

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

**SELECTION OF FIRMS FOR
CONDUCTING “CAPACITY BUILDING AND TRAINING PROGRAMS” (CBTP)
FOR THE URBAN SECTOR IN TAMIL NADU**

PACKAGE III – PROJECT MANAGEMENT AND FINANCE

INTERNATIONAL COMPETITIVE BIDDING (ICB)

REQUEST FOR PROPOSALS

QUALITY AND COST BASED SELECTION (QCBS) – LUMPSUM

KfW BANK ASSISTED
SMIF TN II PART 2 PROGRAM

Procurement No:
BMZ 20117032/KFW508058

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SECTION 1. LETTER OF INVITATION

Place: Chennai
Date: 20.10.2022

Dear Sirs,

1. The Government of the Federal Republic of Germany through KfW Development Bank and Government of India (GoI) have agreed to provide funds under Sustainable Municipal Infrastructure Financing in Tamil Nadu Phase II – Part 2 (SMIF-TN II- 2) program. Tamil Nadu Urban Infrastructure Financial Services Limited (TNUIFSL) is the project executing agency for the program. As part of its ongoing effort and as a proactive approach, Government of Tamil Nadu (GoTN) has proposed to impart various Capacity Building and Training Program (CBTP) to the ULB officials aimed at strengthening the Urban governance in the areas of project development, implementation, operation & maintenance. In this regard, the Managing Director, TNUIFSL through PDGF proposes to appoint agencies to undertake Capacity Building and Training Program (CBTP) to the ULB officials in Tamil Nadu. The firm(s) will be selected under Quality-and Cost-Based Selection (QCBS) procedures described in this RFP and in accordance with the KfW Guidelines for the Assignment of Consultants in Financial Cooperation with Partner Countries¹.
2. The details on the Services are provided in the attached Terms of Reference.
3. The assignment is open to all eligible consulting firms.
4. Firm(s) will be selected under Quality-and Cost-Based Selection (QCBS) procedures described in this RFP.
5. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Information to Consultants
 - Section 3 - Pre-Qualification & Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Terms of Reference
 - Section 6 - Standard Form of Contract.

Yours faithfully,

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

¹ <https://www.kfw-entwicklungsbank.de/Download-Center/PDF-Dokumente-Richtlinien/Consulting-E.pdf>

SECTION 2. INFORMATION TO CONSULTANTS

1. Introduction

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

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

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

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

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

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

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

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

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Borrower and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

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

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

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

2. Clarification and Amendment to RFP Documents

- 2.1. Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond to such requests by uploading the copies of the response/clarifications (including an explanation of the query, but without identifying the source of inquiry) in notified websites and free to download to all potential bidders.
- 2.2. At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addenda. Addenda will be uploaded in notified websites indicated in the Advertisement Notice and will be available free for download to all consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

Preparation of Proposal

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

Pre-Qualification Proposal

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

Technical Proposal

- 2.6. In preparing the Technical Proposal, consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 2.7. **While preparing the Technical Proposal, consultants must give particular attention to the following:**
 - (i) If a firm considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture relationship or sub-consultancy, as appropriate.

- (ii) For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of key professional staff-months estimated by the firm.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or has an extended and stable working relation with it.
- (iv) Proposed key professional staff must at a minimum have the experience indicated in the Data Sheet, preferably under conditions similar to those prevailing in the country of the Assignment.
- (v) Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- (vi) The proposed key personnel shall be on full time for the subject assignment.
- (vii) Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the client's national language.

2.8. The Technical proposal should provide the following information using the attached Standard Forms (Section 3):

- (i) A brief description of the firm's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services and facilities to be provided by the Client (Section 3C).
- (iii) A description of the methodology and work plan for performing the assignment (Section 3D).
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
- (v) CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments.
- (vi) Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each key professional staff team member. (Sections 3E and 3G).
- (vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.
- (viii) Any additional information requested in the Data Sheet.

2.9. The Pre-Qualification and Technical Proposals shall not include any financial information.

Financial Proposal

- 2.10. In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including remuneration for staff (foreign and local) in the field and at headquarters.
- 2.11. The Financial Proposal should clearly identify, as a separate amount, the applicable local taxes, duties, fees, levies, and other charges imposed under the applicable law.
- 2.12. Consultants shall express the price of their services in the Indian currency only in the prescribed format.
- 2.13. Commissions and gratuities, if any, paid or to be paid by consultants and related to the Assignment will be listed in the Financial Proposal submission form (section 4A).
- 2.14. The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

3. Submission, Receipt, and Opening of Proposals

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

envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and clearly marked, **“DO NOT OPEN, EXCEPT IN PRESENCE OF THE AUTHORISED REPRESENTATIVES OF THE CLIENT.”** The outer cover shall be marked with the name of the assignment.

- 3.5. The completed Pre-Qualification, Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any Proposal received after the closing time for submission of proposals shall be returned unopened.
- 3.6. After the deadline for submission of proposals the Pre-Qualification shall be opened immediately by the evaluation committee. Eligible firm’s proposals will only be considered for Technical and Financial evaluation. The technical and price envelopes of others will not be considered and returned unopened after completing the selection process. The Financial Proposal shall remain sealed and deposited with the client or his representatives until all submitted proposals are opened publicly.

4. Proposal Evaluation

General

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

Evaluation of Pre-Qualification

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

Evaluation of Technical Proposals

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

Public Opening and Evaluation of Financial Proposals; Ranking

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

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

All taxes, duties are excluded in price comparison evaluations.

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

$$\mathbf{S = S_t + S_f}$$

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

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

5. Negotiations

5.1. Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

5.2. Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. Special attention will be paid to getting the most the firm to ensure satisfactory implementation of the Assignment.

5.3. The negotiations will include a clarification (if any) (tax liability, etc.), and the manner in which it will be reflected in the contract. There will be no negotiation of the unit rates, including the man month rates.

5.4. Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurances that the key personnel / experts will be actually available for the full duration of the assignment on a full time basis. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

5.5. The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the firm will initial the agreed contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

6. Award of Contract

6.1. The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation

6.2. The firm is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

7. Confidentiality

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

Clause Reference	Instructions to Consultants
1.1	The name of the Client: Project Development Grant Fund (PDGF) Managed by TNUIFSL
1.2 1.2.1 1.2.2	<p>The method of selection is: Quality-and Cost-Based Selection (QCBS)</p> <p>A Pre-Qualification, Technical and a Financial Proposals are requested: Yes</p> <p>The name and objectives of the Assignment are:</p> <p>Conducting Capacity Building and Training Programmes (CBTP) for the Urban Sector in Tamil Nadu (Package III – Project Management and Finance)</p> <p><u>Objectives:</u></p> <p>(i) To train the Urban Sector officials to excel in various stages of the project starting from Planning, Implementation and Operation & Maintenance covering the entire life cycle including project Management.</p> <p>(ii) To provide capacity building exercise and training by way of conducting workshops, seminars, exposure visits to best practices in the Urban Water Sector.</p> <p>(iii) To expose the various urban management best practices and approach; and</p> <p>(iv) To build capacity on management of Environmental and Social Safeguards in project implementation.</p>
1.3	The Assignment is phased: No
1.4	<p>A pre-proposal conference will be held: Yes</p> <p><u>Date:</u> 04.11.2022 at 11:30 am</p> <p><u>Venue:</u> TNUIFSL, No.19, T.P Scheme Road, Raja Annamalai Puram, Chennai – 600 028, Tamil Nadu, India</p> <p>Fax: 044 – 24643106</p> <p>Email: pandiands@tnuifsl.com, vijay@tnuifsl.com, pradeep@tnuifsl.com</p>
1.5	The client will provide available information and data available with Commissionerate of Town Panchayats, Directorate of Municipal Administration, Greater Chennai Corporation, TUFIDCO, TNUIFSL, TWADB and CMWSS Board.
1.6	The Client envisages the need for continuity for downstream work: No
1.7	The clauses on fraud and corruption in the contract are: Sub-Clauses 2.6.1(d) of G.C.C.
2.1	<p>Clarifications may be requested up to two days prior to pre-proposal conference</p> <p>The address for requesting clarifications is</p> <p>The Chairman and Managing Director TNUIFSL, T.P.Scheme Road, Raja Annamalai Puram Chennai – 600 028, Tamil Nadu, India</p> <p>Fax: 044 – 24643106</p> <p>Email: pandiands@tnuifsl.com, vijay@tnuifsl.com, pradeep@tnuifsl.com</p>

2.3	Proposals should be submitted in the following language: English
2.7	<p>i) Please list out the association with any other companies (if any). The Declaration of Undertaking and other statements must be signed with legal effect by sufficiently authorised representatives of the bidder, and in the case of joint bids by all partners.</p> <p>ii) The departments participating in the training will include the following:</p> <ol style="list-style-type: none"> a. All Urban Local Bodies (Municipal Corporations, Municipalities & Town Panchayats) b. Commissionerate of Municipal Administration, c. Directorate of Town Panchayats, d. Tamil Nadu Water Supply and Drainage Board (TWADB), e. Chennai Metropolitan Water Supply & Sewerage Board (CMWSSB) <p>iii) The batch size for each programme will be 15 to 100 participants</p> <p>iv) The training programmes are to be conducted over 22 calendar months from commencement. It is estimated that a total number of officials to be trained is 1725.</p> <p>v) In addition to the above two workshops with 100 participants each are to be conducted</p> <p>vi) Tentative details of the Training modules, No. of Batches, exposure visits etc., are provided in Section 5.</p> <p>vii) Training will be conducted in the following language: English and Tamil To facilitate easy understanding, training programmes shall be conducted both in English and Tamil languages. However, all reports and documents to be prepared in English and submitted to client as part of the deliverables.</p>
2.8	<p>i) Training is an important feature of this Assignment: Yes</p> <p>ii) Additional Information in the Technical Proposal includes: None</p>
2.11	<p>Consultants are responsible for payment of all taxes as applicable in India.</p> <p>Consultants are requested to consult tax consultants for details. The Client will however reimburse the following taxes</p> <ol style="list-style-type: none"> a. Goods & Services Tax payable on the contract value for both foreign and domestic consultants payable in India. <p>The above only are to be shown separately in their financial proposal</p>
2.12	The consultants to quote the costs in Indian Rupees
2.14	Proposals must remain valid 120 days after the submission date i.e. until: 07.04.2023 without change the personnel proposed for the assignment and your proposed price. The TNUIFSL will make its best efforts to select a consultant firm within this period.

3.3	<p>Consultants must submit an original and One additional copy of each proposal (Pre-Qualification and Technical Proposal alone along with soft copy in Pen Drive). One original of financial proposal</p>
3.4	<p>The proposal submission address is: The Chairman & Managing Director TNUIFSL, No.19, T.P Scheme Road, Raja Annamalai Puram Chennai – 600 028, Tamil Nadu, India</p> <p>The information on the outer envelope should also include: Appointment of Agencies for Conducting Capacity Building and Training Programmes for the Urban Sector in Tamil Nadu - Package III: Project Management and Finance</p>
3.5	<p>Proposals must be submitted no later than the following date and time: 08.12.2022 before 15:00 hrs</p> <p>The proposals (first envelope (cover 1) containing pre-qualification criteria only) will be opened by the Chairman and Managing Director, TNUIFSL or his authorized representative in its office at 16.30 hrs on 08.12.2022. 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</p>
4.3	<p><u>Eligibility / Pre-Qualification criteria</u></p> <p>Firms who have the following qualifications may submit the proposal –</p> <p>i) Firm should have completed atleast two Capacity Building and Training Programme with minimum contract value of Rs.0.50 crore (Euro 0.06 million) each in the urban sector in the last 7 years for any of the Government Departments / Agencies / Undertaking / Public Sector Units / Statutory bodies. In the case of on-going assignment Rs.0.50 crore should have been paid to the firm by the Client before the bid submission date. (Necessary proof shall be submitted by the Firm as per Form 3A-A1).</p> <p>ii) Average annual turnover of Minimum Rs.5.70 crore (Euro 0.74 million) for the last three years ending year 2020-21. The Bidder must ensure that they submit the evidence of eligibility criteria on turnover & positive net worth as on 31st March 2021 in the form of audited financial statements signed by Chartered Accountant for the last 3 (three) Financial Years. (2018-19, 2019-20 & 2020-21) – As per Form 3A.-A2</p> <p><i>Assignment along with client certificate / Letter of Intent / Letter of Award / Agreement will only be considered for Pre-qualification evaluation. Only Pre-qualified firm's proposals will only be considered for technical evaluation. The technical and price</i></p>

envelopes of others will not be considered and returned unopened after completing the selection process.

4.4

The number of points to be given under each of the evaluation criteria are:

Concept and Methodology 40 Points

- (a) Clarity and completeness of the bid 5 Points
- (b) Critical Analysis of Project Objectives and Terms of Reference 10 Points
- (c) Proposal Approach & Methodology, Work Plan & Activity Schedule 25Points

Key Professionals 60 Points

- (a) Team Leader / Project Coordinator 30 Points
- (b) Programme Manager 10 Points
- (c) Project Management Expert 10 Points
- (d) Financial Expert 10 Points

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

i.	General Qualifications	30 Points
ii.	Adequacy for the project (suitably to perform the duties for this assignment. These include education and training, length of experience on fields similar to those required as per terms of reference, type of positions held, time spent with the firm etc.)	60 Points
iii.	Their language and experience in the Tamil Nadu	10 points

Quality and competence of the consulting service shall be considered as the paramount requirement. Technical proposals scoring not less than 75% of the total points (St) will only be considered for financial evaluation. The price envelopes of others will not be considered and returned unopened after completion the selection process. The client shall notify the consultants, results of the technical evaluation and invite those who have secured the minimum qualifying mark for opening of the financial proposals indicating the date and time. The financial proposal shall be opened in the presence of the firms' 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.
4.8	<p>Evaluations: The bid for services with the technical score will be adjusted into maximum possible number of 70 points. The number of points awarded to the other bids for services is reached by dividing the rating of each by the rating of the top bid for services, and then multiplying by the maximum possible number of points. The proposal was computed as follows $S_t = 70 \times t / \text{highest technical score (t - technical score of the firm)}$. The number of points given for the price quotation will be added to the number awarded for the services bid. The order of the bidders will be determined by the total number of points awarded. The bid with the highest total number of points will be the best received.</p> <p>The evaluation committee will determine if the financial proposals are complete and without computational errors. The lowest price quotation (fm), possibly adjusted, total value will receive the maximum possible number of points (30). The number of points awarded to the other price quotations opened is reached by dividing the total adjusted price in the lowest bid by the total adjusted price of each other bid and then multiplying by the maximum possible number of points. The financial scores of all the proposals will be computed as follows: $S_f = 30 \times fm/f$ (f - amount of financial proposal).</p> <p>All taxes, duties are excluded in price comparison evaluations.</p> <p>Proposals will finally be ranked according to their combined technical (St) and financial (Sf) scores using a weight of 70% for technical proposal and 30% for financial proposal.</p> <p>S = St + Sf</p> <p>The Consultant securing the highest score will be invited for negotiations</p>
5.1	<p>The address for negotiations is:</p> <p>The Chairman and Managing Director TNUIFSL, T.P Scheme Road, Raja Annamalai Puram, Chennai – 600 028, Tamil Nadu, India</p> <p>Please note that the cost of preparing a proposal and of negotiating a contract including visits to sites / offices of the clients, if any is not reimbursable as a direct cost of the assignment</p>
6.2	The Assignment is expected to commence on January 2023 .

SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

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

3A. Pre-Qualification Proposal Submission Form

[Location, Date]

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

S.No.	Year	Amount in Rs.
1	2018-19	
2	2019-20	
3	2020-21	
	Average	

Duly certified by a Chartered Accountant

- VIII. Contact Person / Details:
- Name :
- Phone No:
- email id :

3A.- A1. Eligible Project Experience of Bidder

Eligible Project Experience of Bidder for Pre-qualification as defined in Clause 4.3 Data Sheet Similar Project in last Seven 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									
10									

Seal / Name & Signature of Authorised Signatory

3A.- A2. Financial Qualification of Bidder

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

Statutory Auditor (Seal & Signature)

Name of Audit Firm:

Name of Partner:

Membership No.:

Firm Registration No.:

Contact No:

Address:

Note:

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

3A.1. Technical Proposal Submission Form

FORM F-1

From

To

Sir:

Declaration of Undertaking for Hiring of Consultancy services for _____ of — — — — Regarding

We underscore the importance of a free, fair and competitive procurement process that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present procurement process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the corresponding Guidelines².

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

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

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

We acknowledge that, in the event that our company (or a member of the consortium) is added to a list of sanctions that is legally binding on the client and/or KfW, the client is entitled to exclude our company/the consortium from the procurement procedure and, if the contract is awarded to our company/the consortium, to terminate the contract immediately if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion occurs after the Declaration of Undertaking has been issued.

.....

(Place)

.....

(Date)

.....

(Name of company)

.....

(Signature(s))

² See “Guidelines for the Assignment of Consultants in Financial Cooperation with Partner Countries“ and “Guidelines for Procurement of Goods, Works and associated Services in Financial Cooperation with Partner Countries”

3B. Firm's References

Relevant Services Carried Out in the Last Seven Years That Best Illustrate Qualifications

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

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

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

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

On the Terms of Reference:

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

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

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

3D. Description of the Methodology and Work Plan for performing the assignment

3E. Team Composition and Task Assignments

1. Technical/Managerial Staff

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

2. Support Staff

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

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

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]

Signature of key staff:

Certification:

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

Date: _____

[Signature of staff member and authorized representative of the Firm]Day/Month/Year

Full name of staff member: _____

Full name of authorized representative: _____

3G. Time Schedule for Key Professional Personnel

DELETED

3H. Activity (Work Schedule)

**PROVIDE THE TRAINING PLAN AND TRAINING CALENDAR,
WORKSHOP, VIDEO KNOWLEDGE PRODUCT OF ALL THE PROGRAMMES, BOARD
GAME**

SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

4A. Financial Proposal submission form.

4B. Summary of costs.

4C. Breakdown of price per activity.

4A. Financial Proposal Submission Form

[Location, Date]

FROM: (Name of Firm)

TO: (Name and Address of Client)

Ladies/Gentlemen:

Subject: Hiring of Consultants' Services for -----
----- Financial Proposal.

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

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

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of the Firm:
Address:

4B. Summary of Costs

Sl.No	Item	Amount in INR
1	Key Professionals - Remuneration	
2	Sub Key Professionals / Support Staff - Remuneration	
3	Out of Pocket Expenses	
4	Other Expenses	
5	Training Cost	
6	Miscellaneous if any (Consultant to elaborate with necessary details)	
Total		
Goods and Service Tax		
Grand Total		

(Rupees in Words.....)

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

4C. Breakdown of Price Per Activity

Sl.No	Description / Position	Name	Man Months	Rate in INR	Amount in INR
A) Key Professionals – Remuneration					
1					
2					
3					
4					
Total A					
B) Sub Key Professionals / support staff – Remuneration					
1					
.					
..					
...					
Total B					
C) Out of Pocket Expenses					
1	Per Diem	Room	Subsistence	Total	Days
2	Air Fare				
3	Lump Sum Miscellaneous Expenses				
..	Others if any (Consultant to elaborate with necessary details)				
Total C					
D) Other Expenses					
1	Local Conveyance				
2	Printing Cost				
3	Others if any (Consultant to elaborate with necessary details)				
Total D					
E) Training Cost - inclusive of Training material preparation, printing, travel to training venue, Boarding & Lodging, Training Delivery, Exposure visits, cost of venue, food & refreshment, specialized equipment hire charges, banner & display, Local transport to trainees, necessary insurance for the programme etc.,					
Module No	Module Name	No.of Batches	Rate per Batch in INR	Amount per Module in INR	
1	Environmental and Social Framework Overview including ECSMF	4			
2	Implementation of ECSMF / Environmental and Social Framework	4			
3	Course on Environmental and Social Management (ToT)	1			
4	Project Finance for Non-Finance Executives	5			
5	Introduction to Project Finance and Project Appraisal	3			
6	Accounting for Project Risks Viability	3			

7	Sectoral Pricing Trends - Sanitation Financing, Water Pricing: Recent trends and reforms	2		
8	Accounting Guidelines of EAP Projects	3		
9	Zero Based Budgeting: Concepts and Advantage	2		
10	Managing Urban Infrastructure Projects - A Complete Project Management Framework from Preparation to Completion	5		
11	Quality Control in Urban Infrastructure Projects: Skills to improve and stabilise implementation	5		
12	Software Application for Urban Infrastructure Project Management – MS Projects	5		
13	Procurement Guidelines, Processes and Procurement Management	6		
14	PPPs, Contract Management and Arbitration: Key Stages and Factors	2		
15	Grievance Redressal Management: Effective model and its adoption	3		
16	Management of Right to Information Queries and best practices	3		
17	Emerging Trends in Construction Engineering Management	5		
18	Workshop I			
19	Workshop II			
20	Video Knowledge Product of all the programmes			
21	Procurement and Delivery of a Board game - Sustainable Water Management: An Overview of Water Balance Approach			
Total E				
F) Miscellaneous if any (Consultant to elaborate with necessary details)				
1				
2				
..				
Total F				

SECTION 5 - TERMS OF REFERENCE

Conducting Capacity Building and Training Programs (CBTP) for the Urban Sector in Tamil Nadu – Project Management and Finance

1. Background

The state of Tamil Nadu is one of the most urbanised states in the country and has also been in the forefront in providing Urban services to its residents. The state through the Municipal Administration and Water Supply Department (MA&WS) manages the urban local bodies. As part of its endeavour to conduct on-going capacity building initiatives the “Capacity Building and Training Program” (CBTP) aims to train the Urban sector officials on the emerging development and best practices in urban management.

2. SMIF TN-II Part II Program

Government of Tamil Nadu is implementing KfW assisted Sustainable Municipal Infrastructure Financing (SMIF-TN) Program. This assistance includes Accompanying Measures and Loan Assistance to the Urban Local bodies in Tamil Nadu. The sub-projects which are under implementation are providing Water Supply Schemes, Under Ground Sewerage Schemes, Eco Restoration of Water Bodies, development of Parks and Playgrounds. The project development i.e., preparation of DPRs utilizing AM fund for the sectors such as Storm Water Drains, Water Supply Schemes of various ULBs are also taken up under this program. And most of the projects developed are fructified and in different stages of implementation. These sub-projects are being implemented by the Urban Local Bodies and Tamil Nadu Water Supply and Drainage Board in the Implementing Agency for most of the projects.

The CBTP was proposed to enhance the capacities of the Urban Local Bodies on the following key areas as identified critical for successful implementation of the projects (“Critical Areas”):

- a. Technical,
- b. Contracts Management,
- c. Project Management,
- d. Environment-Social-Health-Safety and Management (ESHS),
- e. Labour Camp Management,
- f. Technical Quality Audit,
- g. Testing standards & Methods,
- h. Operation & Maintenance,
- i. Supervisory Control and Data Acquisition (SCADA), Telemetry etc.,
- j. Environmental Impact Assessment (EIA) including Environmental Management Plan (EMP),
- k. Social Impact Assessment (SIA) including Social Management Plan (SMP),
- l. Other innovate / future requirement

TNUIFSL has taken up a Capacity Building and Training Program (CBTP) to various local urban bodies by taking up a Training Needs Assessment Study in the Phase I and based on the report to be submitted by the consultants, this Capacity Building and Training Program is being taken up as Phase II of the study.

3. Objectives

The objective of this Technical Assistance (TA) is to support the ULBs and officials involved in the implementation of urban projects in Tamil Nadu by providing them training in Project Management and Finance.

4. Scope and Coverage of the training program

- The scope of the assignment is to conduct training programs for the staffs working in the Urban sector in Municipal Administration and Water Supply Department, Tamil Nadu.
- Develop Video Knowledge Product for all the courses that will be used by the participants for continuing education. The video shall have the presentations and their rendering and other tools delivered during the training programme.
- The Program will cover All Urban Local Bodies (ULBs) - (Municipal Corporations, Municipalities & Town Panchayats), Directorate of Municipal Administration, Commissionerate of Town Panchayats, Tamil Nadu Water Supply and Drainage Board (TWADB), Chennai Metropolitan Water Supply & Sewerage Board (CMWSSB).
- The training shall be conducted at multiple centres in Tamil Nadu based on the requirement. The likely locations are Chennai, Chengalpattu, Vellore, Salem, Thanjavur, Tiruppur, Madurai and Tirunelveli. National exposure visits shall be arranged as mentioned in the module.
- To ensure quality, the Client has the right to request the consultant to change, modify or revise the course material and replace the resource personnel, as required.
- **The training shall comprise of the following courses:**

S. N	Topic	Course Duration (Days)	Number of Batches	Batch size in Nos	Total Number of persons to be trained	Exposure Visit (Yes or No)
I. Training Programme – Regional Directorate Level*						
1	10.1 Environmental and Social Framework Overview including ECSMF	2	4	30	120	No
2	10.2 Implementation of ECSMF / Environmental and Social Framework	3	4	30	120	No

3	10.3 Course on Environmental and Social Management (ToT)	2	1	15	15	No
4	7.1 Project Finance for Non-Finance Executives	5	5	30	150	No
5	7.2 Introduction to Project Finance and Project Appraisal	1	3	25	75	No
6	7.3 Accounting for Project Risks Viability	1	3	25	75	No
7	7.4 Sectoral Pricing Trends - Sanitation Financing, Water Pricing: Recent trends and reforms	2	2	25	50	No
8	7.5 Accounting Guidelines of EAP Projects	1	3	30	90	No
9	7.6 Zero Based Budgeting: Concepts and Advantage	1	2	30	60	No
10	8.1 Managing Urban Infrastructure Projects - A Complete Project Management Framework from Preparation to Completion	4	5	30	150	No
11	8.2 Quality Control in Urban Infrastructure Projects: Skills to improve and stabilise implementation	2	5	30	150	No
12	8.4 Software Application for Urban Infrastructure Project Management – MS Projects	2	5	25	125	No
13	9.1 Procurement Guidelines, Processes and Procurement Management	3	6	30/35	190	No
14	9.2 PPPs, Contract Management and Arbitration: Key Stages and Factors	2	2	25	50	No
15	11.3 Grievance Redressal Management: Effective model and its adoption	1	3	30	90	No
16	11.5 Management of Right to Information Queries and best practices	1	3	30	90	No
	Total – Regional Directorate Level		56		1600	
II. Training Programme – State Level*						
1	8.3 Emerging Trends in Construction Engineering Management	3	5	25	125	Yes#
	Total – State Level		05		125	

* The training shall be conducted at multiple centres in Tamil Nadu based on the requirement. The likely locations are Chennai / Chengalpattu, Vellore, Salem, Thanjavur, Coimbatore/Tiruppur, Madurai and Tirunelveli. The site visits if any will also be conducted in the same locations.						
# Name of the ULB and Project details for the exposure visit will be provided.						
III. Workshop**						
1	Workshop on climate resilience in infrastructure planning, procurement, design, and financing	1	2	100	200	No
	Total for Workshops		02		200	
**The Workshops shall be conducted at Chennai						
IV.	Video Knowledge Product of all the programmes under this package	A total of 14 Knowledge products under each training course to be produced for wider dissemination##				
V.	Procurement and Delivery of a simulation game - Project Finance for Non-Finance Executives	To be delivered as a part of course 7.1***				
## A minimum 7-minute video rendering explaining core concepts of the each module.						
*** Board Game - An online game to be played by the participants at the training location with Laptops, internet facility, user id etc (All the infrastructure for playing the game will have to be arranged by the training firm, as part of the programme).						

The agency wise break up (tentative) of participants is as below:

	Department	Number of trainees
1	GCC	243
2	Municipal Corporations other than GCC	183
3	Municipalities	236
4	Town Panchayats	409
5	CMWSSB	256
6	TWAD Board	289
7	CMA	16
8	DTP	78
9	TNUIFSL	7
10	TUFIDCO	8
	Total	1725

The above does not include the two workshops for which the participants will be selected from various departments.

5. Approach and Methodology

Training is a vital tool for capacity building. It is used for capacity building and competence enhancement by developing skills, knowledge, attitude and abilities to perform efficiently and improve productivity. Probably there is nothing as vital to the success of the project as building the capacities of various stakeholders.

The purpose of the assignment is to conduct training programmes in the identified areas. The training programs should include lectures, workshops, exposure visits, case studies and hands-on working on real life problems. The faculty should be well versed in the relevant aspects of urban management and should have had working experience in the urban sector. The faculty should be well versed in the local language, particularly for training programs for the supervisory and support staff categories. The training agency should be able to incorporate the latest concepts and address the recent development in the urban sector in the training.

6. Planning

Efficient and thorough planning is the key to success of any training program. The key dimensions that need planning for any training program are:

- Formation of Training Groups – Formation of training groups involves two dimensions - size and composition. For different level of stakeholders there could be different norms for the appropriate size of the training group. The issues in composition of groups are profile, level of current knowledge, whether members of existing or future team, etc.
- Selection of Venue – The most of the training could be off site. Appropriate venue for training is very important from three dimensions – proximity of the venue for the members of the training groups, optimal use of time of the training resources and whether the venue is equipped with necessary infrastructure required for the training.
- Duration and Timing – Duration of the training program should be fixed taking into account the absorbing capacity of the target stakeholders for the training program. Duration needs to do justice to the contents of the training program as well. The timing of the training program, especially for the government officials needs to be fixed taking into account their working hours etc.
- Communication – Communication to the target stakeholders regarding the date, time, venue, duration, topic, etc. is very essential for ensuring the attendance. Communication has to be well in advance to enable the target stakeholders to plan their work before the training.
- Benefits– It is a good idea to plan about the benefits that are proposed for bringing the people together for training.
- Resource Persons – The resource persons for various training need to be decided in advance and intimated to enable them to prepare for the training program.

- Logistics – Logistics for the training program like hiring and preparing the venue for the training, ensuring availability of all the training materials at the venue, arrangements for transport of the target stakeholders to and from the venue, if required, need to be thought through at the planning stage.
- Training Materials – Planning also includes planning for the training material required for the training – training aids, material required for participants, etc.
- Manual / Handouts – Appropriate handouts for the training and the reference manuals for the topics need to be thought through at the planning stage.

7. Development of a Training Plan

The important task to be undertaken would be the development of a training plan. This would be specifically tailored to meet the needs of the broader health sector strengthening agenda and improvement of cold chain in respective states. The selected agency will develop the plan by specifying the following:

- Objectives and targets for each of the technical / training areas, based on the training needs assessments;
- Priorities by technical areas;
- Skills that would be developed in these respective technical areas;
- Any supporting documentation, such as guidelines and manuals that would help trainees to undertake their work tasks unsupervised;
- A timetable for different elements of the training and for trainees;
- Means for reviewing the effectiveness of the training and
- Options for ensuring longer term sustainability

The focus of the training programme would be on developing the skill sets officials need to enable them to more effectively fulfil their day-to-day work functions. The plan will include any training necessary to enable trainers to provide training in the future. As part of the training plan, the selected agency would prepare guidelines and checklists for trainees to support their day-to-day work tasks. These would be developed bearing in mind that they will be an important resource for trainees once the project has finished.

The draft training plan would be presented to and discussed with a wide range of officials. When there is broad consensus for the plan, the selected agency would submit it to the TNUIFSL for approval.

8. Identification of trainers and TOT

In order to ensure effective capacity building systems, TNUIFSL will share list of trainers with selected agency. The selected agency will ensure that all the logistic facilities are arranged including:

- Training hall with alternative power backup,
- Sitting arrangements for participants,

- LCD projector, one big table for trainers,
- White boards, temporary and permanent markers
- Chart papers, ball pens, writing pads, file and folders,
- Training material for participant,
- Facilities for video audio documentation
- Attendance register

9. Developing training handouts

During any training program, participants learn more by listening and actively participating than by taking detailed written notes. Training handouts are important as they reinforce the talk in training. The selected agency would develop handouts to be circulated during the actual training sessions. The handouts would be printed in a distinctive font for easy identification and referenced in the “Methodology” and “Topics” sections. Trainers would allow sufficient time for learners to reflect on the handouts and discuss them with fellow learners before starting the training program. The selected agency will develop training handouts in Tamil for local understanding

10. Developing training session plans

The selected agency would develop detailed training session plan for various categories of stakeholders at different levels. The session plan would include objectives of the session, time necessary to teach each objective, teaching methods to be used during the session, resources needed for the session and evaluation techniques for measuring achievement of objectives.

Table gives a training session plan format

Time	Topic	Objectives for the Session		
		Teaching Methods	Resources	Evaluation
Indicates the duration of the session and of each activity	List of topics which the lesson will cover List of sub-topics (skills, knowledge, & attitudes) which will be taught	List of training methods which will be used List of instructions which the trainer will follow	List resources needed for the session <ul style="list-style-type: none"> • Resource materials used for planning session like manuals, and audio-visual aids • Co-trainers, experts and personnel contributing to the lesson • Transportation and other requirements 	List of indicators trainer will use to measure how well objective was achieved

11. Implementation

Implementation of training program requires attention to the following dimensions by the training providers:

- Needs Assessment – Needs assessment of the participants before commencing any training program is vital to the effectiveness of the training to be delivered. This could be done by way of a written questionnaire, a verbal quiz or other interactive methods.
- Time Management – Ensuring participants arrive in time, finishing sessions on time, providing breaks in between sessions in time, etc. are important steps in implementation of training.
- Sessions and Methodology – Preparation of sessions and methodology well in advance by the resource persons, time duration for each session, providing uniform messages and keeping adequate time for clarifications are important.
- Seating Pattern – Appropriate seating pattern accordingly to the type of training need to be paid attention by the trainers.
- Integration – Wherever possible, integration of the training contents with the contents of other training program that the stakeholders have gone through is very useful. Even scheduling of the training program could be integrated with training by other departments, if any.
- Measures for Absentees, latecomers – Appropriate measures for absentees from the training program need to be planned in advance and implemented.

12. Pre Training assessment

Training Plan prior to actual training would help to measure the effectiveness of the training program in improving service provider's competency in conducting their work. It enables to obtain information on participant's knowledge, attitudes and practices upon entry into the training program and at the conclusion of the training program. The selected agency in consultation with TNUIFSL would develop set of questions which would be based on the topics of training and all the participants would be requested to complete it. Standard protocols in ethical consideration like approval, informed consent, privacy, etc would be followed. Quantitative data would be compiled, analyzed and summarized. Qualitative experiences would be summarized and patterns of responses noted. Standard scoring systems and rankings would be devised during the pre-testing stage and the same would be applied to results of post training assessment. The tools developed for pre training / orientation and post training / orientation assessment would be shared with the TNUIFSL along with the training report

13. Training methodology

The training approach would be participatory in nature and prepares participants for hands-on performance of skills. The program would employ a variety of training methods, including demonstration, games, practice, and discussion, case studies, and role play. Participants would also act as resource persons for each other and would benefit from clinical and community practice, working directly with them. Respect for individual learners would be central to the training with sharing of experience encouraged throughout. The major activities related to the implementation of training are as follows:

- Development of draft training implementation plan (training calendar)
- Finalizing the draft training calendar with the TNUIFSL.
- Consultations with the various other department officials
- Finalizing the training calendar based on the conclusions of the consultations
- Sharing of training calendar with the Officials and Trainers
- Acquiring the contact numbers and addresses of the participants at various levels through consultations with the Officials
- Preparation of Program Schedule
- Sharing the schedule with TNUIFSL, Resource Persons and Officials for feedback
- Finalization and sharing of Program schedule.
- Identification and finalization of training venues
- Communication (invitation letter) to the participants
- Invitation to participants.
- Communication through telephones and mobile phones
- Final follow ups with participants
- Ensuring logistics
 - Stationery (white boards, markers, folders, papers, note pads, etc)
 - Refreshment & meals
 - Documentation (photography and videography)
 - Assessment formats
 - Laptop and LCD
 - Mic/AV system
 - Others, as required

14. Quality Assurance during training

Apart from organizing the training program, the selected agency would also ensure that regular monitoring is conducted during the training program to assess training activities daily and to determine whether any immediate changes should be made to improve the quality of the training program.

15. Post training output assessment

The set of tools administered to the participants before the training session would be administered once again to understand whether or not the participants have learned the knowledge, skills, and attitudes they need to complete their jobs

16. Evaluation

The objectives of evaluation of trainings are two fold, one whether the objectives of the training have been achieved and two, whether the training program requires any modification / improvements to be more effective.

The selected agency will follow various training evaluation methods like :

- Reactive Evaluation – This tells if participants were satisfied with the training inputs given.
- Learning Evaluation – This tells if the objectives of the training program have been achieved.
- Performance / Process Evaluations – This tells whether the gaps between the task requirements and trainee capabilities have been closed.
- Results / Impact Evaluations – This tell about the ultimate success of training - whether the problem has been solved.

17. Follow Up

Based on the training conducted, the selected agency will do the follow up involving the following dimensions:

- Planning Follow Up Activities – This involves determining the activities that the participants would be involved in subsequent to the training sessions to provide opportunities for practical application of the learning obtained in the training program and planning and allocating those activities to the training groups.
- Fixing Date and Time for Next Meeting – This involves determining and informing the participants about the next activity, whether the next training or the next meeting to discuss the implementation of follow up activities.
- Refresher Session – This involves fixing up a refresher session if required or a repeat session for people who absented themselves.

18. Training report

The selected agency would submit TNUIFSL a draft training report which would summarize the introduction followed by the training program objectives explaining the approach and methodology followed practically. The summary of the course program would be elaborated with day to day schedules/activities being mentioned. The participant's evaluation and post training output assessment would also be included in the report. All the training materials given during the course along with the pre and post training questionnaire would be annexed with the report. Based on the feedback received, the selected agency would revise and submit the final report.

19. Technical Quality Assurance Review Mechanisms:

The annual action plan will be prepared in the initial phase of this consultancy will be reviewed periodically and monthly/ quarterly progress reports will be submitted to TNUIFSL based on agreed target action points and its achieved.

20. Deliverables, Timelines and Payment Schedule

- The duration of assignment is 22 Months
- The course content / material, Inception Report, Final Completion Report, claims and all the stages of payment will be reviewed and approved by a Review Committee to be formed by TNUIFSL,
- KfW Bank will review the progress of the program from time to time, as required.
- The deliverables comprise of training programs listed under “Scope and Coverage of training program” in the previous section.
- The consultants shall plan and implement the various models for conducting training programme / workshops parallel in various regions.
- Payment terms:
 - i. Payment will be paid on completion of the respective batch of any of the modules (payment can be claimed as single batch or multiple batches form any modules) and submission of report duly approved by the PMU and Review Committee subject to the minimum claim amount of Rs. 20 lakhs plus GST.
 - ii. **Payment schedule is as follows.**

S.N (a)	Deliverables (b)	No. of Batches (c)	Payment Terms	
			Per Batch % (d)	Per Module% e=(c*d)
1	On submission and approval of Inception Report	5.0% of the agreement value		
2	Environmental and Social Framework Overview including ECSMF	4	1.00%	4.00%
3	Implementation of ECSMF / Environmental and Social Framework	4	1.00%	4.00%
4	Course on Environmental and Social Management (ToT)	1	1.50%	1.50%
5	Project Finance for Non-Finance Executives	5	1.50%	7.50%
6	Introduction to Project Finance and Project Appraisal	3	1.50%	4.50%
7	Accounting for Project Risks Viability	3	1.00%	3.00%
8	Sectoral Pricing Trends - Sanitation Financing, Water Pricing: Recent trends and reforms	2	1.50%	3.00%
9	Accounting Guidelines of EAP Projects	3	1.00%	3.00%
10	Zero Based Budgeting: Concepts and Advantage	2	1.00%	2.00%
11	Managing Urban Infrastructure Projects - A Complete Project Management Framework from Preparation to Completion	5	1.00%	5.00%
12	Quality Control in Urban Infrastructure Projects: Skills to improve and stabilise implementation	5	1.50%	7.50%

S.N (a)	Deliverables (b)	No. of Batches (c)	Payment Terms	
			Per Batch % (d)	Per Module% e=(c*d)
13	Software Application for Urban Infrastructure Project Management – MS Projects	5	1.00%	5.00%
14	Procurement Guidelines, Processes and Procurement Management	6	1.00%	6.00%
15	PPPs, Contract Management and Arbitration: Key Stages and Factors	2	1.50%	3.00%
16	Grievance Redressal Management: Effective model and its adoption	3	1.00%	3.00%
17	Management of Right to Information Queries and best practices	3	1.00%	3.00%
18	Emerging Trends in Construction Engineering Management	5	1.00%	5.00%
19	Workshop on climate resilience in infrastructure planning, procurement, design, and financing (Batch - 1)	6.0% of the agreement value		
20	Workshop on climate resilience in infrastructure planning, procurement, design, and financing (Batch - 2)	6.0% of the agreement value		
21	Video Knowledge product for Package III	4.0% of the agreement value		
22	Procurement of games for training for Package III	4.0% of the agreement value		
23	On submission and approval of Training completion report	5.0% of the agreement value		

Note: In case of cancellation of the scheduled training programme / workshop due to uncertain / unavoidable conditions which is beyond the control of the consultant, the payment for the cancellation is based on the following:

- i) During emergency situations or administrative reasons in which training may not be possible, the consultant would be informed at least 7 days before the commencement of the training to cancel / reschedule the same to any other date that is acceptable to both the client and the consultant. In such cases the consultant to be paid.
- ii) However, when the Consultant is informed six days or less before the start of the training that the training to be cancelled / rescheduled, actual cancellation charges (limited to the approved training cost of the respective batches of the training) to be paid to the Consultant upon production of the original bills along with the claim.
- iii) If any of the above activity / batch permanently deleted before scheduling due to uncertain / unavoidable conditions, no payment will be made for the respective activity / batches.

21. Key Professionals

S. No	Key Professional	Experience
1	Team Leader/Project Coordinator – 1 No	Postgraduate in Engineering / Social Sciences / Development Studies with about 15 years of experience in conducting Capacity Building, Training programs, for corporate entities or Government Department / undertakings, etc.
2	Program Manager – 1 No	Postgraduate in Engineering/Social Sciences with 7 years of experience in conducting Capacity Building, Training programs in the Urban Water / Sanitation Management Sector or similar assignments.
3	Project Management Expert – 1 No	Postgraduate in Environmental Engineering / Planning / Public Health Engineering / Construction Management with about 15 years of experience in preparation of contract packaging and documents, market research, financial assessment & risk assessment, exploring various contract models, bid evaluation & negotiation assistance, finalization of agreement etc. and conducting Capacity Building, Training programs, for corporate entities or Government Department / undertakings, etc will be an added advantage.
4	Financial Expert	Chartered Accountants / Cost Accountant / MBA in Finance with minimum 7 years of experience in municipal finance, especially in developing financial models. Experience in preparation of various project structure, financial modelling and analysis viz sources of funds, grants availability, viability gap fund and other revenue options linked, economic analysis and value for money analysis, financial reports etc. and conducting Capacity Building, Training programs, for corporate entities or Government Department / undertakings, etc will be an added advantage.

The consultants shall have adequate support/assistants/staffs for Contract Management, Water and Wastewater Expert, Project Management Expert, Environmental & Safeguards Specialist, MS Projects / Primavera, Materials & Testing, Quality Control as required on board and eminent support experts / academicians / resource personnel / others etc., on as required basis in order to achieve the objective of the assignment.

Section 6. Standard Form of Contract

CONTRACT FOR CONSULTANT'S SERVICES

between

PDGF managed by TNUIFSL

and

[name of Consultants]

Dated :

Preamble

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

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

GENERAL CONDITIONS

1 General Provisions

1.1 APPLICABLE REGULATIONS

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

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

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

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

1.2 PARTIES

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

1.3 WRITTEN FORM AND LANGUAGE

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

**1.4
APPLICABLE LAW**

1.4.1 The Special Conditions contain the law applicable to this Contract.

**1.5
ASSIGNMENT AND SUB-
CONTRACTS**

1.5.1 The Consultant shall not have the right to assign or transfer all or any of its rights under this Contract without the prior written consent of the Employer, which shall not be provided without the consent of KfW.

1.5.2 If the Consultant intends to assign part of the contractual Services to others, it shall inform the Employer and thereof at least 14 days before signing a corresponding sub-contract. If the Employer rejects such an assignment, the Consultant shall refrain from signing the respective sub-contract. In cases where the Services are sub-contracted, the Consultant's obligations to fulfil the Contract shall remain unaffected. The Consultant shall ensure that the sub-contractor fulfils all requirements of this contract, in particular also in relation to corruption avoidance and confidentiality.

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

1.6.1 The Consultant shall transfer to the Employer on the date on which any such rights arise, and in any event no later than on the date on which they are acquired:

- a) all transferable rights arising from the Services performed on the basis of this Contract,
- b) ownership of all studies, reports and associated data and documents that are created in connection with this Contract, or studies, reports and associated data and documents made available to the Employer as well as software produced or adapted and,
- c) on completion of the Services, legal title to the items of equipment obtained by means of this Contract.

Insofar as a transfer of such rights according to (a) is not possible⁴, the Consultant shall irrevocably grant to the Employer unrestricted, transferable, licensable and exclusive rights of use and exploitation that are unlimited with respect to time and place of use. Such transfer shall include the right to adapt any transferred rights. The Consultant shall ensure that any relevant creator of such transferrable rights waives its exercise of any such relevant rights.

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

⁴ such as copyright under German law

**1.7
CONFIDENTIALITY AND
PUBLICATION**

1.7.1 Without prejudice to any statutory obligations of disclosure imposed on it, the Consultant shall keep confidential all documents passed on to it by the Employer and if applicable by KfW, as well as all information exchanged and knowledge acquired concerning this Contract and its implementation, unless the Employer or KfW have authorised disclosure in writing or the information was already in the public domain before the Contract was signed.

**1.8
CORRUPTION AND FRAUD**

1.8.1 When discharging their obligations under this Contract, the Consultant, its representatives and its employees shall comply with all applicable laws, rules, regulations and provisions of the relevant legal systems, including the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

1.8.2 The Consultant warrants with its signature that the declarations named in Annex 3 [Declaration of Undertaking] are true and correct and undertakes that it will fulfil the obligations and rules of conduct set out therein in connection with the implementation of this Contract.

1.8.3 The Consultant undertakes to immediately notify the Employer in detail and in writing if the Consultant is induced by a public official or any other persons to make illegal payments. A public official shall be:

- a) any official or employee of a public authority or an enterprise under the ownership or control of a government;
- b) any person who performs a public function;
- c) any official or staff member of a public international organisation;
- d) any candidate for a political office; or
- e) any political party or official of a political party.

**1.9
REIMBURSEMENTS**

1.9.1 Not Applicable

**1.10
PARTIAL INVALIDITY**

1.10.1 The invalidity or unenforceability of one or more provisions of this Contract will not affect the validity or enforceability of any other provision of this Contract. Any invalid or unenforceable provision shall be replaced by a valid and enforceable provision which approximates as closely as possible the economic purpose of the invalid or unenforceable provision. The same shall apply accordingly in cases of omissions.

§ 2 The Employer

2.1

DUTY OF COOPERATION

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

2.2

TAXES

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

2.3

REMUNERATION

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

§ 3 The Consultant

3.1

SCOPE OF SERVICES

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

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

3.2

REPORTING

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

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

3.3

DEPLOYMENT OF STAFF

3.3.1 Insofar as the Parties agree the deployment of key staff, these persons shall be named in Annex 4 [Project-specific Provisions]. The following provisions 3.3.2 and 3.3.3. shall then apply.

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

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

3.4 PROJECT-SPECIFIC PROVISIONS

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

§ 4 Commencement, Completion and Amendment of the Services

4.1 COMMENCEMENT AND COMPLETION

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

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

4.2 PENALTIES FOR DELAY

Not Applicable

4.3 FORCE MAJEURE

4.3.1 In the event of Force Majeure, the contractual obligations, insofar as affected by such event, shall be suspended for as long as performance remains impossible due to the Force Majeure. Force majeure means if any event whereby one party to the Contract is prevented to a considerable extent from performing the Services due to unavoidable, unforeseeable circumstances, such as natural disasters, hostage-taking, war, crises, revolution, terrorism and sabotage, that cannot be avoided or rendered harmless and must not be accepted because of its frequency ("Force Majeure"). This also includes in particular orders by the Federal Foreign Office of the Federal Republic of Germany for German citizens to leave the project country or project region. Insofar as an event originates entirely from the sphere of responsibility of one party to the Contract, this event does not qualify as Force Majeure.

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

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

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

4.4 TERMINATION

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

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

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

4.4.4 The Employer, with the prior consent of KfW, may suspend or terminate this Contract after serving written notice of at least 30 days without stating reasons. In the case of suspension, the Employer shall reimburse the Consultant for the resulting, unavoidable costs. In the

case of termination, the legal consequences of paragraph 4.4.2 shall apply accordingly.

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

4.5 CORRUPTION AND FRAUD

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

§ 5 Remuneration

5.1 REMUNERATION OF THE CONSULTANT

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

5.2 TERMS OF PAYMENT

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

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

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

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

5.3 AUDITING

5.3.1 For services or partial services that are not remunerated on a lump-sum basis, the Consultant shall be obliged to maintain up-to-date records that meet professional standards and that clearly and systematically indicate the services provided and the time and expense involved. The Consultant shall retain all settlement-related documents for five years and authorises the Employer and KfW to audit these at any time.

§ 6 Liability

**6.1
LIABILITY OF THE
CONSULTANT**

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

**6.2
LIABILITY OF THE
EMPLOYER**

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

§ 7 Insurance

**7.1
INSURANCE**

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

- (a) Third Party liability insurance with a minimum coverage of the value of assignment.
- (b) Professional liability insurance with a minimum coverage of Value of the assignment.
- (c) Employer's liability and workers' compensation insurance in respect of the Personnel of the consultant and of any sub-consultants, in accordance with the relevant provisions of the Applicable law, as well as, with respect to such personnel, any such life, health, accident, travel or other insurance as may be appropriate; On request by the Employer, the Consultant shall present proof of this insurance and shall keep them alive till the date of processing of last invoice.

§ 8 Disputes and Arbitration Procedure

**8.1
ARBITRATION
PROCEDURE**

8.1.1 If the Parties do not reach amicable agreement, disputes arising out of or in connection with this Contract shall be referred to adjudication/arbitration in accordance with the Arbitration & Conciliation Act 1996. The place of arbitration shall be Chennai and the language of the arbitration procedure shall be English. The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in court of competent jurisdiction (Chennai).

SPECIAL CONDITIONS

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

Preamble

Project: _____

Ad 1.1 **Applicable Regulations**
Annex 1 [Remuneration and Invoicing].

Ad 1.2 **Contractual Parties and Contacts**
Employer is Project Development Grant Fund managed by Tamil Nadu Urban Infrastructure Financial Services Limited
The Employer's contact person is D. Selva Pandian, VP, TNUIFSL

Address of Employer:

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

Email : pandiands@tnuifsl.com

Phone : 044-24643103

Consultant is : _____

The Consultant's contact person : _____

Address of Consultant

Postal address :

Email :

Phone :

Ad 1.3 **Language**
The language of the Contract is English

Ad 1.4 **Applicable Law**
The law applicable to the Contract is the law of India

Ad 3.1 **Service to be performed:**
The contractual services of the Consultant consist of _____. The contractual services of the Consultant are detailed in Annex 2 [Terms of Reference].

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

Ad 3.3 **Key staff**
The Consultant shall employ the staff specified in Annex 4 [Project-specific Provisions] for the performance of its services.

Ad 4.1 Commencement and Completion

Date of commencement: The date on which execution shall be commenced is
____.____.2022

Completion date: Date of Completion is _____.____.2024 or till the date of completion of the assignment.
Annex 4 contains a detailed schedule.

Ad 5.1 Remuneration

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

("Order Value").

The Order Value is composed as follows:

Fixed fee _____ :

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

Ad 5.2 Terms of Payment

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

The payment for the training service provider will be done by PDGF on completion of each training programme and receipt of completion certificate duly certified by the Project Management Consultant (PMC).

Ad 8.1: Arbitration Procedure

The place of arbitration shall be **Chennai**
The language of arbitration shall be **English**

Place: Chennai

Date: _____.____.2022

(for the Consultant)

(for the Employer)

Remuneration of Services

Terms of Reference

Declaration of Undertaking

From

To

Sir:

Declaration of Undertaking for Hiring of Consultancy services for _____ of _____

Regarding

We underscore the importance of a free, fair and competitive procurement process that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present procurement process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the corresponding Guidelines⁶.

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

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

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

We acknowledge that, in the event that our company (or a member of the consortium) is added to a list of sanctions that is legally binding on the client and/or KfW, the client is entitled to exclude our company/the consortium from the procurement procedure and, if the contract is awarded to our company/the consortium, to terminate the contract immediately if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion occurs after the Declaration of Undertaking has been issued.

.....
(Place)

.....
(Date)

.....
(Name of company)

.....
(Signature(s))

⁶ See "Guidelines for the Assignment of Consultants in Financial Cooperation with Partner Countries" and "Guidelines for Procurement of Goods, Works and associated Services in Financial Cooperation with Partner Countries"

Project-specific Provisions

(Key staff Schedule and Work schedule)

Consultant Bid