

Request for Proposal (RFP)

For

SELECTION OF INDEPENDENT CONSULTANT

FOR

[NAME OF THE PROJECT]

[RfP Ref.No.:]

[Name of Department]

[Greater Chennai Corporation]

[NAME OF DEPARTMENT]**GREATER CHENNAI CORPORATION****e – Tender Notice**

Tenders are invited for the following work in Two Cover system as per details furnished below. The Bidders shall submit separate Bids for each of the following work/works mentioned below:

Sl. No	Tender Ref No.	Name of Work	Approx. value of work* (Rs.in Lakhs)	Bid Security (EMD)(Rs.)	Last Date & Time of Submission
1.					

1. Bid document will be available in website <https://tntenders.gov.in> till <<insert date and time>> for online bidding. The Bidders must possess Digital Signature Certificate- Class 3 for submission of Bids through online in the above website.
2. Pre-Bid meeting date and Time: <<insert date and time>>
3. Both Technical & Financial Parts of Bids must be submitted online on or before <<insert date and time>>. **Bids received** online, Technical part of the bids shall be opened at <<insert date and time>> in the office of << **Head of Department**>>, Greater Chennai Corporation in the presence of the Bidders who wish to participate in the tender, the financial part shall remain unopened in the E-procurement system until the second bid opening for financial part. If the date of opening happens to be a holiday, the Bids will be opened on the next working day at the same time and venue. Any bid or modification to bid (including discount) received outside the E-procurement system will not be considered.
4. The EMD amount of Rs. <<insert amount>>/- shall be furnished only through online net banking transaction at the time of submission of Bids on the website <https://tntenders.gov.in> and hard copy of the transaction is not required to be submitted in the office of the Tender Inviting Authority. The Price bid shall be submitted in online bidding.
5. Subsequent corrigendum/addendum if any shall only be available in website indicated above. The bidders would be responsible for ensuring that any corrigendum/addendum available on the website is also downloaded and incorporated.
6. The authority reserves the right to cancel any or all Bids without assigning any reasons.

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1. Data Sheet

1.	Tender Inviting and Tender Accepting Authority	<i>[Head of the Department]</i> GREATER CHENNAI CORPORATION, CHENNAI
2.	Name of the work	<i>[Insert title of works]</i>
3.	RfP Reference no.	<i>[Insert Tender Reference No.]</i>
4.	Pre-bid meeting date and time	<i>[Insert Time] & [Insert day/Month/Year]</i>
5.	Bid document will be available in web site https://tntenders.gov.in	<i>[Insert day/Month/Year]</i> up to <i>[Insert Time]</i> for online bidding.
6.	Contact information for requesting clarification	<i>[Head of the Department]</i> GREATER CHENNAI CORPORATION, CHENNAI PHONE: E – MAIL:
7.	Bid Response Proposal Submission Details	<i>[Insert day/Month/Year]</i> up to <i>[Insert Time]</i> The bids must be submitted online (https://tntenders.nic.in). The bidders must possess Digital Signature Certificate and submission of bids through online in the above website. Bidders will not be able to submit the bid on the e-portal beyond the due date and time
8.	Earnest Money Deposit	The EMD amount of Rs. <i>[Insert Amount]</i> shall be furnished only through online net banking transaction at the time of submission of Bids on the website https://tntenders.gov.in
9.	Consortium Allowed	Yes <i>[The maximum members in a Consortium shall be two. In case the Applicant is a Consortium, a letter of association in favour of the Lead Member shall be furnished along with Technical proposal.]</i>
10.	Method of Selection	Quality Cost Based Selection (QCBS)/Quality Based Selection (QBS).
11.	Weightage	Technical(St)= [Insert value, say Y %] Financial(Sf) = [insert value (100 – Y)%] Final Score = (St x Y%) + (Sf x (100-Y)%)

12.	Opening of Technical Bid	<i>[Insert day/Month/Year]</i> at <i>[Insert Time]</i> , In the office of <i>[Insert Designation, Full Address in detail with contact details]</i>
13.	Opening of Price Bid	This will be intimated only to the technically qualified bidders.
14.	Bid Validity	90 days from the date of opening of the bid i.e., till xx.xx.xxxx, unless otherwise specifically mentioned by the Tender inviting authority
15.	Performance Security	2% of the quoted value
16.	Technical Proposal covering letter	To be signed by Authorised signatory of the organization.

2. Background and Introduction

Government of Tamil Nadu’s (GoTN’s) new Chennai 2030 program (2021-2030) aims to accelerate Chennai’s transformation into a city that is green, livable, competitive, and resilient. The program envisaged has a multi-phased program that will pool resources from government sources and development partners and also leverage the private sector for both finance and expertise. It builds on insights and experience gained from on-going investments and initiatives in Chennai Metropolitan Area (CMA), and especially the lesson that investments alone—especially, if they are uncoordinated—are insufficient to achieve transformation of the city.

The Greater Chennai Corporation (GCC), the largest urban local body (ULB) in the CMA, is directly responsible for delivering several but not all urban services in its jurisdiction. GCC’s population accounts for about 68 percent of the total population of CMA. GCC’s service responsibilities include delivery of city roads and streetlights, stormwater drainage, municipal solid waste management (SWM), health, family welfare services, education, land and estate facilities, public spaces, and pedestrian infrastructure.

3. Instructions to the Bidder

3.1 General Instruction

- a) The Bidder shall be deemed to have satisfied himself fully before Bidding as to the correctness and sufficiency of the Bids for the contract and price quoted in the Bid to cover all obligations under this Tender.
- b) It must be clearly understood that the Terms and Conditions and specifications are intended to be strictly enforced. No escalation of cost in the Tender by the Bidder will be permitted throughout the period of Agreement or throughout the period of completion of contract whichever is later on account of any reasons whatsoever.
- c) The Bidder should be fully and completely responsible for all the deliverables.
- d) Bids can be downloaded from the Government website <https://tntenders.gov.in/> at free of cost.
- e) Throughout these Bidding documents, the terms bid and Tender and their derivatives (bidder/Tenderer, bid/tendered, bidding/Tendering, etc) are synonymous and day means calendar day. Singular also means plural.

(1) The term “ES” means environmental and Social (including Sexual Exploitation, and Abuse (SEA), and Sexual Harassment (SH);

(2) “Sexual Exploitation and Abuse” “(SEA)” means the following:

(i) “Sexual Exploitation” is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.

(ii) “Sexual Abuse” is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;

(3) “Sexual Harassment” “(SH)” is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Contractor’s Personnel with other Contractor’s or Employer’s Personnel;

(4) “Contractor’s Personnel” is a person or corporate body whose Bid to carry out the Works has been accepted by the Authority

(5) “**The Authority** (The Commissioner) or his authorized representative is the party who Employs the Contractor to carry out the Works.

Bidders shall provide declaration on Form of Sexual Exploitation and Abuse (SEA), and/or Sexual Harassment (SH) Declaration as specified in Appendix -1

f) It is the Clients policy to require that the Consultants observe the highest standard of ethics during selection and execution of any contracts. In pursuance of this policy, the Client:

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

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

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

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

(3) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

The projects funded under the world bank financing requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix 2(*This Clause may be deleted for projects not covered under Project for Results financing, under World Bank financing instruments*)

g) Where Consortium are permitted:

(a) Maximum number of members in the Consortium shall be:

(b)Place where the agreement to form Consortium to be registered is *Chennai, Tamil Nadu*

(c) A statement to the effect that all members of the Consortium shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms, shall be included in the authorization nominating a Representative or member in charge, as well as in the Bid and in the Agreement

(d) The Consortium agreement should define precisely the division of assignments to each member of Consortium. All members of Consortium should have active participation in the execution during the currency of the contract. This should not be varied/ modified subsequently without prior approval of the Employer.

- h) Bidders shall provide declaration of undertaking Social and Environmental in accordance with **code of conduct of contractor personnel (ES) Form** as specified in **Appendix -3**

3.2 Procedure for e-Procurement

- 1) Bidder should do the registration in the e-tender site using the option available. Then the Digital signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from one of the authorized Certifying authorities such as SIFY/TCS/n Code etc. The list of address of the DSC vendors can be seen in <https://tntenders.gov.in/nicgep/app?component=%24DirectLink&page=DSCInfo&service=direct&session=T>
- 2) Bidder then should login to the site using user id and the corresponding passwords.
- 3) The e-token that is registered should be used by the bidder and should not be misused by others.
- 4) After downloading the tender schedules, the Bidder should go through them carefully and then submit the documents as directed; otherwise, the bid will be rejected.
- 5) If there are any clarifications, this may be obtained online through the e-tender site, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- 6) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in the prescribed format.
- 7) The bidder should read all the terms & conditions mentioned in the bid document and accept the same to proceed further to submit the bids.
- 8) The Bidder has to submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the e-submission process.
- 9) Bidders seeking exemption from payment of EMD, as per existing Government Orders, and choosing e-submission option shall access the relevant option available in the e-submission format and submit scanned copy of related documents without fail.
- 10) The EMD amount shall be furnished only through online net banking transaction at the time of submission of Bids on the website <https://tntenders.gov.in> and hard copy of the transaction is not required to be submitted in the office of the Tender Inviting Authority.
- 11) The Commissioner, Greater Chennai Corporation will not be held responsible for any sort of delay or the technical difficulty faced in the submission of tenders online by the bidders.
- 12) The online Bidding super scribed as “Technical Bid” contains Scanned copy, Bid Security, Pre-Qualification Documents and Tender document furnished by Greater Chennai Corporation to be submitted in the online bidding. The Tender document furnished by Greater Chennai Corporation uploaded in the PDF format should not be changed or converted to any other format while submitted in the online bidding.
- 13) The online bidding superscripted as “Price Bid” contains Price Bid Documents.
- 14) The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the Bid where entries or amendments have been made shall be signed by the person or persons signing the Bid and then scanned copy of the Bid shall be submitted in the online bidding.
- 15) The tendering system will give an acknowledgement Message only after successful uploading of all the required bid documents. The acknowledgement is the bid summary. With the Bid No., Date & Time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed with the e-token of the bidder and then submitted.
- 16) The acknowledgement should be printed and to be kept as a token of the submission of the bid. The acknowledgement will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date.
- 17) Bidder should log into the site well in advance for bid submission so that he submits the bid in time i.e., on or before the bid submission time. If there is any delay, due to other issues, bidder only is responsible.
- 18) Each document to be uploaded through online for the tenders should be less than 2 MB, if any document is more than 2 MB, it can be reduced through zip format and the same can be uploaded. It may be however noted that. If the file size is less than 1MB the transaction uploading time will be very fast.
- 19) The time setting fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time only, during bid submission.

- 20) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by anyone until the time of bid opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
- 21) The Confidentiality of the bids is maintained since the secured Socket layer 128-bit encryption technology is used. Data storage encryption of sensitive fields is done.

3.3 Language of Bids

The bid prepared by the Bidder as well as all correspondence and documents relating to the bid shall be in English only.

3.4 Language of supporting documents

In case, any of the certificates, supporting documents are written in any language other than English, it is the responsibility of the bidder to provide the self-certified copy of the English translated version. Evaluation committee team will only refer to the English version of any such documents.

3.5 Letter of Authorisation

A letter of Authorisation from the organization authorising the Tender Signatory should be submitted in the Technical Bid. The Bids received without the Letter of Authorisation will be summarily rejected. The Letter of Authorisation for the signatory shall be submitted under the company's letter head.

3.6 Clarifications and Amendment

A prospective Bidder requiring any clarification in this RfP may notify by letter or by Fax or by Email. The RfP Inviting Authority will respond to any request for clarifications in the Tender. Any changes will be notified by Tender Inviting Authority to the Bidders in the web site.

3.7 Pre-Bid meeting

Pre-Bid meeting will be held in the office of the **[Head of the Department, Name of the Department]**, Greater Chennai Corporation. The bidder or his official representative is invited to attend the Pre-Bid meeting which will take place as per details prescribed in the Section 1 of the Bid Schedule of this RfP.

3.8 Contacting Tender Inviting Authority

- a) Bidders shall not make attempts to establish unsolicited and unauthorised contact with the Tender Accepting authority or Tender Inviting Authority or Tender Scrutiny Committee after the opening of the Tender and prior to the notification of the Award. Any attempt by any Bidder to bring to bear extraneous pressures on the Tender Accepting authority or Tender Inviting Authority or Tender Scrutiny Committee shall be sufficient reason to disqualify the Bidder.
- b) Notwithstanding anything mentioned above, the Tender Inviting Authority or the Tender Accepting Authority may seek *bonafide* clarifications from the Bidders relating to the tenders submitted by them during the evaluation of tenders.

3.9 Cost of Bidding

The Bidders should bear all costs associated with the preparation and submission of Bids. The Tender Inviting Authority will in no way be responsible or liable for these charges/costs incurred regardless of the conduct or outcome of the bidding process.

3.10 Earnest Money Deposit (EMD)

The Bidder shall furnish, as part of the Bid, a Bid Security (EMD) Rs. **[Insert Amount]** /-. The EMD amount shall be furnished only through online net banking transaction at the time of submission of Bids on the e-tender portal <https://tntenders.gov.in>. The EMD will be refunded to the unsuccessful bidder without interest on application after intimation is sent of the rejection of the Bid. Bids not submitted with the EMD will be rejected. The Bid security of the successful Bidder will be returned when the Bidder has signed the Agreement and furnished the required Performance Security.

The Bid Security will be forfeited:

- (a) If a Bidder withdraws his Bid during the period of Bid validity.
- (b) If a successful Bidder fails to:
 - i) Execute the Agreement
 - ii) Furnish the necessary performance security within the specified time limit of 14 days from the date of issue of letter of award of his Bid.

3.11 Deadline for submission of bids

The bidders are requested to upload all related documents through e-tendering online system to the Tender Inviting Authority well before the time and date specified in the Bid Data sheet. In the event of the specified date for the submission of bid is declared as a holiday for the Authority, the Bids will be received up to the appointed time on the next working day. The Authority may extend the deadline for submission of bids by issuing an amendment in accordance with Section 1, in which case all rights and obligations of the Authority and the bidders previously subject to the original deadline will then be subject to the new deadline.

3.12 Signing the Bid

The Bid shall be neatly typed and signed by the bidder or authorised signatory of the Bidder. All pages of the bid shall be signed and stamped by the authorised signatory. Any alterations, deletions or overwriting will be treated as valid only if they are attested by the full signature by the authorised signatory.

3.13 Submission of Bids - Two Cover System

The bidders are requested to upload all related documents through e-tendering online system to the Tender Inviting Authority well before the time and date specified in the Bid Data sheet. Both the Technical and Financial proposal must only be uploaded on the www.tntenders.gov.in portal and should not be submitted in hard copy. Proposals received after the date and time stipulated in this RfP shall not be considered and shall be summarily rejected.

In case of printed and published Documents, only the cover shall be initialled. Each page of the proposal should be numbered serially given an index of submissions. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the "Authorized Representative") as detailed below:

- a. By a partner, in case of a partnership firm and/or a limited liability partnership; or
- b. By a duly authorized person holding the Power of Attorney, in case of a Limited Company/Private Limited Company or a Corporation; or
- c. By the Authorised Representative of the Lead Member, in case of Consortium; or
- d. By a person authorized through a General or Specific Board Resolution for signing proposals; Certified True Copy of such resolution in the hands of a Director of the Company shall be submitted for this purpose.

The power of attorney, if applicable should be certified under the hands of a partner or director of the Applicant and notarised by a notary public in the form specified in Section 4 and shall accompany the Proposal.

In case the proposal is submitted on the document downloaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RfP and the original RfP issued by the Authority, the latter shall prevail.

Financial Proposal

The financial proposal must only be uploaded on the www.tntenders.gov.in portal. While submitting the Financial Proposal, the Applicant shall ensure the following:

- a. All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc.), accommodation, air fare, equipment, printing of documents, surveys, geo-technical investigations etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- b. The Financial Proposal shall take into account all expenses and tax liabilities except GST which shall be paid at applicable rates. For the avoidance of doubt, it is clarified that all taxes except GST shall be deemed to be included in the costs shown in the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
- c. Costs shall be expressed in INR.

Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RfP. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:

- a. The Technical Proposal is received as per the forms specified in Clause 4.13;
- b. It is received by the Proposal Due Date including any extension thereof pursuant to Section 1;
- c. It is accompanied by the EMD receipt as specified;
- d. It is accompanied by the Power of Attorney as specified;
- e. It contains all the information (complete in all respects) as requested in the RfP;
- f. It does not contain any condition or qualification.

The proposals (Pre-Qualification Proposal) will be opened by the Authorised Representative of the Authority as per schedule mentioned in Section 1. It may be noted that the Financial Proposal shall be opened in the presence of the shortlisted Applicants Representative who choose to attend.

3.14 Modification or Withdrawal of Bids

The Bids can be modified, substituted or withdrawn upto the deadline for bid submission. However, the same may not be allowed to be modified or amended or withdrawn beyond the date of submission at any cost.

3.15 Acceptance and Withdrawals of Bids

The right of final acceptance of the tender is entirely vested with the Tender Inviting Authority who reserves the right to accept or reject, any or all of the tenders in full or in parts without assigning any reason whatsoever. There is no obligation on the part of Tender Inviting Authority to communicate with rejected Bidders. After acceptance of the Bid by Tender Inviting Authority, the bidder should have no right to withdraw his tender or claim higher price. The

Tender Inviting Authority may also reject any bid for reasons such as change in scope of work, new technologies, and lack of anticipated financial resources, court orders, accidents or calamities and other unforeseen circumstances.

3.16 Letter of Acceptance & Issue of Work Order

The Letter of Acceptance (LoA) of RfP will be issued to the Successful Bidder by Tender Inviting Authority. This would be treated as commencement of the work for the successful bidder.

3.17 Bidders Declaration to be provided

Black-listing: Bidders should not hold any sanction / black-listing by any government /quasi government agency. The applying firm should not have been sanctioned /blacklisted as on the date of submission of the proposal. Bidder may attach a self-declaration stating the above as a part of this bid. Please refer Annexure for draft letter content.

4. Bid Evaluation Process

4.1 Bid Opening

Bids will be opened by the Tender Inviting Authority or his authorized officer(s) at the time and date specified in the Bid Data sheet in the presence of Bidders or their authorized representatives if any & members of Tender Scrutiny Committee.

The Price Bid of qualified Bidders will be opened by the Tender Inviting Authority, in the presence of Bidders / authorized representatives who choose to attend. The date of opening of the Price Bid will be intimated to all the Qualified Bidders after evaluation of the Technical qualification Bids by the Tender Inviting Authority.

Authority shall constitute a Tender Scrutiny Committee to evaluate the responses of the Bidders. The Tender Scrutiny Committee shall evaluate the responses to the tender and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence by Bidders may lead to rejection of their Bids. The decision of the Tender Scrutiny Committee in the evaluation of Bids shall be final. No correspondence will be entertained outside the process of evaluation with the Committee. The Tender Scrutiny Committee may ask for Clarifications in writing from any Bidder, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by E-mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted. The Tender Scrutiny Committee reserves the right to reject any or all Bids. Each of the responses shall be evaluated as per the criteria and requirements specified in this Tender.

4.2 Bid Validity

The Bids submitted shall remain valid for a period specified in Section 1 of the Bid Schedule of this RfP. If the bid validity given in the received bid is lesser than the period specified, the Bid will be rejected as non-responsive. The Successful Bidders should extend the price validity till the completion of the order or as requested by Tender Inviting Authority.

4.3 Bid Evaluation

The Authority intends to select a consulting firm/ organisation (the “Consultant”), from the list of Consultants who make an Application (the “Applicant”) in accordance with the procedure set out herein.

In Cover 1 – Pre-Qualification Proposal, the eligibility of Applicants will be verified based on the eligibility information mentioned in Data Sheet and provided by the Applicants as per the formats given in this RfP.

In Cover 2- The Technical Proposal of only those applicants found eligible and satisfying the minimum eligibility criteria as per the evaluation of Pre-Qualification proposal shall be evaluated and scored based on the

marking criteria mentioned in Data Sheet. Such applicants may be invited to make presentation on the Approach & Methodology, covering all the aspects of TOR, Work Schedule by the Team proposed for the assignment to the Evaluation Committee of the authority. Team Leader proposed by the applicant must be present during the presentation. The time schedule and venue for presentation will be intimated to such applicants by the authority.

Applicants scoring not less than *[insert range lower & upper limit] marks* in Technical Proposal shall only be qualified for opening of the Financial Bids. The Authority shall notify the Applicants, results of the technical evaluation and invite those who have secured the minimum qualifying mark for opening of the financial proposals indicating the date and time. The financial Proposal of unqualified Applicants shall not be opened.

In Financial Proposal evaluation, the Financial Proposal of shortlisted Applicants shall be evaluated, and the lowest evaluated financial proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as per the formula given below:

$Sf = 100 \times Fm / F$, in which Sf is the financial score, Fm is the lowest price quoted by any Applicant and F is the price of the Proposal under consideration.

The total scores of the Applicants shall be arrived by applying the weights to the Technical and Financial Proposal to select the first ranked Applicant (R1) (the “Selected Applicant”) as per the Data sheet. The remaining Applicants shall be ranked R2, R3 and so forth. The weights given to the Technical and Financial Proposals shall be as per the Data Sheet. The first ranked Applicant shall be selected for negotiation while the second ranked Applicant shall be kept in reserve.

4.4 Pre-Qualification Criteria

To be considered qualified for evaluation of Technical Proposal, each Bidder should meet the criteria specified hereunder.

#	Pre- Qualification & Technical qualification criteria	Supporting Documents to be provided
1.	<p>Legal Capacity:</p> <p>a) An Applicant or member of Consortium may either be a sole proprietorship firm/ a partnership firm/ a limited liability partnership/ a company incorporated under the Companies Act 1956/ 2013 or a body corporate incorporated under the applicable laws of its origin for atleast 10 years.</p> <p>b) An Applicant or member of Consortium which has been blacklisted or debarred by the Government of India, Government of Tamil Nadu, any other Governments, any PSU of Central Government or State Government or any other Public Sector or Multilateral Agency shall not be eligible to submit an Application, either individually or as member of a Consortium, if such bar subsists as on the Proposal Due Date.</p>	<ul style="list-style-type: none"> • Copy of Incorporation certificate • Registered in India with the GSTN Authorities. • Self-declaration/ Undertaking by bidder on its letter head. Format as prescribed
2.	<p>Financial Capacity:</p> <p>a) Average Annual financial turnover during the last 5 years, ending 31st March of the previous financial year, should be at least 50% of the estimated cost (i.e., 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22) is enclosed.</p>	<ul style="list-style-type: none"> • Financial certificate by Chartered Accountant • Profit & Loss statement for the last 3 audited financial years.

	b) The Applicant/Lead Member shall have positive net worth as per average of last 3 audited financial accounts.	
c)	Relevant Experience: <i>[To be filled by the Tender inviting Authority as per requirements of the Technical Team]</i>	<ul style="list-style-type: none"> • Copy of Work Order or contract agreement from the client. • Completion certificate from the client.

4.5. Technical Evaluation Criteria

Only qualified bidders as per Section 4.4, will be considered for evaluation of the technical proposal as given below:

[To be filled by the Tender inviting Authority as per requirements of the Technical Team]

#	Criteria/Sub Criteria	Marking System	Max Marks	Supporting documentary evidence
A	Bidder's Prior Experience			
1				
B	Approach & Methodology			
1	Approach & Methodology			
C	Project Key Resource Profiles			
1				

5. Terms and Conditions

5.1 Award of Contract

The Authority will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who is selected as the "Successful Bidder" provided that such Bidder has been determined to be:

- Qualified and eligible in accordance with the provisions of Section 4.4 & 4.5
- Determined as R1, in accordance with provisions given in Section 4.3.

5.2 Rejection of Tender

The Tender Inviting Authority reserves the right to reject the received bid(s) at any time before the award of the contract without stating any reasons to concerned bidders. As per The Tamil Nadu Transparency in Tender Act 1998, if at any time before the acceptance of tender, the Tender Inviting Authority receives information that a tenderer who has submitted tender has been banned by any procuring entity, the Tender Accepting Authority shall not accept the tender of that tenderer even if it may be the lowest tender. The Tender Inviting Authority reserves the right to reject the received bid(s) at any time before the award of the contract without stating any reasons to concerned bidders.

5.3 Assigning of Tender whole or in part

The Successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate. The Successful Bidder shall not under-let or sublet to any person(s) or body corporate for the execution of the contract or any part thereof without the written consent of Tender Inviting Authority.

5.4 Release of Work Order

An exclusive Work Order will be issued to the Successful Bidder by Tender Inviting Authority. The payment will be released to the Successful Bidder based on the work awarded and actual work rendered only.

5.5 Execution of Work Order

The Successful Bidder should nominate and intimate Tender Inviting Authority the Team Leader, who should be responsible for effective delivery of work complying with all the terms and conditions. The Successful Bidder should ensure that the Team Leader fully familiarises with the Tender Conditions, Scope of Work, and deliverables.

5.6 Liquidated Damages (LD)

- a) Liquidated Damage will be levied at the rate of 1% per week subject to a maximum of 10% on the total value of the contract for non-fulfilment of delivery schedule. Any delay due to the Force Majeure conditions or delay not due to the Successful Bidder will be excluded from the delivery schedule.
- b) In the event of failure by the Successful Bidder to fulfil the delivery conditions, Tender Inviting Authority at its discretion may initiate any of the actions as given below.
 - i) Extension of time may be permitted to complete the work.
 - ii) Additional resources will be requested for speeding up the work.
 - iii) Liquidated Damages will be levied.
 - iv) Contract with the Successful Bidder may be terminated as per the Termination clause.
 - v) Any other action as may be deemed fit by Tender Inviting Authority in the best interest of the department.

5.7 Penalty for Non-Fulfilment of Tender

A penalty will be levied at the rate of 1% per occasion subject to a maximum of 10% of the total contract value in the event of non-fulfilment or non-observance of any of the conditions stipulated in the Tender, Terms and Conditions and Work Order at the discretion of Tender Inviting Authority.

5.8 Termination of Contract

- a) Tender Inviting Authority may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 15 days, sent to the Successful Bidder, terminate the contract in whole or part,
 - (i) if the Successful Bidder fails to deliver any or all of the services within the time period(s) specified in the Contract, or within any extension thereof granted by Tender Inviting Authority; or
 - (ii) if the Successful Bidder fails to perform any of the obligation(s) under the contract; or
 - (iii) if the Successful Bidder has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.
- b) In the event of Tender Inviting Authority terminating the Contract in whole or in part, Tender Inviting Authority may engage other Bidders, upon terms and in such manner as it deems appropriate, the services similar to those and delivered and the Successful Bidder shall be liable to Tender Inviting Authority for any additional costs for such similar services capped to total amount paid to the Service Agency. However, the Successful Bidder shall continue the performance of the Contract to the extent not terminated.
- c) Tender Inviting Authority may at any time terminate the Contract by giving written notice with a notice period of 15 days to the Successful Bidder if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Tender Inviting Authority.
- d) The notice of termination shall specify the termination is for Tender Inviting Authority's convenience, the extent to which performance of work under the contractor is terminated and the date upon which such termination becomes effective. On termination, the Successful Bidder is entitled for compensation to the extent of work done till the date of termination.

5.9 Force Majeure Clause

Neither Tender Inviting Authority nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations except causes or contingencies beyond their reasonable control due to Force Majeure conditions such as:

- a) any act of God such as lightning, earthquake, landslide, etc or other events of natural disaster of rare severity
- b) Meteorites or objects falling from aircraft or other aerial devices, travelling at high speeds
- c) Fire or explosion, chemical or radioactive contamination or ionizing radiation
- d) Epidemic or plague
- e) Act of war (whether declared or undeclared), threat of war, invasion, armed conflict or act of foreign enemy, unexpected call up of armed forces, blockade, embargo, revolution, riot, religious strife, bombs or civil commotion, sabotage, and terrorism

5.10 Legal/Arbitration Clause

- a) Except as otherwise provided elsewhere in the Contract, if any dispute, difference, question, or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation, or breach thereof, the same shall be decided by a Sole Arbitrator to be appointed by the Tender Inviting Authority.
- b) If the Arbitrator so appointed dies, resigns, incapacitated, or withdraws for any reason from the proceedings, another Arbitrator shall be appointed by the Tender Inviting Authority. The Arbitrator so appointed shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same, otherwise, he shall proceed de novo.
- c) It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- d) It is also a term of the contract that neither party to the contract shall be entitled to seek interest and the arbitrator should not grant interest.
- e) The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive, and binding on the parties.
- f) The venue of the arbitration shall be Chennai and the language shall be English.
- g) The fees of the arbitrator and expenses incidental to the arbitration proceedings shall be borne equally by the parties.
- h) Subject to as aforesaid, the provisions of the Arbitration and Conciliation Act 1997 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause.
- i) Subject to the above, the Courts in Chennai alone shall have jurisdiction in this matter.

5.11 Performance Bank Guarantee

The successful bidder shall furnish Performance Guarantee in the form of BG from a scheduled bank amounting to 2% of the fixed fee value. The same should be submitted along with Agreement within 10 days of issue of the Letter of Acceptance (LoA).

5.12 Working Modalities

The bidder will be expected to have the key experts placed in Greater Chennai Corporation office throughout the duration of the proposed project.

Replacement of Key experts:

The Client will not normally consider substitutions except for reasons beyond the reasonable control of the Consultant such as retirement, death, medical incapacity among others of key professional. Similarly, after award of contract the Client expects all the proposed key professional to be available during implementation of the contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of 2 Key personnel other than Team Leader and that too by only equally or better qualified and experienced personnel. For every replacement of Key experts, 0.1% of the contract price shall be deducted from the Contract price. For second replacement of same key personnel, 0.2% of the Contract price shall be deducted from the contract price. Any

further request for third replacement shall not be encouraged and such request will be treated as default of the Consultant.

Assistance from the Client

The GCC shall provide all necessary and reasonable support to the Consultant to collect secondary data by issuing authorization letters. The Consultant will be responsible for any translation of documents and for processing of data. The Client or his authorized representative will liaise with the Consultant for all activities and participate actively in the study to the possible extent. The Client will provide the following reports:

- All relevant documents related to the project.
- Any background documentation and studies available with the department and other implementing agencies.
- Making all necessary arrangements for supporting the work of the Consultant by facilitating access to government authorities and other associated project stakeholders.

6 Terms of Reference

6.1 Detailed Scope of work during Preparation

The broad scope of work to be carried out by the Consultant shall include but not limited to the following:

6.2 Project Deliverables with Timelines and Payment

The duration of the assignment shall be from the signing of the agreement to the submission of all the final report and deliverables as mentioned in the TOR.

[To be filled by the Tender inviting Authority as per requirements of the Technical Team]

S.No.	Main Deliverables	Timeline	
		Draft	Final

6.3 Key Professionals

[To be filled by the Tender inviting Authority as per requirements of the Technical Team]

Position & Qualification	Knowledge and Experience	Period
Key Experts for Scope of Work During Preparation Phase		

6.4 Payment Schedule:

Payment will be released against invoice submitted by the consultant against each delivery milestone achieved by the consultants. The deliverables and payment schedule are as below:

[To be filled by the Tender inviting Authority as per requirements]

S. No.	Main Deliverables	Payment Schedule
		On approval of final document

7. Technical Response Document Formats

FORM PQ -1: Pre-Qualification Proposal Submission Form

[On the Letter head of the Applicant (Lead Member of Consortium)]

Ref No:

Date:

To:

[Head of the Department],

Greater Chennai Corporation,

Ripon Buildings,

Chennai- 600003

Subject: Submission of Pre-Qualification Proposal in response to your **RfP for [Insert the name of Work], RfP Ref:**

Dear Sir/Madam,

With reference to your RfP Document dated, I/we, having examined all relevant documents and understood their contents, hereby submit our Pre-Qualification proposal for [Name of work]. The Proposal is unconditional and unqualified.

1. We are submitting our Proposal as [sole applicant/Consortium] [with] [insert a list with full name and address of other member of consortium].
2. I/We declare that we are not a member of any other Consortium applying for Selection as a Consultant.
3. The Bid Security of Rs. _____/- (Rupees _____) through _____ is submitted and is here by attached, in accordance with the RfP document.
4. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form PQ-3.
5. I/We agree to keep this offer valid for 90 (Ninety) days from the PDD specified in the RfP.
6. All information provided in the Proposal is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
7. This statement is made for the express purpose of appointment as the Consultant for the aforesaid work.

8. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
9. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
10. 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 by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
11. We further certify that neither we nor any of our consortium members have been barred or blacklisted by the Central Government, any State Government, a Statutory Body, any Public Sector Undertaking or any Multi-lateral funding agency, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the proposal due date for this RfP.
12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our associates or against our CEO or any of our Directors or equivalent / Proposed key professional for this assignment referenced to their official representation with us.
13. I/We declare that:
 - a. I/We have examined and have no reservations to the RfP Document, including any Addendum issued by the Authority;
 - b. I/We do not have any conflict of interest in accordance with the terms of 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, as defined in the RfP document, in respect of any tender or request for Proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - d. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RfP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

14. 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 Applicants in accordance with clauses of the RfP document.
15. I/We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the subject or which relates to a grave offence that outrages the moral sense of the community.
16. 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 affiliates.
17. 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 the Authority [and/or the Government of Tamil Nadu] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above-mentioned subject.
18. I/We agree and understand that the Proposal is subject to the provisions of the RfP document. In no case, shall I/we have any claim or right if Proposal is not opened or rejected.
19. In the event of my/ our firm being selected as the Consultant, I/we agree to enter into a Contract in accordance with Section 5 of the RfP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
20. The Technical and Financial Proposals are being submitted in separate covers. This Pre-Qualification Proposal read with the Technical Proposal & Financial Proposal shall constitute the Application which shall be binding on us.
21. We understand you are not bound to accept any Proposal you receive.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RfP Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant / Lead Member)

FORM PQ - 2: Particulars of the Applicant*(On the Letterhead of the Applicant)*

1.	State whether applying as Sole Applicant or Lead Member of a consortium:	
	State the following:	
	Name of Sole Applicant/Lead Member of Consortium	
	Legal status	
	Country of incorporation	
	Registered address	
	Year of Incorporation	
	Year of commencement of business	
	Principal place of business	
	Name, designation, address and phone numbers of authorized signatory of Sole Applicant/Lead Member of Consortium	
2.	Name	
	Designation	
	Company	
	Address	
	Phone No.	
	Fax No.	
	E-mail address	
	Name, designation, address and phone numbers of Key Contact Person of the Sole Applicant/Lead Member of Consortium	
	Name	
	Designation	
	Company	

	Address	
	Phone No.	
	Fax No.	
	E-mail address	
3.	<p>If the Applicant is a consortium, state the following for each of the other Member Firms:</p> <ul style="list-style-type: none"> i. Name of Firm ii. Legal Status and country of incorporation iii. Registered address and principal place of business iv. Name of Key Contact Person v. Address vi. Phone No. vii. Fax No. viii. E-mail Address 	
4.	<p>For the Applicant, (in case of a consortium, for each Member), state the following information:</p> <ul style="list-style-type: none"> i. In case of non-Indian Firm, does the Firm have business presence in India? Yes/No If so, provide the office address(es) in India. ii. Has the Applicant or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last five years? Yes/No iii. Has the Applicant/ or any of its Associates ever failed to complete any work awarded to it by any public authority/ entity in last five years? Yes/No iv. Has the Applicant or any member of the consortium been blacklisted by any 	

	<p>Government department/Public Sector Undertaking in the last five years and such bar subsists as on the proposal due date for this RfP?</p> <p style="text-align: right;">Yes/No</p> <p>If answer to any of the questions at (ii) to (iv) is yes, the Applicant is not eligible for this consultancy assignment</p>
<p>5.</p>	<p style="text-align: center;">(Signature, name and designation of the authorized signatory)</p> <p style="text-align: right;">For and on behalf of</p>

Incorporation Certificate/Certificate of Registration of Sole Applicant/all members of Consortium as the case may be, to be enclosed.

FORM PQ - 3: Power of Attorney for Signing of Proposal

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr./ Ms..... son/daughter/wife and presently residing at, who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Consultant including but not limited to signing and submission of all applications, Proposals and other documents and writings, participating in pre-proposal and other conferences and providing information/ responses to the <INSERT NAME OF AUTHORITY>, representing us in all matters before the <INSERT NAME OF AUTHORITY>, signing and execution of all contracts and undertakings consequent to acceptance of our Proposal and generally dealing with the <INSERT NAME OF AUTHORITY> in all matters in connection with or relating to or arising out of our Proposal for the said work and/or upon award thereof to us till the entering into of the Contract with <INSERT NAME OF AUTHORITY>.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, [INSERT YEAR].

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarized Accepted

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

Notes to Power of Attorney:

- I. To be executed by the Lead Member in case of a Consortium.*
- II. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- III. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (one hundred) and duly notarized by a notary public.*
- IV. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- V. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention, 1961 need not get their Power of Attorney legalized by the Indian Embassy if it carries a conforming Apostille certificate.*
- VI. In case the Application is signed by an authorised Director of the Applicant, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.*

FORM PQ - 4: Format for Letter of Association

<<(To be on the letter head of the Consortium Partner)>>

Ref. No.:

Date:

To,

The Head of Department,
Concern Department,
Greater Chennai Corporation,
Ripon Buildings, Chennai- 600003

Subject: Letter of Association for <<Name of the Work>>

Dear Sir/Madam,

We, the undersigned, are pleased to associate with <<Name and Address of Lead Member>> for the subject assignment.

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Application) satisfy the terms and conditions laid out in the RfP document.

We have agreed that <<Name and Designation of Authorised signatory of Lead Member>> shall act as our representative/ shall act as the representative of the consortium on its behalf and has been duly authorized to submit the RfP further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

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 by an arbitral or judicial authority or a judicial pronouncement or arbitration award against us, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

We further certify that we have not been barred or blacklisted by the Central Government, any State Government, a Statutory Body, any Public Sector Undertaking, or Multi-Lateral Funding agency as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the proposal due date for this RfP.

We hereby, undertake to be associated for the entire duration of the assignment, and shall be jointly and severally responsible for the execution of this assignment, if selected.

Thanking You,

Yours Faithfully,

(Signature, name, designation and address, email address of authorised signatory of consortium member)

FORM PQ - 5: Summary of Applicant's Experience

S. No	Project Name	Client Name	Location	Project Fees (Rs. In Lakhs)	Total Project Cost (Rs. In Lakhs)	Date of Commencement	Date of Completion	Proof Attached

- Enclose project description of applicant's experience mentioned above as per format given in Form 5 along with relevant proof (For completed Projects - Completion Certificate or Statutory Auditor certificate certifying 100% receipt of professional fees, For Ongoing Projects - Work Order/LOA/Agreement Copy/Engagement Letter Certificate with Work in Process (WIP) certificate from the client/employer or proof of fee received certificate from its Statutory Auditor certifying the percentage of fee received for each of the above mentioned projects).

(Signature, name and designation)

FORM PQ - 6: Financial Capacity of Applicant(to be enclosed by the Sole Applicant or Lead Member of the Applicant^S)

Year	2019-20	2020-21	2021-22	Average
(Rupees in Lakhs)				
Revenue from Advisory Services [#]				
Net worth [#]				
<p>Certificate from the Statutory Auditor</p> <p>This is to certify that(name of the Applicant) has received the payments shown above against the respective years on account of Revenue from Advisory Services/Consultancy fees.</p> <p>Name of the audit firm: Seal of the audit firm</p> <p>Date:</p> <p>(Signature, name and designation of the Authorized signatory)</p>				

The Applicant should provide the Financial Capability based on its own financial statements. Financial Capability of the Applicant's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Applicant.

\$ Applicant to enclose Audited Balance Sheet and Profit & Loss account for last 3 years

FORM TECH- 1: Technical Proposal Submission Form

[On the Letter head of the Applicant (Lead Member of Consortium)]

Ref No:

Date:

To:

[The Head of Department],

Concern Department
Greater Chennai Corporation,
Ripon Buildings,
Chennai- 600003.

Subject: Submission of Technical Proposal in response to your RfP for <<Name of the Work>>
vide RfP Ref: << ----->>

Dear Sir,

1. With reference to your RfP Document dated, I/we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for << Name of the Work>>.The Proposal is unconditional and unqualified.
2. We are submitting our Proposal as [sole applicant/Consortium] [with] [insert a list with full name and address of other member of consortium].
3. I/We declare that we are not a member of any other Consortium applying for Selection as a Consultant.
4. I/We agree to keep this offer valid for 90 (Ninety) days from the PDD specified in the RfP.
5. All information provided in the Proposal is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
6. This statement is made for the express purpose of appointment as the Consultant for the aforesaid work.
7. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

8. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
9. 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 by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
10. We further certify that neither we nor any of our consortium members have been barred or blacklisted by the Central Government, any State Government, a Statutory Body, any Public Sector Undertaking or any Multi-lateral funding agency, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the proposal due date for this RfP.
11. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors or equivalent/ Proposed key professional for this assignment referenced to their official representation with us.
12. I/We declare that:
 - a. I/We have examined and have no reservations to the RfP Documents, including any Addendum issued by the Authority;
 - b. I/We do not have any conflict of interest in accordance with the terms of 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, as defined in the RfP document, in respect of any tender or request for Proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - d. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RfP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
13. 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 Applicants in accordance with clauses of the RfP document.

14. 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 authority which would cast a doubt on our ability to undertake the Consultancy for the Study or which relates to a grave offence that outrages the moral sense of the community.
15. 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 affiliates.
16. 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 the Authority [and/ or the Government of Tamil Nadu] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above-mentioned Study.
17. I/We agree and understand that the Proposal is subject to the provisions of the RfP document. In no case, shall I/we have any claim or right if Proposal is not opened or rejected.
18. In the event of my/ our firm being selected as the Consultant, I/we agree to enter into a Contract in accordance with Section 5 of the RfP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
19. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Pre-Qualification proposal and Financial Proposal shall constitute the Application which shall be binding on us.
20. If negotiations are held during the period of validity of the Proposal, we undertake to negotiate in accordance with the RfP. Our Proposal is binding upon us, subject only to the modifications resulting from negotiations in accordance with the RfP.
21. We understand you are not bound to accept any Proposal you receive.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RfP Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant / Lead Member)

FORM TECH- 2: Summary of Applicant's Experience

S. No	Project Name	Client Name	Location	Project Fees (Rs. In Lakhs)	Total Project Cost (Rs. In Lakhs)	Date of Commencement	Date of Completion	Proof Attached

- List down experience in advisory assignments as per the Technical Proposal Scoring matrix given
- Enclose description of applicant's experience mentioned above as per format given in **FORM TECH:-3** along with relevant proof (For completed Projects - Completion Certificate Or Statutory Auditor certificate certifying 100% receipt of professional fees, For Ongoing Projects - Work Order/LOA/Agreement Copy/Engagement Letter Certificate with Work in Process (WIP) certificate from the client/employer or proof of Fee received certificate from its Statutory Auditor certifying the percentage of fee received for each of the above mentioned projects).
- Form for each member of consortium to be provided

(Signature, name and designation of the authorized signatory)

FORM TECH- 3: Applicant's Experience

Project Name	Country
Project location within the country	Professional staff provided by the Applicant:
Name of the client	Number of Staff provided by the Applicant:
Address and contact person (Client) Phone No: Fax No. Email id:	Professional staff months provided by the Applicant:
Start Date: End Date:	Value of consultancy assignment Approx. value of services provided by Applicant
Name of Associated Consultant	No. of months of Professional Staff provided by Associated Consultants:
Name of the Key professional of your firm involved in the assignment	
Detailed narrative description of project:	
Description of actual services provided by your staff within the assignment	

Attachments:

- For completed assignments : Completion certificate from client Or Statutory Auditor certificate certifying 100% receipt of professional fees
- For ongoing assignments : LOI/LOA/Agreement copy and Work in Process (WIP) certificate from the client/employer or proof of Fee received certificate from its Statutory Auditor certifying the percentage of fee received to be enclosed as proof for ongoing assignments

FORM TECH- 4: Work Plan and Approach & Methodology Proposed

Kindly provide approach and methodology outlining various steps for performing the assignment / project

- a. ***Proposed Technical Approach & Methodology:*** Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. **Please do not repeat/copy the TORs in here.**
- b. ***Work plan:*** Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones, and tentative delivery dates of the reports. The proposed work plan should be consistent with the approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule at FORM TECH -5.
- c. ***Organization and Staffing:*** Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.

FORM TECH- 5: Work Schedule Form

S.No	Key Activity/Deliverable	Week/Months				
		1	2	3	4	n
1						
2						
3						
4						
n						

- Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- Duration of activities shall be indicated in the form of a bar chart.

FORM TECH- 6: Team Composition and Task Assigned

S. No	Name of the Key Personnel	Position	Name of the firm associated with	Educational Qualification	Relevant Experience in Number of Years	Task Assigned

Note: CV of above Key Professional Staff shall be submitted for evaluation.

(Signature, name and designation of the authorized signatory)

FORM TECH- 7: Curriculum Vitae of Key Personnel

1.	Proposed Position	:																		
2.	Name of Firm	:																		
3.	Name of Staff	:																		
4.	Date of Birth	:	MM/DD/YYYY																	
5.	Nationality	:																		
6.	Area of Specialisation	:																		
7.	Educational Qualifications	:	<table border="1"> <thead> <tr> <th rowspan="2">Board /University/ Institution</th> <th rowspan="2">Examination Passed</th> <th colspan="2">Month & Year</th> <th rowspan="2">% Marks obtained/ CGPA</th> </tr> <tr> <th>From</th> <th>To</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Board /University/ Institution	Examination Passed	Month & Year		% Marks obtained/ CGPA	From	To										
			Board /University/ Institution			Examination Passed	Month & Year		% Marks obtained/ CGPA											
				From	To															
			<i>(Mention in the order of recency)</i>																	
8.	Membership of Professional Associations	:	-																	
9.	Other Training	:	-																	
10.	Countries of Work Experience	:	India																	
11.	Languages	:	<table border="1"> <thead> <tr> <th>Language</th> <th>Speaking</th> <th>Reading</th> <th>Writing</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Language	Speaking	Reading	Writing													
			Language	Speaking	Reading	Writing														
12.	Employment Record	:	<table border="1"> <thead> <tr> <th>Dates of employment</th> <th>Name of employing organization</th> <th>Positions held</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Dates of employment	Name of employing organization	Positions held														
			Dates of employment	Name of employing organization	Positions held															
			<i>(Starting with present position, list in reverse order every employment held.)</i>																	
13.	Task Assigned for this Project	:																		

	Project Name:	
	Year:	
	Location:	
	Client(s):	
	Main Project Features	
	Activities Performed:	
	Project Name:	
	Year:	
	Location:	
	Client(s):	
	Main Features	
	Activities Performed:	
14.	Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned:	

(Add more rows to mention relevant projects for the key personnel)

Certification:

- i. I am willing to work on the assignment and I will be available for entire duration of the project as required.
- ii. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience.

Place.....

(Signature and name of the Key Personnel)

(Signature and name of the authorized signatory)

Notes:

- 1. Use separate form for each Key Personnel
- 2. The CV shall be signed in by both the Personnel concerned and by the Authorized Representative of the Applicant firm along with the seal of the firm.

8. Financial Response Document Formats

FORM FIN - 1: Financial Proposal (To be filled online)

The financial quote will be a composite number based on below items:

S.No.	Item	Quantity	Total
1			
2			
	GST (@18%)		
	Grand Total		

9. Sample Formats for Other Documents

9.1 Performance Bank Guarantee

To:

*[The Head of the Department,
Name of the Department]*

Greater Chennai Corporation

Bank Guarantee No.

Amount of Guarantee:

Guarantee covers from

Last date for lodgement of claim:

Whereas, *[Name of the supplier and address]* (hereinafter called “the bidder”) has undertaken, in pursuance of contract no. *[Insert Contract No.]* dated. *[Insert Date]* to provide Implementation services for *[Name of the Proposal]* to GCC (hereinafter called “the beneficiary”)

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, *[Name of Bank]* a banking company incorporated and having its head /registered office at *[Address of Registered Office]* and having one of its office at *[Address of Local Office]* have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of **Rs. *[Insert Value]* [Rupees <Insert Value in Words> only]** and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of **Rs. *[Insert Value]* [Rupees <Insert Value in Words> only]** as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder

shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until *[Insert Date]*

Notwithstanding anything contained herein:

Our liability under this bank guarantee shall not exceed **Rs. *[Insert Value] [Rupees <Insert Value in Words> only]***.

This bank guarantee shall be valid up to *[Insert Expiry Date]*

It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before *[Insert Expiry Date]* failing which our liability under the guarantee will automatically cease.

9.2 Declaration against Blacklisting

(To be submitted on the Letterhead of the responding agency)

{Place}

{Date}

To:

[The Head of the Department],

[Name of the Department]

Greater Chennai Corporation

Subject: Self Declaration of not been blacklisted in response to the RfP for *[Name of the Work]*

Dear Sir,

We confirm that our company, _____, is not blacklisted in any manner whatsoever by any of the State and/or central Government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice.

Place:

Date:

Bidder's Company Seal:

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Model Form of Contract

AGREEMENT FOR CONSULTANCY SERVICES

This Agreement (hereinafter called the “Agreement”) is made on the _____ day of the _____ 20__

By

&

BETWEEN

_____ having its office at Ripon Building, Amma Maligai, Chennai 600003 (hereinafter called “Client”, which expression shall unless excluded by or repugnant to the context deemed to include its successor/s in office) of the First Part;

AND

_____, a private limited company, incorporated under the Companies Act, 1956, having its registered office at _____ (hereinafter called the “Service Agency”, which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its successors in interest and permitted assigns) of the Second Part;

Client and the Service Agency are hereinafter collectively referred to as “Parties” and individually as a “Party”.

WHEREAS

- a) Client issued a Work Order being No. _____ dated _____ (hereinafter “Work Order”) for engaging the Service agency for certain service relating to _____ on the basis of the Proposal submitted by the Service Agency on _____ (hereinafter “Proposal”);
- b) The Parties have agreed to enter into this Agreement to govern the way in which the Service Agency shall provide the services to Client.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT AND ADEQUACY OF WHICH IS HEREBY ACKNOWLEDGED, IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

DOCUMENTS FORMING PART OF THIS AGREEMENT

The following documents which referred in this Agreement shall form an integral part of this Agreement:

- a) Work Order;
- b) Proposal;
- c) Service Agency's scope of Work and Responsibilities – *(as per Scope of Work in Section 6 of the RfP)*
- d) This entire Tender Document

1. PRECEDENCE OF DOCUMENTS

The documents forming integral part of the Agreement shall be read as mutually explanatory of each other. In case of any discrepancy or inconsistency between the provisions of any of the abovementioned documents, the documents shall have priority in the following order:

- (a) Terms and conditions mentioned in this Tender Document;
- (b) Work Order;
- (c) Proposal.

2. PROVISION OF SERVICES AND PAYMENT

The mutual rights and obligations of the Client and the Service Agency shall be as set forth in the Agreement. In particular:

- (a) The Service Agency shall provide Services to the Client in accordance with the scope of work specified in the Work Order, Section 6, and Proposal.
- (b) In consideration of the services to be provided by the Service Agency, the Client shall make payments to the Service Agency in accordance with the provisions of the Agreement.

3. TERM OF AGREEMENT

This Agreement shall be effective from the signing of this Agreement (the "Effective Date") and unless terminated earlier, shall continue in force and effect for a period of 36 months from the Effective Date.

4. TERMINATION

- a) Either Party may terminate this Agreement by giving written notice to the other Party if (i) the other Party materially breaches the Agreement and does not remedy the breach within 15 (fifteen) days of receipt of such written notice, or (ii) the other Party is or appears likely to be unable to pay its debts or become insolvent, or (iii) continuously cause breach of applicable law or regulation.
- b) Upon early termination of the Agreement, Client shall pay for all services performed by the Service Agency up till the date of termination in accordance with the Payment Schedule mentioned in Clause 9 of this Agreement.

5. STANDARD OF PERFORMANCE

- (a) The Service Agency shall perform the services and carry out its obligations hereunder with all due diligence, efficiency, and economy, in accordance with generally accepted professional standards and practices.
- (b) The Service Agency shall perform the services specified at Section 6, which is made an integral part of this Agreement

- (c) Notwithstanding anything contrary contained in the Agreement, the Service Agency shall not be liable for any liquidated damages, penalty, or termination on account of non-receipt of bids in response to any RfP prepared by Service Agency as part of deliverables under this Agreement. The Service Agency shall under no circumstances be required to make, issue, or assist in any way in making more than one RfP or make amends to the RfP once the last date for submission of response to the respective RfP has elapsed unless otherwise agreed by the Service Agency in writing on mutually agreed terms and conditions. It is expressly agreed that the Client will pay Service Agency for preparation of the RfP whether issuance of such RfP amounts to selection of vendor or not case.

6. INTELLECTUAL PROPERTY RIGHTS

Subject to payment of professional fees as provided in Clause 9 of this Agreement, all plans, drawings, specifications, designs, reports, other documents, and reports prepared by the Service Agency for the Client under this Agreement shall become and remain the property of the Client. The Service Agency may retain a copy of such documents, but except as otherwise required under any law, shall not use anywhere, without taking permission, in writing, from Client and Client reserves right to grant or deny any such request. For the avoidance of doubt, it is hereby clarified that

(a) Service Agency shall continue to retain ownership over its pre-existing intellectual property rights to the extent the same is incorporated into the deliverables.

(b) Service Agency shall continue to retain ownership over its draft deliverables/internal working papers;

(c) subject to Service Agency's confidentiality obligations under this Agreement, Service Agency shall have the right to use the general skills, knowledge, know-how etc. created during the course of this engagement for its subsequent engagements. Service Agency shall provide Client with a non-exclusive and non-transferrable license to use such pre-existing intellectual property rights (to the extent incorporated in the reports and other artefacts) for Client's internal use only. It is clarified that the confidentiality obligations under this Agreement will not apply to information which is already in the public domain or is available/collected/collated/developed by the Service Agency independently of this Agreement.

7. OBLIGATIONS OF CLIENT

Client will support with input requirements and facilitate the Service Agency for all the services being planned. In order for Service Agency to advise Client properly, Client will make sure (i) any information given to Service Agency by Client, or anyone else working with or for Client, is (a) given promptly, (b) accurate and (c) complete; and (ii) any assumptions are appropriate. Client acknowledges that Service Agency is under no obligation to verify the information given to Service Agency relating to the services.

Furthermore, at the request of the Service Agency and whenever required department shall provide the following to the Service Agency to ensure seamless completion:

(a) Dedicated formally created steering committee who will interact with the Service Agency and help address their issues and for attending scheduled meetings.

(b) Appropriate office space and infrastructure during visits.

(c) Management support for performing the tasks which shall review the work at intervals and provide necessary support.

8. LIMITATION OF LIABILITY

The entire and collective liability of Service Agency for all claims connected with this Agreement (including but not limited to negligence), whether in contract, tort, statute or otherwise, is limited to the professional fees paid for the services and deliverables provided under this Agreement. Service Agency shall not be liable for any indirect or consequential losses of any nature whatsoever or for loss of corruption of data from Client's systems or for loss profits, goodwill, business opportunity, anticipated savings, or benefits.

9. SETTLEMENT OF DISPUTES

(a) Amicable Settlement

If during the subsistence of the present agreement, Parties have differences or disputes on any matter directly or indirectly related to and/or connected with this Agreement, the same would be resolved by mutual consultations and for which purpose the Parties shall engage with each other.

(b) Arbitration:

In case the attempt to resolve differences and disputes does not result in amicable settlement within 21 (twenty-one) days of such reference then, either Party may as per its position initiate disputes redressal by means of arbitration, in India, in accordance with the provisions of Arbitration and Conciliation Act 1997. The arbitration shall be presided upon by a sole arbitrator to be appointed by the mutual consent of the Parties. The venue of such arbitration shall be in Chennai and the language of such arbitration proceedings and that of all documents and communications between the Parties shall be English. The decision of the arbitrator shall be final and binding on the Parties. The expenses of the arbitrator as determined by the arbitrator shall be shared equally by Client and the Service Agency. However, the expenses incurred by each Party, in connection with the preparation, presentation of the documents shall be borne by the Party itself. All arbitration awards shall be in writing and shall state the reasons for such award.

10. GOVERNING LAW AND JURISDICTION

This Agreement, its meaning and interpretation, and the relation between the Parties shall be governed by the laws of the state of India ("Applicable Law"). Subject to clause 11 above, the Courts of Chennai shall have exclusive jurisdiction.

11. MISCELLANEOUS PROVISIONS

- a) Any time lost due to unforeseen and unavoidable circumstances on which neither the Service Agency nor the Client has any control, will not be attributable to either Party.
- b) Neither Party may, nor shall have the power to assign or transfer this Agreement without the prior written consent of the other Party.
- c) If any provision of this Agreement is held to be invalid, in whole or in part, such provision (or relevant part, as the case may be) shall be deemed not to form part of this Agreement. In any event the enforceability of the remainder of this Agreement will not be affected.
- d) Any waiver of any provision of this Agreement is ineffective unless it is in writing and signed by the Party waiving its rights. A waiver by either Party in respect of a breach of a provision of this Agreement by the other Party is not a waiver in respect of any other breach of that or any other provision. The failure of either Party to enforce at any time any of the provisions of this Agreement shall not be interpreted as a waiver of such provision.

- e) This Agreement contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.
- f) Any modification or variation of the terms and conditions of this Agreement, including any modification or variation of the scope of the services, may only be made by written agreement between the Parties.
- g) No Party will be liable to the other if it fails to meet its obligations under this Agreement due to matters beyond its reasonable control.
- h) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement and which together shall constitute one and the same instrument; provided that neither Party shall be bound to this Agreement unless and until both Parties have executed a counterpart.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their authorized signatories and representatives in their respective names as of the day and year first above written.

<p>SIGNED for and on behalf of _____</p> <p>By: _____</p> <p>Signature: _____</p> <p>Designation: _____</p> <p>Address: _____</p> <p>Witness: _____</p> <p>Name: _____</p> <p>Place: _____</p> <p>Date: _____</p>	<p>SIGNED for and on behalf <successful bidder name>.</p> <p>By: _____</p> <p>Signature: _____</p> <p>Designation: _____</p> <p>Address: _____</p> <p>Witness: _____</p> <p>Name: _____</p> <p>Place: _____</p> <p>Date: _____</p>
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II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the State of Tamil Nadu, India.
- (b) "Contract" means "Conducting consultancy studies for -----"
- (c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 2.1;
- (d) "GCC" means these General Conditions of Contract;
- (e) "Government" means the Government of the Client's country (GOI/GOTN)
- (f) "Currency" means the Indian Rupees
- (g) "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities'
- (h) "Personnel" means persons hired by the Consultants or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof;
- (i) "Party" means the Client or the Consultants, as the case may be and Parties means both of them;
- (j) "Services" means the work to be performed by the Consultants pursuant to this Contract for the purpose of the Project, as described in Appendix A hereto;
- (k) "SCC" means the Special Conditions of Contract by which these General conditions of contract may be amended or supplemented;
- (l) "Project": means - "-----".
- (m) "Sub-Consultant" means any entity to which the Consultants sub contract any part of the Services; and
- (n) "Third Party" means any person or entity other than the Government.

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Client and the Consultants. The Consultants, subject to this Contract, have complete charge of Personnel and Sub-consultants if any, performing the services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 LAW GOVERNING CONTRACT

This contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Indian Law.

1.4 Language

This contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this contract.

1.5 Headings

The headings shall not limit, alter or affect the meaning of this contract.

1.6 Notices

1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered mail.

Notice will be deemed to be effective as follows:

- (a) In the case of personal delivery or registered mail, on delivery;

- (b) In the case of tele fax / E-Mail, 72 hours following confirmed transmission n
- 1.6.2 A party may change its address for notice hereunder by giving the other party notice of such change pursuant to the provisions listed above in Clause GCC 1.

1.7 Location

The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, as the Client may approve.

1.8 Authority of member in charge

In case the Consultants consist of a joint venture of more than one entity, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

1.9 Authorised Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this contract by the Client or the Consultants may be taken or executed by the officials.

1.10 Taxes and Duties

Unless otherwise specified in the SCC, the Consultants, Sub-Consultants and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law.

2 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultants instructing the Consultants to begin carrying out the services. This notice shall confirm that the effectiveness conditions.

2.2 Termination of Contract for Failure to Become Effective

If this contract has not become effective within such time period after the date of the contract signed by the parties, then the Client may, by not less than two (2) weeks' written notice to the Consultant declare this contract to be null and void and in the event of such declaration by the Client, the Consultant shall have no claim against the Client with respect hereto.

2.3 Commencement of Services

The Consultants shall begin carrying out the Services not later than one week after the effective date.

2.4 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.9 hereof, this contract shall expire when services have been completed and all payments have been made.

2.5 Entire Agreement

This contract contains all covenants, stipulations and provisions agreed by the parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

2.6 Modification

Modification of the terms and conditions of this contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties and shall not be effective otherwise.

2.7 Force Majeure

2.7.1 Definition

(a) For the purpose of this contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and 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 (except where such strikes, lockouts or other

industrial action are solely restricted to the staff of the Consultants or Sub consultants) confiscation or any other action by Government Agencies.

(b) Force Majeure shall not include (1) any event which is caused by the negligence or intentional action of a Party or such party's sub-Consultants or agents or employees, nor (2) any event which a diligent party could reasonably have been expected to both (in) take into account at the time of the conclusion of this contract and (in) avoid or overcome in the carrying out of its obligations hereunder.

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

2.7.2. No Breach of Contract

The failure of a party to fulfill any of its obligations hereunder shall not be considered to be a breach, 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.

2.7.3. Measures to be Taken

(a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.

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

(c) The parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4. Extension of Time

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 result of Force Majeure.

2.7.5. Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.7.6. Consultation

Not later than thirty (30) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension

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

2.9 Termination

2.9.1 By the Client

The Client may, by not less than Fifteen (15) days and written notice of termination to the Consultants (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than Thirty (30) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause 2.9.1 terminate this contract:

- (a) if the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 herein above, within Fifteen (15) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- (b) if the Consultants become (or, if the, Consultants consist of more than one entity, if any of their 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 Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof;
- (d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than Thirty (30) days; or
- (f) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (g) if the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in completing for in executing the Contract. For the purpose of this Clause:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Clients, and includes collusive practice among Consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Clients of the benefits of free and open compensation.

2.9.2 Cessation of Rights and Obligations

Upon termination of this contract pursuant to Clause 2.2. or 2.9 hereof, or upon expiration of this contract pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except:

- (i) such rights and obligations as may have accrued on the date of termination or expiration
- (ii) the obligation of confidentiality set forth in Clause 3.3 hereof;
- (iii) the Consultants' obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 3.6 (ii) hereof; and
- (iv) any right which a Party may have under the Applicable Law.

2.9.3 Cessation of Services

Upon termination of this contract by notice pursuant to Clauses 2.9.1 hereof, the consultants shall, immediately upon 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. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by clauses 3.9 or 3.10 hereof.

2.9.4. Payment upon Termination

Upon termination of this contract pursuant to Clauses 2.9.1 hereof, the Client shall make the following payments to the Consultants (after offsetting against these payments any amount that may be due from the Consultant to the Client).

- (a) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the effective date of termination
- (b) reimbursable expenditures pursuant to Clause 6 hereof for expenditure actually incurred prior to the effective date of termination; and

(c) except in the case of termination pursuant to paragraphs (a) through (d) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

2.9.5 Disputes about Events of Termination

If the Consultant disputes whether an event specified in paragraphs (a) through (e) of Clause 2.9.1 hereof has occurred, then the Consultant, may within Thirty (30) days after receipt of notice of termination from the Client, refer the matter to arbitration pursuant to Clause 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

Appendix -1

Form of Sexual Exploitation and Abuse (SEA), and/or Sexual Harassment (SH) Declaration

Date: _____ ICB No.: _____
Alternative No.: _____
Contract Title: _____

to:

we, the undersigned, declare that:

we understand that bids must be supported by a sea and/or sh declaration.

we accept that, if awarded the contract, we, including our subcontractors, are required to comply with the sea/sh prevention and response obligations under the contract, and we further accept that the bank may disqualify us from being awarded a bank-financed contract for a period of two years, if it is determined by dispute avoidance/adjudication board (daab) decision that we:

- (a) have failed to correct non-compliance with identified sae/sh prevention and response obligation; and/or
- (b) were non-compliant with such obligations at the time of an alleged incident,

and, in the event of recourse to the emergency arbitration provisions under the international chamber of commerce arbitration rules, an order to reverse the daab decision is not issued by the emergency arbitrator under the rules.

name of the bidder* _____

name of the person duly authorized to sign the bid on behalf of the bidder** _____

title of the person signing the bid _____

signature of the person named above _____

date signed _____ day of _____, _____

*: in the case of the bid submitted by joint venture specify the name of the joint venture as bidder

** : person signing the bid shall have the power of attorney given by the bidder attached to the bid

[note: in case of a joint venture, the sea and/or sh declaration must be in the name of all members to the joint venture that submits the bid.]

Appendix -2

Fraud and Corruption (Applicable for World Bank funded projects)

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders, (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

Appendix -3

Code of Conduct for Contractor's Personnel (ES) Form

CODE OF CONDUCT FOR CONTRACTOR'S PERSONNEL

We are the Contractor, [enter name of Contractor]. We have signed a contract with [enter name of Employer] for [enter description of the Works]. These Works will be carried out at [enter the Site and other locations where the Works will be carried out]. Our contract requires us to implement measures to address environmental and social risks related to the Works, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Works. It applies to all our staff, laborers and other employees at the Works Site or other places where the Works are being carried out. It also applies to the personnel of each subcontractor and any other personnel assisting us in the execution of the Works. All such persons are referred to as "Contractor's Personnel" and are subject to this Code of Conduct.

This Code of Conduct identifies the behavior that we require from all Contractor's Personnel.

Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

REQUIRED CONDUCT

Contractor's Personnel shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor's Personnel and any other person;
3. maintain a safe working environment including by:
 - a. ensuring that workplaces under each person's control are safe and without risk to health;
 - b. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Contractor's or Employer's Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, and Sexual Exploitation, and Abuse (SEA) and Sexual Harassment (SH);
11. report violations of this Code of Conduct; and

12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the grievance mechanism for Contractor's Personnel or the project's Grievance Redress Mechanism.

RAISING CONCERNS

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [enter name of the Contractor's Social Expert with relevant experience in handling gender-based violence, or if such person is not required under the Contract, another individual designated by the Contractor to handle these matters] in writing at this address [] or by telephone at [] or in person at []; or
2. Call [] to reach the Contractor's hotline (if any) and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by Contractor's Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR CONTRACTOR'S PERSONNEL:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [enter name of Contractor's contact person with relevant experience] requesting an explanation.

Name of Contractor's Personnel: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date: (day month year): _____