

**PROJECT DEVELOPMENT GRANT FUND (PDGF)**  
MANAGED BY  
TAMIL NADU URBAN INFRASTRUCTURE FINANCIAL SERVICES LTD

***SELECTION OF FIRMS***

for

PROVIDING PROJECT MANAGEMENT CONSULTANCY FOR  
IMPLEMENTATION OF “CAPACITY BUILDING AND TRAINING  
PROGRAMMES” FOR THE URBAN SECTOR IN TAMIL NADU

**INTERNATIONAL COMPETITIVE BIDDING (ICB)**

**REQUEST FOR PROPOSALS**

**Quality and Cost Based Selection (QCBS) - Lumpsum**

**KfW BANK ASSISTED**

**SMIF TN II PART 2 PROGRAM**

**Procurement No.**

**BMZ201170232/KFW507903**

# DISCLAIMER

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## SECTION 1. LETTER OF INVITATION

Place: Chennai

Date: 05.04.2022

Dear Sirs,

1. The Government of the Federal Republic of Germany through KfW Development Bank and Government of India (GoI) have agreed to provide funds under Sustainable Municipal Infrastructure Financing in Tamil Nadu Phase II – Part 2 (SMIF-TN II- 2) program. Tamil Nadu Urban Infrastructure Financial Services Limited (TNUIFSL) is the project executing agency for the program. As part of its on-going effort and as a proactive approach, Government of Tamil Nadu (GoTN) has proposed to impart various Capacity Building and Training Program (CBTP) to the participating entities<sup>1</sup> aimed at strengthening the Urban governance in the areas of project development, implementation, operation & maintenance. In this regard, the Chairman & Managing Director, TNUIFSL through PDGF proposes to appoint a Project Management Consultancy for implementing the Capacity Building and Training Program (CBTP) to the participating entities in Tamil Nadu. The firm(s) will be selected under Quality-and Cost-Based Selection (QCBS) procedures described in this RFP and in accordance with the KfW Guidelines for the Assignment of Consultants in Financial Cooperation with Partner Countries<sup>2</sup>.
2. The details on the Services are provided in the attached Terms of Reference.
3. The assignment is open to all eligible consulting firms.
4. Firm(s) will be selected under Quality-and Cost-Based Selection (QCBS) procedures described in this RFP.
5. The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Information to Consultants

Section 3 - Pre-Qualification & Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 - Terms of Reference

Section 6 - Standard Form of Contract.

Yours faithfully,

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

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<sup>1</sup>The Participating Entities are Directorate of Municipal Administration, Commissionerate of Town Panchayat, GCC, TWADB, CMWSSB, TUFIDCO, TNUIFSL

<sup>2</sup> <https://www.kfw-entwicklungsbank.de/Download-Center/PDF-Dokumente-Richtlinien/Consulting-E.pdf>

## SECTION 2. INFORMATION TO CONSULTANTS

### 1. Introduction

- 1.1. The Client named in the “Data Sheet” will select a firm among those who have submitted the proposal, in accordance with the method of selection indicated in the Data Sheet and detailed in the edition of the Guidelines indicated in the Data Sheet.
- 1.2. The consultants are invited to submit a Pre-Qualification, Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for consulting services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected firm.
- 1.3. The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the contract under each phase must be to the client’s satisfaction before work begins on the next phase.
- 1.4. The Consultants must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, consultants are encouraged to pay a visit to the Client before submitting a Proposal, and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Consultant’s representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.5. The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.6. Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Clients work place/site, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.
- 1.7. The consultants shall provide professional, objective, and impartial advice and at all times hold the Client’s interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their

prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

1.8. Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:

(a) A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

(b) Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.

1.9. As pointed out in para. 1.8 (a) above, consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

1.10. Any previous or ongoing participation in relation to the assignment by the firm, or its affiliates or associates under a contract with the Client may result in rejection of the proposal. Consultants should clarify their situation in that respect with the Client before preparing the proposal.

1.11. It is to require that client, as well as consultants under this contract, observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy,

(a) Defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Borrower and includes collusive practices among consultants (prior to or after submission of

proposals) designed to establish prices at artificial, non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

(b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

1.12. Consultants shall furnish information as described in the financial proposal submission form (Section 4A) on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal, and to contract execution if the firm is awarded the contract.

1.13. Consultants shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

## 2. Clarification and Amendment to RFP Documents

2.1. Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond to such requests by uploading the copies of the response/clarifications (including an explanation of the query, but without identifying the source of inquiry) in notified websites and free to download to all potential bidders.

2.2. At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addenda. Addenda will be uploaded in notified websites indicated in the Advertisement Notice and will be available free for download to all consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

### **Preparation of Proposal**

2.3. Consultants are requested to submit a Proposal written in the language(s) specified in the Data Sheet.

## **Pre-Qualification Proposal**

- 2.4. In preparing the Pre-Qualification Proposal, consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 2.5. The Pre-Qualification Proposal should provide the information as per the Data Sheet using the attached Standard Forms (Section 3)

## **Technical Proposal**

- 2.6. In preparing the Technical Proposal, consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 2.7. While preparing the Technical Proposal, consultants must give particular attention to the following:
  - (i) If a firm considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture relationship or sub-consultancy, as appropriate.
  - (ii) For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of key professional staff-months estimated by the firm.
  - (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or has an extended and stable working relation with it.
  - (iv) Proposed key professional staff must at a minimum have the experience indicated in the Data Sheet, preferably under conditions similar to those prevailing in the country of the Assignment.
  - (v) Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
  - (vi) The proposed key personnel shall be on full time for the subject assignment.
  - (vi) Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the client's national language.
- 2.8. The Technical proposal should provide the following information using the attached Standard Forms (Section 3):

- (i) A brief description of the firm's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.
  - (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services and facilities to be provided by the Client (Section 3C).
  - (iii) A description of the methodology and work plan for performing the assignment (Section 3D).
  - (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
  - (v) CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments during the last ten (10) years.
  - (vi) Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each key professional staff team member. (Sections 3E and 3G).
  - (vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.
  - (viii) Any additional information requested in the Data Sheet.
- 2.9. The Pre-Qualification and Technical Proposals shall not include any financial information.

### **Financial Proposal**

- 2.10. In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including remuneration for staff (foreign and local) in the field and at headquarters.
- 2.11. The Financial Proposal should clearly identify, as a separate amount, the applicable local taxes, duties, fees, levies, and other charges imposed under the applicable law.
- 2.12. Consultants shall express the price of their services in the Indian currency only in the prescribed format.
- 2.13. Commissions and gratuities, if any, paid or to be paid by consultants and related to the Assignment will be listed in the Financial Proposal submission form (section 4A).

2.14. The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

### 3. Submission, Receipt, and Opening of Proposals

- 3.1. The original Proposal (Pre-Qualification, Technical Proposal and if required Financial Proposal) shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialled by the person or persons who sign(s) the Proposals.
- 3.2. An authorized representative of the firm initials all pages of the Proposal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.
- 3.3. For each Proposal, the Consultants shall prepare the number of copies indicated in the Data Sheet. Each Pre-Qualification Proposal and Technical Proposal should be marked "Original" or "Copy" as appropriate along with soft copy in Pen Drive (Except Financial Proposal), Financial Proposal shall be submitted in a separate cover marked as "Original" without copy. If there are any discrepancies between the original and the copies of the Proposal, the original governs. The details of the financial proposal shall not be indicated or written anywhere else other than in the prescribed Financial Proposal Form to be submitted as a separate cover.
- 3.4. The original and all copies of the Pre-Qualification Proposal and Technical Proposal shall be placed in a sealed envelope clearly marked as Cover – 1 "**Pre-Qualification Proposal**" and Cover – 2 "**Technical Proposal**", and the original and all copies of the Financial Proposal in a sealed envelope clearly marked as Cover – 3 "**Financial Proposal**". All three envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE AUTHORISED REPRESENTATIVES OF THE CLIENT.**" The outer cover shall be marked with the name of the assignment.
- 3.5. The completed Pre-Qualification, Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any

Proposal received after the closing time for submission of proposals shall be returned unopened.

- 3.6. After the deadline for submission of proposals the Pre-Qualification shall be opened immediately by the evaluation committee. Eligible firm's proposals will only 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. The Financial Proposal shall remain sealed and deposited with the client or his representatives until all submitted proposals are opened publicly.

## 4. Proposal Evaluation

### **General**

- 4.1. From the time of submission of the bids, consultant shall not contact the Client on any matter related to its proposal. Any effort by the firm to contact and influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.
- 4.2. Evaluators of Pre-Qualification and Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including any reviews and issuance of a "no objection" letter, is concluded.

### **Evaluation of Pre-Qualification**

- 4.3. The evaluation committee appointed by the Client as a whole and each of its members individually evaluates the Pre-Qualification proposals on the basis of their responsiveness to the RFP, applying the evaluation criteria specified in the Data Sheet.

### **Evaluation of Technical Proposals**

- 4.4. The evaluation committee appointed by the Client as a whole and each of its members individually evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal shall not be evaluated further if it fails to achieve the minimum technical score indicated in the Data Sheet.

### **Public Opening and Evaluation of Financial Proposals; Ranking**

- 4.5. After the evaluation of Technical Proposal is completed, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered nonresponsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than one week after the notification date. The notification may be sent by registered letter, facsimile, or electronic mail.
- 4.6. The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 4.7. The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have costed all items of the corresponding Technical Proposals, if not, the Client will cost them and add their cost to the initial price), correct any computational errors, etc., as specified in the Data Sheet. The evaluation shall exclude those taxes, duties, fees, levies, and other charges imposed under the applicable law; and estimated.
- 4.8. The bid for services with the technical score will be adjusted into maximum possible number of 70 points. The number of points awarded to the other bids for services is reached by dividing the rating of each by the rating of the top bid for services, and then multiplying by the maximum possible number of points. The proposal was computed as follows  $S_t = 70 \times t / \text{highest technical score}$  (t – technical score of the firm). The number of points given for the price quotation will be added to the number awarded for the services bid. The order of the bidders will be determined by the total number of points awarded. The bid with the highest total number of points will be the best received.

The evaluation committee will determine if the financial proposals are complete and without computational errors. The lowest price quotation (fm), possibly adjusted, total value will receive the maximum possible number of points (30). The number of points awarded to the other price quotations opened is reached by dividing the total adjusted price in the lowest bid by the total adjusted price of each other bid and then multiplying by the maximum possible number of points. The financial scores of all the proposals will be computed as follows:  $S_f = 30 \times fm/f$  (f - amount of financial proposal).

All taxes, duties are excluded in price comparison evaluations.

Proposals will finally be ranked according to their combined technical (St) and financial (Sf) scores using a weight of 70% for technical proposal and 30% for financial proposal.

$$\mathbf{S = St + Sf}$$

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

- 4.9. The rate quoted shall be firm throughout the period of performance of the assignment up to and including discharge of all obligations of the Consultant under the Agreement.

## 5. Negotiations

- 5.1. Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.
- 5.2. Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. Special attention will be paid to getting the most the firm to ensure satisfactory implementation of the Assignment.
- 5.3. The negotiations will include a clarification (if any) (tax liability, etc.), and the manner in which it will be reflected in the contract. There will be no negotiation of the unit rates, including the man month rates.
- 5.4. Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurances that the key personnel / experts will be actually available for the full duration of the assignment on a full time basis. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- 5.5. The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the firm will initial the agreed contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

## 6. Award Of Contract

- 6.1. The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation
- 6.2. The firm is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

## 7. Confidentiality

- 7.1. Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

Clause Reference	<p style="text-align: center;"><b>DATA SHEET</b></p> <p style="text-align: center;"><b>Instructions to Consultants</b></p>
1.1	The name of the Client: <b>Project Development Grant Fund (PDGF) Managed by TNUIFSL</b>
1.2  1.2.1  1.2.2	<p>The method of selection is: <b>Quality-and Cost-Based Selection (QCBS)</b></p> <p>A Pre-Qualification, Technical and a Financial Proposals are requested: <b>Yes</b></p> <p>The name and objectives of the Assignment are: PROJECT MANAGEMENT CONSULTANCY FOR IMPLEMENTATION OF “CAPACITY BUILDING AND TRAINING PROGRAMMES” FOR THE URBAN SECTOR IN TAMIL NADU</p> <p><b><u>Objectives:</u></b></p> <p>To provide requisite handholding support to TNUIFSL for effective planning, implementing, coordination with various stakeholders, ensuring quality, monitoring and evaluation of various capacity building programmes under various packages for the participating entities in Tamil Nadu under Sustainable Municipal Infrastructure Financing (SMIF-TN) Program</p>
1.3	The Assignment is phased: <b>No</b>
1.4	<p>A pre-proposal conference will be held 30 days before submission: <b>Yes</b></p> <p><b><u>Date:</u></b> 19.04.2022 at 11.30 am</p> <p><b><u>Venue:</u></b> TNUIFSL, No.19, T.P Scheme Road, Raja Annamalai Puram Chennai – 600 028, Tamil Nadu, India</p> <p><b>Fax:</b> 044 – 24643106</p> <p><b>Email:</b> <a href="mailto:pandiands@tnuifsl.com">pandiands@tnuifsl.com</a>, <a href="mailto:raman@tnuifsl.com">raman@tnuifsl.com</a>, <a href="mailto:pradeep@tnuifsl.com">pradeep@tnuifsl.com</a></p>
1.5	The client will provide available information and data available with Commissionerate of Town Panchayats, Directorate of Municipal Administration, Greater Chennai Corporation, TUFIDCO, TNUIFSL, TWADB and CMWSS Board.
1.6	The Client envisages the need for continuity for downstream work: <b>No</b>
1.7	The clauses on fraud and corruption in the contract are: Sub-Clauses 2.6.1(d) of G.C.C.
2.1	Clarifications may be requested <b>up to two days prior to pre-proposal</b>

	<p><b>conference</b></p> <p>The address for requesting clarifications is</p> <p><b>The Chairman &amp; Managing Director, TNUIFSL, No.19, T.P.Scheme Road, Raja Annamalai Puram Chennai – 600 028, Tamil Nadu, India</b></p> <p><b>Fax: 044 – 24643106</b></p> <p><b>Email: pandiands@tnuifsl.com, raman@tnuifsl.com, pradeep@tnuifsl.com</b></p>
2.3	Proposals should be submitted in the following language: <b>English</b>
2.7	<p>i) Please list out the association with any other companies (if any). The Declaration of Undertaking and other statements must be signed with legal effect by sufficiently authorised representatives of the bidder, and in the case of joint bids by all partners.</p> <p>ii) The departments participating in the training will include the following:</p> <ol style="list-style-type: none"> <li>a. All Urban Local Bodies (Municipal Corporations, Municipalities &amp; Town Panchayats)</li> <li>b. Commissionerate of Municipal Administration,</li> <li>c. Directorate of Town Panchayats,</li> <li>d. Tamil Nadu Water Supply and Drainage Board (TWADB),</li> <li>e. Chennai Metropolitan Water Supply &amp; Drainage Board (CMWSSB)</li> <li>f. Greater Chennai Corporation (GCC)</li> <li>g. TNUIFSL</li> <li>h. TUFIDCO</li> </ol> <p>iii) The consultant shall coordinate with the above departments and the identified training providers and ensure the timely completion of the programmes as per the training calendar.</p> <p>iv) The batch size for each programme will be <b>15 to 100 participants</b></p> <p>v) The training programmes are to be conducted for <b>18-24 calendar months</b> from commencement and the project management consultancy will be required for 24 months.</p> <p>vi) Tentative details of the Training modules, No. of Batches, exposure visits etc., are provided in Enclosure 1.</p> <p>vii) Training will be conducted in the following language: <b>English and</b></p>

	<b>Tamil</b>
2.8	<p>i) Training is an important feature of this Assignment: <b>No</b></p> <p>ii) Additional Information in the Technical Proposal includes: <b>None</b></p>
2.11	<p>Consultants are responsible for payment of all taxes as applicable in India. Consultants are requested to consult tax consultants for details. The Client will however reimburse the following taxes</p> <p style="padding-left: 40px;">a. Goods &amp; Services Tax payable on the contract value for both foreign and domestic consultants payable in India.</p> <p>The above only are to be shown separately in their financial proposal</p>
2.12	The consultants to quote the costs in <b>Indian Rupees</b>
2.14	Proposals must remain valid 90 days after the submission date i.e. until: 20.08.2022 without change the personnel proposed for the assignment and your proposed price. The TNUIFSL will make its best efforts to select a consultant firm within this period.
3.3	<p>Consultants must submit an original and One additional copy of each proposal (Pre-Qualification and Technical Proposal alone along with soft copy in Pen Drive).</p> <p>One original of financial proposal</p>
3.4	<p>The proposal submission address is:</p> <p><b>The Chairman &amp; Managing Director</b>  <b>TNUIFSL, No.19, T.P Scheme Road, Raja Annamalai Puram</b>  <b>Chennai – 600 028, Tamil Nadu, India</b></p> <p>The information on the outer envelope should also include: Appointment of <b>Project Management Consultancy for Implementation of Capacity Building and Training Programmes for the Urban Sector in Tamil Nadu.</b></p>
3.5	<p>Proposals must be submitted no later than the following date and time:  <b>23.05.2022 BEFORE 15:00 hrs</b></p> <p>The proposals (first envelope (cover 1) containing pre-qualification criteria only) will be opened by the Chairman &amp; Managing Director, TNUIFSL or his authorized representative in its office at <b>15.30 hrs on 23.05.2022.</b> It may please be noted that the second envelope containing the technical proposal will not be</p>

	<p>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 firm</p>																		
4.3	<p><b><u>Eligibility / Pre-Qualification criteria</u></b></p> <p>Firms who have the following qualifications may submit the proposal -</p> <ul style="list-style-type: none"> <li>i) Firm should have completed at least one Project Management Consultancy in Capacity Building and Training Programme with a minimum contract value of Rs. 0.50 crore (Euro 0.06 million) in last 10 years from bid submission date. (Necessary proof shall be submitted by the Firm as per Form 3A-A1)</li> <li>ii) Average annual turnover of Minimum Rs.3.00 crore (Euro 0.35 million) for the last three years ending year 2020-21. The Firm must ensure that they submit the evidence of eligibility criteria on turnover &amp; positive net worth as on 31<sup>st</sup> March 2021 in the form of audited financial statements signed by Chartered Accountant for the last 3 (Three) Financial Years. (2018-19, 2019-20 &amp; 2020-21) – As per Form 3A.-A2.</li> </ul> <p><i>Assignment along with client certificate will only be considered for Pre-qualification evaluation. Only Pre-qualified firm's proposals will only be considered for technical evaluation. The technical and price envelopes of others will not be considered and returned unopened after completing the selection process.</i></p>																		
4.4	<p>The number of points to be given under each of the evaluation criteria are:</p> <table border="1" data-bbox="395 1458 1345 1984"> <tr> <td colspan="2"><b>Concept and Method</b></td> <td><b>40 Points</b></td> </tr> <tr> <td>(a)</td> <td>Clarity and completeness of the bid</td> <td>5 Points</td> </tr> <tr> <td>(b)</td> <td>Critical Analysis of Project Objectives and Terms of Reference</td> <td>10 Points</td> </tr> <tr> <td>(c)</td> <td>Proposal Approach &amp; Methodology, Work Plan &amp; Activity Schedule</td> <td>25 Points</td> </tr> <tr> <td colspan="2"><b>Key Professionals</b></td> <td><b>60 Points</b></td> </tr> <tr> <td>(a)</td> <td>Team Leader</td> <td>25 Points</td> </tr> </table>	<b>Concept and Method</b>		<b>40 Points</b>	(a)	Clarity and completeness of the bid	5 Points	(b)	Critical Analysis of Project Objectives and Terms of Reference	10 Points	(c)	Proposal Approach & Methodology, Work Plan & Activity Schedule	25 Points	<b>Key Professionals</b>		<b>60 Points</b>	(a)	Team Leader	25 Points
<b>Concept and Method</b>		<b>40 Points</b>																	
(a)	Clarity and completeness of the bid	5 Points																	
(b)	Critical Analysis of Project Objectives and Terms of Reference	10 Points																	
(c)	Proposal Approach & Methodology, Work Plan & Activity Schedule	25 Points																	
<b>Key Professionals</b>		<b>60 Points</b>																	
(a)	Team Leader	25 Points																	

(b)	Training Coordinator 1	15 Points
(c)	Training Coordinator 2	15 Points
(d)	MIS Database Expert	5 Points

Curriculum vitae of the personnel for assessing the qualification and experience of the personnel proposed to be deployed 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 (suitably 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.)	60 Points
iii.	Their language and experience in the Tamil Nadu	10 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 (St) will only be considered for financial evaluation. The price envelopes of others will not be considered and returned unopened after completion 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 financial proposal shall be opened in the presence of the firms representative 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.

4.8

Evaluations: The bid for services with the technical score will be adjusted into maximum possible number of 70 points. The number of points awarded to the other bids for services is reached by dividing the rating of each by the rating of the top bid for services, and then multiplying by the maximum possible number of points. The proposal was computed as follows  $St = 70 \times t / \text{highest technical score}$  (t – technical score of the firm). The number of points given for the price

	<p>quotation will be added to the number awarded for the services bid. The order of the bidders will be determined by the total number of points awarded. The bid with the highest total number of points will be the best received.</p> <p>The evaluation committee will determine if the financial proposals are complete and without computational errors. The lowest price quotation (fm), possibly adjusted, total value will receive the maximum possible number of points (30). The number of points awarded to the other price quotations opened is reached by dividing the total adjusted price in the lowest bid by the total adjusted price of each other bid and then multiplying by the maximum possible number of points. The financial scores of all the proposals will be computed as follows: <math>S_f = 30 \times \frac{fm}{f}</math> (f - amount of financial proposal).</p> <p>All taxes, duties are excluded in price comparison evaluations.</p> <p>Proposals will finally be ranked according to their combined technical (St) and financial (Sf) scores using a weight of 70% for technical proposal and 30% for financial proposal.</p> <p><b>S = St + Sf</b></p> <p>The Consultant securing the highest score will be invited for negotiations</p>
5.1	<p>The address for negotiations is:</p> <p><b>The Chairman &amp; Managing Director</b>  <b>TNUIFSL, No.19,T.P Scheme Road, Raja Annamalai Puram,</b>  <b>Chennai – 600 028, Tamil Nadu, India</b></p> <p>Please note that the cost of preparing a proposal and of negotiating a contract including visits to sites / offices of the clients, if any is not reimbursable as a direct cost of the assignment</p>
6.2	<p>The Assignment is expected to commence: June <b>2022</b>.</p>

## SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

- 3A. Pre-Qualification Proposal submission form.
- 3A.-A1. Eligible Project Experience of Bidder**
- 3A.-A2. Financial Qualification of Bidder**
- 3.A.1. Technical Proposal submission form.
- 3B. Firm's references.
- 3C. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.
- 3D. Description of the methodology and work plan for performing the assignment.
- 3E. Team composition and task assignments.
- 3F. Format of Curriculum Vitae of proposed key professional staff.
- 3G. Time schedule for professional personnel.
- 3H. Activity (work) schedule

### 3A. Pre-Qualification Proposal Submission Form

[Location, Date]

- I. Brief description of organization
- II. Outline of recent experience of assignments:
  - Name of the assignment
  - Name of the project
  - Name of the owner or sponsoring authority
  - Brief description of assignment
- III. Cost of assignment (Fees)
- IV. Mention the model advised for execution if suggested
- V. Attach Client certificate for completion of project
  - i. Date of commencement
  - ii. Date of completion
  - iii. Client certificate attached Yes / No
- VI. Annual Turnover and Net Worth of the firm

S.No.	Year	Amount in Rs.in Crore	Net Worth in Rs.
1	2018-19		
2	2019-20		
3	2020-21		
	<b>Average</b>		

Duly certified by a Chartered Accountant

- VII. Contact Person / Details:

Name :

Designation:

Phone No:

Email id :

3A.- A1. Eligible Project Experience of Bidder

**Eligible Project Experience of Bidder for Pre-qualification as defined in Clause 3.2 Similar Project in last Ten years**

(Following Tables shall be filled in by Bidder)

S.No.	Name of Project	Completion Date	Eligible Assignment Name & Brief Description of Deliverables	Name of Client, Address & Contact No	Value of Contract (fee) Amount in INR.	Value of Project (Cost of the Project) Amount in INR.	Role of Bidder in Eligible Assignments	Whether as Lead Bidder or Minor Consortium Partner	Amount received for the assignment as on date
<b>Completed</b>									
1									
2									
3									
4									
5									
<b>Ongoing</b>									
6									
7									
8									
9									
10									

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

### 3A.- A2. Financial Qualification of Bidder

S. No	Financial Year	Annual Turnover (Rs. in crore)	Net Worth
1			
2			
3			

**Statutory Auditor (Seal & Signature)**

**Name of Audit Firm:**

**Name of Partner:**

**Membership No.:**

**Firm Registration No.:**

**Contact No:**

**Address:**

**Note:**

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

## 3A.1. Technical Proposal Submission Form

### **FORM F-1**

From

To

Sir:

Declaration of Undertaking for Hiring of Consultancy services for \_\_\_\_\_ of — — — —

Regarding

We underscore the importance of a free, fair and competitive procurement process that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present procurement process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the corresponding Guidelines<sup>3</sup>.

We also underscore the importance of adhering to environmental and social standards in the implementation of the project. We undertake to comply with applicable labour laws and the Core Labour Standards of the International Labour Organization (ILO) as well as national and applicable international standards of environmental protection and health and safety standards.

We will inform our staff about their respective obligations and about their obligation to fulfil this declaration of undertaking and to obey the laws of the country of @ (name of country).

We also declare that our company/all members of the consortium has/have not been included in the list of sanctions of the United Nations, nor of the EU, nor of the German Government, nor in any other list of sanctions and affirm that our company/all members of the consortium will immediately inform the client and KfW if this situation should occur at a later stage.

We acknowledge that, in the event that our company (or a member of the consortium) is added to a list of sanctions that is legally binding on the client and/or KfW, the client is entitled to

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<sup>3</sup> See “Guidelines for the Assignment of Consultants in Financial Cooperation with Partner Countries“ and “Guidelines for Procurement of Goods, Works and associated Services in Financial Cooperation with Partner Countries”

exclude our company/the consortium from the procurement procedure and, if the contract is awarded to our company/the consortium, to terminate the contract immediately if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion occurs after the Declaration of Undertaking has been issued.

.....  
(Place)

.....  
(Date)

.....  
(Name of company)

.....  
(Signature(s))

### 3B. Firm's References

#### **Relevant Services Carried Out in the Last Ten Years That Best Illustrate Qualifications**

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment name:		Country:
Location within country:		Duration of assignment (months):
Name of Client:		No. of Staff:
Address:		Total No. of staff-months; duration of the assignment:
Start date (month/year):	Completion date (month/year):	Approx. value of Services:
Name of associated Consultants, if any:		No. of months of key professional staff, provided by Associate Consultants:
Name of senior staff (e.g. Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project:		
Description of actual services provided by your staff:		

**Proof of evidence LOA/Agreement/Completion Certificate to be attached**

3C. Comments and suggestions of consultants on the terms of reference and on data, services, and facilities to be provided by the client

**On the Terms of Reference:**

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

**On the data, services, and facilities to be provided by the Client**

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

### 3D. Description of the Approach, Training Methodology and Pedagogy and Detailed Curriculum

### 3E. Team Composition and Task Assignments

#### 1. Technical/Managerial Staff

S. No.	Name	Position	Task
1			
2			
3			
4			
5			
...			
...			

#### 2. Support Staff

S. No.	Name	Position	Task
1			
2			
3			
4			
5			
...			
...			

### 3F. Format of Curriculum Vitae (CV) for proposed key professional staff

<b>Proposed</b>	<b>Position:</b>
_____	
<b>Name</b>	<b>of</b>
_____	
<b>Name</b>	<b>of</b>
_____	
<b>Profession:</b>	
_____	
<b>Date</b>	<b>of</b>
_____	
<b>Birth:</b>	
_____	
<b>Years with Firm/Entity:</b> _____	<b>Nationality</b> _____
<b>Membership</b>	<b>Professional</b>
<b>in</b>	<b>Societies:</b>
_____	_____
<b>Detailed</b>	<b>Tasks</b>
_____	
	<b>Assigned:</b>
_____	_____

**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]*

**Signature of key staff:**

**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 authorized representative:** \_\_\_\_\_

### 3G. Time Schedule for Key Professional Personnel

### 3H. Activity (Work Schedule)

## SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

4A. Financial Proposal submission form.

4B. Summary of costs.

4C. Breakdown of price per activity.

4D. Miscellaneous expenses

#### 4A. Financial Proposal Submission Form

*[Location, Date]*

FROM: (Name of Firm)  
Client)

TO: (Name and Address of

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

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

Ladies/Gentlemen:

Subject: Hiring of Consultants' Services for -----

-----

Financial Proposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated *[Date]*, and our Proposal (technical and Financial Proposals). Our attached financial proposal is for the sum of *[Amount in words and figures]*. This amount is exclusive of the local taxes (GST) which we have estimated at *[Amount(s) in words and figures]*. The total amount including the local taxes is *[Amount in words and figures]*.

Our financial proposal shall be binding upon us, up to expiration of the validity period of the Proposal, i.e., *[Date]*. We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of the Firm:

Address:

#### 4B. Summary of Costs<sup>4</sup>

Sl.No	Item	Amount in INR
1	Professionals' Remuneration	
2	Support staff – Remuneration	
3	Out of Pocket Expenses	
4	Other Expenses	
<b>Base Cost Total</b>		
<b>(Indirect Tax) - Goods and Service Tax @18%</b>		
<b>Grand Total</b>		

(Rupees in Words.....)

*Note: The cost of the consultancy is the one given in the summary as above and payment is to be made as agreed during negotiations. The break-up of the cost as given in Format 4C is to facilitate negotiations, which will be done as per details given in Clause 6 of Information to Consultants.*

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<sup>4</sup> The evaluation of the financial proposals will be on net basis for the base cost and will exclude the taxes (GST)

## 4C. Breakdown of Cost

### Professionals' Remuneration

Sl.No	Description / Position	Name	Man Months	Rate in INR	Amount in INR
<b>A) Key Professionals – Remuneration</b>					
1					
2					
3					
4					
<b>Total A</b>					
<b>B) Support staff – Remuneration</b>					
1					
.					
..					
...					
<b>Total B</b>					
<b>C) Out of Pocket Expenses</b>					
1	Per Diem	Room	Subsistence	Total	Days
2	Air Fare				
3	Lump Sum Miscellaneous Expenses				
..	Others if any (Consultants to elaborate with necessary details)				
<b>Total C</b>					
<b>D) Other Expenses</b>					
1	Local Conveyance				
2	Printing Cost				
3	Others if any (Consultants to elaborate with necessary details)				
<b>Total D</b>					

## SECTION 5 - TERMS OF REFERENCE

### **Providing Project Management Consultancy for implementation of “Capacity Building and Training Programmes” for the Urban Sector in Tamil Nadu under Sustainable Municipal Infrastructure Financing (SMIF-TN) Program**

#### **5.1. BACKGROUND:**

The Municipal Administration and Water Supply Department (MA&WS), Government of Tamil Nadu (GoTN) is the focal state-level department for managing the various Urban Local Bodies (ULBs) in the state of Tamil Nadu. The Government of Tamil Nadu is implementing KfW Bank assisted Sustainable Municipal Infrastructure Financing (SMIF-TN) Program for various ULBs.

SMIF-TN consists of Loan Assistance and Accompanying measures for various Urban Local bodies in Tamil Nadu. The sub-projects under the loan assistance are used for implementation of Water Supply Schemes, Under Ground Sewerage Schemes, Eco Restoration of Water Bodies, development of Parks & Playgrounds, etc. Under the Accompanying assistance providing technical assistance i.e., preparation of DPRs, Project Management Consultancy services, conducting Capacity Building & Training, etc., are taken up.

The sub-projects are being implemented either by the Urban Local Bodies and Tamil Nadu Water Supply and Drainage Board (TWADB). The ULBs are the local government entities mandated to provide basic urban services to its residents. The key institutional challenges are limited capacity of ULBs to plan, design and implement projects in a timely, cost effective manner and in operate and maintain such facilities on a sustainable manner.

GoTN has already been imparting various Capacity Building and Training Program to the ULB officials. The Capacity Building & Training Program (CBTP) was proposed to enhance the capacities of the Urban Local Bodies and other agencies under the MA&WS Department. A CBTP Plan was prepared with various training courses for various target officials under the SMIF-TN program. The proposed “Capacity Building and Training Program” (CBTP) is aimed at strengthening the Urban Governance in the areas of Project Development, Implementation, Operation & Maintenance, etc., as identified in the Training Gap Assessment Report.

TNUIFSL has proposed to appoint a Program Management Consultancy (PMC) firm for handholding support for the proposed rollout of the CBTP under various Packages.

## **5.2. Objectives;**

The prime objective of PMC is to provide requisite handholding support to TNUIFSL for effective planning, implementing, coordination with various stakeholders, ensuring quality, monitoring and evaluation of various capacity building programmes under various packages for the participating entities in Tamil Nadu under Sustainable Municipal Infrastructure Financing (SMIF-TN) Program

## **5.3. Scope of Work**

The proposed PMC will provide necessary handholding support to TNUIFSL for the effective implementation, monitoring, coordination and evaluation of capacity building activities for the participating entities in Tamil Nadu. The scope of work for proposed PMC is to support TNUIFSL would include, but not limited to the following for effective and efficient implementation of capacity building and training programmes.

- Macro and Micro level planning pertaining to the implementation of capacity building and training programmes. The consultant shall review the training plan prepared by the client and suggest necessary modifications if required, along with budget estimation.
- Preparation of Pre-Selection notice, Request for Proposal documents as per KfW/GoTN requirements, to assist the client in bid process management till the successful identification of the rollout consultant under various packages.
- Co-ordination with the firms identified for various packages on day today basis for successful implementation of the Training programs / Workshops.
- Follow-up (including meetings etc) with the heads / senior officials of participating entities for identifying and confirming the target participants for various Training program and Workshops.
- Identification and suggestion of suitable training agencies / institutions / sectoral experts for imparting various Capacity Building Programmes for the officials, staff of participating entities at various suitable locations.
- Review of the training materials, such as course curriculum, training materials, pre-and post-test questionnaires, evaluation formats etc. Ensure that the training programs are developed according to approved methodology. Verification of testing and evaluation methodologies.
- Develop a framework to evaluate the effectiveness of the training curriculum proposed by the capacity building and training organisations (CBTOs) on coverage, alignment with key

areas for training, innovation etc. It would provide feedback to the CBTOs for modifications required.

- Communication and coordination with the participating entities and training partners in deputation of the Officials / Staff to participate in the CBTP programmes. Also to coordinate with the rollout consultants in all logistics, boarding, lodging and others on as required and continuous basis.
- Coordinate with Government of India agencies and other state level training institutes for convergence of training programmes in terms of coverage or training levels (basic or advanced) for optimisation and avoid duplicity of training.
- PMC firm shall recommend for the payment to the firms carrying out capacity building and training program.
- Preparing the minutes of review committee meetings, as required.
- Maintaining MIS for all the packages (financial / physical progress) with completed, on-going and the scheduled programs. Also share the database with participating entities to build decentralised databases and evaluate the effectiveness of training based on respondent feedback.
- Pre Inspection of Training Centres wherever/as required basis, to ensure the quality of training provided and identification of bottle necks.
- Consultant shall attend and oversee all the batches of Training Programs / workshops at various locations.
- Oversee participants attendance.
- Evaluate instructor performance and the effectiveness of training programs, providing recommendations for improvement,
- Review of the Training completion report and impact of the capacity building programme imparted.
- To foresee any issues and to advice the client accordingly.
- Documentation and backup of course materials, other etc for all the programmes and workshops conducted.
- Prepare and present training implementation reports. To assist client on as required basis.
- Assist TNUIFSL/GoTN on as required basis pertaining to this project
- The selected PMC consultant shall not participate / provide any services, in the implementation / roll out of the Capacity Building Program under this project, either directly or indirectly

- The PMC firm shall make necessary presentation to the client / Government as and when required.
- The packages and batches are tentative and are subject to change.

#### 5.4. Duration:

TNUIFSL will be supported by a dedicated PMC comprising a Team Leader, two training coordinators and one MIS Database Expert. The PMC will operate as a unit at TNUIFSL, Chennai under the administrative control of CMD, TNUIFSL. The team leader of PMC would report to the CMD, TNUIFSL or any of her/ his nominated officers in TNUIFSL. The PMC will provide support to TNUIFSL for a period of **24 Months** initially which may be extended for a further period based on mutual discussion and agreement by the end of one year tenure.

#### 5.5. Key Expert:

Sr. No	Position	Educational Qualification and Experience Requirements	Staff-Months
1	Team Leader (1 No)	A Post graduate <b>with minimum 10 years</b> of experience in designing, implementing, monitoring capacity development programmes, imparting Training programmes, Exposure Visits, Workshops, Seminars etc. for the Officials.. Experience in coordination with Training Institutes in preparation of course modules.  At least <b>5</b> years of experience in externally aided / centrally sponsored PMCs / PMCs.	24
2	Training Coordinators (2 Nos)	A post graduate <b>with minimum 5 years</b> of experience in designing, implementing, monitoring capacity development programmes, imparting Training programmes, Exposure Visits, Workshops, Seminars etc. for the Officials. Experience in coordination with Training Institutes in preparation of course	24

Sr. No	Position	Educational Qualification and Experience Requirements	Staff-Months
		modules.	
3	MIS Database Expert (1 No)	A graduate in Engineering / Computer Science / Statistics or equivalent with minimum 5 years of experience in design, operation and maintenance of MIS.	24

### 5.6. Client inputs and Counterpart Services and Facilities

- Provide office space within the premises. Laptops, internet, printers and other stationeries etc has to be arranged by the PMC consultants.
- The travel and other reimbursable expenses of the experts will not be reimbursed and should be factored in as part of the financial proposal.
- The authority will not make any advance payment towards this assignment.

### 5.7. Deliverables:

- The Consultant shall submit 5 copies of monthly progress report at the end of every month and 8 Quarterly reports for 24 months. In total, the consultant shall be required to submit 24 monthly progress reports during the duration of project and one overall completion Report after all the modules are completed.
- The monthly report shall contain Package wise, module wise and batch wise financial and physical progress of the Capacity Building and Training Program.
- There 52 courses and 8 workshops in the CBTP schedule. The PMC shall submit 7 copiers of course completion report for the 52 courses and 8 workshops.
- In addition, Consultant will submit other reports/data/presentations/other outputs on as required basis from time to time for timely completion of the project.

### 5.8 Payment Terms

The payment for PMC firm will be done by PDGF on quarterly basis as per the agreed rates, after receipt of invoice and Monthly and Quarterly Report (to be submitted on or before 5th of every month and Quarterly Report along with the invoice).

S.No	Description	Payment Schedule
1.	On submission of 1 <sup>st</sup> Quarterly Report	11.25%

<b>S.No</b>	<b>Description</b>	<b>Payment Schedule</b>
2.	On submission of 2 <sup>nd</sup> Quarterly Report	11.25%
3.	On submission of 3 <sup>rd</sup> Quarterly Report	11.25%
4.	On submission of 4 <sup>th</sup> Quarterly Report	11.25%
5.	On submission of 5 <sup>th</sup> Quarterly Report	11.25%
6.	On submission of 6 <sup>th</sup> Quarterly Report	11.25%
7.	On submission of 7 <sup>th</sup> Quarterly Report	11.25%
8.	On submission of 8 <sup>th</sup> Quarterly Report	11.25%
9.	On submission of Final Completion Report on completion of all modules	10%

Client will not make any other payments to the PMC apart from the professional fees payable under the contract.

In the case of Capacity Building program for all modules being completed or terminated within 24 months the payments will be given to the PMC only to that period. And rest of the period will not be considered for payment.

## **Enclosure I to ToR–Tentative training programmes / workshop**

The Capacity Building and Training Program will be conducted in 143 Total batches in 60 courses (including 8 Work Shops)

4 International batches in 3 courses

12 National batches in 5 courses

99 Regional batches in 36 courses

28 Chennai batches in 16 courses (including 8 WS)

A representative of the PMC firm to visit all the 143 batches (excluding the 4 international batches) during the capacity building program.

Section 6. Standard Form of Contract

**CONTRACT FOR CONSULTANT'S SERVICES**

**between**

**PDGF managed by TNUIFSL**

**and**

**[name of Consultants]**

**Dated :**

## **Preamble**

The Employer desires that the consulting services described in more detail in the Special Conditions be rendered. The Consultant has submitted a bid for these services.

Now therefore, the Employer and the Consultant (hereinafter referred to as the “Parties”) hereby agree on the following:

### **GENERAL CONDITIONS**

#### **1 General Provisions**

##### **1.1 APPLICABLE REGULATIONS**

- 1.1.1 The following regulations are considered to have been agreed between the Parties unless otherwise agreed in the Special Conditions.

The applicable contractual regulations between the Parties (hereinafter referred to as the “Contract”) consists of the conditions of this consulting Contract (General Conditions and Special Conditions) along with the following contractual annexes:

- Annex 1 [Remuneration]
- Annex 2 [Terms of Reference]
- Annex 3 [Declaration of Undertaking]
- Annex 4 [Project-specific Provisions]
- Annex 5 [Consultant’s Bid]

Furthermore, the KfW Guidelines for the Commissioning of Consultants in Financial Cooperation with Partner Countries (available at [www.kfw-entwicklungsbank.de](http://www.kfw-entwicklungsbank.de) under “Procurement”) form an integral part of the Contract.

##### **1.2 PARTIES**

- 1.2.1 The addresses and authorised representatives of the contractual Parties to whom all communications are to be served are listed under the Special Conditions. If the Consultant does not originate from the project country, it shall also nominate to the Employer an individual at the Consultant's place of business who may be reached at any time in cases of emergency or crisis and shall immediately inform the Employer of any change in this regard

##### **1.3 WRITTEN FORM AND LANGUAGE**

- 1.3.1 Amendments and supplements to this Contract, including to this written form clause, require the written form and shall be, as with all communication between the Parties, in the language agreed in the Special Conditions of this Contract.

##### **1.4**

- 1.4.1 The Special Conditions contain the law applicable to this

## **APPLICABLE LAW**

### **1.5 ASSIGNMENT AND SUB- CONTRACTS**

Contract.

- 1.5.1 The Consultant shall not have the right to assign or transfer all or any of its rights under this Contract without the prior written consent of the Employer, which shall not be provided without the consent of KfW.
- 1.5.2 If the Consultant intends to assign part of the contractual Services to others, it shall inform the Employer and thereof at least 14 days before signing a corresponding sub-contract. If the Employer rejects such an assignment, the Consultant shall refrain from signing the respective sub-contract. In cases where the Services are sub-contracted, the Consultant's obligations to fulfil the Contract shall remain unaffected. The Consultant shall ensure that the sub-contractor fulfils all requirements of this contract, in particular also in relation to corruption avoidance and confidentiality.

### **1.6 TRANSFER OF OWNERSHIP AND RIGHTS OF USE**

- 1.6.1 The Consultant shall transfer to the Employer on the date on which any such rights arise, and in any event no later than on the date on which they are acquired:
- a) all transferable rights arising from the Services performed on the basis of this Contract,
  - b) ownership of all studies, reports and associated data and documents that are created in connection with this Contract, or studies, reports and associated data and documents made available to the Employer as well as software produced or adapted and,
  - c) on completion of the Services, legal title to the items of equipment obtained by means of this Contract.

Insofar as a transfer of such rights according to (a) is not possible<sup>6</sup>, the Consultant shall irrevocably grant to the Employer unrestricted, transferable, licensable and exclusive rights of use and exploitation that are unlimited with respect to time and place of use. Such transfer shall include the right to adapt any transferred rights. The Consultant shall ensure that any relevant creator of such transferrable rights waives its exercise of any such relevant rights.

- 1.6.2 The Consultant shall issue all information requested by the Employer and KfW in connection with this Contract, and shall make available free of charge all requested records, documents and information. This obligation shall remain effective after termination of the Contract for a period of 24 months.

### **1.7 CONFIDENTIALITY AND PUBLICATION**

- 1.7.1 Without prejudice to any statutory obligations of disclosure imposed on it, the Consultant shall keep confidential all documents passed on to it by the

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<sup>6</sup> such as copyright under German law

Employer and if applicable by KfW, as well as all information exchanged and knowledge acquired concerning this Contract and its implementation, unless the Employer or KfW have authorised disclosure in writing or the information was already in the public domain before the Contract was signed.

## **1.8 CORRUPTION AND FRAUD**

- 1.8.1 When discharging their obligations under this Contract, the Consultant, its representatives and its employees shall comply with all applicable laws, rules, regulations and provisions of the relevant legal systems, including the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.
- 1.8.2 The Consultant warrants with its signature that the declarations named in Annex 3 [Declaration of Undertaking] are true and correct and undertakes that it will fulfil the obligations and rules of conduct set out therein in connection with the implementation of this Contract.
- 1.8.3 The Consultant undertakes to immediately notify the Employer in detail and in writing if the Consultant is induced by a public official or any other persons to make illegal payments. A public official shall be:
- a) any official or employee of a public authority or an enterprise under the ownership or control of a government;
  - b) any person who performs a public function;
  - c) any official or staff member of a public international organisation;
  - d) any candidate for a political office; or
  - e) any political party or official of a political party.

## **1.9 REIMBURSEMENTS**

All reimbursements, insurance payments or similar payments, if any, shall be paid to KfW, Frankfurt am Main (BIC: KFWIDEFF, IBAN: DE53 5002 0400 3800 0000 00), in the case of financing from project funds for the account of the Employer, stating the BMZ number or the KfW order number as a reference.

If such payments are made in Local Currency, they shall be made to a special account of the Employer specified in the Special Conditions. The amounts reimbursed for the portion financed by KfW may, with KfW's consent, be used again, principally for further implementation of the Project.

## **1.10 PARTIAL INVALIDITY**

- 1.10.1 The invalidity or unenforceability of one or more provisions of this Contract will not affect the validity or enforceability of any other provision of this Contract. Any invalid or unenforceable provision shall be replaced

by a valid and enforceable provision which approximates as closely as possible the economic purpose of the invalid or unenforceable provision. The same shall apply accordingly in cases of omissions.

## **§ 2 The Employer**

### **2.1**

#### **DUTY OF COOPERATION**

2.1.1 The Employer is obliged to perform the duties of cooperation to which it is subject free of charge and without delay. During the term of this Contract, the Employer shall, free of charge, in particular place at the disposal of the Consultant all data, documentation and information concerning the contractual Services that are available to it and shall support the Consultant as far as reasonably possible, if applicable also in consultation with KfW.

### **2.2**

#### **TAXES**

Only Goods and Services Tax (GST) is Reimbursable from project funds of the account of the Employer. The consultant is responsible for paying all other applicable taxes and taking necessary insurances.

### **2.3**

#### **REMUNERATION**

2.3.1 The remuneration obligations of the Employer are defined in Paragraph 5 [Remuneration]

## **§ 3 The Consultant**

### **3.1**

#### **SCOPE OF SERVICES**

3.1.1 The Consultant shall render the Services assumed by it as described in detail in the Special Conditions and Annex 2 [Terms of Reference] (“Services”) in full and on time with the required due care in accordance with professional practice and recognised quality standards (current scientific and generally accepted engineering standards).

3.1.2 Changes to the Services described in paragraph 3.1.1. or the remuneration according to paragraph 5 or changes that affect KfW's legal position may only be agreed with the previous consent of KfW.

### **3.2**

#### **REPORTING**

3.2.1 The Consultant shall report to the Employer according to the Special Conditions about the progress of the Services and shall make any required information available. In the case of longer assignments, the Consultant shall submit regular reports. On completion of the Services, it will draw up a final report for the entire completion period. It shall document its work, the course of the project and the decisions made in a transparent manner.

3.2.2 The Consultant shall inform the Employer promptly of all unusual circumstances that occur during the performance of the Services and about all matters that require the consent of KfW.

### **3.3**

#### **DEPLOYMENT OF STAFF**

3.3.1 Insofar as the Parties agree the deployment of key staff,

these persons shall be named in Annex 4 [Project-specific Provisions]. The following provisions 3.3.2 and 3.3.3. shall then apply.

3.3.2 If key staff employed by the Consultant need to be replaced, the Consultant shall ensure that the staff member in question is replaced promptly, subject to agreement by the Employer, which may not withhold the same without an objective reason, by an individual with at least equivalent qualifications.

3.3.3 The costs for the withdrawal or replacement of staff during the Contract period shall be borne by the Consultant, unless this occurred on request of the Employer. In this case, the Employer shall bear the costs for the replacement of the staff member, unless the staff member in question does not meet the requirements necessary for fulfilment of the Contract or has interfered in the internal affairs of the project country.

### **3.4 PROJECT-SPECIFIC PROVISIONS**

3.4.1 Annex 4 (Project-specific Provisions) contains the specific project-related features of the project and the Services affecting the Consultant if such arrangements are made by the Parties.

## **§ 4 Commencement, Completion and Amendment of the Services**

### **4.1 COMMENCEMENT COMPLETION**

**AND**

4.1.1 The Special Conditions contain the date of commencement as well as the agreed completion date, which are binding for the Consultant subject to any amendments by the Parties. A detailed time schedule, where required, is appended in Annex 4 [Project-specific Provisions].

4.1.2 Insofar as this Contract provides for optional services, the Consultant shall commence delivery of the optional services not earlier than upon receipt of written notification from the Employer.

### **4.2 PENALTIES FOR DELAY**

Not Applicable

### **4.3 FORCE MAJEURE**

4.3.1 In the event of Force Majeure, the contractual obligations, insofar as affected by such event, shall be suspended for as long as performance remains impossible due to the Force Majeure. Force majeure means if any event whereby one party to the Contract is prevented to a considerable extent from performing the Services due to unavoidable, unforeseeable circumstances, such as natural disasters, hostage-taking, war, crises, revolution, terrorism and sabotage, that cannot be avoided or rendered harmless and must not be accepted because of its frequency (“Force Majeure”). This also includes in particular orders by the Federal

Foreign Office of the Federal Republic of Germany for German citizens to leave the project country or project region. Insofar as an event originates entirely from the sphere of responsibility of one party to the Contract, this event does not qualify as Force Majeure.

4.3.2 In the event of Force Majeure, the Consultant shall be entitled to an extension of the Contract equal to the delay caused by such Force Majeure.

4.3.3 If the performance of the Services is rendered permanently impossible by the Force Majeure, or if the Force Majeure lasts for longer than 180 days, both Parties shall be entitled to terminate the Contract. In this case, the Services performed up to the time of the Force Majeure and all documented necessary expenditure of the Consultant arising from the discontinuation of the Services shall be invoiced on the basis of contractual prices. Neither party shall make any further claims.

4.3.4 Any and all liability of the Consultant for damages arising due to its absence caused by the Force Majeure is excluded. It is, however, obliged to take all actions open to it to minimise the damages. Conversely, the Employer is not liable for additional costs incurred by the Consultant for the duration of the interruption.

#### **4.4 TERMINATION**

4.4.1 The Employer is entitled to terminate this Contract if the Consultant culpably fails to meet its contractual obligations, the performance of its Services is not in compliance with the Contract, or the Services are not performed in a timely fashion. In this case, the Consultant is solely entitled to demand the agreed remuneration for the Services performed until the date of termination but not yet remunerated. The Employer shall be entitled to demand compensation for the direct damage caused by this default.

4.4.2 The Consultant may terminate this Contract if the Employer does not pay any amounts due and payable to it under this Contract or does not make payment in a timely fashion. In this case it may demand the agreed remuneration but must, however, deduct any expenses that it has saved by termination of the Contract or any income that it has earned from other deployments of its staff or which it has not earned as the result of wilful actions or omissions.

4.4.3 Before a notice of termination is served according to paragraphs 4.4.1 and 4.4.2, the respective other Party is to be served notice of breach of its contractual obligations and to be granted a grace period of at least 30 days to remedy this.

4.4.4 The Employer, with the prior consent of KfW, may

suspend or terminate this Contract after serving written notice of at least 30 days without stating reasons. In the case of suspension, the Employer shall reimburse the Consultant for the resulting, unavoidable costs. In the case of termination, the legal consequences of paragraph 4.4.2 shall apply accordingly.

4.4.5 In the event of suspension or termination, the Consultant is obliged to immediately take measures to limit damages. On termination, all previously created drafts, reports or other documents or such that are to be created by the termination date are to be passed on to the Employer.

## **4.5 CORRUPTION AND FRAUD**

4.5.1 If it is proven that the Consultant has breached Paragraph 1.8 [Corruption and Fraud] or that the Declaration of Undertaking in Annex 3 is untrue or will become so, the Employer may notwithstanding the various punishments or other sanctions to which the Consultant is subject according to the law of the country or any other legal system – terminate this Contract in writing without observing a period of notice.

## **§ 5 Remuneration**

### **5.1 REMUNERATION OF THE CONSULTANT**

5.1.1 The Consultant shall receive the remuneration agreed in the Special Conditions for performing the Services owed under this Contract, subject to the conditions listed therein and the conditions below. Annex 1 [Remuneration and Invoicing] contains a detailed breakdown.

### **5.2 TERMS OF PAYMENT**

5.2.1 The Employer shall pay the Consultant's remuneration to the account named in Annex 1 [Remuneration and Invoicing] according to the following schedule:

a) The final payment shall be made against presentation of a corresponding invoice after the Services have been properly performed in full, only on acceptance of Final stage of the Report by the Employer and KfW. In the case of inadequate performance, the Employer is entitled, with prior consent of KfW, to a reasonable reduction of the final payment.

5.2.2 Unless otherwise agreed, payments shall be made within a period of 60 calendar days after receipt of the invoice by the Employer.

5.2.3 Optional services as per paragraph 4.1.2 will be settled in connection with the final invoice.

### **5.3 AUDITING**

5.3.1 For services or partial services that are not remunerated on a lump-sum basis, the Consultant shall be obliged to maintain up-to-date records that meet professional standards and that clearly and systematically indicate the services provided and the time and expense involved.

The Consultant shall retain all settlement-related documents for five years and authorises the Employer and KfW to audit these at any time.

## **§ 6 Liability**

### **6.1**

#### **LIABILITY OF THE CONSULTANT**

6.1.1 The Consultant shall be liable to the Employer for verifiably culpable breaches of its contractual obligations, particularly breaches of Paragraph 3 [The Consultant]. It is likewise liable for its subcontractors to the same extent. Liability for consequential damage is excluded. Furthermore, the liability of the Consultant shall be limited to the Order Value. The limitation of liability stated in the two preceding sentences shall not apply for premeditation and gross negligence.

### **6.2**

#### **LIABILITY OF THE EMPLOYER**

6.2.1 The Employer shall be liable to the Consultant for verifiably culpable breaches of its contractual obligations, particularly breaches of Paragraph 2 [The Employer]. Liability for consequential damage is limited to premeditation and gross negligence. Liability for injury to life, limb or health shall remain unaffected.

## **§ 7 Insurance**

### **7.1**

#### **INSURANCE**

7.1.1 For the term of the Contract the Consultant shall take out at its own expense all insurance cover that is required and customary in order to insure its professional and personal risks, including as a minimum a professional liability insurance policy. The following insurances shall be taken by the consultant their own cost

(a) Third Party liability insurance with a minimum coverage of the value of assignment. However, the actual will be as per Law.

(b) Professional liability insurance with a minimum coverage of Value of the assignment.

(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;

On request by the Employer, the Consultant shall present proof of this insurance and shall keep them alive till the date of processing of last invoice.

## **§ 8 Disputes and Arbitration Procedure**

### **8.1**

#### **ARBITRATION PROCEDURE**

8.1.1 If the Parties do not reach amicable agreement, disputes arising out of or in connection with this Contract shall be referred to adjudication/arbitration in accordance with the Arbitration & Conciliation Act 1996. The place of

arbitration shall be Chennai and the language of the arbitration procedure shall be English. 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).

## **SPECIAL CONDITIONS**

(The references refer to the respective paragraphs in the General Conditions)

### **Preamble**

**Project:** \_\_\_\_\_

**Ad 1.1**      **Applicable Regulations**

Annex 1 [Remuneration and Invoicing].

**Ad 1.2**      **Contractual Parties and Contacts**

Employer is Project Development Grant Fund managed by Tamil Nadu Urban Infrastructure Financial Services Limited

The Employer's contact person is D. Selva Pandian, VP, TNUIFSL

**Address of Employer:**

Postal address           :       No 19, T.P Scheme Road, Raja Anamalai Puram  
Chennai – 600 0028

Email                       :       pandiands@tnuifsl.com

Phone                      :       044-24643103

Consultant is : \_\_\_\_\_

The Consultant's contact person : \_\_\_\_\_

**Address of Consultant**

**Postal address**        :

**Email**                   :

**Phone**                   :

**Ad 1.3**      **Language**

The language of the Contract is English

**Ad 1.4**      **Applicable Law**

The law applicable to the Contract is the law of India

**Ad 3.1**      **Service to be performed:**

The contractual services of the Consultant consist of \_\_\_\_\_. The contractual services of the Consultant are detailed in Annex 2 [Terms of Reference].

**Ad 3.2**      **Reporting by Consultant** [insert the outputs as per Annex 2]

**Ad 3.3**      **Key staff**

The Consultant shall employ the staff specified in Annex 4 [Project-specific Provisions] for the performance of its services.

#### **Ad 4.1 Commencement and Completion**

**Date of commencement:** The date on which execution shall be commenced is \_\_\_.\_\_.2022

**Completion date:** Date of Completion is \_\_\_.\_\_.2024 or till the date of completion of the assignment.

Annex 4 contains a detailed schedule.

#### **Ad 5.1 Remuneration**

For the services to be rendered by the Consultant under this Contract, the Employer shall pay the sum of Rs. /- + GST at applicable rates [in words]

("Order Value").

The Order Value is composed as follows:

Fixed fee :

Goods & Services Tax : **At applicable Rates.**

#### **Ad 5.2 Terms of Payment**

The Employer pays the Consultant's remuneration through Cheques and not through fund Transfer. Payment shall be made as per following schedule.

The payment for PMC firm will be done by PDGF on quarterly basis as per the agreed rates, after receipt of invoice and Monthly and Quarterly Report (to be submitted on or before 5th of every month and Quarterly Report along with the invoice).

<b>Sl.No</b>	<b>Description</b>	<b>Payment Schedule</b>
1.	On submission of 1 <sup>st</sup> Quarterly Report	11.25%
2.	On submission of 2 <sup>nd</sup> Quarterly Report	11.25%
3.	On submission of 3 <sup>rd</sup> Quarterly Report	11.25%
4.	On submission of 4 <sup>th</sup> Quarterly Report	11.25%
5.	On submission of 5 <sup>th</sup> Quarterly Report	11.25%
6.	On submission of 6 <sup>th</sup> Quarterly Report	11.25%
7.	On submission of 7 <sup>th</sup> Quarterly Report	11.25%
8.	On submission of 8 <sup>th</sup> Quarterly Report	11.25%
9.	On submission of Final Completion Report on completion of all modules	10%

- 1) Client will not make any other payments to the PMC apart from the professional fees payable under the contract.

- 2) In the case of Capacity Building program for all modules being completed well within 24 months, the payments will be given to the PMC only to that period. And rest of the period will not be considered for payment.

**Ad 8.1: Arbitration Procedure**

The place of arbitration shall be **Chennai**

The language of arbitration shall be **English**

Place: Chennai

Date: \_\_.\_\_.2022

\_\_\_\_\_  
(for the Consultant)

\_\_\_\_\_  
(for the Employer)

**Annex 1**

**Remuneration of Services**

**Annex 2**

**Terms of Reference**



## **Annex 4**

### **Project-specific Provisions**

**(Key-staff Schedule and Work schedule)**

**Annex 5**

**Consultant Bid**