



**REQUEST FOR PROPOSAL (RFP)
FOR CONSULTANCY ASSIGNMENTS FIRMS**

Quality and Cost Based Selection (QCBS)

Appointment of consultant for “Preparation of Tender Documents and conducting Bid Process Management for Restoration of Adyar River”

**PROJECT DEVELOPMENT GRANT FUND
NO. 19, T.P. SCHEME ROAD,
RAJA ANNAMALAIPURAM,
CHENNAI – 600 028**

LETTER OF INVITATION

Dear Sirs,

Subject: Appointment of Consultant for “Preparation of Tender Documents and conducting Bid Process Management for Restoration of Adyar River”-reg.

1. You are hereby invited to submit Pre-qualification, technical and financial proposals for Appointment of Consultant for “Preparation of Tender Documents and conducting Bid Process Management for Restoration of Adyar River” by Project Development Grant Fund (PDGF), managed by Tamil Nadu Urban Infrastructure Financial Service Limited (TNUIFSL), which could form the basis for future negotiations and ultimately a contract between your firm and The Principal Secretary / Chairman & Managing Director, TNUIFSL, Chennai – 600 028.
2. The purpose of this assignment is for Appointment of for “Preparation of Tender Documents and conducting Bid Process Management for Restoration of Adyar River” for all works stipulated in the tender documents, as mentioned in the Terms of Reference (ToR).
 - 2.1 Client means PDGF managed by TNUIFSL.
3. A firm will be selected under Quality and Cost Base Selection (QCBS) procedures described in this RFP and in accordance with the procurement guidelines of the TAMIL NADU TRANSPARENCY IN TENDERS ACT, 1998 and RULES 2000 as amended from time to time.
4. The following documents are enclosed to enable you to submit your proposal:
 - a. Terms of reference (TOR) (Annexure 1);
 - b. Pre-qualification Criteria (Annexure 2);
 - c. Supplementary information for firm, including a suggested format of curriculum vitae of key personnel (Annexure 3);
 - d. A Sample draft Agreement of Contract for this assignment to be carried out by the Firm. (Annexure 4); and
 - e. Bank Guarantee (Annexure 5);
5. A pre-proposal conference open to all prospective firms will be held on **06.03.2023 @ 15.00 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 – Proposal Conference will be published only in the Government Web site www.tenders.tn.gov.in and www.tnuifsl.com.

The Principal Secretary / 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, pradeep@tnuifsl.com.

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

6. The Submission of Proposals:

6.1 The proposals addressed to The Principal Secretary / Chairman & Managing Director, TNUIFSL shall be submitted in three parts, viz., Pre-qualification, Technical and financial and should follow the form given in the "Supplementary Information for Firms."

6.2. The "Pre-qualification", "Technical" and "Financial" proposals must be submitted in three separate sealed envelopes (with respective marking in bold letters) following the formats/schedules given in the Pre-qualification for firms (Annexure-2), supplementary information for firms (Annexure-3). The first envelope marked "Pre-qualification criteria" in one separate cover, viz., Cover-1 must be sealed and initialed twice across the seal. This cover should contain the Earnest Money Deposit (EMD) of **Rs. 1,00,000/-** in the form of Demand Draft to be taken in the name of "**Project Development Grant Fund**" Chennai – 600 028. The EMD of unsuccessful firms will be returned within 45 days of the date of completion of selection / tender process.

6.3 The second envelope, viz., Cover-2 marked "Technical proposal for the captioned project" must also be sealed and initialled twice across the seal and should contain information required in Annexure 3 viz., supplementary information for firms.

6.4 The first and second envelopes should not contain any cost information whatsoever. The third envelope viz., Cover-3 marked "Financial Proposal for the captioned project" must also be sealed and initialled twice across the seal and should contain the detailed price offer for the firms services.

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

The sealed envelopes Cover 1, Cover 2 and Cover3 should again be placed in a separate sealed in one cover, which shall be clearly marked with the name of the assignment and received in the office of the **Tamil Nadu Urban Infrastructure Financial Services Limited (TNUIFSL), No. 19, T.P. Scheme Road, Raja Annamalaipuram, Chennai – 600 028, up to 11.00 hours on 27.03.2023.**

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

6.5 **Opening of proposal.**

The proposals (first envelope (cover 1) containing pre-qualification criteria only) will be opened by the Principal Secretary / Chairman & Managing Director, TNUIFSL or his authorized representative in its office at **11.30 hours on 27.03.2023**. 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 (*Assignment along with completion certificate from the client / Workorder with proof of final payment certified by a Chartered Accountant will only be considered for evaluation*)–

- (i) The Bidders who have successfully completed at least one Bid Process Management under PPP / Hybrid Annuity Model (HAM) in identifying the concessioner with Project Capital Cost of Rs. 350 crores, in last 7 years in India.
- (ii) The consultant shall have average annual turnover of at least Rs. 2.00 (two) Cores in last 5 (five) Financial Years. (2017-18,2018-19,2019-20, 2020-21& 2021-22). The Firm must ensure that they submit the evidence of eligibility criteria on turnover & positive net worth as on 31st March 2022 in the form of audited financial statements **signed by Chartered Accountant** for the last 5 (Five) Financial Years. (2017-18,2018-19,2019-20, 2020-21& 2021-22). **Audited financials shall be submitted as proof in the last five financial years as per the format attached – Annexure – 2 D.**
- (iii) Covers without **EMD** will be treated as non-responsive and will be disqualified.

It should be noted that “assignment along with completion certificate from the client / Workorder with proof of final payment certified by a Chartered Accountant will only be considered for evaluation ”.

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

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

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

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

S. No	Key Professionals	Marks
1	Team Leader / Finance Specialist	25
2	Contract / PPP Expert	15
3	Company Secretary	15
4	Legal Expert	10
5	Used Water Management Expert	10
6	Hydrologist	10
7	Landscape Architect	5
	Total	90

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 and Contract / PPP Expert are to be employed on full time basis for this assignment only.

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

Removal and / or Replacement of Personnel:

- a) The Client expects all the Key Personnel specified in the RFP are to be available during implementation of the Scope of Work mentioned in this RFP. The Client will not consider any substitution of Key Personnel except under compelling circumstances beyond the reasonable control of the Consultant such as death, medical incapacity among others, of key experts. Such substitution shall be limited to a maximum of two Key Personnel other than Team Leader, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Client. Any subsequent substitution of Key Personnel would call for reduction of remuneration by 5% of the remuneration of the personnel so replaced for the remaining period. Substitutions undertaken at the time of contract negotiations shall also be counted while calculating the number of substitutions under this clause.
- b) Requests by Consultant for replacement of Team Leader may be considered by the Client for situations beyond the reasonable control of the consultant such as death, medical incapacity among others, and allowed based on merits of the case so determined by the Client, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Client. Beyond which the reason stated above if the consultant requesting for replacement of the Team Leader, the Client may impose, at its discretion, reduction of remuneration of up to 10% of the applicable remuneration of the Team Leader for the remaining period. Inability of consultant to deploy Team Leader for the assignment will be grounds for termination by the Client. In any case, the substituted personnel should be of comparable qualification in the absence of which it would be treated as a breach of contract.
- c) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, to (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client written request specifying the grounds therefore, for with provide as a replacement a person with qualifications and experience acceptable to the Client”.
- d) Any of the Personnel provided as a replacement under Clauses a), b) and c) above, the rate of remuneration applicable to a replacement person will be same as per the agreement. Also (i) the Consultant shall bear all additional travel and other costs arising

out of or incidental to any removal and / or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been to the Personnel replaced.

7.4 Financial Proposal

7.4.1 Opening:

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

7.4.2 Evaluation:

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

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

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

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

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

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

8. Negotiations

8.1 Negotiations normally take a day. The aim is to reach agreement on all points and initial a draft contract by the conclusion of Negotiations.

8.2 Negotiations will commence with a discussion of your technical proposal, the proposed methodology (work plan), costing, staffing and any suggestions you may have made to improve the TORs. Agreement must then be reached on the final TORs, the staffing and staff months, logistics and reporting.

8.3 Changes agreed upon will then be reflected in the draft contract, using proposed unit rates **(after negotiation of the unit rates, including the man month rates, tax liability and all cost, etc).**

8.4 The negotiations will be concluded with a review of the draft form of Contract. The Client and the Firms will finalize the contract to conclude negotiations.

- 8.5 The Contract will be awarded after successful negotiations, with the selected Firm as per the Tamil Nadu Transparency in Tenders Act 1998 and Rules 2000 and as amended there on.
9. Fraud and Corrupt Practices
- 9.1 The Firm and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”). Notwithstanding anything to the contrary contained in this Agreement, the Client shall be entitled to terminate this Agreement forthwith by a communication in writing to the Firm, without being liable in any manner whatsoever to the Firm, if it determines that the Firm has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Client shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Client towards, inter alia, the time, cost and effort of the Client, without prejudice to the Client’s any other rights or remedy hereunder or in law.
10. Please note that the Client are not bound to select any of the firms submitting proposals. Further, as quality is the principal selection criterion, the CLIENT 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 CLIENT.
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 CLIENT 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 CLIENT, if any is not reimbursable as a direct cost of the assignment.
14. Assuming that the contract can be satisfactorily concluded in April 2023, you will be expected to take-up / commence with the assignment in April 2023.
15. The successful bidder will be invited for signing agreement. The bidder is requested to furnish a performance security at the rate of 5% of the finalized agreement value in the form of Irrevocable Bank Guarantee from any one of the Nationalized / scheduled Bank in India taken in favour of the PDGF, Chennai valid for a period of 8 months or till the successful completion of the assignment and subject to extensions without any financial implications. The same will be released on successful completion of all the works satisfactorily. The validity of performance security will be extended according to the extension of contract period as per the agreement executed.
16. The Earnest Money Deposit of the successful Tenderer will be discharged when the Tenderer furnishes the required Performance Security and signs the Agreement.

17. The Earnest Money Deposit may be forfeited
- (i) If the bidder withdraws the tender after Tender opening during the period of validity of the tender.
 - (ii) If the bidder withdraws the Tender after the issue of letter of acceptance of his Tender.
 - (iii) In the case of a successful bidder, if the bidder fails within the specified time limit to:
 - furnish the required performance security or
 - sign the Agreement
 - accept the Letter of Intent
 - (iv) if the bidder has furnished incorrect information on qualification and experience.
18. The fees shall be quoted in Indian Rupees only. Please note that the remuneration which you receive from the contract will be subject to normal tax liability in India. Kindly contact the concerned tax authorities for further information in this regard if required.
19. Any entity which has been barred by the Central Government, any State Government, a statutory Independent or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate (“Associate” means a firm have common controlling shareholders or other ownership interest as that of the Bidder).
20. Please note that mobilization advance is not allowed in this contract.
21. It is estimated that about 22 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. Stagewise payments shall be paid as per the RFP terms and conditions to the successful consultants shall be made by CLIENT.
22. Joint Venture and Consortium / JV are allowed (subject to 1 lead member and 1 joint venture member). The lead member should possess the Bid process management experience (as per the clause 7.2).
- Both the Lead and JV member will be equally liable for the assignment and payments will be released to the lead firm only.
- Joint Bidding Agreement (JBA) is attached herewith as Form 8.
23. All documents relating to the Bid and all communications in connection with the Bid shall be in English language. All the pages should be serially numbered and signed by the Firms.
24. Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration & Conciliation Act 1996. The place of arbitration shall be at Chennai. The jurisdiction of court will be at Chennai. (Chennai city civil courts).

25. CLIENT reserves the right to postpone / cancel this RFP at any point of time without assigning any reason, whatsoever.

26. Please note that conditional bids *are liable for rejection*.

27. SETTLEMENT OF DISPUTES

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

27.2 Miscellaneous. In any arbitration proceeding hereunder:

(a) proceedings shall, unless otherwise agreed by the Parties, be held in Chennai.

(b) the English language shall be the official language for all purposes; and

(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in a court of competent jurisdiction (Chennai), and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

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

a. By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least fourteen (14) calendar days' written notice in case of the event referred to in (f):

(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings;

(d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

(f) If the Consultant fails to confirm availability of Key Experts as required as per ToR. Furthermore, if the Client determines that the Consultant has engaged in Fraud and Corruption in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

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

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

c. Cessation of Services:

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

29. Force Majeure:

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

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

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

b. No Breach of Contract The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

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

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

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

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

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

In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 27.

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

30. Any entity which has been barred by the Central Government, any State Government, a statutory Independent or a public sector undertaking, as the case may be, from participating

in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate (“Associate” means a firm have common controlling shareholders or other ownership interest as that of the Consultancy Firm).

31. Consultancy Firms are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, access to site, and availability of data with the Client, Applicable Laws and regulations or any other matter considered relevant by them.
32. The Bidders shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiations, visits to CLIENT Office, Project site etc. CLIENT is not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.
33. Bidders are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, access to site, and availability of data with CLIENT, Applicable Laws and regulations or any other matter considered relevant by them. For this purpose, Bidders shall intimate TNUIFSL in advance.
34. Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and the highest-ranking Bidder gets disqualified / rejected, then CLIENT reserves the right to consider the next best Bidder or take any other measure as may be deemed fit in the sole discretion of CLIENT, including annulment of the Selection Process.
35. CLIENT reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.
36. Conflict of Interest:
 - (a) The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Authority’s interest’s paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.
 - (b) The Consultant has an obligation to disclose to the Authority any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Authority. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Agreement.
 - (c) Without limitation on the generality of the foregoing, and unless stated otherwise given in writing, the Consultant shall not be hired under the circumstances set forth below:
 - i. Conflicting activities: Conflict between consulting activities and procurement of goods, works or non-consulting services - a firm that has been engaged by the Authority to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

- ii. Conflicting assignments: Conflict among consulting assignments: Consultant or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the Authority.
 - iii. Conflicting relationships: Relationship with the Authority's staff: Consultant (including its Experts) that has a close business or family relationship with a professional staff of the Authority (or of implementing department officials) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Authority throughout the selection process and the execution of the Contract.
- A. Test of responsiveness:
- i. Pre-qualification Proposal along with EMD – Cover – 1 (Signed and sealed copy of the RFP, Pre-proposal Minutes of the Meeting, Addendums issued, etc., shall be submitted as part of Cover 1, without any financials & Soft copy of the Pre-qualification proposal)
 - ii. Technical Proposal – Cover – 2
 - iii. Financial Proposal – Cover – 3
 - iv. All the pages of above proposals (addendums / corrigendum issued, if any) shall be duly sealed and signed by the bidders authorized representative as part of the Pre-qualification proposal – Cover-1.

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

Yours faithfully,

Sd/-

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

Enclosures:

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

Terms of Reference for preparation of Tender Documents and conducting Bid Process Management for Restoration of Adyar River

(1) BACKGROUND:

The Government of Tamil Nadu envisions providing clean, green and sustainable healthy environment for all in urban areas. To achieve this vision, the Chennai Rivers Restoration Trust (CRRT) is set up by the Government to enhance the ecological conditions of rivers, water bodies, creek and estuarine eco-system in and around Chennai City.

Further, CRRT is directed to carry out the primary functions of planning, coordinating, arranging of funds and monitoring activities for the environmental restoration of rivers and water bodies, viz., Cooum, Adyar, Kosasthalaiyar Rivers, Buckingham Canal along with other canals, drains, estuaries and creeks in the Chennai Metropolitan Area. In this regard, CRRT has prepared a Feasibility Report for restoration of Adyar River starting from Guduvancheri to River mouth with the following objective.

- i. To ensure effective abatement of pollution and protection of rivers by adopting a sustainable approach for achieving water quality as per national standards (CPCB designated best use – water quality criteria Class D – Propagation of Wildlife and Fisheries).
- ii. To maintain minimum E-flows in the rivers with the aim of ensuring water quality and sustainable development.
- iii. To review the available proposals, identify gaps and suggest improvements to ensure the flood-carrying capacity of the rivers.
- iv. To develop River Front Development within urbanized areas along with other works.

The project is proposed to be implemented with a period of 24 months and O&M period of 24 months.

In this regard, CRRT has informed Tamil Nadu Urban Infrastructure Financial Services Limited (TNUIFSL) that they may engage consultants in preparation of Tender Documents and conducting Bid Process Management for restoration of Adyar River. The project is to be implemented under Hybrid Annuity Model. TNUIFSL now invites eligible consultants in preparation of Tender Documents and assisting Authority in bid process management as per guidelines of Tamil Nadu Infrastructure Development Board (TNIDB). The assignment is proposed to be taken through Project Development Grant Fund (PDGF) managed by TNUIFSL.

(2) OBJECTIVES:

The objective of this assignment is to assist in the following:

- (a) Preparation of Request for Expression of Interest (REOI) / Request for Qualification (RFQ) / Request for Technical Proposal (RTP) / Request for Proposal (RFP), contract agreements and other documents as required.
- (b) Assist authority in the bid process management until successful signing off the agreement with qualified bidder / operator for the captioned project.
- (c) To assist, guide to set up a Special Purpose Vehicle (SPV) for the Government nominated authority.
- (d) The bid documents / contract agreement to be prepared as per the Tamil Nadu Transparency in Tenders (Public Private Partnership Procurement) Rules 2012 with, latest amendments. (http://www.tnidb.tn.gov.in/forms/TNTIT_PPPP_Rules_2012.pdf).

(3) SCOPE OF WORK:

The scope of work covers but not limited to the following:

1. Review of Draft Feasibility Report and preparation of Bid documents

1. The consultant to review the Feasibility Report, other documents prepared for the Adyar River restoration and assess the gap if any for the successful implementation of the project.
2. The consultant to review and detail the conditions precedent such as Right to use the River, encroachment free access to the project site in a phased manner, transfer of existing assets, approvals and consent required etc.
3. Review and detail the phasing and milestones with micro implementation and operational plan for various project components.
4. The consultant to prepare the bid documents based on the TNIDB guidelines, Ministry of Finance (GoI) guidelines etc.
5. The necessary field visits to be conducted by the selected consultants to ascertain the ground conditions and suitability of the proposed interventions.

2. Key Performance Indicators

1. The consultant to review and detail the Key Performance Indicator (KPI) including Sub KPIs for during implementation and O&M period for various project components.
2. The consultant to provide the list of sub KPIs for monitoring mechanism such as standards to be followed in terms of quality & quantity, frequency of sampling, testing as per the standards etc., during implementation and O&M period for various project components.
3. KPIs to be benchmarked against the payment mechanism during implementation and O&M period for various project components.

3. Operation and Maintenance

1. The consultant to suggest the reporting requirement for the concessionaire during various timelines such as technical reports, implementation schedule to achieve the targets, monthly reports, quarterly reports and other reports as required for the project completion.
2. The consultant to review and detail the Environmental and Social impacts during implementation and O&M period and prepare management measures suitably in the bid documents
3. The consultant to study and include resources required to achieve the milestones during the implementation and O&M period such as technical, financial, equipment, manpower etc. in the bid documents.

4. Payment Mechanism & Revenue Sharing:

1. Detailed payment schedule to be prepared linking with the milestones and certification mechanism for payment.
2. The concessionaire payment to be made based on the performance evaluation and certification of the Independent Engineer / Independent Auditor.
3. The consultants to include necessary provision for innovative revenue generation such as sale of reuse water, advertisement etc. with revenue sharing model.

5. Legal

1. The consultant to prepare the state support agreement, tripartite agreement, biparty agreement, other agreements etc. as required to complete all committed support to the project by various stakeholders.
2. The consultant to review and detail the Legal framework for taking over of the assets from various stakeholders.
3. The consultant to review and detail the roles & responsibility of various stakeholders during implementation and O&M period in the normal as well as emergency situations.
4. The consultant to review and prepare the documents according to the Acts, Government Orders, Notifications relating to Rivers/inland water ways management and National Water Policy, State Water Policy, State Treated Wastewater Reuse Policy and all others relevant etc.
5. The consultant to review the various minutes of the meeting and incorporate suggestions suitably.
6. The consultant to review and detail the force majeure, termination clauses, dispute resolution mechanism at various levels, exit clauses, arbitration clause, penalty clause, etc. on as required basis.
7. The consultant to suggest various committee at various levels, roles & responsibility etc to be provided.

6. Support Facilities

1. The consultant to provide all necessary support to the authority in the activities to be carried out before bids.
2. The consultant to assist the authority for set up data room with comprehensive information about the project area.
3. The consultant to identify and list out the clearances including Coastal Regulation Zone (CRZ) to be obtained by the concessionaire before starting the works and assist the authority to obtain the same. Necessary documents required for obtaining approvals to be prepared by the consultants on as required basis.
4. Prepare a short-list of potential bidders capable of participating in the above projects.
5. Prepare REOI / RFQ / RTP / RFP / Bid documents / Contract Agreements / Other documents / forms with suitable evaluation criteria.
6. The bid documents to include necessary clauses on handing back of the assets created, as appropriate.
7. The consultant to include the detailed Bidder responsibilities in Bid Documents & Concession Agreement for all works. The bidder to be responsible for obtaining government approvals as required. The client to assist them in the process.
8. The consultant to consider all the bidder's cost while arriving at the block cost for the project and to list out the applicable rules and regulations.
9. The consultants to provide all necessary assistance to Client in obtaining the approval from TNIDB by attending the meetings, discussions, furnishing the necessary information, reports, etc., as required. In case of 2nd call, the consultant to reassess the financial assessment and project structuring including revising the following-
 - i. Revising the bid variable
 - ii. Detailed cash flow projections for the project term with break-even point analysis
 - iii. Projections for recovery of investment and internal rate of return
 - iv. Proposed duration of the concession agreement
 - v. Risk analysis and sensitivity analysis
 - vi. Bidding strategy involving HAM agreement.
 - vii. Value for Money analysis
 - viii. Verifiable and quantifiable indicators of performance
10. Prepare contract agreements and obtain consultant legal vetting, as required.
11. All the documents prepared by the consultant to be vetted by the Legal department of GoTN.
12. To make presentation to various agencies/departments as and when required and to be available for discussions as and when needed with various agencies / departments.

7. Bid Process Management

1. To conduct prospective bidders solicitation meeting for obtaining the views and suggestions on the chosen model, project structuring etc.
2. Assist in issuing the REOI (if required) and or RFQ and or RTP (if required) and or RFP and associated Bid documents / agreement / other documents on as required basis.
3. Assist Client in responding to the queries that may be raised during the pre-bid meetings and prepare minutes along with addendum / corrigendum to the bid documents as required in timely manner.
4. Upon receipt and opening of bids, prepare technical and financial bid evaluation reports with recommendations.
5. The consultant to be present for the day of pre-bid meeting, bid submission date, for evaluation, discussion, meetings etc. on as required basis.
6. All the above scope is applicable in case multiple operators if multiple packages are envisaged by the client. In case of multiple bidders to be identified, separate reports have to be submitted as per client requirement.
7. The Fortnight / monthly / quarterly reports and other reports on as required basis to be submitted by the consultant.
8. In case of changes required for revision of bid documents for 2nd and future calls, the necessary changes to be made in the bid documents, as required.
9. Consultant to assist authority in preparation of ToR, Invitation for Bids, pre-proposal clarifications, Evaluation process for appointing Independent Engineer for this assignment and payment clause for the Independent Engineer to be included in the bid documents.

8. Authority Special Purpose Vehicle (SPV)

The consultant to provide all the necessary support till the successful setting up of the Authority SPV

1. Finalizing the Authority SPV vision, mission, objectives along with Organization structure, Staffing structure with educational qualifications, domain experience, Organogram, etc,
2. Handholding the client organization for creation of document for various approvals – Law department, Finance department and other departments / agencies for consent to establish,
3. Consultant to provide composition of SPV with various options.
4. Assist in applying to the concerned Registrar of Companies (ROC) to ascertain the availability of the proposed SPV name.
5. Preparation of Memorandum & Articles of Association
6. Fixing Objective of the SPV, Fixing the share capital of the proposed entity, along with the shareholding pattern,
7. Creation of base document of rule of business for the SPV,

8. Assist in obtaining the ‘Certificate of Incorporation’ from ROC.
9. Assisting sponsoring organization for various initial activities – first board meeting, adoption of various policies and procedure, business plan etc.
10. Assist in obtaining the ‘Certificate of Commencement of Business.
11. All the documents prepared by the consultant to be vetted by the Legal department of the Authority / GoTN.
12. Other related activities on as required basis for successful setup of SPV.
13. The Fortnight / monthly / quarterly reports and other reports on as required basis to be submitted by the consultant.
14. The consultants to make necessary coordination with various stakeholders on as required basis.

9. Handholding Period

Handholding Period (12 weeks) to commence from the letter issued by the Authority after successful identification of the concessioner and signing of the concessioner agreement..

1. Consultant to assist authority in all aspects pertaining to this assignment after award of contract to the concessionaire.
2. Consultant to monitor, evaluate, analysis of the implementation and submit reports to authority every fortnight.
3. Consultant to provide necessary forewarn of issues if any to authority.
4. Consultant to review and evaluate the documents submitted by the Concessionaire and the evaluation report to be submitted.
5. Consultants examine the Monitoring mechanism, capacity building, institutional set up etc. proposed by Concessionaire.
6. Other services related to this project to be provided by the consultant on as required.

(4) OUTPUT AND RELATED PAYMENTS:

A. Bid Process Management

S.N	Deliverables	Timeline	Payment Terms
1*	Submission and approval of REOI (if required) and or RFQ and or RTP (if required) and or RFP- Concession Agreement from CRRT Board / SLTC / TNIDB / GoTN	Four weeks from the date of LoA.	25 %
2*	a) Publication of REOI (if required) and or RFQ and or RTP (if required) and or RFP.	Two weeks from receipt of approval for bid documents (REOI and or RFQ and or RTP and or RFP) from TNIDB and obtaining Administrative Sanction (if required).	5%

S.N	Deliverables	Timeline	Payment Terms
	b) Completion of pre-bid meeting and issue of additional clarifications and response to bidder queries.	Three weeks from the date of Publication.	10%
	c) Submission and opening of bids.	Five weeks from the date of issue of clarification.	10%
	d) Approval of bid evaluation report for REOI/RFQ/RTP (if required) and or RFP by the client/ GoTN.	Two weeks from the date of bid opening.	5%
3	Signing of agreement by implementing authority with successful bidder.	Four weeks from the date of bid evaluation report of RFP	10%
	Total		65%

- * If REOI / RFQ / RTP (if required) and or RFP all stages conducted / made by the consultant, the payment to be made on prorata basis to the consultant.
- * The amount to be quoted by the consultant is for two issues of REOI / RFQ / RTP and RFP and two set of bid evaluation with necessary updation of Feasibility Report. If there is a need reissue of RFQ and or RFP for third time, it will be considered as an additional work and 10% of the contract value on the bid process management alone to be paid to the same consultant, towards repetition of output no: 2.

B. Special Purpose Vehicle (SPV) (Parallel Activity)

S. No	Deliverables	Payment Terms
1	Filing of application in RoC	5 %
2	Submission of Memorandum & Articles of Association	5 %
3	Obtaining certificate of Incorporation from RoC	5 %
4	Obtaining certificate of Commencement of Business	5 %
	Total	20%

C. Handholding Period (12 weeks from the letter issued by the Authority after successful identification of the concessioner and signing of the concessioner agreement)

S. No	Deliverables	Timeline	Payment Terms
1	Submission and approval of Fortnight report. Payment will be done on pro rata basis.	12 weeks from the date of issuance of letter to commence the Handholding Period from Authority	15 %

The consultant should submit eight copies of all the above reports along with soft copy (MS word, Excel, Autocad, GIS, PDF, others) of the report for review. All the pages in reports to be printed in duplex mode except for A3 pages.

(5) DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT

The Detailed Feasibility Report prepared for the Adyar River restoration by the Consultant would be shared with the selected consultants.

The senior officials involved in the project to be available for the discussions to the selected consultant with prior intimation.

(6) KEY PROFESSIONALS

The following Key Professionals are to be engaged by the Consultant along with required support staff.

TA Services

S. N.	Key Professional	Man Months	Experience
1	Team Leader / Finance Specialist	5	A Chartered Accountant / MBA Finance / ICWA / CMA with about 15 years experience in Project finance / structuring in PPP / HAM projects.
2	Contract / PPP Expert	5	Graduate in engineering / MBA with about 10 years experience in contracts administration and management including preparation of bid documents, bid evaluation reports etc and with about 5 years experience in HAM / PPP projects in similar sector.
3	Company Secretary	3	ACS with about 10 years experience in similar assignments and having experience in formation of one company.

S. N.	Key Professional	Man Months	Experience
4	Legal Expert	3	A law graduate with about 10 years of experience in similar projects, especially in HAM / PPP contracts.
5	Used Water Management Expert	1	A graduate in Civil Engineering and Masters in Environmental / Public Health Engineering with about 10 years of professional experience in used water management projects with about 5 years experience in projects in similar sectors.
6	Hydrologist	1	A Graduate in Civil Engineering with Masters in Water Resources/ Hydrology with about 10 years experience in Watershed Management/ catchment area management / Restoration of waterways assignments and with about 5 years experience in projects in similar sector.
7	Landscape Architect	1	A graduate in Architecture with about 8 years experience in river front development assignment.

* The Team Leader and Contract / PPP Expert are to be employed on full time basis for this assignment.

Handholding Period

S. N	Personnel	Nos
1	Team Leader / Finance Specialist	As required basis
2	Legal Expert	
3	Contract Specialist	

The above team should be supported by adequate support staff from allied and associated fields of other experts / specialists (Geotechnical, Quantity Surveyor, environmental, social, solid waste management expert, GIS expert, CAD operator etc.,) and other support staffs with adequate experience to ensure that the objectives of the project are achieved within the time-lines without any additional cost from client.

(7) COMPOSITION OF REVIEW COMMITTEE:

A review committee would be formed after award of the contract by the Client.

(8) PROCEDURE FOR REVIEW OF REPORTS.

The reports submitted by the consultant would be reviewed by the Committee / Client / TNIDB / Govt and the comments are to be carried out before the next meeting.

In the case of approvals such as Project Structuring Approval / Bid Documents from TNIDB / Administrative Sanction / other approvals from Government, the time required would be more.

Annexure - 2

PRE - QUALIFICATION COVER - 1

COVER LETTER

(On the letter head of Bidder)

1

Date:

To

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

2

3

Subject: Appointment of consultant
for.....

Dear Sir,

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

1. The pre-qualification, technical and financial proposals are unconditional.
2. All information provided in the proposal and in the Appendices / Annexures is true and correct and all documents accompanying such proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I/ We shall make available to CLIENT any additional information it may find necessary or required to supplement or authenticate the proposal.
5. I/ We acknowledge the right of CLIENT to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public Independent nor have had any contract terminated for breach on our part.
7. I/ We declare that:
 - a. I/ We have examined and have no reservations to the RFP Document, including any Addendum issued by CLIENT.
 - 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 CLIENT or any other public-sector enterprise or any government, Central or State;
- d. I / We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Bidders in accordance with the RFP document.
 9. I/We believe that we satisfy the Conditions of Eligibility and meet the requirements as specified in the RFP document and are qualified to submit proposal in accordance with the provisions of the RFP document.
 10. I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory Independent which could cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
 11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
 12. I /We further certify that no investigation by a regulatory Independent is pending either against us or against our MD / CEO or any of our Directors/ Managers/employees.
 13. I/We undertake that in case due to any change in facts or circumstances during the Selection Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate CLIENT 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 CLIENT 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 CLIENT or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.

20. I /We, _____ (Bidder's name) herewith enclose the Financial Proposal as per Annexure for selection of my/our firm as Consultant.
21. I /We agree and undertake to abide by all the terms and conditions of the RFP document.
22. In witness thereof, we submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

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

Annexure – 2 - A

STATEMENT OF LEGAL CAPACITY
(on the letter head of the Bidder)

Ref.

Date:

To

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

Sub: Appointment of consultants for

Dear Sir,

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

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

Yours faithfully,

(Signature, name and designation of the Authorised signatory)

For and on behalf of.....

Annexure – 2 - B

POWER OF ATTORNEY

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr./Ms. (name & residential address) who is presently employed with us and holding the position of _____ as our true and lawful attorney (hereinafter referred to as the "**Authorised Representative**") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for Appointment of consultant for in response to the RFP floated by CLIENT 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 CLIENT, representing us in all matters before the CLIENT, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the CLIENT 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 CLIENT, 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.....2023

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarized

Accepted

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

Notes:

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

Annexure – 2 - C

Details of Bidder

(To be submitted on Letterhead of Bidder)

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

6. Particular of Authorised Signatory of Bidder:

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

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

Annexure – 2 - D

Financial Qualification of Bidder

S. No	Financial Year	Annual Turnover (Rs. In lakh)	Net worth
1	2017-2018		
2	2018-2019		
3	2019-2020		
4	2020-2021		
5	2021-2022		

Statutory Auditor (Seal & Signature)

Name of Audit Firm:

Name of Partner:

Membership No.:

Firm Registration No.:

Contact No:

Address:

Note:

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

Annexure – 2 - E

Eligible Project Experience of Bidder

**Eligible Project Experience of Bidder for Pre-qualification as defined in Clause
7.2.(i) Similar Project in last 7 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
Completed									
1									
2									
3									
4									
5									
Ongoing									
6									
7									
8									
9									

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

Seal / Name & Signature of Authorised Signatory

Annexure – 2 - F

Legally binding signed declaration of undertaking

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

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

(Signature(s))

SUPPLEMENTARY INFORMATION FOR FIRMS

Proposals

(1) Proposals should include the following information:

(a) Technical Proposal

(i) A description of the manner in which consultants would plan to execute the work. Work plan time schedule in Form F-3 and approach or methodology proposed for carrying out the required work.

(ii) The composition of the team of personnel which the consultant would propose to provide and the tasks which would be assigned to each team member in Form F-4.

(iii) Curriculum Vitae of the individual key staff members to be assigned to the work and of the team leader who would be responsible for supervision of the team. The curriculum vitae should follow the attached Format (F-5) duly signed by the concerned personnel.

(b) Financial Proposals

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

(2) **Two sets (Original + Duplicate) of Technical proposals (With Soft copy in Pen drive) and one original of Financial proposal should be submitted to TNUIFSL, 19, T.P. Scheme Road, Raja Annamalai Puram, Chennai – 600 028.**

(3) Contract Negotiations

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

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

(5) Nomination of Experts

Having selected a firm partly on the basis of an evaluation of personnel presented in the firm's proposal, CLIENT/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, CLIENT will not consider substitution after contract negotiations, except in cases of unexpected delays on the starting date or incapacity of an expert for reasons of health or leaving the firm. The desire of a firm to use an expert on another project shall not be accepted for substitution of personnel.

(6) Terms of Payment

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

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

(7) Review:

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

TECHNICAL PROPOSAL COVER - 2

FORM F-1

From

To

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

Sir:

Consulting services for _____ of _____ Regarding

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

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

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

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

Yours faithfully,

Signature: _____

Full name _____

and address: _____

email id:

Phone no:

(Authorized Representative)

FORM F-2

**ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING
LAST 7 YEARS**

1. Brief Description of the Firm:

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

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

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

Seal / Name & Signature of Authorised Signatory

FORM F-3

WORK PLAN TIME SCHEDULE

A. Field Investigation

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

B. Compilation and submission of reports

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

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

Seal / Name & Signature of Authorised Signatory

FORM NO.F-4

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

1. Key / Technical / Managerial Staff

S. No.	Name	Position	Task assignment
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2. Support Staff

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

Seal / Name & Signature of Authorised Signatory

FORM F-5

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

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Languages:

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

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 NO.F-6

SCHEDULE OF PRICE BID

(On the letter head of Bidder)

Sub: Appointment of Consultant for

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

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

(Rupees in Words)

Note:

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

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

Signature
Seal of Firm
(Authorized representative)

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

Remuneration of Staff

<u>Staff</u>	<u>Name</u>	<u>Daily (Monthly) Rate</u> <u>(in currency)</u>	<u>Working Days</u> <u>(Months)</u>	<u>Total Cost</u> <u>(in currency)</u>
---------------------	--------------------	---	--	---

a) Team Leader				_____
b) "				_____
c) "				_____
			Sub-Total (Staff)	_____

Support Staffs			Sub-Total (Support Staff)	_____
----------------	--	--	---------------------------	-------

Out-of-Pocket Expenses:

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

b) Air fare:				_____
--------------	--	--	--	-------

c) Lump Sum Miscellaneous Expenses:				_____
-------------------------------------	--	--	--	-------

			Sub-Total (Out-of-Pocket)	_____
--	--	--	---------------------------	-------

Other Expenses:

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

Total Other Expenses				_____
-----------------------------	--	--	--	-------

TOTAL COST ESTIMATE				_____
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FORM F-7

(To be attached with Technical Proposal Cover - 2)

WORK PROGRAM AND TIME SCHEDULE

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

Total

Reports Due/Activities and Duration

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

Field Full Time	_____	Part Time
Reports Due	_____	
Activities Duration	_____	

Form 8

Joint Bidding Agreement(the “JBA”)

(Applicable only when the Bidder is Consortium/JV)

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

AMONGST

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

AND

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

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

WHEREAS

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

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Consortium/JV

2.1 The Members do hereby irrevocably constitute the Consortium/JV (the “Consortium/JV”) for the purposes of jointly participating in the Bidding Process for the Project as Consortium/JV members.

2.2 The Members hereby undertake to participate in the Bidding Process only through this Consortium/JV and not individually and/ or through any other Consortium/JV formation constituted for this Project, either directly or indirectly or through any of their Associates

3. Covenants

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

4. Role of the Members

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

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

5. Joint and Several Liability

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

6. Responsibilities of the Members

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

Lead Member : *(Fulfilling the Technical Qualification Criteria)-*

Other Member : *(Fulfilling Other Qualifications and/ or Financial Criteria)*

7. Representation of the Members

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

- a) Such Member is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this JBA;

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

8. Termination

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

9. Miscellaneous

Consulting Services

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

(between CLIENT with consultant)

To be executed in Rs. 100/- Stamp
Paper

Subject: (Name of Assignment)

(Name of Firm)

PAN :

GST No:

This AGREEMENT (“Agreement”) is executed at Chennai on this ___ day of2023
by _____ and _____ between
.....(‘Client’)
(hereinafter will be referred as Client) and M/s.,
(‘Firm’) (hereinafter will be referred as Firms) having their Office located at
.....

1. Set out below are the terms and conditions under which (Name of Firm) has agreed to carry out for (Name of Client) the above-mentioned assignment specified in the attached Terms of Reference.
2. For administrative purposes (Name of responsible staff of Client) has been assigned to administer the assignment and to provide [Name of Firm] with all relevant information needed to carry out the assignment. The services will be required in (Name of Project) for about _____ days/months, during the period from _____ to _____ .
3. The (Name of Client) may find it necessary to postpone or cancel the assignment and/or shorten or extend its duration. In such case, every effort will be made to give you, as early as possible, notice of any changes. In the event of termination, the (Name of Firms) shall be paid for the services rendered for carrying out the assignment to the date of termination, and the [Name of Firm] will provide the (Name of Client) with any reports or parts thereof, or any other information and documentation gathered under this Contract prior to the date of termination.
4. The services to be performed, the estimated time to be spent, and the reports to be submitted will be in accordance with the attached Description of Services.

5. This Contract, its meaning and interpretation and the relation between the parties shall be governed by the laws of Union of India
6. This Contract will become effective upon confirmation of this letter on behalf of (Name of Firm) and will terminate on _____, or such other date as mutually agreed between the (Name of Client) and the (Name of Firms).
7. Payments for the services will not exceed a total amount of Rs. _____.
(Payments will be released to the lead firm only)

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

Payment schedule as per TOR

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

8. The [Name of Firms] will be responsible for appropriate insurance coverage. In this regard, the [Name of Firms] shall maintain workers compensation, employment liability insurance for their staff on the assignment. The Firms shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of the [Name of Firms] or its staff. The [Name of Firms] shall provide the (Name of Client) with certification thereof upon request. The risks and the coverage shall be as follows:
 - (a) Third Party liability insurance with a minimum coverage of Value of assignment [cost of assignment quoted by the firm];
 - (b) Professional liability insurance, with a minimum coverage of Value of assignment [cost of assignment quoted by the firm];
 - (c) employer's liability and workers' compensation insurance in respect of the Personnel of the Firm and of any Sub-Firms, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;

9. The [Name of Firms] shall indemnify and hold harmless the (Name of Client) against any and all claims, demands, and/or judgments of any nature brought against the (Name of Client) arising out of the services by the [Name of Firms] under this Contract. The obligation under this paragraph shall survive the termination of this Contract.
10. The Firm agrees that, during the term of this Contract and after its termination, the Firm and any entity affiliated with the Firm, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
11. The Firm shall furnish a Bank Guarantee amounting to 5% of the negotiated firm's value in the form as per TT Act., within 21 days from the date of issue of LoI. The format of Bank Guarantee (specified at the end of the RFP) is enclosed in Annexure-5.
12. The Client shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Firm in the event of breach of the work assigned in the ToR or the finalized Agreement.
13. All reports, plans, drawings, specifications, designs, reports, bid documents and other documents, design calculations, etc., submitted by the Consultants in the performance of the Services shall become and remain the property of the Client. The Consultants may retain a copy of such documents but shall not use them for any purposes without the prior written approval of the Client. 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 Client.
14. The Firm undertake to carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment, and to ensure that the staff assigned to perform the services under this Contract, will conduct themselves in a manner consistent herewith.
15. The Firm will not assign this Contract or sub-contract or any portion of it without the Client's prior written Consent.
16. The [Name of Firms] shall pay the taxes, duties fee, levies and other impositions levied under the Applicable law and the Client shall perform such duties, in regard to the deduction of such tax, as may be lawfully imposed.
17. The [Name of Firms] also agree that all knowledge and information not within the public domain which may be acquired during the carrying out of this Contract, shall be, for all time and for all purpose, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, except with the (Name of Client) written permission.
18. Removal and / or Replacement of Personnel:

- a) The Client expects all the Key Personnel specified in the RFP are to be available during implementation of the Scope of Work mentioned in this RFP. The Client will not consider any substitution of Key Personnel except under compelling circumstances beyond the reasonable control of the Consultant such as retirement, death, medical incapacity among others, of key experts. Such substitution shall be limited to a maximum of two Key Personnel other than Team Leader, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Client. Any subsequent substitution of Key Personnel would call for reduction of remuneration by 5% of the remuneration of the personnel so replaced for the remaining period. Substitutions undertaken at the time of contract negotiations shall also be counted while calculating the number of substitutions under this clause.
- b) Requests by Consultant for replacement of Team Leader may be considered by the Client for situations beyond the reasonable control of the consultant and allowed based on merits of the case so determined by the Client, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Client. The Client may impose, at its discretion, reduction of remuneration of up to 10% of the applicable remuneration of the Team Leader for the remaining period. Inability of consultant to deploy Team Leader for the assignment will be grounds for termination by the Client. In any case, the substituted personnel should be of comparable qualification in the absence of which it would be treated as a breach of contract.
- c) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, to (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client written request specifying the grounds therefore, for with provide as a replacement a person with qualifications and experience acceptable to the Client”.
- d) Any of the Personnel provided as a replacement under Clauses a), b) and c) above, the rate of remuneration applicable to a replacement person will be same as per the agreement. Also (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and / or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been to the Personnel replaced.

19. SETTLEMENT OF DISPUTES

19.1 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.

19.2 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.

20. 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 fourteen (14) 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.

21. Force Majeure:

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

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

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

- b.No Breach of Contract** The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

- c.Measures to be Taken** A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

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

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

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

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

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

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

Suspension

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

22. 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.

23. The jurisdiction of court will be at Chennai.

24. 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.

24.1 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.

24.2 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.

24.3 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.

24.4 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.

25. 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.

26. 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.

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

Place:

Date:
.....
.....
.....

(Signature of Authorized Representative
on behalf of Firm)

(Signature & Name of the Client's Representative)

Bank Guarantee for Performance Security

To

In consideration of ----- acting on behalf of the Government of Tamil Nadu (hereinafter referred as the “Client”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s -----, having its office at ----- (hereinafter referred as the “Consultant” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Client’s Letter of Intent no. ----- dated ----- and the agreement to be executed for Rs. ----- (Rupees -----), (hereinafter referred to as the “Agreement”) Consulting Services for -----

----- and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. ----- (Rupees -----) to the Client for performance of the said Agreement. We, ----- (hereinafter referred to as the “Bank”) at the request of the Consultant do hereby undertake to pay to the Client an amount not exceeding Rs. ----- (Rupees -----) against any loss or damage caused to or suffered or would be caused to or suffered by the Client by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement. We, ----- (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Client stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Client by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. ----- (Rupees -----).

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

We, ----- (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Client under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Client certifies that the terms and conditions of the said

Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

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

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

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

For
Name of Bank:
Seal of the Bank:
Dated, the day of, 2023

LIST OF ANNEXES

Annex 1: Terms of Reference and Scope of Services

Annex 2: Pre-Qualification Cover

Annex 3: Supplementary Information for Firms

Annex 4: Draft agreement of Contract

Annex 5: Performance Guarantee