

Addendum / Corrigendum I to the RFP

Subject: Appointment of Consultant for “Establishment of Programme Management Unit (PMU) to provide handholding support to Director of Municipal Administration (DMA) for implementation of Swachh Bharat Mission - Urban 2.0 (SBM 2.0) in Tamil Nadu”

S. No	Clause	As given in RFP	To be read as
1	Letter of Invitation: Clause 6: The Submission of Proposals as given in the RFP	<p><u>The Submission of Proposals:</u></p> <p>6.1 The proposals addressed to The Principal Secretary / Chairman & Managing Director, TNUIFSL shall be submitted in three parts, viz., Pre-qualification, Technical and financial and should follow the form given in the "Supplementary Information for Firms."</p> <p>6.2. The “Pre-qualification”, “Technical” and “Financial” proposals must be submitted in three separate sealed envelopes (with respective marking in bold letters) following the formats/schedules given in the Pre-qualification for firms (Annexure-2), supplementary information for firms (Annexure-3). The first envelope marked “Pre-qualification criteria” in one separate cover, viz., Cover-1 must be sealed with sealing wax and initialled twice across the seal. This cover should contain the Earnest Money Deposit (EMD) of Rs. 5,40,000/- in the form of Demand Draft to be taken in the name of “Mission Director SBM, Tamil Nadu, / Director of Municipal Administration” Chennai – 600 028. The EMD of unsuccessful firms will be returned within 45 days of the date</p>	<p><u>The Submission of Proposals:</u></p> <p>6.1 The proposals addressed to The Principal Secretary / Chairman & Managing Director, TNUIFSL shall be submitted in three parts, viz., Pre-qualification, Technical and financial and should follow the form given in the "Supplementary Information for Firms."</p> <p>6.2. The “Pre-qualification”, “Technical” and “Financial” proposals must be submitted in three separate sealed envelopes (with respective marking in bold letters) following the formats/schedules given in the Pre-qualification for firms (Annexure-2), supplementary information for firms (Annexure-3). The first envelope marked “Pre-qualification criteria” in one separate cover, viz., Cover-1 must be sealed with sealing wax and initialled twice across the seal. This cover should contain the Earnest Money Deposit (EMD) of Rs. 5,40,000/- in the form of Demand Draft to be taken in the name of “Mission Director SBM, Tamil Nadu” Chennai – 600 028. The EMD of unsuccessful firms will be returned within 45 days of the date of completion of selection / tender process.</p> <p>6.3 The second envelope, viz., Cover-2 marked "Technical proposal for</p>

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		<p>of completion of selection / tender process.</p> <p>6.3. The second envelope, viz., Cover-2 marked "Technical proposal for the captioned project" must also be sealed and initialled twice across the seal and should contain information required in Annexure 3 viz., supplementary information for firms.</p> <p>6.4. The first and second envelopes <u>should not contain any cost information whatsoever</u>. The third envelope viz., Cover-3 marked "Financial Proposal for the captioned project" must also be sealed and initialled twice across the seal and should contain the detailed price offer for the firms services.</p> <p>You will provide detailed breakdown of costs and fees in the format prescribed in Form 6:</p> <p>The sealed envelopes Cover 1, Cover 2 and Cover3 should again be placed in a separate sealed in one cover, which shall be clearly marked with the name of the assignment and received in the office of the Tamil Nadu Urban Infrastructure Financial Services Limited (TNUIFSL), No. 19, T.P. Scheme Road, Raja Annamalaipuram, Chennai – 600 028, up to 11.00 hours on 18.04.2022.</p> <p>If the cover of proposals is not marked with the name of the assignment indicating the bid submission date and time, the cover will not be opened and returned to the firm unopened treating as "Not Qualified".</p> <p>6.5 <u>Opening of proposal.</u></p>	<p>the captioned project" must also be sealed and initialled twice across the seal and should contain information required in Annexure 3 viz., supplementary information for firms.</p> <p>6.4 The first and second envelopes <u>should not contain any cost information whatsoever</u>. The third envelope viz., Cover-3 marked "Financial Proposal for the captioned project" must also be sealed and initialled twice across the seal and should contain the detailed price offer for the firms services.</p> <p>You will provide detailed breakdown of costs and fees in the format prescribed in Form 6:</p> <p>The sealed envelopes Cover 1, Cover 2 and Cover3 should again be placed in a separate sealed in one cover, which shall be clearly marked with the name of the assignment and received in the office of the Tamil Nadu Urban Infrastructure Financial Services Limited (TNUIFSL), No. 19, T.P. Scheme Road, Raja Annamalaipuram, Chennai – 600 028, up to 11.00 hours on 25.04.2022.</p> <p>If the cover of proposals is not marked with the name of the assignment indicating the bid submission date and time, the cover will not be opened and returned to the firm unopened treating as "Not Qualified".</p> <p>6.5 <u>Opening of proposal.</u></p> <p>The proposals (first envelope (cover 1) containing pre-qualification criteria only) will be opened by the Managing Director, TNUIFSL</p>

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		<p>The proposals (first envelope (cover 1) containing pre-qualification criteria only) will be opened by the Managing Director, TNUIFSL or his authorized representative in its office at 11.30 hours on 18.04.2022. It may please be noted that the second envelope containing the technical proposal will not be opened until pre-qualification criteria is evaluated, and detailed price offer will not be opened until technical evaluation has been completed and the result approved and notified to all firms.</p>	<p>or his authorized representative in its office at 11.30 hours on 25.04.2022. It may please be noted that the second envelope containing the technical proposal will not be opened until pre-qualification criteria is evaluated, and detailed price offer will not be opened until technical evaluation has been completed and the result approved and notified to all firms.</p>
2	<p>Letter of Invitation: Clause 7: Evaluation, as given in the RFP</p>	<p><u>Evaluation</u></p> <p>7.1 A three-stage procedure will be adopted in evaluating the proposals:</p> <ul style="list-style-type: none"> i) a pre-qualification of firms will be verified, which will be carried out prior to opening of technical proposal (as per Annexure 2) ii) a technical evaluation of the pre-qualified firms, which will be carried out prior to opening any financial proposal. iii) a Financial evaluation <p>7.2 Pre-qualification</p> <p>Firms who have the following qualifications may submit the proposal along with necessary proof (<i>Assignment along with client certificate will only be considered for evaluation</i>)–</p> <ul style="list-style-type: none"> (i) The Consultant shall be an entity incorporated under 	<p><u>7. Evaluation</u></p> <p>7.1 A three stage procedure will be adopted in evaluating the proposals:</p> <ul style="list-style-type: none"> i. A pre-qualification of firms will be verified, which will be carried out prior to opening of technical proposal (as per Annexure 2) ii. a technical evaluation of the pre-qualified firms will be carried out based on the CVs of the Key Personnel proposed and presentation before High Level Committee prior to opening of the financial proposals. iii. Financial evaluation of the technically qualified firms <p>7.2 Pre-qualification – (Cover 1)</p> <p>Firms who have the following qualifications may submit the proposal along with necessary proof (<i>Assignment along with client certificate duly attested by a Notary Public will only be considered for evaluation</i>)–</p> <ul style="list-style-type: none"> (i) The Consultant firm shall be an entity incorporated under the Indian

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		<p>the Indian Companies Act 1956/2013 or the Consultant should be a firm/LLP and should submit registration /incorporation under the governing legislation. The Consultant shall be required to submit a true copy of its Incorporation Certificate along with the Proposal.</p> <p>(ii) Consultant must have a valid Goods and Service Tax registration in India. The Consultant shall be required to submit relevant proof along with the Proposal.</p> <p>(iii) The applying firm should not have been sanctioned / blacklisted during the past 5 years (even if the sanction / blacklist was subsequently withdrawn) by any government / quasi government agency or any Multi-Lateral Donor Body (World Bank, ADB, JICA, KfW, etc.). Please attach a self-declaration stating the above.</p> <p>(iv) Experience in working as State Mission Management Unit / Programme Management Unit (PMU) for a minimum period of <i>three</i> years in Swachh Bharath Mission / Smart Cities Mission / AMRUT (<i>experience of lead member only will be considered if the experience is in the form of JV/Consortium</i>).</p> <p>(v) The consultant shall have average annual turnover of at least Rs. 25 (Twenty Fifty) Crores in last 3 (three) Financial Years. (2018-19, 2019-20 & 2020-21). The Firm must ensure that they submit the evidence of eligibility criteria on turnover & positive net worth for</p>	<p>Companies Act 1956/2013 or the Consultant should be a firm/LLP and should submit registration /incorporation under the governing legislation. The Consultant shall be required to submit a true copy of its Incorporation Certificate along with the Proposal (<i>duly attested by a Notary Public</i>).</p> <p>(ii) Consultant firm must have a valid Goods and Service Tax registration in India. The Consultant shall be required to submit relevant proof along with the Pre-Proposal (<i>duly attested by a Notary Public</i>).</p> <p>(iii) The applying firm should not have been sanctioned / blacklisted during the past 5 years (even if the sanction / blacklist was subsequently withdrawn) by any government / quasi government agency or any Multi-Lateral Donor Body (World Bank, ADB, JICA, KfW, etc.). Please attach a self-declaration stating the above.</p> <p>(iv) Experience in Project Management Unit / Project Management Consultancy / Construction Management and Supervision Consultancy in Swachh Bharath Mission / Smart Cities Mission / AMRUT / under any State Government - Departments / under takings / Board / Authority (ies) and or / Government of India - Departments / under takings / Board / Authority (ies) in two completed projects in last 10 years with a minimum assignment value of Rs.100 lakhs in a single work order. Experience in any JV/Consortium will not be considered (duly attested by a Notary Public).</p> <p>(v) The consultant shall have average annual turnover of at least 20 (Twenty) Crores in last 3 (three) Financial Years. (2018-19, 2019-20 & 2020-21). The Firm must ensure that they submit the evidence of eligibility criteria on turnover & positive net worth for above three</p>

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		<p>above three financial years (2018-19, 2019-20& 2020-21) in the form of audited financial statements signed by Chartered Accountant for the last 3 (three) Financial Years. (2018-19, 2019-20& 2020-21). Audited financials shall be submitted as proof in the last three financial years as per the format attached – Annexure – 2 D.</p> <p>(vi) Covers without EMD will be treated as non-responsive and will be disqualified.</p> <p><i>It should be noted that “assignment along with client certificate will only be considered for evaluation”.</i></p> <p>Note: Covers without EMD will be treated as non-responsive and will be disqualified. Conditional Tender will be rejected summarily.</p> <p>Only proposals of firms determined to be qualified <u>will be considered for technical and financial evaluation. The technical and price envelopes of others will not be considered and returned unopened after completing the selection process.</u></p> <p>7.3 <u>Technical Proposal</u></p> <p>The evaluation committee appointed by the Client will carry out its evaluation of pre-qualified firms’ technical proposal applying the evaluation criteria and point system specified below. Each responsive proposal will be attributed a technical score (St).</p>	<p>financial years (2018-19, 2019-20& 2020-21) in the form of audited financial statements signed by Chartered Accountant for the last 3 (three) Financial Years. (2018-19, 2019-20& 2020-21). Audited financials shall be submitted as proof in the last three financial years as per the format attached – Annexure – 2 D.</p> <p>(vi) Covers without EMD will be treated as non-responsive and will be disqualified.</p> <p><i>It should be noted that “assignment along with client certificates only be considered for evaluation”. Client certificates without attested by a Notary Public will be treated as non-responsive and will be disqualified.</i></p> <p>Note: Covers without EMD will be treated as non-responsive and will be disqualified. (In the case exemption certificate for EMD available from MSME for consultancy sector, will be considered. Necessary validity proof shall be attached, duly attested by a Notary Public). Conditional Tender will be rejected summarily.</p> <p>Only proposals of firms determined to be qualified <u>will be considered for technical and financial evaluation. The technical and price envelopes of others will not be considered and returned unopened after completing the selection process.</u></p> <p>7.3 <u>Technical Proposal – (Cover -2)</u> 7.3.1. Technical evaluation of the pre-qualified firms:</p> <p>The evaluation committee to be constituted by the Client will carry out its evaluation of pre-qualified firms (under clause 7.2), technical proposal will be evaluated in two parts: Part A - Capability, Experience and</p>

S. No	Clause	As given in RFP				To be read as																													
		<table border="1"> <thead> <tr> <th data-bbox="456 277 510 357">S. No</th> <th data-bbox="510 277 911 357">Details of experience</th> <th data-bbox="911 277 1023 357">Sub criteria</th> <th data-bbox="1023 277 1155 357">Score</th> </tr> </thead> <tbody> <tr> <td data-bbox="456 357 510 1023">1</td> <td data-bbox="510 357 911 1023"> <p>Experience of working as State Mission Management Unit (SMMU) / Programme Management Unit (PMU) for Swachh Bharath Mission / Smart Cities Mission /AMRUT (3 X 10 marks each)</p> <p>On completion of two years – 5 Marks On completion of three years -7 marks On completion of four years and above – 10 Marks <i>(Attach LoA / Agreement / completion / performance certificate)</i></p> </td> <td data-bbox="911 357 1023 1023"></td> <td data-bbox="1023 357 1155 1023">30 Marks</td> </tr> <tr> <td data-bbox="456 1023 510 1201">2</td> <td data-bbox="510 1023 911 1201"> <p>Capability, Experience and Qualifications of key personnel as per tender requirements</p> </td> <td data-bbox="911 1023 1023 1201"></td> <td data-bbox="1023 1023 1155 1201">70 Marks</td> </tr> <tr> <td data-bbox="456 1201 510 1374">2.1</td> <td data-bbox="510 1201 911 1374"> <p>Solid Waste Management Expert – 1 – (A Postgraduate in Civil/Environmental/Structural Engineering with about 10 years’</p> </td> <td data-bbox="911 1201 1023 1374">12 Marks</td> <td data-bbox="1023 1201 1155 1374"></td> </tr> </tbody> </table>	S. No	Details of experience	Sub criteria	Score	1	<p>Experience of working as State Mission Management Unit (SMMU) / Programme Management Unit (PMU) for Swachh Bharath Mission / Smart Cities Mission /AMRUT (3 X 10 marks each)</p> <p>On completion of two years – 5 Marks On completion of three years -7 marks On completion of four years and above – 10 Marks <i>(Attach LoA / Agreement / completion / performance certificate)</i></p>		30 Marks	2	<p>Capability, Experience and Qualifications of key personnel as per tender requirements</p>		70 Marks	2.1	<p>Solid Waste Management Expert – 1 – (A Postgraduate in Civil/Environmental/Structural Engineering with about 10 years’</p>	12 Marks		<p>Qualifications of key personnel as per tender requirements and Part B – Based on the presentation before High Level Committee (HLC) by the key personnel applying the evaluation criteria and point system specified below. Each responsive proposal will be attributed a technical score.</p> <table border="1"> <thead> <tr> <th data-bbox="1249 459 1361 544">S. No</th> <th data-bbox="1361 459 1839 544">Details of experience</th> <th data-bbox="1839 459 1989 544">Sub criteria</th> <th data-bbox="1989 459 2116 544">Score</th> </tr> </thead> <tbody> <tr> <td data-bbox="1249 544 1361 671"></td> <td data-bbox="1361 544 1839 671"> <p>Part A: Capability, Experience and Qualifications of key personnel as per tender requirements</p> </td> <td data-bbox="1839 544 1989 671"></td> <td data-bbox="1989 544 2116 671">75 Marks</td> </tr> <tr> <td data-bbox="1249 671 1361 1082">1</td> <td data-bbox="1361 671 1839 1082"> <p>Solid Waste Management Expert – 1 – (A Postgraduate in Civil/Environmental/Structural Engineering with about 10 years’ experience in Solid Waste Management and similar assignment)</p> <p>a. Education qualification: 4 marks b. 10 to 12 years experience: 6 marks c. Above 12 years experience 8 marks</p> </td> <td data-bbox="1839 671 1989 1082">12 Marks</td> <td data-bbox="1989 671 2116 1082"></td> </tr> <tr> <td data-bbox="1249 1082 1361 1374">2</td> <td data-bbox="1361 1082 1839 1374"> <p>Solid Waste Management Expert – 2 – (A Postgraduate in Civil/Environmental/Structural Engineering with about 10 years’ experience in Solid Waste Management and similar assignment)</p> <p>a. Education qualification: 4 marks</p> </td> <td data-bbox="1839 1082 1989 1374">12 Marks</td> <td data-bbox="1989 1082 2116 1374"></td> </tr> </tbody> </table>	S. No	Details of experience	Sub criteria	Score		<p>Part A: Capability, Experience and Qualifications of key personnel as per tender requirements</p>		75 Marks	1	<p>Solid Waste Management Expert – 1 – (A Postgraduate in Civil/Environmental/Structural Engineering with about 10 years’ experience in Solid Waste Management and similar assignment)</p> <p>a. Education qualification: 4 marks b. 10 to 12 years experience: 6 marks c. Above 12 years experience 8 marks</p>	12 Marks		2	<p>Solid Waste Management Expert – 2 – (A Postgraduate in Civil/Environmental/Structural Engineering with about 10 years’ experience in Solid Waste Management and similar assignment)</p> <p>a. Education qualification: 4 marks</p>	12 Marks	
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	<p>Part A: Capability, Experience and Qualifications of key personnel as per tender requirements</p>		75 Marks																																
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2	<p>Solid Waste Management Expert – 2 – (A Postgraduate in Civil/Environmental/Structural Engineering with about 10 years’ experience in Solid Waste Management and similar assignment)</p> <p>a. Education qualification: 4 marks</p>	12 Marks																																	

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		<p>experience in Solid Waste Management and similar assignment)</p> <p>a. Education qualification: 4 marks</p> <p>b. About 10 years' experience: 6 marks</p> <p>c. Above 10 years' experience 8 marks</p>			<p>b. 10 to 12 years experience: 6 marks</p> <p>c. Above 12 years experience 8 marks</p>	
		<p>2.2 Solid Waste Management Expert – 2 – (A Postgraduate in Civil/Environmental/Structural Engineering with about 10 years' experience in Solid Waste Management and similar assignment)</p> <p>a. Education qualification: 4 marks</p> <p>b. About 10 years' experience: 6 marks</p> <p>c. Above 10 years' experience 8 marks</p>	12 Marks		<p>3 Used Water Management Expert (A Postgraduate in Civil/Environmental/Structural Engineering with 10 years' experience in Liquid Waste Management and similar assignment)</p> <p>a. Education qualification: 4 marks</p> <p>b. 10 to 12 years experience: 6 marks</p> <p>c. Above 12 years experience 8 marks</p>	12 Marks
		<p>2.3 Used Water Management Expert (A Postgraduate in Civil/Environmental/Structural Engineering with 10 years' experience in Liquid Waste Management and similar</p>	12 Marks		<p>4 Procurement Expert - (Graduation in Civil Engineering & planning with 7 years' experience in procurement and project preparation and management or experience in Solid waste /Liquid waste related works)</p> <p>a. Education qualification: 3 marks</p> <p>b. 7 to 8 Years experience: 2 marks</p> <p>c. Above 8 years experience: 4 marks</p>	7 Marks
					<p>5 Expert for Monitoring and Evaluation</p>	7 Marks

S. No	Clause	As given in RFP			To be read as				
			assignment) a. Education qualification: 4 marks b. About 10 years' experience: 6 marks c. Above 10 years' experience 8 marks				(Master's degree in environmental/Civil/Structural Engineering with min 7 years' experience of working in Solid Waste Management / Sewerage / Water Supply projects. the development areas.) a. Education qualification: 3 marks b. 7 to 8 years experience: 2 marks c. Above 8 years experience: 4 marks		
		2.4	Procurement Expert (Graduation in Civil Engineering & planning with 7 years' experience in procurement and project preparation and management or experience in Solid waste /Liquid waste related works) a. Education qualification: 3 marks b. About7 years' experience: 2 marks c. Above7 years' experience: 3 marks	6 Marks		6	Documentation Specialist - (Engineering degree with 7 years' experience in documentation works related to solid / liquid waste management) a. Education qualification: 2 marks b. 7 to 8 years experience: 2 marks c. Above 8 years experience: 3 marks	5 Marks	
		2.5	Expert for Monitoring and Evaluation (Master's degree in environmental/Civil/Structural Engineering with min 7 years' experience of working in Solid Waste Management / Sewerage / Water Supply projects .the development areas.) a. Education qualification: 2 marks	5 Marks		7	Information Technology/ Management Information System Expert – 1 - (Any Degree with min 5 years' experience IT/data base management) [programming, data base management, MIS dynamic reporting and well versed with digital	4 Marks	

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			<ul style="list-style-type: none"> b. About 7 years' experience: 2 marks c. Above 7 years' experience: 3 marks 				<p>tools. Should have experience of working in PMU / PMC in GoI or any State Government Departments / Authorities / Board]</p> <ul style="list-style-type: none"> a. Education qualification: 2 marks b. 5 to 6 years experience: 1 marks c. Above 6 years experience: 2 marks 			
		2.6	<p>Documentation Specialist (Engineering degree with 7 years' experience in documentation works related to solid / liquid waste management)</p> <ul style="list-style-type: none"> a. Education qualification: 2 marks b. About 7 years' experience: 2 marks c. Above 7 years' experience: 3 marks 	5 Marks						
		2.7	<p>Information Technology/ Management Information System Expert (Any Degree with min 5 years' experience IT/data base management)</p> <ul style="list-style-type: none"> a. Education qualification: 2 marks b. About 7 years' experience: 1 marks c. Above 7 years' experience: 2 marks 	4 Marks			8	<p>Information Technology/ Management Information System Expert – 2 - (Any Degree with min 5 years' experience IT/data base management) [programming, data base management, MIS dynamic reporting and well versed with digital tools. Should have experience of working in PMU / PMC in GoI or any State Government Departments / Authorities / Board]</p> <ul style="list-style-type: none"> a. Education qualification: 2 marks b. 5 to 6 years experience: 1 marks c. Above 6 years experience: 2 marks 	4 Marks	
		2.8	<p>Information Technology/</p>	4 Marks			9	<p>Capacity Building Expert (Postgraduate in Social Science/Social Work (MSW) /Environmental science with 5 years' experience in imparting</p>	6 Marks	

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		<p>Management Information System Expert (Any Degree with min 5 years' experience IT/data base management)</p> <p>d. Education qualification: 2 marks</p> <p>e. About 7 years' experience: 1 marks</p> <p>f. Above 7 years' experience: 2 marks</p>			<p>Training Programmes, preparation of training materials (Tamil & English), Exposure visit, workshops, seminars, behavior change communication (BCC) etc)</p> <p>a. Education qualification: 3 marks</p> <p>b. 5 to 6 years experience: 2 marks</p> <p>c. Above 6 years' experience: 3 marks</p>		
		<p>2.9 Capacity Building Expert (Postgraduate in Social Science/Social Work (MSW) /Environmental science with 5 years' experience in imparting Training Programmes, preparation of training materials (Tamil & English), Exposure visit, workshops, seminars, behavior change communication (BCC) etc)</p> <p>a. Education qualification: 2 marks</p> <p>b. About 7 years' experience: 2 marks</p> <p>c. Above 7 years' experience: 3 marks</p>	5 Marks		<p>10 Information, Education and Communication (IEC) Expert - (Postgraduate in Social Science /Social Work (MSW) with 5 years' experience in imparting Training Programmes, preparation of training materials (Tamil & English), Exposure visit, workshops, seminars etc)</p> <p>a. Education qualification: 3 marks</p> <p>b. 5 to 6 years experience: 2 marks</p> <p>c. Above 6 years experience: 3 marks</p>	6 Marks	
		<p>2.10 Information, Education and Communication (IEC) Expert (Postgraduate in Social Science</p>	5 Marks		<p>Total A</p>		75

Curriculum vitae of the above Key personnel for assessing the qualifications and experience of the personnel proposed to be deployed should be included with the proposal (in the format of the sample curriculum vitae as prescribed in the Form F-5).

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		<table border="1" data-bbox="456 276 1155 762"> <tr> <td data-bbox="456 276 911 715"> /Social Work (MSW) with 5 years' experience in imparting Training Programmes, preparation of training materials (Tamil & English), Exposure visit, workshops, seminars etc) a. Education qualification: 2 marks b. About7 years' experience: 2 marks c. Above7 years' experience: 3 marks </td> <td data-bbox="911 276 1021 715"></td> <td data-bbox="1021 276 1155 715"></td> </tr> <tr> <td data-bbox="456 715 911 762">Total</td> <td data-bbox="911 715 1021 762"></td> <td data-bbox="1021 715 1155 762">100</td> </tr> </table> <p data-bbox="432 807 1229 943">Curriculum vitae of senior personnel in each discipline for assessing the qualifications and experience of the personnel proposed to be deployed for the studies should be included with the proposal (in the format of the sample curriculum vitae).</p> <p data-bbox="432 986 1229 1305">Quality and competence of the consulting service shall be considered as the paramount requirement. Technical proposals scoring not less than 75% of the total points will only be considered for financial evaluation. The price envelopes of others will not be considered and returned unopened after completing the selection process. The client shall notify the consultants, results of the technical evaluation and invite those who have secured the minimum qualifying mark for opening of the financial proposals indicating the date and time.</p> <p data-bbox="432 1348 1229 1383">The key experts proposed shall be full time for this assignment</p>	/Social Work (MSW) with 5 years' experience in imparting Training Programmes, preparation of training materials (Tamil & English), Exposure visit, workshops, seminars etc) a. Education qualification: 2 marks b. About7 years' experience: 2 marks c. Above7 years' experience: 3 marks			Total		100	<p data-bbox="1240 280 2132 347">For all key personnel from S.No.1 to 10, proficiency in Tamil language is essential it shall be exhibited in CV as per the Form F-5.</p> <p data-bbox="1240 391 2132 458">Part B - Presentation before High Level Committee (HLC) to be constituted by Client: 25 marks</p> <p data-bbox="1240 501 2132 636">The firm along with the following key personnel has to make a power point presentation before HLC about their sectoral / professional experience, methodology and understanding of the project / assignment as detailed below:</p> <table border="1" data-bbox="1249 671 2101 1217"> <thead> <tr> <th data-bbox="1249 671 1359 722">S. No</th> <th data-bbox="1359 671 1966 722">Team member</th> <th data-bbox="1966 671 2101 722">Score</th> </tr> </thead> <tbody> <tr> <td data-bbox="1249 722 1359 774">1</td> <td data-bbox="1359 722 1966 774">Solid Waste Management Expert – 1</td> <td data-bbox="1966 722 2101 774">5</td> </tr> <tr> <td data-bbox="1249 774 1359 825">2</td> <td data-bbox="1359 774 1966 825">Solid Waste Management Expert – 2</td> <td data-bbox="1966 774 2101 825">5</td> </tr> <tr> <td data-bbox="1249 825 1359 876">3</td> <td data-bbox="1359 825 1966 876">Used Water Management Expert</td> <td data-bbox="1966 825 2101 876">5</td> </tr> <tr> <td data-bbox="1249 876 1359 968">4</td> <td data-bbox="1359 876 1966 968">Information Technology/ Management Information System Expert - 1</td> <td data-bbox="1966 876 2101 968">4</td> </tr> <tr> <td data-bbox="1249 968 1359 1019">5</td> <td data-bbox="1359 968 1966 1019">Capacity Building Expert</td> <td data-bbox="1966 968 2101 1019">3</td> </tr> <tr> <td data-bbox="1249 1019 1359 1112">6</td> <td data-bbox="1359 1019 1966 1112">Information, Education and Communication (IEC) Expert</td> <td data-bbox="1966 1019 2101 1112">3</td> </tr> <tr> <td colspan="2" data-bbox="1249 1112 1966 1163">Total - B</td> <td data-bbox="1966 1112 2101 1163">25</td> </tr> <tr> <td colspan="2" data-bbox="1249 1163 1966 1217">Total – C (A +B)</td> <td data-bbox="1966 1163 2101 1217">100</td> </tr> </tbody> </table> <p data-bbox="1240 1259 2132 1361">The high-level committee to be constituted by the Client will carry out its technical assessment of the team applying the evaluation criteria and point system specified above.</p>	S. No	Team member	Score	1	Solid Waste Management Expert – 1	5	2	Solid Waste Management Expert – 2	5	3	Used Water Management Expert	5	4	Information Technology/ Management Information System Expert - 1	4	5	Capacity Building Expert	3	6	Information, Education and Communication (IEC) Expert	3	Total - B		25	Total – C (A +B)		100
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S. No	Clause	As given in RFP	To be read as
		<p>only.</p> <p>Approval of Personnel: The Key Personnel listed by title as well as by name in tender documents are hereby approved by the Client. In respect of other Personnel which the Consultant proposes to use in carrying out of the services, the Consultant shall submit to the Client for review and approval a copy of their Curriculum Vitae (CVs).</p> <p>Removal and / or Replacement of Personnel:</p> <p>a) expect as the Client may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications and experience.</p> <p>b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, to (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client written request specifying the grounds therefore, for with provide as a replacement a person with qualifications and experience acceptable to the Client”.</p> <p>c) Any of the Personnel provided as a replacement under Clauses a) and b) above, the rate of remuneration applicable to a replacement person will be same as per the agreement. Also (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and / or</p>	<p>Quality and competence of the consulting service shall be considered as one of the basic requirements. Technical proposals scoring not less than 75% of the total points on the Part A and Part B will only be considered for financial evaluation.</p> <p>The price envelopes of others will not be considered and returned unopened after completing the selection process. The client shall notify the consultants, results of the technical evaluation and invite those who have secured the minimum qualifying mark for opening of the financial proposals indicating the date and time.</p> <p>7.4 Financial Proposal (Cover 3)</p> <p>7.4.1 Opening:</p> <p>The financial proposal shall be opened in the presence of the firms’ representatives who choose to attend. The name of the firm, the quality scores and the proposed prices shall be read out and recorded. The client shall prepare minutes of bid opening.</p> <p>7.4.2 Evaluation:</p> <p>The evaluation committee will determine if the financial proposals are complete in accordance with ToR. The quoted price shall be corrected for arithmetical errors in accordance with Tender Transparency Rules 2000 and as amended there on.</p> <p>The lowest financial proposal (Fm) will be given a financial score</p>

S. No	Clause	As given in RFP	To be read as
		<p>replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been to the Personnel replaced.</p> <p>7.4 <u>Financial Proposal</u></p> <p>7.4.1 Opening: The financial proposal shall be opened in the presence of the firms' representatives who choose to attend. The name of the firm, the quality scores and the proposed prices shall be read out and recorded. The client shall prepare minutes of bid opening.</p> <p>7.4.2 Evaluation: The evaluation committee will determine if the financial proposals are complete in accordance with ToR. The quoted price shall be corrected for arithmetical errors in accordance with Tender Transparency Rules 2000 and as amended there on. The evaluation committee will determine if the financial proposals are complete and without computational errors. The evaluation shall exclude taxes. The lowest financial proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores of all the proposals will be computed as follows: $Sf = 100 \times Fm/F$ (F - amount of financial proposal). Proposals will finally be ranked according to their combined technical (St) and financial (Sf) scores using a weight of 75% for technical proposal and 25% for financial proposal. $S = St \times 0.75 + Sf \times 0.25$ The Firm securing the highest score will be invited for negotiations.</p>	<p>(Sf) of 100 points. The financial scores of all the proposals will be computed as follows: $Sf = 100 \times Fm/F$ (F - amount of financial proposal).</p> <p>Proposals will finally be ranked according to their combined technical (St) & and financial (Sf) scores using a weight of 50% for technical proposal and 25% for financial proposal. 50% weightage on the marks secured under clause 7.3.1 (Stp) + 25% weightage under clause 7.3.2 (Sta)+ 25 % weightage for financial proposal (Sf).</p> <p>$S = St \times 0.75 + Sf \times 0.25$ $S = Stp \times 0.50 + Sta \times 0.25 + Sf \times 0.25$</p> <p>The Firm securing the highest score will be invited for negotiations.</p>
3	Letter of	10. Please note that the DMA / TNUIFSL are not bound to select	10. Please note that the Client are not bound to select any of the firms

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	Invitation: Clause 10: Evaluation, as given in the RFP	any of the firms submitting proposals. Further, as quality is the principal selection criterion, the DMA / TNUIFSL does not bind itself in any way to select the firm offering the lowest price.	submitting proposals. Further, as quality is the principal selection criterion, the CLIENT does not bind itself in any way to select the firm offering the lowest price.
4	Letter of Invitation: Clause 11: Evaluation, as given in the RFP	11. The selected firm shall not disclose any information / data to others without the written permission of the DMA / TNUIFSL.	11.The selected firm shall not disclose any information / data to others without the written permission of the CLIENT.
5	Letter of Invitation: Clause 12: Evaluation, as given in the RFP	12. You are requested to hold your proposal valid for 90 days from the date of submission without changing the personnel proposed for the assignment and your proposed price. The DMA / TNUIFSL will make its best efforts to select a firm within this period	12.You are requested to hold your proposal valid for 90 days from the date of submission without changing the personnel proposed for the assignment and your proposed price. The CLIENT will make its best efforts to select a firm within this period.
6	Letter of Invitation: Clause 13: Evaluation, as given in the RFP	13. Please note that the cost of preparing a proposal and of negotiating a contract including visits to DMA / TNUIFSL, if any is not reimbursable as a direct cost of the assignment.	13.Please note that the cost of preparing a proposal and of negotiating a contract including visits to CLIENT, if any is not reimbursable as a direct cost of the assignment.
7	Letter of Invitation: Clause 14: Evaluation, as given in the RFP	14. Assuming that the contract can be satisfactorily concluded in March 2022 / April 2022, you will be expected to take-up / commence with the assignment in March 2022 / April 2022.	14.Assuming that the contract can be satisfactorily concluded in May 2022, you will be expected to take-up / commence with the assignment in May 2022.

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8	Letter of Invitation: Clause 21: Evaluation, as given in the RFP	21. It is estimated that about 384 man-months for key experts of services will be required for the study and generally you should base your financial proposal on this figure. However, you should feel free to submit the proposal on the basis of man-months considered necessary by you to undertake the assignment. Stagewise payments shall be paid as per the RFP terms and conditions to the successful consultants shall be made by DMA.	21. It is estimated that about 480 man-months for key experts and 144 man month for support staff of services will be required for the study and generally you should base your financial proposal on this figure. Monthly payments shall be paid as per the RFP terms and conditions to the successful consultants shall be made by the Mission Director, SBM (U), 2.0, Chennai.
9	Letter of Invitation: Clause 25: Evaluation, as given in the RFP	25. DMA reserves the right to postpone / cancel this RFP at any point of time without assigning any reason, whatsoever	25. Mission Director, SBM, 2.0 / DMA reserves the right to postpone / cancel this RFP at any point of time without assigning any reason, whatsoever
10	Letter of Invitation:		27. The key experts proposed shall be full time for this assignment only.
11	Letter of Invitation:		<p>28. Removal and / or Replacement of Personnel:</p> <p>a) expect as the Client may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications and experience.</p> <p>b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, to (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client written request</p>

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			<p>specifying the grounds therefore, for with provide as a replacement a person with qualifications and experience acceptable to the Client”.</p> <p>c) Any of the Personnel provided as a replacement under Clauses a) and b) above, the rate of remuneration applicable to a replacement person will be same as per the agreement. Also (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and / or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been to the Personnel replaced.</p>
12	Letter of Invitation: Clause 27: Evaluation, as given in the RFP	<p>27. SETTLEMENT OF DISPUTES</p> <p>27.1 Amicable Settlement The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.</p> <p>27.2 Miscellaneous. In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in Chennai.</p> <p>(b) the English language shall be the official language for all purposes; and</p> <p>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in a court of competent jurisdiction (Chennai), and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>	<p>29. SETTLEMENT OF DISPUTES</p> <p>29.1 Amicable Settlement The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.</p> <p>29.2 Miscellaneous. In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in Chennai.</p> <p>(b) the English language shall be the official language for all purposes; and</p> <p>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in a court of competent jurisdiction (Chennai), and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>
13	Letter of	28. This Contract may be terminated by either Party as per	30. This Contract may be terminated by either Party as per provisions set

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	<p>Invitation: Clause 28: Evaluation, as given in the RFP</p>	<p>provisions set up below:</p> <p>a. By the Client</p> <p>The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):</p> <p>(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;</p> <p>(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;</p> <p>(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings;</p> <p>(d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;</p> <p>(e) If the Client, in its sole discretion and for any reason</p>	<p>up below:</p> <p>a. By the Client</p> <p>The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (14) calendar days' written notice in case of the event referred to in (f):</p> <p>(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;</p> <p>(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;</p> <p>(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings;</p> <p>(d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;</p> <p>(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;</p>

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		<p>whatsoever, decides to terminate this Contract;</p> <p>(f) If the Consultant fails to confirm availability of Key Experts as required as per ToR. Furthermore, if the Client determines that the Consultant has engaged in Fraud and Corruption in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.</p> <p>b. By the Consultant</p> <p>The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.</p> <p>(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.</p> <p>(b)If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.</p> <p>(c)If the Client fails to comply with any final decision reached as a result of arbitration.</p> <p>(d)If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have</p>	<p>(f) If the Consultant fails to confirm availability of Key Experts as required as per ToR. Furthermore, if the Client determines that the Consultant has engaged in Fraud and Corruption in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.</p> <p>b. By the Consultant</p> <p>The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.</p> <p>(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.</p> <p>(b)If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.</p> <p>(c)If the Client fails to comply with any final decision reached as a result of arbitration.</p> <p>(d)If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.</p>

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		<p>subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.</p> <p>c. Cessation of Services:</p> <p>Upon termination of this Contract by notice of either Party to the other, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. Upon termination of this Contract, the Client shall make the payments to the Consultant: for Services satisfactorily performed prior to the effective date of termination</p>	<p>c. Cessation of Services:</p> <p>Upon termination of this Contract by notice of either Party to the other, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. Upon termination of this Contract, the Client shall make the payments to the Consultant: for Services satisfactorily performed prior to the effective date of termination</p>
14	<p>Letter of Invitation: Clause 29: Evaluation, as given in the RFP</p>	<p>29. Force Majeure:</p> <p>a Definition: For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.</p> <p>Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both</p>	<p>31. Force Majeure:</p> <p>a. Definition: For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.</p> <p>Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the</p>

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		<p>take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.</p> <p>Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p> <p>b. No Breach of Contract: The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.</p> <p>c. Measures to be Taken: A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>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</p>	<p>carrying out of its obligations hereunder.</p> <p>Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p> <p>b. No Breach of Contract: The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.</p> <p>c. Measures to be Taken: A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force</p>

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		<p>action as a result of Force Majeure.</p> <p>During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:</p> <p>(a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or</p> <p>(b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.</p> <p>In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 27.</p> <p>Suspension: The Client may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.</p>	<p>Majeure.</p> <p>During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:</p> <p>(a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or</p> <p>(b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.</p> <p>In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 29.</p> <p>Suspension: The Client may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.</p>
15	Letter of Invitation: Clause 32:	32. The Bidders shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiations, visits to	34. The Bidders shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiations, visits to DMA, will Project site

S. No	Clause	As given in RFP	To be read as
	Evaluation, as given in the RFP	DMA, will Project site etc. DMA / TNUIFSL not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.	etc. CLIENT not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.
16	Letter of Invitation: Clause 36: Evaluation, as given in the RFP	<p>36. Conflict of Interest:</p> <p>A. The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Authority's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.</p> <p>B. The Consultant has an obligation to disclose to the Authority any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Authority. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Agreement.</p> <p>C. Without limitation on the generality of the foregoing, and unless stated otherwise given in writing, the Consultant shall not be hired under the circumstances set forth below:</p> <p>i. Conflicting activities: Conflict between consulting activities and procurement of goods, works or non-consulting services - a firm that has been engaged by the Authority to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its</p>	<p>38. Conflict of Interest:</p> <p>A. The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Authority's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.</p> <p>B. The Consultant has an obligation to disclose to the Authority any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Authority. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Agreement.</p> <p>C. Without limitation on the generality of the foregoing, and unless stated otherwise given in writing, the Consultant shall not be hired under the circumstances set forth below:</p> <p>i. Conflicting activities: Conflict between consulting activities and procurement of goods, works or non-consulting services - a firm that has been engaged by the Authority to provide goods, works, or non-consulting services for a project, or any of its Affiliates <i>in India</i>, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its</p>

S. No	Clause	As given in RFP	To be read as
		<p>Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.</p> <p>ii. Conflicting assignments: Conflict among consulting assignments: Consultant or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the Authority.</p> <p>iii. Conflicting relationships: Relationship with the Authority's staff: Consultant (including its Experts) that has a close business or family relationship with a professional staff of the Authority (or of implementing department officials) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Authority throughout the selection process and the execution of the Contract.</p> <p>D. Test of responsiveness:</p> <p>i. Pre-qualification Proposal along with EMD – Cover – 1 (Signed and sealed copy of the RFP, Pre-proposal Minutes of the Meeting, Addendums issued, etc., shall be submitted as part of Cover 1, without any financials& Soft copy of the Pre-qualification proposal)</p> <p>ii. Technical Proposal – Cover – 2</p> <p>iii Financial Proposal – Cover – 3</p> <p>iv. All the pages of above proposals (addendums / corrigendum issued, if any) shall be duly sealed and signed by the bidders authorized representative as part of the Pre-qualification proposal</p>	<p>Affiliates <i>in India</i>, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.</p> <p>ii. Conflicting assignments: Conflict among consulting assignments: Consultant or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the Authority.</p> <p>iii. Conflicting relationships: Relationship with the Authority's staff: Consultant (including its Experts) that has a close business or family relationship with a professional staff of the Authority (or of implementing department officials) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Authority throughout the selection process and the execution of the Contract.</p> <p>D. Test of responsiveness:</p> <p>i. Pre-qualification Proposal along with EMD – Cover – 1 (Signed and sealed copy of the RFP, Pre-proposal Minutes of the Meeting, Addendums issued, etc., shall be submitted as part of Cover 1, without any financials& Soft copy of the Pre-qualification proposal)</p>

S. No	Clause	As given in RFP	To be read as
		<p>– Cover-1.</p> <p>Note: The proposals shall be submitted in the Office of Tamil Nadu Urban Infrastructure Financial Services Limited, (TNUIFSL), No. 19, T.P. Scheme Road, Raja Annamalai Puram, Chennai – 600 028.</p>	<p>ii. Technical Proposal – Cover – 2</p> <p>iii. Financial Proposal – Cover – 3</p> <p>iv. All the pages of above proposals (addendums / corrigendum issued, if any) shall be duly sealed and signed by the bidders authorized representative as part of the Pre-qualification proposal – Cover-1.</p> <p>Note: The proposals shall be submitted in the Office of Tamil Nadu Urban Infrastructure Financial Services Limited, (TNUIFSL), No. 19, T.P. Scheme Road, Raja Annamalai Puram, Chennai – 600 028.</p>
17	<p>Clause 3, Setting up of Programme Management Unit, Terms of Reference, Annexure 1, as given in the RFP</p>	<p>3. Setting up of Programme Management Unit</p> <p>The centrally sponsored schemes namely SBM (U) 2.0 are being implemented in Tamil Nadu through the Mission Directorate. The Mission Directorate will be supported by a dedicated PMU comprising subject matter experts (8 Nos) and (2) support staff.</p> <p>The PMU will operate as a unit at DMA, Chennai under the administrative control of Mission Director. The team leader PMU would report to the designated Mission Director or any of her / his nominated officers in DMA. The PMU will provide support to Mission Directorate for a period of 48 Months.</p>	<p>3.Setting up of Programme Management Unit:</p> <p>The centrally sponsored schemes namely SBM (U) 2.0 are being implemented in Tamil Nadu through the Mission Directorate. The Mission Directorate will be supported by a dedicated PMU comprising subject matter experts (10 Nos) and (3) support staff.</p> <p>The PMU will operate as a unit at DMA, Chennai under the administrative control of Mission Director. The team leader PMU would report to the designated Mission Director or any of her / his nominated officers in DMA. The PMU will provide support to Mission Directorate for a period of 48 Months.</p>

S. No	Clause	As given in RFP				To be read as			
18	Terms & Requirements, Terms of Reference, Annexure 1, as given in the RFP	Team& Requirement (8 Experts)				5. Team& Requirement (10 Experts)			
		S. No.	Position	Educational Qualification and Experience Requirements	Staff-Months	S. No.	Position	Educational Qualification and Experience Requirements	Staff-Months
		1	Solid Waste Management Expert – 2 Nos	A Postgraduate in Civil/Environmental/Structural Engineering with 10 years' experience in Solid Waste Management and similar assignments.	96 (48*2)	1	Solid Waste Management Expert – 2 Nos	A Postgraduate in Civil/Environmental/Structural Engineering with 10 years' experience in Solid Waste Management and similar assignments.	96 (48*2)
		2	Used Water Management Expert	A Postgraduate in Civil/Environmental/Structural Engineering with 10 years' experience in Liquid Waste Management and similar assignment	48	2	Used Water Management Expert	A Postgraduate in Civil/Environmental/Structural Engineering with 10 years' experience in Liquid Waste Management and similar assignment	48
		3	Procurement Expert	Graduation in Civil Engineering & planning with 7 years' experience in procurement and project preparation and management or experience in Solid waste /Liquid waste related works	48	3	Procurement Expert	Graduation in Civil Engineering & planning with 7 years' experience in procurement and project preparation and management or experience in Solid waste /Liquid waste related works	48
4	Expert for Monitoring and Evaluation	Master's degree in environmental/Civil/Structural Engineering with min 7 years' experience of working in the development areas.	48	4	Expert for Monitoring and Evaluation	Master's degree in environmental/Civil/Structural Engineering with min 7 years' experience of working in the development areas.	48		

S. No	Clause	As given in RFP		To be read as					
		5	Documentation Specialist	Engineering degree with 7 years' experience in documentation works related to solid / liquid waste management	48	5	Documentation Specialist	Engineering degree with 7 years' experience in documentation works related to solid / liquid waste management	48
		6	Information Technology/ Management Information System Expert – 2 No.s	Any Degree with min 5 years' experience IT/data base management	96 (48*2)	6	Information Technology/ Management Information System Expert – 2 No.s	Any Degree with min 5 years' experience IT/data base management	96 (48*2)
		7	Capacity Building Expert	Postgraduate in Social Science/Social Work (MSW) /Environmental science with 5 years' experience in imparting Training Programmes, Exposure visit, workshops, seminars etc	48	7	Capacity Building Expert	Postgraduate in Social Science/Social Work (MSW) /Environmental science with 5 years' experience in imparting Training Programmes, Exposure visit, workshops, seminars etc	48
		8	Information, Education and Communication (IEC) Expert	Postgraduate in Social Science/Social Work (MSW) with 5 years' experience in imparting Training Programmes, Exposure visit, workshops, seminars etc	48	8	Information, Education and Communication (IEC) Expert	Postgraduate in Social Science/Social Work (MSW) with 5 years' experience in imparting Training Programmes, Exposure visit, workshops, seminars etc	48
							Total		480

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		<p>Support Staff:</p> <table border="1"> <thead> <tr> <th>S. No.</th> <th>Position</th> <th>Educational Qualification and Experience Requirements</th> <th>Staff-Months</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Assistant (Finance)</td> <td>Worked as Assistant / Superintendent in Govt / Urban Local Bodies</td> <td>48</td> </tr> <tr> <td>2</td> <td>Data Processing Officer (DPO)</td> <td>Diploma or Degree in Computer Science / B. Com with 3 years of Experience in similar nature of work</td> <td>48</td> </tr> <tr> <td>3</td> <td>Office Assistant</td> <td>-</td> <td>48</td> </tr> </tbody> </table> <p>Authority inputs and Counterpart Services and Facilities</p> <ol style="list-style-type: none"> 1. Provide office space within the premises with adequate infrastructure facilities and necessary stationary provision. 2. The travel and other reimbursable expenses of the experts will be reimbursed as per actual on submission of bills/receipts/invoices after getting prior approval from Competent Authority . 3. The authority will not make any advance payment towards this assignment. <p>Deliverables</p> <p>The Consultant shall submit a monthly progress report at the end of every month. In total, the consultant shall be required to submit monthly progress reports (MPR) during the duration of project. The consultant to submit the MPR on or before 5th of every month without fail. The Consultant will submit any other outputs as agreed with the Authority from time to time, as required.</p>	S. No.	Position	Educational Qualification and Experience Requirements	Staff-Months	1	Assistant (Finance)	Worked as Assistant / Superintendent in Govt / Urban Local Bodies	48	2	Data Processing Officer (DPO)	Diploma or Degree in Computer Science / B. Com with 3 years of Experience in similar nature of work	48	3	Office Assistant	-	48	<p>5.1. Support Staff:</p> <table border="1"> <thead> <tr> <th>S. No.</th> <th>Position</th> <th>Educational Qualification and Experience Requirements</th> <th>Staff-Months</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Assistant (Finance)</td> <td>Worked as Assistant / Superintendent in Govt / Urban Local Bodies</td> <td>48</td> </tr> <tr> <td>2</td> <td>Data Processing Officer (DPO)</td> <td>Diploma or Degree in Computer Science / B. Com with 3 years of Experience in similar nature of work</td> <td>48</td> </tr> <tr> <td>3</td> <td>Office Assistant</td> <td>-</td> <td>48</td> </tr> <tr> <td></td> <td>Total</td> <td></td> <td>144</td> </tr> </tbody> </table>	S. No.	Position	Educational Qualification and Experience Requirements	Staff-Months	1	Assistant (Finance)	Worked as Assistant / Superintendent in Govt / Urban Local Bodies	48	2	Data Processing Officer (DPO)	Diploma or Degree in Computer Science / B. Com with 3 years of Experience in similar nature of work	48	3	Office Assistant	-	48		Total		144
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		<p>Time duration and Payments:</p> <p>The total duration of the Project shall be 48 (Forty Eight) months. The duration of the Project may be extended upon mutual agreement of Authority and the Consultant, on mutually agreed terms and conditions. The authority can extend the services of the Consultant for the new Mission / programmes also. The experts are allowed to take one day casual paid leave per month. The holidays, working hours and the timings for working days shall be in accordance with those prevailing in the Authority and the Authority's decision is final.</p> <p>The Consultant shall deploy their Personnel as per the proposed personnel deployment schedule (48 Months). The Authority shall pay consultancy fee on a monthly basis on submission of the monthly progress report and attendance of all Personnel deployed during the month to the Authority as mentioned above. The person-day rate agreed under the Agreement shall prevail for determining the Monthly consultancy fee for respective month.</p>	
19	Terms of Reference, Annexure 1, as given in the RFP		<p>6. Authority inputs and Counterpart Services and Facilities:</p> <p>1.Client will provide office space within the premises with furniture, Desktop computers, printers and necessary stationary provision.</p> <p>2.The travel and other reimbursable expenses of the experts will be reimbursed as per Government norms on submission of bills/receipts/invoices after getting prior approval from Competent Authority. (Any reimbursement shall be claimed as permitted in MOUHA guidelines)</p>

S. No	Clause	As given in RFP	To be read as
			<p>3.The consultant has to make his own arrangements for local conveyance, communication arrangements for Key personnel and support staffs, any infrastructure like laptops etc on as required basis.</p> <p>4.The authority will not make any advance payment towards this assignment.</p>
20	Terms of Reference, Annexure 1, as given in the RFP		<p>7.Deliverables:</p> <p>The Consultant shall submit a monthly progress report at the end of every month. In total, the consultant shall be required to submit monthly progress reports (MPR) during the duration of project. The consultant to submit the MPR on or before 5th of every month without fail. The Consultant will submit any other outputs as agreed with the Authority from time to time, as required.</p>
21	Terms of Reference, Annexure 1, as given in the RFP		<p>8. Time duration and Payments:</p> <p>The total duration of the Project shall be 48 (Forty Eighty) months. The duration of the Project may be extended upon mutual agreement of Authority and the Consultant, on mutually agreed terms and conditions. The authority can extend the services of the Consultant for the new Mission / programmes also. The experts are allowed to take one day casual paid leave per month. The holidays, working hours and the timings for working days shall be in accordance with those prevailing in the Authority and the Authority's decision is final.</p>

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22	<p>Terms of Reference, Annexure 1, as given in the RFP</p>		<p>9.The key experts proposed shall be full time for this assignment only.</p>
23	<p>Terms of Reference, Annexure 1, as given in the RFP</p>		<p>10. Removal and / or Replacement of Personnel:</p> <p>a) expect as the Client may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications and experience.</p> <p>b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, to (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client written request specifying the grounds therefore, for with provide as a replacement a person with qualifications and experience acceptable to the Client”.</p>

S. No	Clause	As given in RFP	To be read as
			<p>c) Any of the Personnel provided as a replacement under Clauses a) and b) above, the rate of remuneration applicable to a replacement person will be same as per the agreement. Also (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and / or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been to the Personnel replaced.</p>
24	<p>FINANCIAL PROPOSAL COVER – 3, FORM NO.F-6, as given in the RFP</p>	<p style="text-align: center;"><u>FINANCIAL PROPOSAL COVER - 3</u></p> <p style="text-align: center;"><u>FORM NO.F-6</u></p> <p style="text-align: center;"><u>SCHEDULE OF PRICE BID</u></p> <p style="text-align: center;">(On the letter head of Bidder)</p> <p>Sub: Appointment of Consultant for</p> <p>Having gone through the RFP and having fully understood the scope of work for the Project as set out in the TOR, we are pleased to quote the following Professional fees for the Assignment as per the specified scope of Work:</p>	<p style="text-align: center;"><u>FINANCIAL PROPOSAL COVER - 3</u></p> <p style="text-align: center;"><u>FORM NO.F-6</u></p> <p style="text-align: center;"><u>SCHEDULE OF PRICE BID</u></p> <p style="text-align: center;">(On the letter head of Bidder)</p> <p>Sub: Appointment of Consultant for</p> <p>Having gone through the RFP and having fully understood the scope of work for the Project as set out in the TOR, we are pleased to quote the following Professional fees for the Assignment as per the specified scope of Work:</p>

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7. Capacity Building Expert																																																																																															
8. Information, Education and Communication (IEC) Expert																																																																																															
<u>Staff</u>	<u>Name</u>	<u>Daily (Monthly) Rate</u>	<u>Working Days</u>																																																																																												
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S. No	Clause	As given in RFP	To be read as
		Support Staff Sub-Total (Support Staff) _____	Support Staffs Sub-Total (Support Staff) _____ 1. 2. 3. Signature Seal of Firm (Authorized representative)
26	Annexure - 4, Draft agreement of Contract for this Assignments Carried out by Firms / firm, as given in the RFP		18. The key experts proposed shall be full time for this assignment only.
27	Annexure - 4, Draft agreement of Contract for this Assignments Carried out by Firms / firm, as given in the RFP		19. Removal and / or Replacement of Personnel: a) expect as the Client may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications and experience. b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, to (ii) has reasonable cause to be dissatisfied with the performance of any of the

S. No	Clause	As given in RFP	To be read as
			<p>Personnel, then the Consultant shall, at the Client written request specifying the grounds therefore, for with provide as a replacement a person with qualifications and experience acceptable to the Client”.</p> <p>c) Any of the Personnel provided as a replacement under Clauses a) and b) above, the rate of remuneration applicable to a replacement person will be same as per the agreement. Also (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and / or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been to the Personnel replaced.</p>
28	Annexure – 4, Draft agreement of Contract for this Assignments Carried out by Firms / firm, as given in the RFP	<p>18. SETTLEMENT OF DISPUTES</p> <p>18.1 Amicable Settlement The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.</p> <p>18.2. Miscellaneous. In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in Chennai.</p> <p>(b) the English language shall be the official language for all purposes; and</p> <p>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in court of competent jurisdiction (Chennai), and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>	<p>20. SETTLEMENT OF DISPUTES</p> <p>20.1 Amicable Settlement The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.</p> <p>20.2. Miscellaneous. In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in Chennai.</p> <p>(b) the English language shall be the official language for all purposes; and</p> <p>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in court of competent jurisdiction (Chennai), and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>
29	Annexure – 4, Draft	19. This Contract may be terminated by either Party as per provisions set up below:	21. This Contract may be terminated by either Party as per provisions set up below:

S. No	Clause	As given in RFP	To be read as
	<p>agreement of Contract for this Assignments Carried out by Firms / firm, as given in the RFP</p>	<p>a. By the Client</p> <p>The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):</p> <p>(a)If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;</p> <p>(b)If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;</p> <p>(c)If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings;</p> <p>(d)If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;</p> <p>(e)If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;</p> <p>(f)If the Consultant fails to confirm availability of Key Experts as required as per ToR. Furthermore, if the Client determines that the Consultant has engaged in Fraud and Corruption in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant,</p>	<p>a. By the Client</p> <p>The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (14) calendar days' written notice in case of the event referred to in (f):</p> <p>(a)If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;</p> <p>(b)If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;</p> <p>(c)If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings;</p> <p>(d)If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;</p> <p>(e)If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;</p> <p>(f)If the Consultant fails to confirm availability of Key Experts as required as per ToR. Furthermore, if the Client determines that the Consultant has engaged in Fraud and Corruption in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.</p>

S. No	Clause	As given in RFP	To be read as
		<p>terminate the Consultant's employment under the Contract.</p> <p>b. By the Consultant</p> <p>The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.</p> <p>(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.</p> <p>(b)If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.</p> <p>(c)If the Client fails to comply with any final decision reached as a result of arbitration.</p> <p>(d)If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.</p> <p>c. Cessation of Services: Upon termination of this Contract by notice of either Party to the other, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. Upon termination of this Contract, the Client shall make the payments to the Consultant:for Services satisfactorily</p>	<p>b. By the Consultant</p> <p>The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.</p> <p>(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.</p> <p>(b)If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.</p> <p>(c)If the Client fails to comply with any final decision reached as a result of arbitration.</p> <p>(d)If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.</p> <p>c. Cessation of Services: Upon termination of this Contract by notice of either Party to the other, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. Upon termination of this Contract, the Client shall make the payments to the Consultant:for Services satisfactorily</p>

S. No	Clause	As given in RFP	To be read as
		performed prior to the effective date of termination	performed prior to the effective date of termination
30	Annexure – 4, Draft agreement of Contract for this Assignments Carried out by Firms / firm, as given in the RFP	<p>20. Force Majeure:</p> <p>a. Definition: For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.</p> <p>Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.</p> <p>Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p> <p>b.No Breach of Contract: The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.</p>	<p>22. Force Majeure:</p> <p>a. Definition: For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.</p> <p>Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.</p> <p>Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p> <p>b. No Breach of Contract: The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.</p> <p>c.Measures to be Taken: A Party affected by an event of Force Majeure shall</p>

S. No	Clause	As given in RFP	To be read as
		<p>c.Measures to be Taken: A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:</p> <p>(a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or</p> <p>(b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.</p> <p>In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to</p>	<p>continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:</p> <p>(a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or</p> <p>(b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.</p> <p>In the case of disagreement between the Parties as to the existence or extent</p>

S. No	Clause	As given in RFP	To be read as
		<p>Clause 18.</p> <p>Suspension: The Client may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.</p>	<p>of Force Majeure, the matter shall be settled according to Clause 20.</p> <p>Suspension The Client may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.</p>
31	Annexure – 4, Draft agreement of Contract for this Assignments Carried out by Firms / firm, as given in the RFP	21. Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to Adjudication / arbitration in accordance with the Arbitration & Conciliation Act 1996. The place of arbitration shall be at Chennai.	23. Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to Adjudication / arbitration in accordance with the Arbitration & Conciliation Act 1996. The place of arbitration shall be at Chennai.
32	Annexure – 4, Draft agreement of Contract for this Assignments Carried out by Firms / firm, as given	22. The jurisdiction of court will be at Chennai.	24. The jurisdiction of court will be at Chennai.

S. No	Clause	As given in RFP	To be read as
	in the RFP		
33	Annexure – 4, Draft agreement of Contract for this Assignments Carried out by Firms / firm, as given in the RFP	<p>23. Conflict of Interests: The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests. Consultant Not to Benefit from Commissions, Discounts, etc.: The payment of the Consultant shall constitute the Consultant's only payment in connection with this Agreement, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that the Experts and agents of them, similarly shall not receive any such additional payment.</p> <p>23.1. Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the TT Act, and shall at all times exercise such responsibility in the best interest of the Client.</p> <p>23.2. Consultant and Affiliates Not to Engage in Certain Activities: The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant and any entity affiliated with the Consultant and any entity affiliated, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.</p>	<p>25. Conflict of Interests: The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests. Consultant Not to Benefit from Commissions, Discounts, etc.: The payment of the Consultant shall constitute the Consultant's only payment in connection with this Agreement, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that the Experts and agents of them, similarly shall not receive any such additional payment.</p> <p>25.1. Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the TT Act, and shall at all times exercise such responsibility in the best interest of the Client.</p> <p>25.2. Consultant and Affiliates Not to Engage in Certain Activities: The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant and any entity affiliated with the Consultant and any entity affiliated, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.</p> <p>25.3. Prohibition of Conflicting Activities: The Consultant shall not engage, and shall cause its Experts not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Agreement.</p>

S. No	Clause	As given in RFP	To be read as
		<p>23.3. Prohibition of Conflicting Activities: The Consultant shall not engage, and shall cause its Experts not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Agreement.</p> <p>23.4. Strict Duty to Disclose Conflicting Activities: The Consultant has an obligation and shall ensure that its Experts shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Agreement.</p>	<p>25.4. Strict Duty to Disclose Conflicting Activities: The Consultant has an obligation and shall ensure that its Experts shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Agreement.</p>
34	Annexure – 4, Draft agreement of Contract for this Assignments Carried out by Firms / firm, as given in the RFP	24. Confidentiality: Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.	26. Confidentiality: Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
35	Annexure – 4, Draft agreement of Contract for this Assignments Carried out by Firms /	25. Accounting, Inspection and Auditing: The Consultant shall keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs. The Consultant shall permit, the Client / GoTN and/or persons appointed by the Client / GoTN to inspect the Site and/or all accounts and records relating to the performance of the Agreement and the submission of the Proposal to provide the Services, and to have such accounts and records	27. Accounting, Inspection and Auditing: The Consultant shall keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs. The Consultant shall permit, the Client / GoTN and/or persons appointed by the Client / GoTN to inspect the Site and/or all accounts and records relating to the performance of the Agreement and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Client / GoTN if requested by

S. No	Clause	As given in RFP	To be read as
	firm, as given in the RFP	audited by auditors appointed by the Client / GoTN if requested by the Client / GoTN.	the Client / GoTN.
36	Annexure – 4, Draft agreement of Contract for this Assignments Carried out by Firms / firm, as given in the RFP	26. The assignment may be deferred or foreclosed / terminated at any stage either in full or in part due to unavoidable circumstances / administrative reasons.	28. The assignment may be deferred or foreclosed / terminated at any stage either in full or in part due to unavoidable circumstances / administrative reasons.

Sd/-
Mission Director, SBM, Urban 2, (SBM 2.0),
Tamil Nadu /
Director of Municipal Administration