from each of the contractor.
8. O & M Manual (2 copies), within two months of completion of project activities.
9. Other statements on as required basis by the ULBs / CMA / TNUIFSL / Government

## 8. Matrix of Manpower

### (i) Key Personnel (During Implementation Period of 18 months)

S. No	Personnel	Nos	Man Months
1	Team Leader cum construction management expert (Full Time)	1	18
2	Wastewater and Drainage Expert	1	9
3	Process Engineer – Sewage Treatment Plant	1	9
4	Site Engineer – 1 (Full Time)	1	18
5	Site Engineer - 2 (Full Time)	1	18
6	Quantity Supervisor - 1 (Full Time)	1	18
7	Quantity Supervisor - 2 (Full Time)	1	18
	<b>Sub-Total A</b>	7	108

**(ii) Minimum Support Staff (During Implementation Period of 18 months)**

<b>S. No</b>	<b>Personnel</b>	<b>Nos</b>		<b>Man Months</b>
1	Site Supervisors (6 Nos – Full Time)	6		18 x 6
2	Structural Engineering Expert	1	*	
3	Electrical / Mechanical Engineering Expert	1	*	
4	Environmental Safeguard Assistant	1	*	
5	Social cum Resettlement Safeguard Assistant	1	*	
	<b>Sub-Total B</b>	<b>8</b>		

\* On as required basis

**(iii) Key Personnel (During Defects Liability Period of 24 months)**

<b>S. No</b>	<b>Personnel</b>	<b>Nos</b>	<b>No of Quarterly Reports to be submitted</b>
1	Team Leader cum construction management expert (Full Time)	As required basis	8
2	Wastewater and Drainage Expert		
3	Process Engineer – Sewage Treatment Plant		
4	Site Engineer (2 Nos – Full Time)		
5	Quantity Supervisor (2 Nos - Full Time)		
6	Other experts / specialists, on as required basis		
	<b>Sub-Total A</b>		8 Quarterly Reports

\* On as required basis

This is only minimum support staff for all the projects taken parallel. The PMC shall deploy the support staff based on the requirement arrived based on projects ongoing/tendered out. However, the consultants shall assess and quote according to his need and requirement. No cost will be paid by ULBs / PDGF in case more support staff are required by the PMC. However, the tender evaluation will be done based on the total base cost quoted as per the financial proposal.

**10. List of key professional positions required in the field during execution.**

S. No	Position and designation	Qualification and Experience	Job description
1	Team Leader cum Construction Management Expert (Full time)	Graduate Civil Engineer and Postgraduate in environmental / public health engineering or management with 20 years of experience in the construction of UGSS Sector preferably in Government or Quasi Government and Exposure to PERT and CPM techniques, <b>preferably with experience in Contract Management.</b>	Overall responsible for the UGSS project and interact with the CMA / ULBs. Shall have control over all the staff deployed for the project and primarily responsible for the acts and abstinence to act by the staff of the Contractor.
2	Wastewater and Drainage Expert	Graduate Civil Engineer with post-graduation in Environmental Engineering / Public Health Engineering, with 15 years' experience in urban Sewerage and Drainage projects, and experience in similar capacity and sound knowledge of FIDIC contract conditions, Contract management, Construction Supervision of Sewerage and drainage system.	Wastewater and Drainage Expert will be responsible for implementation of Sewerage network and drainage system collection system and Sewage Treatment Plants, Pumping/ Lift Stations, oversee contract management and performance monitoring, ensuring the quality and progress during construction activities and implementation stage, assist in preparation of Project Completion Report.
3	Process Engineer – Sewage Treatment Plant	Graduate Civil Engineer and Post-graduation in PHE/ Chemical Engineering, ii) have Experience of 15 years in design, construction and O&M of municipal sewage treatment plants, and iii) sound knowledge of Contract management, Construction supervision and design of municipal Sewerage treatment plants.	Process Engineer – Sewage Treatment Plant will be responsible for review and approval of designs / drawings / details of sewage treatment plant and recycling of waste water using innovative technologies submitted by contractor, assist in contract management and performance monitoring, ensure the progress and quality of construction activities, assist in commissioning of Sewage Treatment Plant (STP), ensure

S. No	Position and designation	Qualification and Experience	Job description
			correctness of as-built drawings and operational manuals, establish O&M procedures and capacity building and training, contribute for preparing Project Completion Report.
4	Wastewater and Drainage Expert	Graduate Civil Engineer with post-graduation in Environmental Engineering / Public Health Engineering with 15 years' experience in urban Sewerage and Drainage projects, and experience in similar capacity and sound knowledge of FIDIC contract conditions, Contract management, Construction Supervision of Sewerage and drainage system. Experience in externally funded projects shall have added advantage.	Wastewater and Drainage Expert will be responsible for implementation of Sewerage network and drainage system collection system and Sewage Treatment Plants, Pumping/Lift Stations, oversee contract management and performance monitoring, ensuring the quality and progress during construction activities and implementation stage, assist in preparation of Project Completion Report.
5	Site Engineers (Full time)	Graduate in Civil Engineering and have 8 years of relevant experience in implementation and Construction supervision of urban infrastructure projects, Water supply and Sewerage project.	Site Supervisor shall assist in Construction supervision, Quality assurance and quality control, conduct various surveys, tests, investigations and data collection, Contract administration, Project management, recording of measurement and billing, Preparation of reports and ensure compliance with Safeguard requirements.
6	Site Supervisors (Full time)	Graduate/Diploma in Civil Engineering with 5 years of experience in the construction of drains preferably in Government or Quasi Government and Exposure to PERT and CPM techniques.	He will be handling all civil construction work including quality and quantity management and liaise with CMA / ULBs for execution of work.

S. No	Position and designation	Qualification and Experience	Job description
7	Quantity Surveyor (Full Time)	A graduate in Civil Engineering with about 8 years' experience in implementation of Civil works.	Shall verify the works executed by quantifying the materials used, quantify the excavated materials, stacking and sending out from the project site.  Shall maintain the measurement books of various works and shall report to site engineer.

1. Copy of educational certificates shall be enclosed.
2. The above team will be supported by a minimum number of site supervisors for ensuring required level of supervision including Environmental & Social Safeguards specialists.
3. The number of staff required is only tentative and it may increase as per the requirement of the ULBs.
4. The site Engineer/Supervisor's role shall be required during Night shifts on as required basis. The PMC is expected to plan the works accordingly. No additional cost will be provided for Night shifts.

## 11. Payments:

The payment will be paid as follows:

### 11.1. During Implementation Period (18 Months)

Since the projects are taken at different durations; % of the fee quoted by the consultant will be in proportion to the payments made to the contractors towards *progress or completion of works*. The payment will be calculated as follows:

- ***Amount recommended for payment / Total works contract value \* 85% of consultant fee.***

### 11.2. Completion of Implementation Period

5% on submission of final bill, completion report and certified as-built drawings for all the works.

### 11.3. During Defects Liability Period (24 Months)

10% will be paid on submission of inspection and action taken reports including Quarterly Reports during the defects liability period based on the terms and conditions specified in the RFPs / Tender documents / contract agreement executed between Pammal Municipality and the Contractors for UGSS.

**Note: the consultant shall keep copy of all the consolidated running account bills certified while claiming their payment.**

## **12. Conditions:**

- i. The consultant firm shall also include a minimum necessary office and support staff. The support staff may be asked to be withdrawn with due prior notice in case of stoppage of work for short duration for reasons beyond control.
- ii. The consultant shall replace any staff on instruction by Client for poor performance etc.,
- iii. The consultant has to quote a lump sum amount for completion of the tasks including the cost for some skeleton staff to be employed during the defects liability period of works contract. The consultants shall indicate break-up of costs a total of 18 months and also for a defect liability period of 24 months.
- iv. Depending upon the level of work required during various phases of implementation, the client shall request the consultant to modify the staffing plan. In such case, the consultant shall change the staffing schedule.
- v. Due to any reason whatsoever beyond the control of the client, if the work is stopped for more than 30 days, the consultant may demobilize the team with prior intimation to the client and mobilize the team / key personnel / support staff within 15 days upon request by the client to resume the work.

### **12.1 Requirements of Consultancy:**

- i. Consultant will have to arrange for his own office space / other logistics / etc at their own cost and risk at various locations based on the projects taken up.
- ii. In case of any specific quality testing required by the Client and any Departments for any work, it shall be carried out by contractor / Line Department / Client and the same shall be inspected / verified by the consultant and report shall be furnished within a reasonable time. No additional cost will be provided to the consultant for the same.
- iii. The support staff may be asked to mobilize / demobilize with due prior notice in case of stoppage of work for short duration for reasons beyond control.

### Salient Details of Under Ground Sewerage Scheme

Detailed project report is prepared at an estimate cost of Rs. 211.15 Crore.

Name of the Municipality	Chennai River Restoration Trust Allotment Fund (Rs. In Crore)	Integrated Urban Development Mission (Rs. In Crore)	Total Amount (Rs. In Crore)
Anagaputhur	15.65	63.15	78.80
Pammal	27.82	104.53	132.35
<b>Total</b>			<b>211.15</b>

Technical Sanction vide Chief Engineer, O/o Commissionerate of Municipal Administration, Chennai in Proceedings ROC.NO. 7129/2020/DO1, Date. 02.12.2020

S No	Name of work	Estimate Cost Rs in Lakhs
1	Providing sewerage collection system with new underground sewer lines, manholes, pumping station and lifting station, House service Sewer connections for Pammal and Anagaputhur Municipality (Package – I)	10158.00

2.	Providing sewerage collection system with new underground sewer lines, manholes, pumping station and lifting station, House service Sewer connections for Pammal & Anagaputhur Municipality (Package – II)	6067.00
3.	Providing 27MLD (3 x 9 MLD) of Integrated sewerage treatment plant for Pammal and Anagaputhur municipality under DBOT Basis (Package – III)	4890.00
<b>Total</b>		<b>21115.00</b>



### **Broad Components of the proposed Under Ground Sewerage System:**

Tender called for the above works on 21.01.2021 and work will be going to process as earliest.

- The scheme covers 100 Km Sewage Pipes, 4135 Nos. of Manholes. 19000 House service connection, 4 Nos. of Pumping Station and 1 No. of Lifting Station in Pammal Municipality.
- The scheme covers 58 Km Sewage Pipes, 2212 Nos. of Manholes. 7630 House service connection, 4 Nos. of Pumping Station and 4 No. of Lifting Station in Anagaputhur Municipality.
- Pammal and Anagaputhur Municipality is going to install a common sewage treatment plant capacity of 27 MLD considering both municipalities projected combined sewage flow.

The Present disposal of sewage is through septic tanks, open drains and public conveniences. Proper disposal of sewage is essential to keep the environment clean and safe. It also lead to the way of meeting good hygiene of the people. As underground sewerage system is one of the primary key indicative factors for the economic development, it was decided to take up the UGSS in Pammal and Anagaputhur Municipality. There is also need to treat the sewage properly before letting it to the water course, which will help to prevent the polluted environment and existing water bodies in the project area.

**Annexure - 2**

**PRE - QUALIFICATION COVER - 1**

**COVER LETTER**

(On the letter head of Consultancy Firm)

Date:

To

2

Project Development Grant Fund  
No.19, T.P. Scheme Road  
Raja Annamalai Puram  
Chennai – 600 028

3

**Subject:** Appointment of consultant for preparation of

.....

Dear Sir / Madam,

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 Pammal Municipality / CMA / TNUIFSL/PDGF any additional information it may find necessary or required to supplement or authenticate the proposal.
5. I/ We acknowledge the right of Pammal Municipality / CMA / TNUIFSL/PDGF 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 or any of our Associates or Consortium Member have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award against the Consultancy Firm, 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 / pre-bid minutes 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 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 Consultancy Firms 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 or any of our Associates 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 Associates 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, \_\_\_\_\_ (Consultancy Firm's name/Lead Member of Consortium 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 Consultancy Firm)

**Annexure – 2 A**

**STATEMENT OF LEGAL CAPACITY**  
*(on the letter head of the Consultancy Firm)*

Ref.

Date:

To

Project Development Grant Fund  
No.19, T.P. Scheme Road  
Raja Annamalai Puram  
Chennai – 600 028

**Sub:** Appointment of consultant for preparation of.....

Dear Sir,

We hereby confirm that we, the Consultancy Firm, 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 preparation ..... in response to the RFP floated by PDGF / TNUIFSL 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 / TNUIFSL, representing us in all matters before the PDGF / TNUIFSL, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the PDGF / TNUIFSL 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.....2020

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 Consultancy Firm 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 Consultancy Firm.

## Annexure – 2 C

### Details of Consultancy Firm

**(To be submitted on Letterhead of Consultancy Firm)**

- 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 Consultancy Firm
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 Consultancy Firm:
  - a) Name:
  - b) Designation:
  - c) Address:
  - d) Telephone No.:
  - e) Mob. No:
  - f) Email Address:
  - g) Fax No:

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



## Annexure – 2 D

### Financial Qualification of Consultancy Firm

S. No	Financial Year	Annual Turnover (Rs. In lakh)	Net worth
1	2017-2018		
2	2018-2019		
3	2019-2020		

**Statutory Auditor (Seal & Signature)**

**Name of Audit Firm:**

**Name of Partner:**

**Membership No.:**

**Firm Registration No.:**

**Contact No:**

**Address:**

**Note:**

The Consultancy Firm shall attach copies of the Balance Sheets, financial statements certified by Chartered Accountant in Practice with his registration no for each financial year. The Consultancy Firm 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 Consultancy Firm Eligible Project Experience of Consultancy Firm for Pre-qualification as defined in Clause 7.2.(a) Project in last seven years (Following Tables shall be filled in by Consultancy Firm)

Completed assignments of similar nature:

S. No.	Name of assignment	Name of project (Eg. Smart City / AMRUT Funded under state or World Bank or Multilateral etc)	Owner or sponsoring authority	Cost of consultancy assignment in Rs. Lakhs	Date of commencement	Date of completion	Was assignment satisfactorily completed	Area Developed in Sq.mts	Project cost in Rs. Crores	Client Certificate enclosed (yes or no)
1	2	3	4	5	6	7	8	9	10	11
2										
..										
..										
n										

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

Ongoing assignments of similar nature:

S. No.	Name of assignment	Name of project (Eg. Smart City / AMRUT Funded under state or World Bank or Multilateral etc)	Owner or sponsoring authority	Cost of consultancy assignment in Rs. Lakhs	Date of commencement	Date of completion	Was assignment satisfactorily completed	Area Developed in Sq.mts	Project cost in Rs. Crores	Client Certificate enclosed (yes or no)
1	2	3	4	5	6	7	8	9	10	11
2										
..										
..										
n										

Please attach relevant documents as proof (such as award letter, agreement copy, minutes of the review meeting, etc.)

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

**SUPPLEMENTARY INFORMATION FOR FIRMS**

**Proposals**

- (1) Proposals should include the following information:
  - (a) Technical Proposal
    - (i) 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-2.
    - (iii) A description of the manner in which consultants would plan to execute the work. Work plan time schedule in Form F-3
    - (iv) 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-4) duly signed by the concerned personnel.
  - (b) Financial Proposals

The financial proposals should include the Schedule of Price Bid in Form No. F-5 with cost break-up in Form 5A. for the work program indicated in Form F-3.
- (2) **Two sets (Original + Duplicate) of Technical proposals (With Soft copy in Pen drive) and only 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, PDGF / 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, PDGF / 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
- (7) Review: The Review Committee indicated in the ToR will review the reports submitted by the consultants.

**TECHNICAL PROPOSAL COVER - 2**

**FORM F-1**

From

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To

Project Development Grant Fund  
No.19, T.P. Scheme Road  
Raja Annamalai Puram  
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 NO.F-2**

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

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

1. Key / Technical / Managerial Staff

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

a) Team Leader

b)

c)

d)

2. Non-Key and Support Staff

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

a)

b)

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

Note: Explain the Role and task of work for each of the key and non-key expert with respect to this assignment.

**FORM F-3**

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

**WORK PROGRAM AND TIME SCHEDULE**

**I. WORK PROGRAM FOR THE OUTPUTS / ACTIVITIES**

Reports Due/Activities and Duration

- 1.
- 2.
- 3.
- 4.
- 5.

Reports Due \_\_\_\_\_  
Activities Duration \_\_\_\_\_

**II. TIME SCHEDULE FOR THE KEY AND NON-KEY EXPERTS**

S. No.	Key Professionals	Name	1	2	3	4	5	6	7	..	..	..	Total
			<b>Months / Weeks</b>										
1													
2													
3													
4													
	Total												

S. No.	Support Staff	Name	1	2	3	4	5	6	7	..	..	..	Total
			<b>Months / Weeks</b>										
1													
..													
..													

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 F-4**

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

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

Proposed Position: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Years with Firm/Entity: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

\_\_\_\_\_

Detailed Tasks Assigned: \_\_\_\_\_

\_\_\_\_\_

**Key Qualifications:**

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

\_\_\_\_\_

**Education:**

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

\_\_\_\_\_

**Employment Record:**

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

\_\_\_\_\_

**Languages:**

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

---

**Certification:**

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

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

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



**FINANCIAL PROPOSAL COVER - 3**

**FORM F-5**

**SCHEDULE OF PRICE BID**  
**(To be attached with Financial Proposal Cover - 3)**

**(On the letter head of Consultancy Firm)**

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 for Key and Non-Key Experts</b>			
<b>(2) Out of Pocket 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>			
			RS. _____/-

(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, etc., 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 Consultancy Firm as given in Form No. F5-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 F5-A - 1**

**(To be attached with Financial Proposal Cover - 3)**

**Cost Estimate of Services**

**I. Remuneration to Staff:**

S. No.	Key Professionals	Name	Rate Amt in Rs	Man Months	Total Cost Amount in Rs
1					
2					
3					
4					
	Total – A				

S. No.	Support Staffs	Name	Rate Amt in Rs	Man Months	Total Cost Amount in Rs
1					
..					
..					
..					
..					
	Total – B				

**II. Out-of-Pocket Expenses:**

S. No.						Total Cost Amount in Rs
1	Per Diem	Room	Subsistence	Total	Days	
2	Air Fare					
3	Lump Sum Miscellaneous Expenses					
..						
..						
	Total – C					

**III. Other Expenses:**

S. No.					Total Cost Amount in Rs
1	Local conveyance				
2	Printing cost				
3	Misc. if any				
4	..... cost per km				
5	..... cost per location				
6	Other ..... (detailed out)				
..					
	Total – D				

**Consulting Services**

**Draft agreement of Contract for this Assignments to be Carried out by Firm**

**Draft Agreement (between Commissioner, Pammal Municipality and Selected Consultancy Firm)**

To be executed in Rs. 100/- Stamp Paper

Subject: (Name of Assignment)

(Name of Consultant) .....

PAN:

GST No:

This AGREEMENT (“Agreement”) is executed at Chennai on this \_\_ day of .....2021 by and between The Commissioner, Pammal Municipality (‘Client’) (hereinafter will be referred as Client) having their office at....., Chennai – 6000\_\_, and M/s. ...., (‘Consultant’) (hereinafter will be referred as Consultant) having their office located at .....

1. Set out below are the terms and conditions under which Consultant has agreed to carry out for 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 Consultant with all relevant information needed to carry out the assignment. The services will be required in (Name of Assignment) for \_\_ months, during the period from \_\_\_\_\_ to \_\_\_\_\_ or till the date of completion of the assignment.
3. The 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 Consultant shall be paid for the services rendered for carrying out the assignment to the date of termination, and the Consultant will provide the Client with any reports or parts thereof, or any other information and documentation gathered under this Agreement 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 Agreement, its meaning and interpretation and the relation between the parties shall be governed by the laws of Union of India
6. The contract will become effective upon execution of this agreement between Pammal Municipality and the Consultant and will terminate on \_\_\_\_\_, or such other date as mutually agreed between the Client and the Consultant.
7. Payments for the services will not exceed a total amount of Rs. \_\_\_\_\_.

The PDGF will pay to consultant, within 30 days of receipt of invoice duly certified by “The Pammal Municipality.”

As per ToR

The above remuneration includes all the costs related to carrying out the services, including overhead and any taxes imposed on consultant.

8. The Consultant will be responsible for appropriate insurance coverage. In this regard, the Consultant shall maintain workers compensation, employment liability insurance for their staff on the assignment. The Consultant shall also maintain comprehensive general liability insurance, including Agreement 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 Consultant or its staff. The Consultant shall provide the 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 [Award cost];
  - (b) Professional liability insurance, with a minimum coverage of Value of assignment [Award cost];
  - (c) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, 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 Consultant shall indemnify and hold harmless the Client against any and all claims, demands, and/or judgments of any nature brought against the Client arising out of the services by the Consultant under this Agreement. The obligation under this paragraph shall survive the termination of this Agreement.
10. The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant and any entity affiliated with the Consultant, 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 Consultant shall furnish a Bank Guarantee amounting to 5% of the award 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 Consultant 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) / Commissionerate Municipal Administration (CMA). 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 / CMA. 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 (Pammal / Anagaputhur Municipality) / CMA.
14. The Consultant 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 Agreement, will conduct themselves in a manner consistent herewith.
15. The Consultant will not assign this Agreement or sub-Agreement or any portion of it without the Client's prior written Consent.
16. The Consultant 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 Consultant also agree that all knowledge and information not within the public domain which may be acquired during the carrying out of this Agreement, 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 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 Agreement 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 Agreement may be terminated by either Party as per provisions set up below:

a. By the Client

The Client may terminate this Agreement 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 Agreement.
- (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 Agreement, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Agreement.

b. By the Consultant

The Consultant may terminate this Agreement, 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 Agreement 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 Agreement 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 Agreement 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 Agreement, 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 Agreement, "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 Agreement 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 Agreement** 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 Agreement 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 Agreement.

**c. Measures to be Taken** A Party affected by an event of Force Majeure shall continue to perform its obligations under the Agreement 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 Agreement, 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 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 Agreement.

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 19.

**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 Agreement, 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 Agreement, 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 and the language for communication shall be English.

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: Chennai – 600 0\_\_

Date:

(Signature of Authorized Representative  
on behalf of the Consultant)

(Signature of Authorized Representative  
on behalf of the Client)

.....

.....

## **LIST OF ANNEXES TO AGREEMENT**

Annex 1: Terms of Reference and Scope of Services

Annex 2: Consultant Personnel and their tasks

Annex 3: Consultant's Reporting Obligations

Annex 4: Work Schedule

Annex 5: Key-person Schedule

Annex 5: Performance Guarantee



**Bank Guarantee for Performance Security**

To

The Commissioner  
Pammal Municipality  
Pammal  
Chennai – 600 0\_\_\_

1. In consideration of Pammal Municipality (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 .....).
2. We, ..... (indicate the name of Bank) undertake to pay to the Client any money so demanded notwithstanding any dispute or disputes raised by the 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.
3. We, ..... (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Client under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Client certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said 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.
4. We, ..... (indicate the name of Bank) further agree with the Client that the Client shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said 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.

5. 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.
  
6. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. \*\*\* \* (Rupees \*\*\*\*\*) only. The Bank shall be liable to pay the said amount or any part thereof only if the Client serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [\*\*\* (indicate date falling 90 days after the date of this Guarantee)].

For .....

Name of Bank:

Seal of the Bank:

Dated, the ..... day of ....., 2021