



REQUEST FOR PROPOSAL (RFP)

for

CONSULTANCY ASSIGNMENTS

Firms

Lump sum - *QCBS*

(Price included as a Selection Factor)

Appointment of Consultant for providing Consultancy services for “Preparation of Feasibility Report and Detailed Project Report (DPR) for Three Wholesale Markets with modern amenities at Kattankolathur / Potheri village, Kuthambakkam village & Mathur village for CMDA”

**CHENNAI METROPOLITAN DEVELOPMENT AUTHORITY
NO. 1, GANDHI IRWIN ROAD,
THALAMUTHU NATARAJAN BUILDING,
EGMORE, CHENNAI – 600 008**

LETTER OF INVITATION

Dear Sirs,

Subject:Appointment of Consultant for providing Consultancy services for “Preparation of Feasibility Report and Detailed Project Report (DPR) for Three Wholesale Markets with modern amenities at Kattankolathur / Potheri village, Kuthambakkam village & Mathur village for CMDA”-reg.

1. You are hereby invited to submit pre-qualification, technical and financial proposals for providing consultancy services for “Preparation of Feasibility Report and Detailed Project Report (DPR) for Three Wholesale Markets at Kattankolathur / Potheri village, Kuthambakkam village & Mathur village for CMDA” to be taken up by the Member Secretary, CMDA, which could form the basis for future negotiations and ultimately a contract between your firm and the Member Secretary, CMDA, Egmore, Chennai – 600 008.
2. The purpose of this assignment is for providing consultancy services for “Preparation of Feasibility Report and Detailed Project Report (DPR) for Three Wholesale Markets at Kattankolathur / Potheri village, Kuthambakkam village & Mathur village for CMDA” as mentioned in the Terms of Reference (ToR).
- 2.1 Client means The Member Secretary, CMDA.
3. A firm will be selected under Quality and Cost Base Selection (QCBS) procedures described in this RFP and in accordance with the procurement guidelines of the TAMIL NADU TRANSPARENCY IN TENDERS ACT, 1998 and RULES 2000 as amended from time to time.
4. The following documents are enclosed to enable you to submit your proposal:
 - a) Terms of reference (TOR) (Annexure 1).
 - b) Pre-qualification Criteria (Annexure 2);
 - c) Supplementary information for firm, including a suggested format of curriculum vitae of key personnel (Annexure 3);
 - d) A Sample Draft Agreement of Contract for this assignment to be carried out by the Firm (Annexure 4); and
 - e) Bank Guarantee format (Annexure 5);
5. A pre-proposal conference open to all prospective firms will be held on **01.09.2020** @ 15.00hrs. in the **TNUIFSL, No. 19, T.P. Scheme Road, Raja Annamalai Puram, Chennai – 600 028**. The prospective firms will have an opportunity to obtain clarification regarding the scope of the work, terms of reference, contract conditions and any other pertinent information.

The Clarification/Amendments if any in the Pre – Proposal Conference will be published only in the Government Web site www.cmdachennai.gov.in, www.tenders.tn.gov.in, and www.tnuifsl.com.

*The Member Secretary or
Chief Planner (ADU) or his representative,
Chennai Metropolitan Development Authority (CMDA),
No. 1, Gandhi Irwin Road, Thalamuthu Natarajan Building,
Egmore, Chennai – 600 008,
Phone / Fax No: 28593696 / 28414855 Extn 547 Fax: 28548416,
Email: mscmda@vsnl.com*

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

6. The Submission of Proposals:

- 6.1 The proposals addressed to Managing Director, TNUIFSL shall be submitted in three parts, viz., Pre-qualification, Technical and Financial and should follow the form given in the "Supplementary Information for Firms."
- 6.2. The "Pre-qualification", "Technical" and "Financial" proposals must be submitted in three separate sealed envelopes (with respective marking in bold letters) following the formats/schedules given in the Pre-qualification for firms (Annexure-2), supplementary information for firms (Annexure-3). The first envelope marked "Pre-qualification criteria" in one separate cover, viz., Cover-1 must be sealed with sealing wax and initialed twice across the seal. This cover should contain the Earnest Money Deposit (EMD) of Rs. 1, 50,000/- (One lakh Fifty Thousand only) in the form of Demand Draft to be taken in the name of "The Member Secretary, CMDA, Egmore, Chennai – 600 008". The EMD of unsuccessful firms will be returned within 45 days of the date of completion of selection / tender process.
- 6.3 The second envelope, viz., Cover-2 marked "Technical proposal for the captioned project" must also be sealed and initialed twice across the seal and should contain information required in Annexure 3 viz., supplementary information for firms.
- 6.4 The first and second envelopes should not contain any cost information whatsoever. The third envelope viz., Cover-3 marked "Financial Proposal for the captioned project" must also be sealed and initialed twice across the seal and should contain the detailed price offer for the firm's services.

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

The sealed envelopes Cover 1, Cover 2 and Cover3 should again be placed in a separate sealed cover, which shall be clearly marked with the name of the assignment and received in the office of the **Tamil Nadu Urban Infrastructure Financial Services Limited (TNUIFSL), No. 19, T.P. Scheme Road, RajaAnnamalaiPuram, Chennai – 600 028, up to 15.00 hours on 28.09.2020.**

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

6.5 Opening of proposal

The proposals (first envelope (cover 1) containing pre-qualification criteria only) will be opened by the Member Secretary or Chief Planner (ADU) or his representative in TNUIFSL office at 15.30 hours on **28.09.2020**. It may please be noted that the second envelope containing the technical proposal will not be opened until pre-qualification criteria is evaluated, and detailed price offer will not be opened until technical evaluation has been completed and the result approved and notified to all firms.

7. Evaluation

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

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

7.2 *Pre-Qualification :*

Firms who have the following qualifications may submit the proposal along with necessary proof and EMD:

- i) Consultants who have completed at least three similar assignments in the last 5 years in India. The cost of each of the consultancy assignments shall not be less than 50 lakhs. (Details of assignment along with client certificate to be furnished)
- ii) Average annual turnover of Rs. 300 lakhs from consultancies. Audited financials shall be submitted as proof.
- iii) Covers without EMD will be treated as non-responsive and will be disqualified.

It should be noted that “details of assignment along with work order and / or completion certificate and or proof of completion from the client will only be considered for evaluation”.

For the purpose of clause 7.2 “Similar assignments” are defined as Preparation of DPR for Wholesale Markets, (e.g. Vegetables, Flower, Fish & Pulses) for an urban area.

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

7.4 Technical Proposal

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

- i) the quality of the methodology proposed (25 points); and
- ii) the qualifications of key staff proposed for the assignment (75 points).

S. No	Key Professionals	Marks
1	Team Leader	20
2	Deputy Team Leader	10
3	Architect	5
4	Geotechnical Engineer	5
5	Structural Engineer	5
6	Traffic & Transportation Engineer	5
7	Financial Specialist	10
8	Contract Specialist	5
9	Electrical Engineer	5
10	Mechanical Engineer	5
	Total	75

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

- i) General qualifications - (30 points)

- ii) Adequacy for the project (suitability to perform the duties for this assignment. These include education and training, length of experience on fields similar to those required as per terms of reference, type of positions held, time spent with the firm etc) - (70 points)

Quality and competence of the consulting service shall be considered as the paramount requirement. Technical proposals scoring not less than 75% of the total points will only be considered for financial evaluation. The price envelopes of others will not be considered and returned unopened after completing the selection process. The client shall notify the consultants, results of the technical evaluation and invite those who have secured the minimum qualifying mark for opening of the financial proposals indicating the date and time.

The Team Leader proposed shall be full time for this assignment only.

7.5 Financial Proposal

7.5.1 Opening:

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

7.5.2 Evaluation:

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

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

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

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

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

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

8. Negotiations

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

8.2 Negotiations will commence with a discussion of your technical proposal, the proposed methodology (work plan), costing, staffing and any suggestions you

may have made to improve the TORs. Agreement must then be reached on the final TORs, the staffing and staff months, logistics and reporting.

- 8.3 Changes agreed upon will then be reflected in the draft contract, using proposed unit rates (**after negotiation of the unit rates, including the man month rates, tax liability and all cost, etc).**
- 8.4 The negotiations will be concluded with a review of the draft form of Contract. The Client and the Firms will finalize the contract to conclude negotiations.
- 8.5 The Contract will be awarded after successful negotiations, with the selected Firm as per the Tamil Nadu Transparency in Tenders Act 1998 and Rules 2000 and as amended there on.

9. **Fraud and Corrupt Practices:** The Firm and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”). Notwithstanding anything to the contrary contained in this Agreement, the Client shall be entitled to terminate this Agreement forthwith by a communication in writing to the Firm, without being liable in any manner whatsoever to the Firm, if it determines that the Firm has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Client shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Client towards, interalia, 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 CMDA / TNUIFSL are not bound to select any of the firms submitting proposals. Further, as quality is the principal selection criterion, the CMDA / TNUIFSL does not bind itself in any way to select the firm offering the lowest price.
11. The selected firm shall not disclose any information / data to others without the written permission of the CMDA.
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 CMDA / TNUIFSL will make its best efforts to select a firm within this period.
13. Please note that the cost of preparing a proposal and of negotiating a contract including visits to CMDA / TNUIFSL, if any is not reimbursable as a direct cost of the assignment.
14. Assuming that the contract can be satisfactorily concluded in September / October, you will be expected to take-up / commence with the assignment in September / October 2020.
15. The successful bidder will be invited for signing agreement. The bidder is requested to furnish a performance security at the rate of 5% of the finalized agreement value in the form of Irrevocable Bank Guarantee from any one of the Nationalized Bank / scheduled bank in India taken in favour of the Member Secretary CMDA, Chennai valid for a period of **_6_ months** or till the successful completion of the assignment

and subject to extensions without any financial implications. The same will be released on successful completion of all the works satisfactorily. The validity of performance security will be extended according to the extension of contract period as per the agreement executed.

16. The Earnest Money Deposit of the successful Tenderer will be discharged when the Tenderer furnishes the required Performance Security and signs the Agreement.
17. The Earnest Money Deposit may be forfeited
 - a) If the bidder withdraws the tender after Tender opening during the period of validity of the tender.
 - b) If the bidder withdraws the Tender after the issue of letter of acceptance of his Tender.
 - c) In the case of a successful bidder, if the bidder fails within the specified time limit to:
 - i. furnish the required performance security or
 - ii. sign the Agreement
 - iii. accept the Letter of Intent
 - iv. if the bidder has furnished incorrect information on qualification and experience.
18. The fees shall be quoted in Indian Rupees only. Please note that the remuneration which you receive from the contract will be subject to normal tax liability in India. Kindly contact the concerned tax authorities for further information in this regard if required.
19. Any entity which has been barred by the Central Government, any State Government, a statutory Independent or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate (“Associate” means a firm have common controlling shareholders or other ownership interest as that of the Bidder).
20. Please note that mobilization advance will not be given to the Firm.
21. It is estimated that about _40_ man-months of services will be required for the study and generally you should base your financial proposal on this figure. However, you should feel free to submit the proposal on the basis of man-months considered necessary by you to undertake the assignment.
22. Joint Venture, Consortium, Association is not allowed.
23. All documents relating to the Bid and all communications in connection with the Bid shall be in English language. All the pages should be serially numbered and signed by the Firms.
24. Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration & Conciliation Act 1996. The place of arbitration shall be at Chennai.
25. CMDA reserves the right to postpone / cancel this RFP at any point of time without assigning any reason, whatsoever.

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

27. SETTLEMENT OF DISPUTES

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

27.2 Miscellaneous. In any arbitration proceeding hereunder:

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

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

a. By the Client

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

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension.
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings.
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the Consultant fails to confirm availability of Key Experts as required as per ToR. Furthermore, if the Client determines that the Consultant has engaged in Fraud and Corruption in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

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

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

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

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

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

c. Cessation of Services:

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

29. Force Majeure:

a. Definition

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

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

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

b. No Breach of Contract

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due

care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

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

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

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

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

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

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

In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 28.

Suspension

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

30. Any entity which has been barred by the Central Government, any State Government, a statutory Independent or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate (“Associate” means a firm have common controlling shareholders or other ownership interest as that of the Bidder).
31. The Bidders shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent

negotiations, visits to CMDA, will Project site etc. CMDA not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

32. Bidders are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, access to site, and availability of data with CMDA, Applicable Laws and regulations or any other matter considered relevant by them.
33. Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and the highest-ranking Bidder gets disqualified / rejected, then CMDA reserves the right to consider the next best Bidder or take any other measure as may be deemed fit in the sole discretion of CMDA, including annulment of the Selection Process.
34. The jurisdiction of court will be at Chennai.(Chennai city civil courts)
35. CMDA reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.
36. All final reports, plans, drawings, specifications, designs, reports, bid documents and other documents, design calculations, etc., submitted by the Consultants in the performance of the Services shall become and remain the property of the CMDA. The Consultants may retain a copy of such documents but shall not use them for any purposes without the prior written approval of the CMDA. The various reports and documents prepared as part of this assignment is not a public document and the reports / documents will always be the property of the CMDA.
37. Test of responsiveness:
 - i. Pre-qualification Proposal along with EMD – Cover – 1
(Signed and sealed copy of the RFP, Pre-proposal Minutes of the Meeting, Addendums issued, etc., shall be submitted as part of Cover 1, without any financials)
 - ii. Technical Proposal – Cover – 2
 - iii. Financial Proposal – Cover – 3
 - iv. All the pages of above proposals (addendums / corrigendum issued, if any) shall be duly sealed and signed by the bidders authorized representative as part of the Technical proposal – cover-2.

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

Yours faithfully,

-Sd/--- 24.08.2020

For Member Secretary,
Chennai Metropolitan Development Authority.

Enclosures:

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

Terms of Reference

Terms of Reference for “Preparation of Feasibility Reports and Detailed Project Reports (DPR’s) for Three Wholesale Markets with modern amenities at Kattankolathur / Potheri village, Kuthambakkam village & Mathur village for Chennai Metropolitan Development Authority (CMDA)”

1. Background:

Chennai is the 4th largest metropolitan city in India. Chennai is also known as the Detroit of Asia, due to the presence of the large automotive industry. Chennai Metropolis has been growing rapidly. CMDA has been implementing several projects as part of the strategy propagated in the various Master Plans for CMA. These projects include development of transport terminals, wholesale markets and other infrastructure projects.

Koyambedu is now the source market for vegetables and fruits for all retailers in the city and its suburbs. Koyambedu market is now overcrowded due to wholesale and retailing. The market was established about 25 years back. The facility that exists thereon is inadequate to meet the present requirements. Moreover, the public / traders visiting the market per day is exceeding 50,000 persons, resulting to choking of roads with traffic congestion and overcrowding in and around Koyambedu market area. Hence, due to which the necessity for establishing new wholesale markets was ideated by Chennai Metropolitan Development Authority (CMDA) at various locations.

As the Government have assigned the work of developing the new market complex to CMDA to decongest the already overcrowded existing Koyambedu Market by constructing additional wholesale markets at three different locations as detailed below:

1. Kattankolathur / Potheri village,
2. Kuthambakkam village
3. Mathur village

In this regard, CMDA intends to appoint a consultant for “Preparation of Feasibility Reports and Detailed Project Reports (DPRs) with Bid Document for establishing Wholesale Markets at above three different locations for CMDA”. Now CMDA has requested TNUIFSL to identify a consultancy firm for this study.

2. Objective:

The main objective of the assignment is for construction of modernized market considering the technical, financial, legal, regulatory, environmental and social aspects, in the area identified area. The consultants to.:

- a) Prepare a Feasibility Reports,
- b) Prepare Detailed Project Reports and
- c) Prepare tenderable Bid Documents under various Packages

3. Scope of the study:

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

3.1. Phase - I: Feasibility Study

3.1.1. Demand Assessment

- 1) To study the existing throughputs at Koyambedu and neighboring markets of Chennai and project the vegetables, fruits throughputs for a horizon period of 20-25 years, taking account for demographic factors.

- 2) To study the demand for support services, like, weighing, storage, sorting and grading etc.
- 3) To study demand for service associated with wholesale marketing of vegetables, flowers & fruits and has significant revenue generation potential for the future.
- 4) Work out detailed framework (options) for bankability and development of project and establish if Public Private mode or EPC mode, lease or sale or combined model, would be more profitable and efficient way.
- 5) Examine the suitability of sites proposed by the CMDA for the markets with respect to Technical (land, traffic, Development control norms), Financial, Social (acceptability to users and neighbours) and Environmental aspects. Suggest improvement/modifications as required to make the sites suitable for construction of the facilities.
- 6) The Feasibility Report shall be prepared as per the Tamil Nadu Infrastructure Board (TNIDB) and Tamil Nadu Tenders (TT Act) requirements. Value for Money (VFM) analysis has to be done as per TNIDB requirement.

3.1.2. Study of Auction Systems:

- 7) Study of contemporary auction systems in the Indian Markets and the world markets relevant to the proposed development which provides transparent bidding system and value-added information beneficial for the customers.
- 8) To do a comparative analysis of their success and shortcomings, specifically in Indian context and suggest best and alternate best system for the proposed wholesale markets.

3.1.3. Project Components and Concept Plan:

- 9) Based on the demand above, to configure the project components and estimate their sizes and capacities (e.g. Warehouses, Sort/grade area, weighing area, Auction bays/ office area, vehicle parking yard, cold storage facilities, display boards, water & sanitation facilities, garbage disposal facilities, storm

water drains, solar plant, other modern amenities, etc., with green concepts)

- 10) Appropriate traffic movement plan and logistic hub including connection with NH and a concept plan for roads, parking's, loading/ unloading. Seamless Traffic integration with the National Highway and with other connecting roads
- 11) Highlight of any major structural/ civil/ otherwise impediment in construction
- 12) Component wise broad project costing with necessary phasing.

3.1.4. Site Analysis and Assessment

- 13) Collection of relevant data from the concerned local bodies/departments regarding present and proposed planned development within the influence area of the site.
- 14) SWOT of site, constraints, and characteristics of surrounding development and assessment of attractiveness of the site especially in respect of proposed development and commercial potential, which shall inter-alia, include all factors that may have an impact on the development potential.
- 15) Study the requirements of overall accessibility including approach roads with regard to the proposed layout, optimum space requirements for various time horizons of the wholesale market in a Phased manner with other support infrastructure facilities such as cold storage, weigh bridge, communication centres, parking facilities, a non-conflict vehicle & pedestrian circulation plan for the proposed market and suggest methods to provide them along with their costs. The entrance and exit facilities for the vehicles with reference to the nearby main roads are to be suitably planned and provided.
- 16) Conduct project site survey which would include verification of site details submitted by the CMDA and conducting fresh survey to determine the extent that is absolutely required for the project.

- 17) The consultant is also required to conduct adequate topographic surveys, level survey as required and geo-technical surveys including borehole tests to arrive at design parameters for the safe bearing capacity and other parameters as per IS/IRC requirements.

3.1.5. Market Survey and Research

- 18) To assess the demand and supply characteristics of the development in the locality including Market/Demand Survey and research to assess existing/projected product demand and quantum of supply of various facilities proposed considering the existing wholesale market in Koyambedu and the other three proposed wholesale markets, individually and as well combinedly and or in combination.
- 19) Pricing and absorption capacity of various components envisaged for development at subject site
- 20) Getting feedback from players who are active in market about envisaged development mix and their marketability
- 21) To benchmark the subject project with other similar nature projects in India at least three and analyze its positioning in terms of product mix, facilities, pricing, sale models, financing model etc.
- 22) Likely Impact of other major projects in the vicinity.

3.1.6. Activity and Product Mix Derivation

- 23) Applicable development control regulations evolve finer typology mix under major project components e.g. built to suit, bare shell, furnished, plug and play, warm shell etc. and exploration for some functions as plotted development as well.
- 24) Deriving optimum developmental mix for the facility elaborating proposed ground coverage, configuration, floor wise areas/ quantum of various facilities/activities in consultation with local bodies, CMDA, DTCP, etc.

3.1.7. Financial Analysis, Structuring and Marketing Strategy

- 25) Broad estimation of construction cost of proposed (or existing) built-up area and projected lease rentals/returns on various type of facilities/commercial spaces proposed (e.g. wholesale marketing areas, , restaurants, night shelters with wash rooms, ideal parking area, etc.) on the basis of recent transactions/prevailing market trend and rates in that particular locality.
- 26) To suggest phasing for proposed development mix with optimum land requirement, depending on market absorption capacity. As well as enable optimum returns.
- 27) To arrive at most optimum development mix by identifying site-specific alternative uses and evaluating them as per investment, expected returns, IRR, risks and Prioritization etc. Consultant may also explore and suggest the options for enhancement of revenue potential, along with legal/financial implications of the same and incorporate them as part of his report.
- 28) To undertake a detailed financial analysis with appropriate methods for arriving at the profitability parameters, for example:
 - a) NPV analysis
 - b) Internal Rate of Return (IRR)
 - c) Return of Investment (ROI)
 - d) Payback Period etc
- 29) To suggest most appropriate option of financing and development, in consultation with DSIIDC and DAMB, after examining & evaluating various alternatives viz; equity/debt financing including debt equity ratio/options for raising funds /security options to fund arrangers/self-financing/rotation; etc.
- 30) To analyse and suggest the strategy for marketing and disposal options like short lease, long lease, license, development rights, of various project elements like built up areas and support infrastructure facilities and phasing options

3.1.8. Impact of Marketing Phasing on Construction & Infrastructure Development Phasing

- 31) Based on absorption capacity of product the proposal for Construction, Infrastructure Development & Transportation Phasing, various models for enabling infrastructure development & common areas, with minimum expenditure and maximizing returns.
- 32) To prepare necessary (atleast three) 2D and 3D concepts and views for the various options suggested
- 33) Operation & maintenance models vs level of utility, type of facility selection

3.1.9. Final Feasibility Report

- 34) Separate Final Feasibility Reports shall be submitted for each project location consisting of all the above, with detailed concept plan (atleast 3) with necessary 2D & 3D views (consisting of plan, elevations, etc.), block cost estimate for each of the concept, etc., complete on as required basis.
- 35) The Final Feasibility Reports must consist the Feasibility & Suitability for constructing modern wholesale markets consisting of Technical Feasibility, Financial viability, Environmental issues, Social issues, Legal & Regulatory issues, Land Classification issues, Other issues, if any.
- 36) Phasing Plan for each of the options.

3.2. Phase - II: Detailed Project Report (DPR)

- 1) To conduct necessary site surveys, field investigations, etc., as per relevant IS / IRC guidelines.

- 2) To prepare Conceptual & detailed plan, detailed designs, architectural plans, structural designs and Detailed Drawings with good for construction drawings for the project area
- 3) Conceptual plans and detailed drawings – The plans and detailed drawings shall incorporate all of the design information into a cohesive and aesthetic vision.
- 4) Market shall be designed with adequate Walkways, drains, shelters, causeways, fencing, access ramps / steps, crossings, parking, solar plants, lighting, firefighting facilities, rest room, display systems, cold storage facilities, water & sanitation, storm water drains, facilities for disposal of liquid waste & solid waste, recycling, horticulture, greeneries, plantation, traffic & walkers circulation area, entrance arches, design of approach roads, other green concepts with required modern amenities and infrastructure facilities, etc., as required basis. The proposed market should be accessible during all weather condition with necessary drainage arrangements.
- 5) The proposed wholesale markets shall be provided with all modern amenities, facilities & infrastructure and should be designed elegantly reflecting the culture with necessary architectural designs, on as required basis, etc., complete.
- 6) Visitors' movement Plan –. The plan will indicate the parking facilities required as well as giving an overview of the visitors movement within the market itself along with necessary traffic circulation plan, parking slots, etc.
- 7) Design for self- sustainability – Maintenance of the market will require planning an ongoing source of funds to pay for maintenance of assets, cleaning staff etc.
- 8) Operations & maintenance plan – The consultants shall prepare an O&M protocol / maintenance management plan for the routine maintenance and also suggest institutional structures for such maintenance.

- 9) Necessary 2D and 3D drawings, plans, perspectives, etc., shall be prepared and presented for the finalised option as part of the feasibility report, as required.
- 10) Based on the study of the techno-economic feasibility of construction of Markets in the identified locations, identify any social and R&R and environmental issues in the project.
- 11) To study Environmental and Social impacts arising as per ESMF guidelines.
- 12) Design the structural elements as per relevant IS/IRC with detailed design, estimates and drawings including economic analysis.
- 13) To prepare bid documents with necessary packaging, good for construction drawings and tender schedules, specifications, etc., complete.
- 14) A three-minute walkthrough' shall be made for the final approved plan for each of the location as part of the final DPR

3.2.1 The consultant responsibility would include:

3.2.1.1 Data

The details given in the technical conditions and specifications taken in conjunction with the study should be reasonable. The nature of the overall contract is such that after the proposal, the consultant shall be wholly responsible for all the details of the proposal, the physical and site conditions, the execution methodology etc. All data utilized in preparation of the proposal shall be presented indicating the sources of the data and also on the basis of assumptions, if any. The consultant shall be responsible for all the data or designs and drawings given by them.

3.2.1.2 Project Site Survey and Analysis

The consultant shall conduct his own studies and prepare estimates based on schedule of rates specified by Government but updated to reflect actual market conditions. The Tamil Nadu Urban Infrastructure Financial Services Limited as well as the CMDA concerned shall not be responsible (except as to risks

specifically accepted under the conditions of contract) for the validity of the project detailed designs and estimates. The consultant shall be fully responsible for the same.

3.2.1.3 Survey

The Project sites and their measurements shall be indicated by the CMDA. The consultant shall be responsible for its field validation and necessary verification.

3.2.1.4 Soil Investigation and Tests

Geotechnical investigation including bore holes with SPT 'N' values, collection of samples and suitable tests as per relevant I.S. Standards have to be done by consultants to arrive at design parameters for the formation and safe bearing capacity.

3.2.1.5 Stakeholders:

Identify the various groups who have an interest or a stake in the project. Stakeholders are those who are likely to be affected by a project, as well as those that may influence the project's outcomes. In addition to the beneficiaries of the project and other groups directly affected by it, stakeholders may include organized groups from the public and private sectors as well as civil society who have an interest in the project. Based on the findings of the stakeholder analysis, the Consultant will undertake a comprehensive consultation and participation process in the project area. This will include specific consultation with intended project beneficiaries and likely affected social groups on the proposed project objectives, components and implementation arrangements.

Participation: Examine opportunities and conditions for participation by stakeholders – particularly the excluded groups and women – in the project (e.g. implementation and/or monitoring; influencing decision-making; holding public

institutions accountable for the services they are bound to provide; access to project benefits and opportunities; etc.).

Consultations shall be preceded by a systematic stakeholder analysis, which would (a) identify the individual or stakeholder groups relevant to the project and to environmental issues, (b) include expert opinion and inputs, (c) determine the nature and scope of consultation with each type of stakeholders, and (d) determine the tools to be used in contacting and consulting each type of stakeholders. A systematic consultation plan with attendant schedules will be prepared for subsequent stages of project preparation as well as implementation and operation, as required. Where community consensus is required in respect of proposed mitigation measures for impacts on community assets including water bodies, places of worships etc., specific plan for modification/relocation etc have to be disclosed and consensus obtained.

4. Site Details:

S. No	Location	Area details (in acres) *
1	Kattankolathur / Potheri village	19
2	Kuthambakkam village	80
3	Mathur village	30

* Site plan enclosed as Annex I, Annex II & Annex III.

5. Data services and facilities to be provided by the client(as available basis)

The land details, sketch / maps and data relating to this work available in the office of CMDA will be provided to the Consultant. The Consultants can access all basic information from the CMDA website www.cmdachennai.gov.in. The available data in the available format shall be provided by the client to the consultants.

6. Timelines and deliverables:

The time of completion of the assignment is 5 months.

(Phase – I – 2 months &Phase – II – 3 months)

Location 1 (Kattankolathur / Potheri village):

S. No	Stage	Deliverable	Timeline	Payment schedule
Phase - I				
1.	Submission and approval of Inception Report	An overview of the project, along with a plan of action on how the consultant is proposing to execute the project with clear timelines and milestones. Collection, reviews based on secondary data from various stakeholders. This shall consist of an appreciation of the existing situation, and the proposed methodology, PPP options and its suitability.	Within two weeks from the date of issue of LOA.	5% of the contract
2	Submission and approval of Draft Feasibility Report	Draft Feasibility Report covering feasibility, details of traffic and site surveys, suitability for development, alternatives, various options, details of facilities & amenities proposed, compliances to various guidelines, concepts with block cost estimates along with 2D and 3Ds.	Within two weeks from the date of approval of Inception Report.	10% of the contract
3	Submission of Dissemination / Stakeholders consultation Report	As per ToR (Parallel activity)	Within two weeks from approval of Draft Feasibility Report	5% of the contract amount

S. No	Stage	Deliverable	Timeline	Payment schedule
4	Submission and approval of Interim Report / Final Feasibility Report	This report shall cover all the tasks for Phase I and shall present alternative plans mentioned in task to the committee and incorporating public stakeholder comments and suggestions.	Within four weeks from approval of Draft Feasibility Report.	15% of the contract amount
Phase - II				
5	Submission and approval of Draft Final Report with draft Bid Document Report	This report shall cover the task of Phase II and shall furnish detailed architectural working drawings, specifications for materials and works, detailed cost estimates and Bill of Quantities for the preferred alternative with draft Bid Documents., etc., complete.	Within six weeks from approval of interim report	30% of the contract amount
6	Submission and approval of Final Report with Final Bid Document Report	Report covering all the above deliverables and incorporating the suggestions made by CMDA with Final Bid Documents consisting of all the above.	Within six weeks from approval of draft final report	35% of the contact amount

Location II (Kuthambakkam village):

S. No	Stage	Deliverable	Timeline	Payment schedule
Phase - I				
1.	Submission and approval of Inception Report	An overview of the project, along with a plan of action on how the consultant is proposing to execute the project with clear timelines and milestones. Collection, reviews based on secondary data from various stakeholders. This shall consist of an appreciation of the existing situation, and the proposed methodology, PPP	Within two weeks from the date of issue of LOA.	5% of the contract

S. No	Stage	Deliverable	Timeline	Payment schedule
		options and its suitability.		
2	Submission and approval of Draft Feasibility Report	Draft Feasibility Report covering feasibility, details of traffic and site surveys, suitability for development, alternatives, various options, details of facilities & amenities proposed, compliances to various guidelines, concepts with block cost estimates along with 2D and 3Ds.	Within two weeks from the date of approval of Inception Report.	10% of the contract
3	Submission of Dissemination / Stakeholders consultation Report	As per ToR (Parallel activity)	Within two weeks from approval of Draft Feasibility Report	5% of the contract amount
4	Submission and approval of Interim Report / Final Feasibility Report	This report shall cover all the tasks for Phase I and shall present alternative plans mentioned in task to the committee and incorporating public stakeholder comments and suggestions.	Within four weeks from approval of Draft Feasibility Report.	15% of the contract amount
Phase - II				
5	Submission and approval of Draft Final Report with draft Bid Document Report	This report shall cover the task of Phase II and shall furnish detailed architectural working drawings, specifications for materials and works, detailed cost estimates and Bill of Quantities for the preferred alternative with draft Bid Documents., etc., complete.	Within six weeks from approval of interim report	30% of the contract amount
6	Submission and approval of Final Report	Report covering all the above deliverables and incorporating the suggestions made by CMDA	Within six weeks from approval of	35% of the contact amount

S. No	Stage	Deliverable	Timeline	Payment schedule
	with Final Bid Document Report	with Final Bid Documents consisting of all the above.	draft final report	

Location III (Mathur village):

S. No	Stage	Deliverable	Timeline	Payment schedule
Phase - I				
1.	Submission and approval of Inception Report	An overview of the project, along with a plan of action on how the consultant is proposing to execute the project with clear timelines and milestones. Collection, reviews based on secondary data from various stakeholders. This shall consist of an appreciation of the existing situation, and the proposed methodology, PPP options and its suitability.	Within two weeks from the date of issue of LOA.	5% of the contract
2	Submission and approval of Draft Feasibility Report	Draft Feasibility Report covering feasibility, details of traffic and site surveys, suitability for development, alternatives, various options, details of facilities & amenities proposed, compliances to various guidelines, concepts with block cost estimates along with 2D and 3Ds.	Within two weeks from the date of approval of Inception Report.	10% of the contract
3	Submission of Dissemination / Stakeholders consultation Report	As per ToR (Parallel activity)	Within two weeks from approval of Draft Feasibility Report	5% of the contract amount
4	Submission and approval of Interim Report /	This report shall cover all the tasks for Phase I and shall present alternative plans	Within four weeks from approval of	15% of the contract amount

S. No	Stage	Deliverable	Timeline	Payment schedule
	Final Feasibility Report	mentioned in task to the committee and incorporating public stakeholder comments and suggestions.	Draft Feasibility Report.	
Phase - II				
5	Submission and approval of Draft Final Report with draft Bid Document Report	This report shall cover the task of Phase II and shall furnish detailed architectural working drawings, specifications for materials and works, detailed cost estimates and Bill of Quantities for the preferred alternative with draft Bid Documents., etc., complete.	Within six weeks from approval of interim report	30% of the contract amount
6	Submission and approval of Final Report with Final Bid Document Report	Report covering all the above deliverables and incorporating the suggestions made by CMDA with Final Bid Documents consisting of all the above.	Within six weeks from approval of draft final report	35% of the contact amount

The consultants have to make necessary presentations and shall be available for discussions with necessary key personnel, before the Department / Government during various stages of the study as and when required, apart from the review committee reviews.

The consultant has to submit 9 copies for each of the deliverables (separate reports for each locations) and submit hard and soft copy of all reports and Auto CAD drawings. The hard copies shall be printed in duplex mode wherever possible. All the designs, data and editable version of the reports shall be submitted in the soft copies. The Final Report (Approved version) shall be submitted in hard bound 10 copies (separate reports for each locations) with soft copy (both Editable & non

editable and all drawings, etc) in Pen Drive. The report layout and arrangement of chapters shall be shared with the client to prior to submission of the reports.

The consultants shall make necessary presentation to GoI, GoTN, various Departments, and Authorities with their key staff during the various stages of the study on as required basis.

7. List of Key Professionals:

S. No.	Key Professional	Experience	Man Months proposed
1	Team Leader	Master's Degree in Urban Planning with about 20 years' experience in similar assignments.	5
2	Deputy Team Leader	Master's Degree in Civil Engineering / Environmental Engineering with about 15 years' experience in similar assignments.	5
3	Architect	A graduate in Architecture with about 10 years' experience in preparation of layouts for bus terminals or commercial complexes or modern markets with support services.	4
4	Geotechnical Engineer	A Postgraduate in Civil Engineering with about 10 years' experience in similar assignments.	3
5	Structural Engineer	A Postgraduate in Structural Engineering with about 10 years' experience in design of RCC structures and similar Structures.	4
6	Traffic & Transportation Engineer	Master's Degree in Traffic and Transportation Engineering with about 15 years' experience in similar assignments.	3
7	Financial Specialist	Chartered Accountant or MBA finance with minimum 8 years' experience with adequate exposure to financial, costing, cost benefit analysis and economic analysis for various urban infrastructure facilities / Projects.	3
8	Contract Specialist	A graduate in Civil Engineering with minimum 10 years' experience in preparation of similar contracts	5

S. No.	Key Professional	Experience	Man Months proposed
9	Electrical Engineer	A graduate in Electrical Engineering with minimum 10 years' experience in preparation of similar contracts	4
10	Mechanical Engineer	A graduate in Mechanical Engineering with minimum 10 years' experience in preparation of similar contracts	4
	Total		40

- a) Stage wise payment will be made, based on stage wise output and on submission and acceptance of the stage wise report by the Review Committee, for each of the market location.
- b) Stage wise separate Reports and Tenderable Bid documents under various packages shall be submitted for each of the location

The consultants shall include necessary support staff for fulfilling the requirements of this project.

- 1) Copy of the degree certificate / educational qualifications has to be enclosed with the C.V
- 2) The above team should be supported by adequate support staff/experts / specialists in the field of environmental, architects, geotechnical, structural, electrical, mechanical landscaping, , financial experts, economic experts, surveyors and other experts / specialists etc., on as required basis with adequate experience to ensure that the objectives of the project are achieved within the timelines. The proposed team leader shall be assigned full-time for this project and shall not be associated with any other full-time ongoing assignment with any other client. The Team Leader shall be full time professional to be stationed in Chennai till the completion of Study.

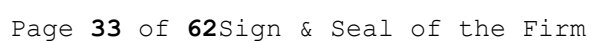
- 3) Field survey staff: Sufficient field survey staff to be allocated for the survey of road network and other details.
- 4) A site plan showing the layout is attached with this ToR for Bidder's reference only.

8. Review of Reports:

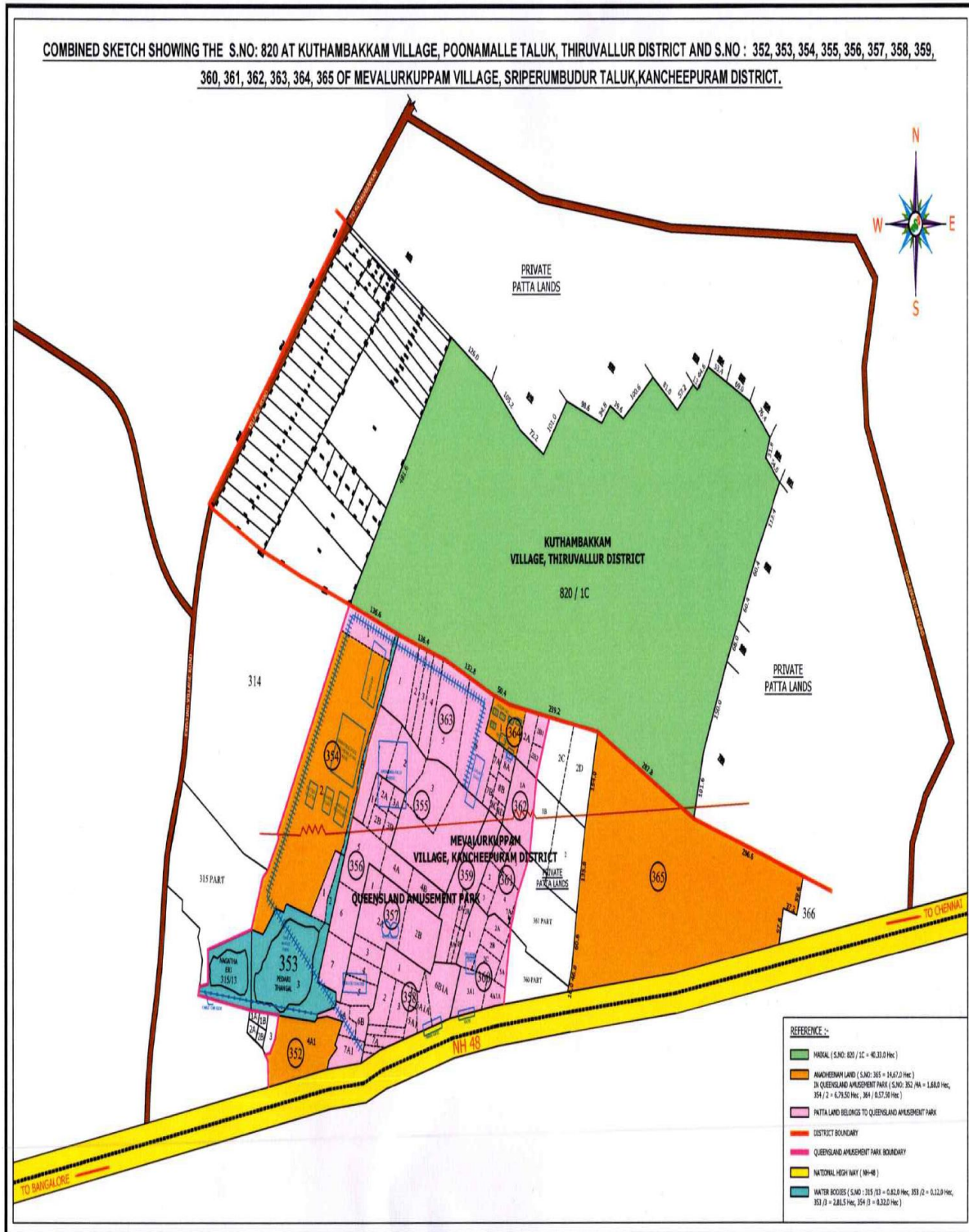
The review committee will review the progress of the work. The decision / suggestion carried out will be reviewed in the meetings of the Committee. The comments or views on the various reports should be given to the consultant within 15 days of submission.

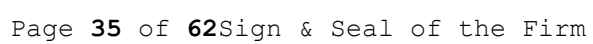
9. Review Committee:

- 1) MS, CMDA
- 2) CEO, CMDA
- 3) Representative from MTC
- 4) Representative from Traffic Police
- 5) Chief Planner, (APU), CMDA
- 6) Chief Planner, (ADU), CMDA
- 7) DFA, CMDA
- 8) Superintending Engineer – CW, CMDA
- 9) Representatives from the respective District Collectorates
- 10) Any other experts desired by CMDA



Study Area Location Map
Location – 2 – Kuthambakkam village





PRE - QUALIFICATION COVER - 1

COVER LETTER
(On the letter head of Bidder)

Date:

To

The Member Secretary,

CMDA

No. 1, Gandhi Irwin Road, Thalamuthu Natarajan Building,

Egmore, Chennai – 600 008

Subject: Appointment of consultant for preparation of
.....

Dear Sir / Madam,

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

1. The pre-qualification, technical and financial proposals are unconditional.
2. All information provided in the proposal and in the Appendices / Annexures is true and correct and all documents accompanying such proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I/ We shall make available to CMDA any additional information it may find necessary or required to supplement or authenticate the proposal.
5. I/ We acknowledge the right of CMDA to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public Independent nor have had any contract terminated for breach on our part.
7. I/ We declare that:
 - a. I/ We have examined and have no reservations to the RFP Document, including any Addendum issued by CMDA / TNUIFSL.
 - b. I/ We do not have any conflict of interest in accordance with Clauses as per the RFP document.

- c. I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender issued by or any agreement entered into with CMDA or any other public-sector enterprise or any government, Central or State;
 - d. I / We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I /We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Bidders in accordance with the RFP document.
 9. I /We believe that we satisfy the Conditions of Eligibility and meet the requirements as specified in the RFP document and are qualified to submit proposal in accordance with the provisions of the RFP document.
 10. I /We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory Independent which could cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
 11. I /We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
 12. I /We further certify that no investigation by a regulatory Independent is pending either against us or against our Associates or against our MD / CEO or any of our Directors/ Managers/employees.
 13. I /We undertake that in case due to any change in facts or circumstances during the Selection Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate CMDA of the same immediately.
 14. I /We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by CMDA in connection with the selection of Consultant or in connection with the Selection Process itself, in respect of the above mentioned Project.
 15. The EMD (Bid Security)of Rs.____,000/- (Rupees _____ only) in the form of demand draft, in accordance with the RFP document.
 16. I /We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.

17. I /We agree to keep this offer valid for 90 days from the proposal Due Date specified in the RFP.
18. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith.
19. I /We certify that we shall have no claim, right or title arising out of any documents or information provided to us by CMDA / TNUIFSL or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
20. I /We, _____ (Bidder's name) herewith enclose the Financial Proposal as per Annexure for selection of my/our firm as Consultant.
21. I /We agree and undertake to abide by all the terms and conditions of the RFP document.
22. In witness thereof, we submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

(Signature, name and designation of the of the Authorised signatory)

(Name and stamp of Bidder)

PRE - QUALIFICATION CRITERIA FOR FIRMS

- 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. Attach Client certificate for completion of project
1. Date of commencement
 2. Date of completion
 3. Client certificate attached Yes / No
- V. Annual Turnover of the firm

S. No.	Financial Year	Amount in Rs.
1	2017-18	
2	2018-19	
3	2019-20	
	Average	

Balance Sheet and P&L A/c statement for the three financial years (2017-18, 2018-19& 2019-20) duly certified by a Chartered Accountant shall be attached.

VI. Contact Person / Details:

Name :

Phone No :

email id :

Mob No :

Details of Bidder

(To be submitted on Letterhead of Bidder)

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

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

Financial Qualification of Bidder

S. No	Financial Year	Annual Turnover (Rs. In lakh) From Consultancy Business
1	2017-18	
2	2018-19	
3	2019-20	

Statutory Auditor (Seal & Signature)

Name of Audit Firm:

Name of Partner:

Membership No.:

Firm Registration No.:

Contact No:

Address:

Note:

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

Annexure – 2 - E

Pre-qualification Experience of Bidder

Pre-qualification as defined in Clause 7.2. (i) Similar Project in last 5 years

S No	Name of the 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.	Remarks if any
Completed							
1							
2							
3							
4							
5							
Ongoing							
1							
2							
3							
4							

Seal / Name & Signature of Authorised Signatory

SUPPLEMENTARY INFORMATION FOR FIRMS

Proposals

(1) Proposals should include the following information:

(a) **Technical Proposal**

- (i) A description of the manner in which consultants would plan to execute the work. Work plan time schedule in Form F-2 and approach or methodology proposed for carrying out the required work.
- (ii) The composition of the team of personnel which the consultant would propose to provide and the tasks which would be assigned to each team member in Form F-4.
- (iii) Curriculum Vitae of the individual key staff members to be assigned to the work and of the team leader who would be responsible for supervision of the team. The curriculum vitae should follow the attached Format (F-5) duly signed by the concerned personnel.

(b) **Financial Proposals**

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

(2) **Two copies of proposals should be submitted to TNUIFSL (With Soft copy in CD)
TNUIFSL, T.P. Scheme Road, Raja Annamalai Puram, Chennai – 600 028**

(3) **Contract Negotiations**

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

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

(5) Nomination of Experts

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

(6) Terms of Payment

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

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

(7) Review of reports

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

FORM F-1

From

To

The Member Secretary
CMDA
Egmore,
Chennai – 600 008.

Sir:

Consulting services for _____ of _____ Regarding

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

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

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

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

Yours faithfully,

(Authorized Representative)

Signature : _____

Full name : _____

and address : _____

FORM F-2

ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST 5 YEARS

1. Brief Description of the Firm:
2. Outline of recent experience on assignments of similar nature:

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

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

FORM F-3

WORK PLAN TIME SCHEDULE

A. Field Investigation

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

B. Compilation and submission of reports

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

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

D. Supervision and Quality Control Measures

FORM NO.F-4

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

1. Key / Technical / Managerial Staff

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

2. Support Staff

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

FORM F-5

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

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Languages:

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

Certification:

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

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

Full name of staff member: _____

Full name of the authorized representative: _____

FINANCIAL PROPOSAL COVER - 3

FORM NO. F-6

SCHEDULE OF PRICE BID

(On the letter head of Bidder)

Sub: Appointment of Consultant for

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

Particulars	Amount in Rupees		
	Location - 1	Location - 2	Location - 3
Cost of the Financial Proposal			
(1) Remuneration			
(2) Out of packet & Other Expenses			
<u>Total Base Cost of the Financial Proposal: A</u>			
<u>GST % : B</u>			
<u>Total (A+B)</u>			
<u>Grand Total</u>		RS. _____/-	

(Rupees in Words)

Note:

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

Signature
Seal of Firm
(Authorized representative)

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

Remuneration of Staff

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

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

Sub-Total (Staff) _____

Out-of-Pocket Expenses:

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

b) Air fare: _____

c) Lump Sum Miscellaneous Expenses: _____

Sub-Total (Out-of-Pocket) _____

Other Expenses:

1. Local conveyance cost
2. Printing cost
3. Stakeholders meeting expenses
4. Survey cost
5. Charges if any (Provide details)
6. Other cost if any (elaborate)

Total Other Expenses _____

TOTAL COST ESTIMATE _____

FORM F-7

WORK PROGRAM AND TIME SCHEDULE

(To be attached with Technical proposal - cover -2)

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

Total

Reports Due/Activities and Duration

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

Field Full Time	_____
Reports Due	_____
Activities Duration	_____

Part Time _____

Consulting Services

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

To be executed in Rs. 100/- Stamp Paper

Subject: (Name of Assignment)

(Name of Firm)

PAN :

GST Registration No:

This AGREEMENT ("Agreement") is executed at Chennai on this ___ day of2020 by and between CMDA ('Client') (hereinafter will be referred as CMDA) having their office at Chennai – 600 008, and M/s., ('Firm') (hereinafter will be referred as Firms) having their Office located at

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

7. Payments for the services will not exceed a total amount of Rs. _____.

The (Name of Client) will pay (Name of Firm), within 15 days of receipt of invoice after approval of the report, which is as follows:

Amount	Currency
--------	----------

As per TOR

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

8. The [Name of Firms] will be responsible for appropriate insurance coverage. In this regard, the [Name of Firms] shall maintain workers compensation, employment liability insurance for their staff on the assignment. The Firms shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of the [Name of Firms] or its staff. The [Name of Firms] shall provide the (Name of Client) with certification thereof upon request. The risks and the coverage shall be as follows:

(a) Third Party liability insurance with a minimum coverage of Value of assignment [cost of assignment quoted by the firm];

(b) Professional liability insurance, with a minimum coverage of Value of assignment [cost of assignment quoted by the firm];

(c) employer's liability and workers' compensation insurance in respect of the Personnel of the Firm and of any Sub-Firms, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;

9. The [Name of Firms] shall indemnify and hold harmless the (Name of Client) against any and all claims,.....demands, and/or judgments of any nature brought against the (Name of Client) arising out of the services by the [Name of Firms] under this Contract. The obligation under this paragraph shall survive the termination of this Contract.

10. The Firm agrees that, during the term of this Contract and after its termination, the Firm and any entity affiliated with the Firm, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

11. The Firm shall furnish a Bank Guarantee amounting to 5% of the negotiated firm's value inclusive of all taxes, duties, levies in the form specified at the end of the RFP, within 21 days from the date of issue of LoI. The format is enclosed in Annexure-5.

12. The Client shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Firm in the event of breach of the work assigned in the ToR or the finalized Agreement.
13. All final reports, plans, drawings, specifications, designs, reports, bid documents and other documents, design calculations, etc., submitted by the Consultants in the performance of the Services shall become and remain the property of the CMDA. The Consultants may retain a copy of such documents but shall not use them for any purposes without the prior written approval of the CMDA. The various reports and documents prepared as part of this assignment is not a public document and the reports / documents will always be the property of the CMDA.
14. The Firm undertake to carry out the assignment in accordance with the highest standard of professional and .ethical competence and integrity, having due regard to the nature and purpose of the assignment, and to ensurethat the staff assigned to perform the services under this Contract, will conduct themselves in a manner consistent herewith.
15. The Firm will not assign this Contract or sub-contract or any portion of it without the Client's prior written Consent.
16. The [Name of Firms] shall pay the taxes, duties fee, levies and other impositions levied under the Applicable law and the Client shall perform such duties, in regard to the deduction of such tax, as may be lawfully imposed.
17. The [Name of Firms] also agree that all knowledge and information not within the public domain which may be acquired during the carrying out of this Contract, shall be, for all time and for all purpose, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, except with the (Name of Client) written permission.

18. SETTLEMENT OF DISPUTES

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

18.2. Miscellaneous. In any arbitration proceeding hereunder:

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

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

a. By the Client

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

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension.
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings.
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the Consultant fails to confirm availability of Key Experts as required as per ToR. Furthermore, if the Client determines that the Consultant has engaged in Fraud and Corruption in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

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

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

c. Cessation of Services:

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

20. Force Majeure:

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

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

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

- b. No Breach of Contract: The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
- c. Measures to be Taken: A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

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

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

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

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

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

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

21. 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.

22. The jurisdiction of court will be at Chennai.

Place:		(Signature of Authorized Representative on behalf
Date:	-----	of Firm)

	-----	(Signature & Name of the Client's Representative)

Bank Guarantee for Performance Security

To

The Member Secretary
Chennai Metropolitan Development Authority (CMDA)
Egmore
Chennai – 600 008

1. In consideration of CMDA acting on behalf of the Government of Tamil Nadu (hereinafter referred as the “Client”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s, having its office at (hereinafter referred as the “Firm” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Client’s Agreement no. dated valued at Rs. (Rupees), (hereinafter referred to as the “Agreement”) Consulting Services forand the Firm having agreed to furnish a Bank Guarantee amounting to Rs. (Rupees) to the Client for performance of the above work as per the Letter of Intent dated We, (hereinafter referred to as the “Bank”) at the request of the Firm do hereby undertake to pay to the Client an amount not exceeding Rs. (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Client by reason of any breach by the said Firm of any of the terms or conditions contained in the said Agreement. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Client stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Client by reason of breach by the said Firm of any of the terms or conditions contained in the said Agreement or by reason of the Firm’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees).

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

3. We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Client under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Client certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Firm and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

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

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

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

For

Name of Bank:

Seal of the Bank:

Dated, the day of, 2020

LIST OF ANNEXES

Annex 1: Terms of Reference and Scope of Services

Annex 2: Firms Personnel

Annex 3: Firm's Reporting Obligations

Annex 4: Breakdown of Contract price

Annex 5: Performance Guarantee