

**REQUEST FOR PROPOSAL FOR CONSULTING SERVICES FOR
PREPARATION OF INTERIOR DESIGN AND SUPERVISION OF
INTERIOR WORKS FOR THE PROPOSED OFFICE OF TNUIFSL AT
TNHB COMMERCIAL COMPLEX,
H1, 3RD AVENUE, ANNA NAGAR, CHENNAI – 600040**

**LUMP SUM
LEAST COST SELECTION**

**TAMIL NADU URBAN INFRASTRUCTURE FINANCIAL
SERVICES LIMITED (TNUIFSL)
NO. 19, TP SCHEME ROAD, RAJA STREET EXTENSION,
RAJA ANNAMALAIPURAM, CHENNAI – 600 028
Tel No: 044-2464 3103/ 104/ 105, Fax: 044-2461 3106**

LETTER OF INVITATION

Dear Sirs,

Subject: Consulting Services for preparation of interior design and supervision of interior works for the proposed office of Tamil Nadu Urban Infrastructure Financial Services Limited (TNUIFSL) at TNHB Commercial Complex, H1, 3rd Avenue, Anna Nagar, Chennai – 600040.

1. You are hereby invited to submit qualification and financial proposals for Consulting Services required for preparation of interior design and supervision of interior works for the proposed office of Tamil Nadu Urban Infrastructure Financial Services Limited (TNUIFSL) at TNHB Commercial Complex, H1, 3rd Avenue, Anna Nagar, Chennai – 600040, which could form the basis for future negotiations and ultimately a contract between your firm and Tamil Nadu Urban Infrastructure Financial Services Limited (hereinafter called the Client).
2. The purpose of this assignment is to prepare concept design, drawings (including detailed working drawings) & detailed technical and other specifications, bill of quantities and detailed cost estimate, preparation of bid documents, assistance during bid process, periodic site supervision management and certification of bills till the completion of the work
3. A firm will be selected under Least Cost Selection (LCS) procedures as described in this Request for Proposal (RFP) and in accordance with the procurement guidelines of the Tamil Nadu Transparency in Tenders Act, 1998 and rules 2000 made thereon.
4. The following documents are enclosed to enable you to submit your proposal:
(a) Terms of reference (TOR) (Annexure 1); (b) Supplementary information for consultants, including a suggested format of curriculum vitae (Annexure 2); and (c) A sample Form of Contract for Consultants' Services under which the services will be performed (Annexure 3).
5. Pre-proposal conference
- 5.1 A pre-proposal conference open to all prospective consultants will be held on **10.09.2024 @ 15.00 hrs** in the TNHB Commercial Complex, H1, 3rd Avenue, Anna Nagar, Chennai – 600040. The prospective consultant will have an opportunity to obtain clarification regarding the scope of the work, terms of reference, contract conditions and any other pertinent information.

The Clarification/Amendments if any in the Pre-proposal Conference will be notified to the prospective bidders.

In order to obtain firsthand information on the assignment and the local conditions, it is considered desirable that a representative of your firm visit the project sites and the office of the Client (email id: mohan@tnuifsl.com) before the proposal is submitted. Please ensure that advance intimation regarding your visit to the official of the Client to enable to make appropriate arrangements.

6. **The Submission of Proposals:** The proposals shall be submitted in two parts, viz., Qualification and Financial and should follow the form given in the "Supplementary Information for Consultants."
- 6.1 The "**Qualification – Cover 1**" and "**Financial – Cover 2**" proposals must be submitted in two separate sealed envelopes (with respective marking in bold letters) following the formats/schedules given in the supplementary information for consultants. The **Cover 1** marked "**Qualification proposal**" should include the description of the firm/organization, the firm's general experience in the field of assignment, the qualification and competency of the personnel proposed for the assignment and the proposed work plan in response to suggested terms of reference. The Cover 1 should not contain any cost information whatsoever. The **Cover 2** marked "**Financial Proposal**" must also be sealed with sealing wax and initialed twice across the seal and should contain the detailed price offer for the consultancy services.

All the sealed envelopes (Cover 1 and Cover 2) should again be placed in a sealed cover and shall have superscribing in bold as "Consulting Services for preparation of interior design and supervision of interior works for the proposed office of TNUIFSL at TNHB Commercial Complex H1, 3rd Avenue, Anna Nagar, Chennai – 600040" which will be received in the office of the Client at No. 19, Scheme Road, Raja Street Extension, Raja Annamalaipuram, Chennai – 600 028, up to **15.00 hours on 18.09.2024**.

Proposals without the superscribing in the cover of the proposals as requested above will be returned unopened.

6.2 **Opening of proposal**

The proposals (Cover 1 containing qualification proposal only) will be opened by the CMD of the Client (CMD of TNUIFSL) or his/ her authorized representative in his office at **15.15 hours on 18.09.2024**. It may please be noted that the second envelope containing the detailed price offer will not be opened until the qualification evaluation has been completed and the result approved and notified to all consultants.

7. **Evaluation**

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

- (i) a qualification evaluation, which will be carried out prior to opening any financial proposal;
- (ii) a financial evaluation. Firms will be ranked as L1, L2, L3 based on the financial evaluation.

7.2 **Qualification Proposal (Cover 1)**

The perspective consultants who have the following qualifications may submit the proposal

- (i) The firm (Private Limited Company or Public Limited Company or Partnerships or Proprietorship) should have operated in similar line of activities for a period of five years (Registration / Incorporation certificate and GST Registration Certificate to be submitted).
- (ii) Average annual turnover of not less than Rs.20 lakhs (Rupees twenty lakhs only) in the previous three financial years (average of financial years 2021-22, 2022-23 and 2023-24).
- (iii) Satisfactorily completed at least one similar interior work of not less than 5000 sq. ft. in the previous three financial years (financial years from 2021-22, 2022-23 and 2023-24).
- (iv) Availability of key personnel fulfilling conditions as prescribed in TOR along with Work Plan.

The documents / certificates evidencing all the above shall be submitted along with the Qualification Proposal.

The evaluation committee appointed by the Client will carry out its evaluation applying the qualifications criteria specified above. The Qualification Proposals fulfilling all the qualifications criteria will only be considered for financial evaluation. The Financial Proposals of others will not be considered and returned unopened after completing the selection process. The client shall notify the consultants of results of the Qualification evaluation and invite those who have fulfilled the qualification criteria for opening of the Financial Proposals indicating the date and time.

7.3 **Financial Proposal (Cover 2)**

7.3.1 Opening:

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

7.3.2 Evaluation:

The evaluation committee appointed by the Client will carry out its evaluation and determine if the Financial Proposals are complete and without computational errors. The evaluations exclude all taxes. The proposal will be finally ranked as L1, L2, L3 and so on in ascending order.

The Client will select the lowest quoted proposal and will be invited for negotiations.

8. **Negotiations**

- 8.1 Prior to the expiration period of proposal validity, the Client will notify the successful Consultant who submitted the lowest quote (L1) in writing by registered letter or email and invite it to negotiate the Contract.
- 8.2 Negotiations will commence with a discussion of your Qualification proposal, the proposed work plan, costing, staffing and any suggestions you may have made to improve the TORs. Agreement must then be reached on the final TORs, the staffing and staff months, logistics and reporting.
- 8.3 Changes agreed upon will then be reflected in the draft contract, using proposed unit rates (after negotiation of the unit rates, including the man month rates).
- 8.4 The negotiations will be concluded with a review of the draft form of Contract. The Client and the Consultants will finalize the contract to conclude negotiations.
- 8.5 The Contract will be awarded after successful negotiations, with the selected Consultant. If negotiations fail, the Client will invite the Consultants having obtained the second highest score to Contract negotiations. Upon successful completion, the Client will promptly inform the other Consultants that their proposals have not been selected.

9. **Fraud and Corrupt Practices**

- 9.1 The Consultant and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices"). Notwithstanding anything to the contrary contained in this Agreement, the Client shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Client shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Client towards, inter alia, the time, cost and effort of the Client, without prejudice to the Client's any other rights or remedy hereunder or in law.
10. Please note that the Client is not bound to select any of the firm's submitting proposals. Further, the Client does not bind itself in any way to select the firm offering the lowest price.
11. It is estimated that about 9 man-months of services will be required for the project and generally you should base your financial proposal on this figure. However, you should feel free to submit your proposal on the basis of man-months considered necessary by you to undertake the assignment.
12. You are requested to hold your proposal valid for 90 days from the date of submission without changing the personnel proposed for the assignment and your proposed price. The Client will make its best efforts to select a consultant firm within this period.
13. Please note that the cost of preparing a proposal and of negotiating a contract including visits to office of the Client (including project site), if any is not reimbursable as a direct cost of the assignment. Further, mobilization / advance payment will not be considered.
14. Assuming that the contract can be satisfactorily concluded in September, 2024 you will be expected to take-up / commence with the assignment in September, 2024.
15. We wish to remind you that any manufacturing, trading or construction firm with which you might be associated with, will not be eligible to participate in bidding for any goods or works resulting from or associated with the project of which this consulting assignment forms a part.
16. Please note that any request for a joint venture will not be entertained.

17. Please note that the remuneration which you receive from the contract will be subject to normal tax liability in India. Kindly contact the concerned tax authorities for further information in this regard if required.
18. All documents relating to the Bid and all communications in connection with the Bid shall be in English language. All the pages should be serially numbered and signed by the prospective Consultant.
19. Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration & Conciliation Act 1996. The place of arbitration will be in Chennai and language of communication shall be English.

Yours faithfully,

Additional Chief Secretary /
Chairman & Managing Director
TNUIFSL

Enclosures:

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

Terms of Reference (ToR) for Consulting Services for preparation of interior design and supervision of interior works for the proposed office of TNUIFSL at TNHB Commercial Complex, H1, 3rd Avenue, Anna Nagar, Chennai – 600040

I. Introduction

Tamil Nadu Urban Infrastructure Financial Services Limited (TNUIFSL) is a Public Limited Company incorporated under the Companies Act, 1956 on 07.11.1996 and having its registered office at No. 19, Scheme Road, Raja Street Extension, Raja Annamalaipuram, Chennai – 600 028. Now, TNUIFSL proposes to shift the office to TNHB Commercial Complex, H1, 3rd Avenue, Anna Nagar, Chennai – 600040. The proposed office building has 4 floors and the office of TNUIFSL is proposed to occupy the 2nd & 3rd floor which is having a carpet area of about 14,292 sq.ft (7146 sq.ft in second floor and 7146 sq.ft in third floor).

The objective is to select a Firm to provide professional services that shall include the preparation of concept design, drawings (including working drawings) & detailed technical and other specifications, bill of quantities and detailed cost estimate, preparation of bid documents, assistance during bid process, periodic site supervision, project management and certification of bills till the completion of the work,

II. Scope of Work

The scope of work is not limited to the following -

The proposed office building is having 4 floors and the office of TNUIFSL is proposed to occupy the 2nd & 3rd floor which is having a carpet area of 7146 sq.ft in second floor and 7146 sq.ft in third floor of the building situated at TNHB Commercial Complex, H1, 3rd Avenue, Anna Nagar, Chennai – 600040. The scope of the work includes the following:

- Preparation of concept design,
- Preparation of drawings (including working drawings)
- Preparation of detailed technical and other specifications, bill of quantities and detailed cost estimate,
- Preparation of bid documents and assistance during bid process (clarification to bidder queries, etc).
- Periodic site supervision, project management, submission of monthly reports with presentation,
- Certification of bills till the completion of the work and
- Furnishing completion certificate

The proposed office should be elegantly designed (fully air-conditioned) and it should house the following:

Second Floor:

- Reception, Office of CMD, Conference Hall and office for Finance & Admins Division.

Third Floor:

- Office of Project & Procurement Division, office of Consultancy Division and other general-purpose works.

The office should have internal communication system, LAN connectivity, audio system, fire fighting system, CCTV, provision for centralized power backup, energy efficient lighting system, false ceiling and other services / facilities as may be required to make the office fully functional.

III. Project Area

The office building situated at TNHB Commercial Complex, H1, 3rd Avenue, Anna Nagar, Chennai – 600040. The proposed office building is having a carpet area of about 14,292 sq.ft (7146 sq.ft in second floor and 7146 sq.ft in third floor).

IV. Data inputs by client:

Co-ordination by Client to facilitate visit to the proposed office building, make Client's officials available for consultations and co-ordinate for obtaining layout plan, boundary details and other relevant records to the consultants.

V. Key Personnel

Sl. No.	Specialization	No.	Requirements
i	Architect (Team Leader / Project Coordinator)	1	Bachelor Degree in Architecture with not less than 7 years experience in the planning, designing and implementation of office interior works
ii	Quantity Surveyor/ Project Supervisor	1	Diploma / Bachelor Degree in Civil Engineering with not less than 5 years' experience in preparation of BoQ and detailed estimates / Tender Documents / and Supervision during execution of office interior works
iii	Project Accountant	1	Bachelor Degree in Commerce / CA (Inter)/ CWA (Inter) with not less than 5 years' experience in project accounts and preparation of project accounting statements.

Necessary support staff / experts shall be brought in by the consultants, as required in order to achieve the objectives of the assignment within the stipulated timelines.

VI. Review Committee:

A Review Committee will be formed with the following officials as members to review:

1. Senior Vice President, TNUIFSL
2. Vice President, TNUIFSL
3. Senior Assistant Vice President, TNUIFSL and
4. Senior Manager, TNUIFSL

VII. Outputs and related payment schedule:

The duration of assignment will be 6 months (24 weeks) and various stages of report are given as follows-

No.	Stage of report	Timeline	Fees
i	Design & Bid document, Procurement, Award stage {Preparation and finalization of concept design, detailed drawings (including working drawings) Preparation of detailed technical and other specifications, bill of quantities and detailed cost estimate, Packaging and Preparation bid documents, Assisting in Procurement by preparing bidder clarifications, etc, award of contract for works by client}	Five weeks from issue of Letter of Award	a) 15% of the fees quoted on submission and acceptance of design / drawings – 3 weeks b) 15% of the fees quoted on submission and acceptance of bid documents with specifications and drawings – 2 weeks from finalization of design (c) 10% on award of work for contractor by client*
ii	Execution of works (Supervision, management and certification of bills during execution)	Seventeen weeks from the date of date of approval of design, drawings and bid documents	(a) 15% of the fees quoted on completion of 25% of the works (b) 15% of the fees quoted on completion of 50% of the works

			(c) 15% of the fees quoted on completion of 75% of the works
iii	On completion On submission of completion report with certified copy of as-built drawings of all components to be submitted by the works contractor in hard copy, CADD and PDF formats	Two weeks from the date of completion of works	15% of the fees quoted on completion of 100% of works along with submission of Completion Report

* The bid process management for works contract will take approx. 2 months from the date of publication till award of work.

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

VIII: Design / Drawings / Documents / Reports

The Design / Drawings / Documents / Reports shall be submitted to the Additional Chief Secretary/ Chairman and Managing Director, TNUIFSL

SUPPLEMENTARY INFORMATION FOR CONSULTANTS

Proposals

(1) Proposals should include the following information (Cover 1 and Cover 2):

(a) Qualification Proposal (Cover 1):

- (i) Cover Letter as given in Form F-1.
- (ii) A brief description of the firm/organization, Incorporation Certificate and GST Registration Number / Certificate Form F-2.
- (iii) Turnover of the Firm Form F-3
- (iv) and an outline of recent experience on assignments / projects of similar nature executed during the last three years in the format given in Form F-4.
- (v) A description of the manner in which consultants would plan to execute the work. Work plan time schedule in Form F-5 for carrying out the required work.
- (vi) The composition of the team of personnel which the consultant would propose to provide and the tasks which would be assigned to each team member in Form F-6.
- (vii) Curriculum Vitae of the individual key staff members to be assigned to the work and of the team leader who would be responsible for supervision of the team. The curricula vitae should follow the attached Format (F-7) duly signed by the concerned personnel.

(b) Financial Proposal (Cover 2):

The financial proposals should include the Schedule of Price Bid in Form No.F-8 with cost break-indicated in Form F-8.

(2) Two copies of the Qualification proposal – Cover 1 (The signed Proposal shall be marked “Original”, and its copies marked “Copy” as appropriate) and one original of financial proposal – Cover 2 should be submitted to TNUIFSL.

(3) Contract Negotiations

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

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

(5) Nomination of Experts

Having selected a firm partly on the basis of an evaluation of personnel presented in the firm's proposal, the Client expects to negotiate a contract on the basis of the experts named in the proposal and, prior to contract

negotiations, will require guarantees that these experts shall, in fact, be made available. As the expected date of mobilization is given in the letter inviting proposals, the Client will not consider substitution after contract negotiations, except in cases of unexpected delays on the starting date or incapacity of an expert for reasons of health, or leaving the firm. The desire of a firm to use an expert on another project shall not be accepted for substitution of personnel.

(6) Terms of Payment

The mode of payments to be made in consideration of the work to be performed by the Consultant shall be as per the payment schedule in the ToR:

The Consultant would be required to submit two copies of each of the reports besides providing a soft copy of all reports, workings, drawings, etc.

(7) Review of design / drawings / documents / reports

A review committee will review all design / drawings / documents / reports of consultants and suggest any modifications/changes considered necessary within 15 days of receipt. The decision / suggestion carried out will be reviewed in the next meeting.

FORM F-1 (Cover 1)

From

To

Sir:

Hiring of Consultancy services for _____ of _____ Regarding

I/We _____ consultant/consultancy firm/organization herewith enclose Qualification and Financial Proposal for selection of my/our firm as consultant for _____.

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

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

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

Yours faithfully,

Signature: _____

Full name _____

and address: _____

(Authorized Representative)

Form F-2 Cover 1

Details of Firm

(To be submitted on Letterhead of Firm)

1 a) Name:

b) Date of Commencement:

2. Brief Description of Company including details of its main line of Business

3. Details of Individual who will serve as the point of contact/communication to Client:

a) Name:

b) Designation:

c) Company:

d) Address:

e) Telephone No:

f) Email Address:

g) Fax Number:

h) Mob No:

i) Incorporation Certificate: Attach Proof

j) PAN No: Attach Proof

k) GST No: Attach Proof

4. Particular of Authorised Signatory of Firm:

a) Name:

b) Designation:

c) Address:

d) Telephone No.:

e) Mob. No:

f) Email Address:

g) Fax No:

Form F-3 Cover 1

Turnover of the Firm

S. No	Financial Year	Annual Turnover Rs. in lakhs
1	2021-2022	
2	2022-2023	
3	2023-2024	

Chartered Accountant (Seal & Signature):

Name of Audit Firm:

Firm Registration No.:

Name of Partner:

Membership No.:

Contact No:

Address:

FORM F-4 (Cover 1)

ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST THREE YEARS

1. Brief Description of the Firm/Organization:

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

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

Note: Please attach certificates from the employer by way of documentary proof.

FORM F-5 (Cover 1)

WORK PLAN

Manpower Schedule and Work Plan outlining various steps for performing the assignment.

MONTHS

A. Key personnel and Support Staff

<u>Name</u>	<u>Position</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>Number of months</u>
-------------	-----------------	----------	----------	----------	----------	----------	-------------------------

Total

B. Activities

<u>Sl. No.</u>	<u>Item</u>	<u>1st</u>	<u>2nd</u>	<u>Month-wise Program</u>			
				<u>3rd</u>	<u>4th</u>	<u>5th</u>	<u>6th</u>

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

C. Compilation and submission of reports

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

FORM NO.F-6 (Cover 1)

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

1. Key personnel

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

S.No.	Name	Position	Task assignment
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FORM F-7 (Cover 1)

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

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Languages:

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

Certification:

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

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

Full name of staff member: _____

Full name of the authorized representative: _____

FORM NO.F-8 (Cover 2)

SCHEDULE OF PRICE BID

<u>Items</u>	<u>Amount</u>	
	<u>In figures</u>	<u>In words</u>
1. Consulting Services for ----- -----		
2. Goods and Services Tax @%		
3. Total		

Signature of Consultant

(Authorized representative)

FORM NO.F-9 (Cover 2)

Break up of Cost for the abstract cost indicated in Form 8

Remuneration of Staff

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

a) Team Leader	_____			
b) "	_____			
c) "	_____			

Sub-Total (Key Staff) _____

Support Staff

a)				
b)				
c)				

Sub-Total (Support Staff) _____

Out-of-Pocket Expenses:

a) Per Diem ¹	Room	Subsistence <u>Cost</u>	Total	Days	
			_____	_____	_____

b) Travel : _____

c) Printing : _____

d) Lump Sum Miscellaneous Expenses:² _____

Sub-Total (Out-of-Pocket) _____

Contingency Charges: _____

**GOODS & SERVICES
TAX @ 18 %**

TOTAL COST

¹ Per Diem is fixed per calendar day and need not be supported by receipts.

² To include reporting costs, visa, inoculations, routine medical examination, minor surface transportation and communications expenses, portorage fees, in-and-out expenses, airport taxes, and such other travel related expenses as may be necessary.

* The information in this form is used to finalize Annexe C to the Contract

Draft Contract

Subject: (Name of Assignment)

(Name of Consultant)

1. Set out below are the terms and conditions under which (Name of Consultant) (herein after called the Consultant) has agreed to carry out for (Name of Client) (herein after called the Client) the above-mentioned assignment specified in the attached Terms of Reference.
2. For administrative purposes (Name of responsible staff of Client) has been assigned to administer the assignment and to provide [Name of Consultant] with all relevant information needed to carry out the assignment. The services will be required in (Name of Project) for about _____ days/months, during the period from _____ to _____ .
3. The (Name of Client) may find it necessary to postpone or cancel the assignment and/or shorten or extend its duration. In such case, every effort will be made to give you, as early as possible, notice of any changes. In the event of termination, the (Name of Consultants) shall be paid for the services rendered for carrying out the assignment to the date of termination, and the [Name of Consultant] will provide the (Name of Client) with any reports or parts thereof, or any other information and documentation gathered under this Contract prior to the date of termination.
4. The services to be performed, the estimated time to be spent, and the reports to be submitted will be in accordance with the attached Description of Services.
5. This Contract, its meaning and interpretation and the relation between the parties shall be governed by the laws of Union of India
6. This Contract will become effective upon confirmation of this letter on behalf of (Name of Consultant) and will terminate on _____, or such other date as mutually agreed between the (Name of Client) and the (Name of Consultants).
7. Payments for the services will not exceed an total amount of Rs. _____.

The Client will pay the Consultant, within 30 days of receipt of invoice and approval as specified in the payment terms below:

8. The [Name of Consultants] will be responsible for appropriate insurance coverage. In this regard, the [Name of Consultants] shall maintain workers compensation, employment liability insurance for their staff on the assignment. The Consultants shall also maintain appropriate insurance coverage for third party liability and professional indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of the [Name of Consultants] or its staff. The [Name of Consultants] shall provide the (Name of Client) with certification thereof upon request.
9. The [Name of Consultants] shall indemnify and hold harmless the (Name of Client) against any and all claims, demands, and/or judgments of any nature brought against the (Name of Borrower) arising out of the services by the [Name of Consultants] under this Contract. The obligation under this paragraph shall survive the termination of this Contract.
10. The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
11. All final plans, drawings, specifications, designs, reports and other documents or software submitted by the [Name of Consultants] in the performance of the Services shall become and remain the [property of the Client].

The Consultants may retain a copy of such documents but shall not use them for purposes unrelated to this Contract without the prior written approval of the Client.

12. The Consultant undertake to carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment, and to ensure that the staff assigned to perform the services under this Contract, will conduct themselves in a manner consistent herewith.
13. The Consultant will not assign this Contract or sub-contract or any portion of it without the Client's prior written consent.
14. The [Name of Consultants] shall pay the taxes, duties fee, levies and other impositions levied under the Applicable law and the Client shall perform such duties, in regard to the deduction of such tax, as may be lawfully imposed.
15. The [Name of Consultants] also agree that all knowledge and information not within the public domain which may be acquired during the carrying out of this Contract, shall be, for all time and for all purpose, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, except with the (Name of Client) written permission.
16. The assignment may be deferred or foreclosed / terminated at any stage either in full or in part due to unavoidable circumstances / administrative reasons.
17. Conflict of Interests: The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests. Consultant Not to Benefit from Commissions, Discounts, etc.: The payment of the Consultant shall constitute the Consultant's only payment in connection with this Agreement, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that the Experts and agents of them, similarly shall not receive any such additional payment.
18. Consultant and Affiliates Not to Engage in Certain Activities: The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant and any entity affiliated with the Consultant and any entity affiliated, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
19. Prohibition of Conflicting Activities: The Consultant shall not engage, and shall cause its Experts not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Agreement.
20. Strict Duty to Disclose Conflicting Activities: The Consultant has an obligation and shall ensure that its Experts shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Agreement.
21. Confidentiality: Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

22 SETTLEMENT OF DISPUTES

- 1 Amicable Settlement: The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof through Additional Chief Secretary / CMD, TNUIFSL.
2. Miscellaneous. In any arbitration proceeding hereunder:
 - (a) Proceedings shall, unless otherwise agreed by the Parties, be held in

Chennai.

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

3. This Agreement may be terminated by either Party as per provisions set up below:

a. By the Client

The Client may terminate this Agreement in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

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

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

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

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

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

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

b. By the Consultant

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

(a) If the Client fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.

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

(c) If the Client fails to comply with any final decision reached as a result of arbitration.

(d) If the Client is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

c. Cessation of Services:

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

4. Force Majeure:

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

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

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

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

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

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

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

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

- (a) demobilize and, if required by the Client, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Agreement.

In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 19.

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

23. Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration & Conciliation Act 1996. The place of arbitration shall be at Chennai.

Place:

Date:

.....

(Signature of Authorized Representative
on behalf of Consultant)

.....

.....

(Signature & Name of the Client's Representative)

ATTACHMENT TO CONTRACT

Attachment A: Terms of Reference and Scope of Services

Attachment B: Consultants Personnel

Attachment C : Work Plan

Attachment D: Consultant's Reporting Obligations

Attachment E: Minutes of Negotiation

Attachment F: Letter of Award