



**REQUEST FOR PROPOSAL (RFP)**  
**for**  
**CONSULTANCY ASSIGNMENTS**  
**Firms**

**Ref No: 3089/2022/SBM/PIU/RFP**

**Engagement of Consultant / Outsourcing agency for  
“Establishment of Programme Implementation Units  
(PIU) at Regional  
Directorate of Municipal Administration, Madurai  
Region, Madurai to provide handholding support to  
Mission Director for implementation of Swachh Bharat  
Mission – Urban 2.0 (SBM (U) 2.0), Tamil Nadu”**

**MISSION DIRECTOR –SBM (U) TAMIL NADU /  
DIRECTOR OF MUNICIPAL ADMINISTRATION  
11<sup>th</sup> FLOOR, URBAN ADMINISTRATIVE OFFICE CAMPUS  
75, SANTHOME HIGH ROAD,  
RAJA ANNAMALAIPURAM,  
CHENNAI – 600 028**

## LETTER OF INVITATION

Dear Sirs,

**Subject:** Appointment of Consultant / Outsourcing agency for “Establishment of Programme Implementation Units (PIU) at **Regional Directorate of Municipal Administration, Madurai Region, Madurai** to provide handholding support to Mission Director for implementation of Swachh Bharat Mission – Urban 2.0 (SBM U) 2.0), Tamil Nadu” -reg.

1. You are hereby invited to submit Pre-qualification, technical and financial proposals for **Engagement of Consultant / Outsourcing agency for “Establishment of Programme Implementation Units (PIU) at Regional Directorate of Municipal Administration, Madurai Region, Madurai to provide handholding support to Mission Director for implementation of Swachh Bharat Mission – Urban 2.0 (SBM (U) 2.0)\*, Tamil Nadu”** Director of Municipal Administration, 11th Floor, Urban Administrative Office Campus, 75, Santhome High Road, Chennai - 600028, which could form the basis for future negotiations and ultimately a contract between your firm and The Mission Director, Urban 2.0 (SBM 2.0), Tamil Nadu, Director of Municipal Administration, 11th Floor, Urban Administrative Office Campus, 75, Santhome High Road, Chennai - 600028.  
\* As per Swachh Bharat Mission – Urban 2.0 - Operation Guidelines October 2021.
2. The purpose of this assignment is for Consultancy services for “Establishment of Programme Implementation Units (PIU) to provide handholding support to Mission Director, Swachh Bharat Mission – Urban 2.0 (SBM 2.0), Tamil Nadu” as mentioned in the Terms of Reference (ToR).
- 2.1 Client means Mission Director, Swachh Bharat Mission – Urban 2.0 (SBM 2.0), Tamil Nadu.
3. A firm will be selected under Quality and Cost Base Selection (QCBS) procedures described in this RFP and in accordance with the procurement guidelines of the TAMIL NADU TRANSPARENCY IN TENDERS ACT, 1998 and RULES 2000 as amended from time to time.
4. The following documents are enclosed to enable you to submit your proposal:
  - (a) Terms of reference (TOR) (Annexure 1).
  - (b) Pre-qualification Criteria (Annexure 2);
  - (c) Supplementary information for firm, including a suggested format of curriculum vitae of key personnel (Annexure 3);
  - (d) A Sample draft Agreement of Contract for this assignment to be carried out by the Firm. (Annexure 4); and
  - (e) Bank Guarantee (Annexure 5);
5. A pre-proposal conference will be held on **06.05.2022 @ 11.00 AM** in 11<sup>th</sup> floor, **office of DMA, Urban Administrative office campus, No. 75, santhome High Road, RajaAnnamalaipuram, Chennai – 600 028**. The prospective may obtain clarification regarding the scope of the work, terms of reference, contract conditions and any other pertinent information, if required.

The Clarification/Amendments if any in the Pre – Proposal Conference will be published only in the Government Web site: [www.tnurbantree.tn.gov.in](http://www.tnurbantree.tn.gov.in) and [www.tenders.tn.gov.in](http://www.tenders.tn.gov.in),  
**Mission Director SBM– Urban 2.0 (SBM 2.0), Tamil Nadu / Director of Municipal Administration, 11th Floor, Urban Administrative Office Campus, 75, Santhome High Road, RajaAnnamalaipuram, Chennai – 600 028**  
Phone No: 29864457  
Email: [cma.tncma@nic.in](mailto:cma.tncma@nic.in), [swmcma2021@gmail.com](mailto:swmcma2021@gmail.com), [sbmdma2021@gmail.com](mailto:sbmdma2021@gmail.com)

6. The Submission of Proposals:

- 6.1 The proposals addressed to Mission Director, SBM (U), Tamil Nadu shall be submitted in three parts, viz., Pre-qualification, Technical and financial and should follow the form given in the "Supplementary Information for Firms."
- 6.2. The "Pre-qualification", "Technical" and "Financial" proposals must be submitted in three separate sealed envelopes (with respective marking in bold letters) following the formats/schedules given in the Pre-qualification for firms (Annexure-2), supplementary information for firms (Annexure-3). The first envelope marked "Pre-qualification criteria" in one separate cover, viz., Cover-1 must be sealed with sealing wax and initialled twice across the seal. This cover should contain the Earnest Money Deposit (EMD) of **Rs. 1,63,200/-** in the form of Demand Draft to be taken in the name of "**Mission Director SBM(U), 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. This cover should contain the Processing fee of **Rs. 5000/-(Non refundable)** in the form of Demand Draft to be taken in the name of "**Mission Director SBM(U), Tamil Nadu,**"Chennai – 600 028.
- 6.3 EMD will be refunded for successful bidder after the successful completion of mission period and subject to extensions without any financial implications.
- 6.4 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.
- 6.5 The first and second envelopes should not contain any cost information whatsoever. The third envelope viz., Cover-3 marked "Financial Proposal for the captioned project" must also be sealed and initialled twice across the seal and should contain the detailed price offer for the firms services.

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

The sealed envelopes Cover 1, Cover 2 and Cover3 should again be placed in a separate sealed in one cover, which shall be clearly marked with the name of the assignment and received in the office of the **Directorate of Municipal Administration ,No. 75, Santhorne High Road,MRC Nagar, Raja Annamalaipuram, Chennai – 600 028, up to 03.30 PMon20.05.2022.**

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

6.6 Opening of proposal.

The proposals (first envelope (cover 1) containing pre-qualification criteria only) will be opened by the Mission Director or his authorized representative in its office at **04.00 PM on 20.05.2022.** 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.

7. Evaluation

- 7.1 A three stage procedure will be adopted in evaluating the proposals:
- A pre-qualification of firms will be verified, which will be carried out prior to opening of technical proposal (as per Annexure 2)
  - A technical evaluation of the pre-qualified firms will be carried out based on the project Experience and CVs of the Key Personnel proposed in appropriate markingsystem
  - A Financial évaluation of the technicallyqualifiedfirms

## 7.2 Pre-qualification – (Cover 1)

Firms who have the following qualifications may submit the proposal along with necessary proof (*Assignment along with client certificate duly attested by a Notary Public will only be considered for evaluation*)–

- (i) The Consultant / Outsourcing agency/ Outsourcing Agency shall be an entity incorporated under the Indian Companies Act 1956/2013/ Tamil Nadu Societies registration act 1975 and should submit registration /incorporation under the governing legislation. The Consultant / Outsourcing agency/ Outsourcing Agency shall be required to submit a true copy of its Incorporation Certificate along with the Proposal (*duly attested by a Notary Public*).
- (ii) 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.
- (iii) Experience in Project Implementation Unit /Project Management Unit / Project Management Consultancy / Construction Management and Supervision Consultancy in SwachhBharath 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.20 lakhs in a single work order. Experience in any JV/Consortium will not be considered (*duly attested by a Notary Public*).
- (iv) The Consultant / Outsourcing agency/ Outsourcing Agency shall have average annual turnover of at least 2 ( Two)Croresin 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 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.**
- (v) Covers without **EMD** will be treated as non-responsive and will be disqualified.

*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.*

**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.

## 7.3 Technical Proposal – (Cover -2)

### 7.3.1. Technical evaluation of the pre qualified firms:

Technical proposal of all the Applicants will be evaluated based on the appropriate marking system. The categories for marking and their respective weight age are as under:

S. No	Details of experience	Score
1	<b>Solid Waste Management Expert</b> – A Post Graduate in Civil/Environmental/Structural Engg with 5 years experience in Solid Waste Management and similar assignment  a. Education qualification: 4 marks b. 5 years experience: 10 marks c. Above 5 years experience 14 marks d. Proficiency in Tamil Language 2 Marks	20 Marks
2	<b>Used Water Management Expert-</b> A Post Graduate in Civil/Environmental/Structural Engg with 5 years experience in Used Waste Management/Waste Water Management and similar assignment  a. Education qualification: 4 marks b. 5 years experience: 10 marks c. Above 5 years experience 14 marks d. Proficiency in Tamil Language 2 Marks	20 Marks
3	<b>Expert for Monitoring and Evaluation</b> – Post Graduate in Social Science/Social Work (MSW) with 5 years experience in imparting Training Programmes, Exposure visit, workshops, seminars etc  a. Education qualification: 4 marks b. 5 years experience: 6 marks c. Above 5 years experience: 9 marks d. Proficiency in Tamil Language 2 Marks	15 Marks
4	<b>Information Technology/ Management Information System Expert</b> – Any Degree with min 5 years' experience IT/data base management  a. Education qualification: 4 marks b. 5 years experience: 6 marks c. Above 5 years experience: 9 marks d. Proficiency in Tamil Language 2 Marks	15 Marks
5	<b>Information, Education and Communication (IEC) Expert-</b> Post Graduate in Social Science/ Social Work (MSW) with 5 years experience in imparting Training Programmes, Exposure visit, workshops, seminars etc  a. Education qualification: 4 marks b. 5 years experience: 6 marks c. Above 5 years experience: 9 marks d. Proficiency in Tamil Language 2 Marks	15 Marks
6	Experience of the consulting agency in working as State Mission Management Unit (SMMU) / Programme Management Unit (PMU)/ Programme Management Consultancy (PMC) /Project implementation Unit (PIU) for SwachhBharath Mission / Smart Cities Mission /AMRUT) Experience @ 3 marks for one year (Attach LoA / Agreement / completion / performance certificate)	15 Marks
	<b>Total</b>	<b>100 marks</b>

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-3).

**Key personal proficiency in Tamil language is essential it shall be exhibited in CV as per the Form 3.**

**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 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 Consultant / Outsourcing agencies, 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.**

7.4 ***Financial Proposal (Cover 3)***

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.

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 lowest evaluated Financial Proposal ( $F_m$ ) is given the maximum financial score ( $S_f$ ) of 100.

The formula for determining the financial scores ( $S_f$ ) of all other Proposals is calculated as following:

$S_f = 100 \times F_m / F$ , in which " $S_f$ " is the financial score, " $F_m$ " is the lowest price, and " $F$ " the price of the proposal under consideration.

**The weight given to the Technical (T) and Financial (P) Proposals are: T=75 and P=25**

Proposals are ranked according to their combined technical ( $S_t$ ) and financial ( $S_f$ ) scores using the weights (T=the weight given to the Technical Proposal; P=the weight given to the Financial Proposal; T+P=1) as following:  
 $S = S_t \times T\% + S_f \times P\%$ .

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

8. **Negotiations**

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

8.2 Negotiations will commence with a discussion of your technical proposal, the proposed methodology (work plan), costing, staffing and any suggestions you may have made to improve the TORs. Agreement must then be reached on the final TORs, the staffing and staff months, logistics and reporting.

8.3 Changes agreed upon will then be reflected in the draft contract, using proposed unit rates **(after negotiation of the unit rates, including the man month rates, tax liability and all cost, etc).**

8.4 The negotiations will be concluded with a review of the draft form of Contract. The Client and the Firms will finalize the contract to conclude negotiations.

- 8.5 The Contract will be awarded after successful negotiations, with the selected Firm as per the Tamil Nadu Transparency in Tenders Act 1998 and Rules 2000 and as amended there on.
9. Fraud and Corrupt Practices
- 9.1 The Firm and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”). Notwithstanding anything to the contrary contained in this Agreement, the Client shall be entitled to terminate this Agreement forthwith by a communication in writing to the Firm, without being liable in any manner whatsoever to the Firm, if it determines that the Firm has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Client shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Client towards, inter alia, the time, cost and effort of the Client, without prejudice to the Client’s any other rights or remedy hereunder or in law.
10. Please note that the Client are not bound to select any of the firms 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.
11. The selected firm shall not disclose any information / data to others without the written permission of the CLIENT.
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.
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.
14. Assuming that the contract can be satisfactorily concluded in May/June 2022, you will be expected to take-up / commence with the assignment in May /June 2022.
15. The successful bidder will be invited for signing agreement. The bidder is requested to furnish a performance security at the rate of 5% of the finalized agreement value in the form of Irrevocable Bank Guarantee from any one of the Nationalized / scheduled Bank in India taken in favour of the Mission Director, SBM (U), 2.0, DMA, Chennai valid for a period of 48 months or till the successful completion of the mission period and subject to extensions without any financial implications. The same will be released on successful completion of all the works satisfactorily. The validity of performance security will be extended according to the extension of contract period as per the agreement executed.
16. The Earnest Money Deposit of the successful Tenderer will be discharged when the Tenderer furnishes the required Performance Security and signs the Agreement.
17. The Earnest Money Deposit may be forfeited
- (i) If the bidder withdraws the tender after Tender opening during the period of validity of the tender.
  - (ii) If the bidder withdraws the Tender after the issue of letter of acceptance of his Tender.
  - (iii) In the case of a successful bidder, if the bidder fails within the specified time limit to:
    - furnish the required performance security or
    - sign the Agreement
    - accept the Letter of Intent
  - (iv) if the bidder has furnished incorrect information on qualification and experience.
18. The fees shall be quoted in Indian Rupees only. Please note that the remuneration which you receive from the contract will be subject to normal tax liability in India. Kindly contact the concerned tax authorities for further information in this regard if required.

19. Any entity which has been barred by the Central Government, any State Government, a statutory Independent or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate ("Associate" means a firm have common controlling shareholders or other ownership interest as that of the Bidder).
20. Please note that mobilization advance is not allowed in this contract.
21. It is estimated that about 48man-months for each key experts of services will be required for the study and generally you should base your financial proposal on this figure. Monthlypayments shall be paid as per the RFP terms and conditions to the successful Consultant / Outsourcing agency shall be made by the Mission Director, SBM (U), 2.0, Chennai.
22. Joint Venture and Consortium / JV not allowed.
23. All documents relating to the Bid and all communications in connection with the Bid shall be in English language. All the pages should be serially numbered and signed by the Firms.
24. Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration & Conciliation Act 1996. The place of arbitration shall be at Chennai. The jurisdiction of court will be at Chennai. (Chennai city civil courts)
25. DMA/ MD SBM (U) TNreserves the right to postpone / cancel this RFP at any point of time without assigning any reason, whatsoever.
26. Please note that conditional bids *are liable for rejection*.
27. The key experts proposed shall be full time for this assignment only.
28. 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 / Outsourcing agency, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant / Outsourcing agency 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 Personnel, then the Consultant / Outsourcing agency 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".
  - 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 / Outsourcing agency 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.
29. SETTLEMENT OF DISPUTES
  - 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.
  - 29.2 Miscellaneous. In any arbitration proceeding hereunder:
    - (a) proceedings shall, unless otherwise agreed by the Parties, be held in Chennai.
    - (b) the English language shall be the official language for all purposes; and



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

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

a. By the Client

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

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

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

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

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

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

(f) If the Consultant / Outsourcing agency fails to confirm availability of Key Experts as required as per ToR. Furthermore, if the Client determines that the Consultant / Outsourcing agency 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 / Outsourcing agency, terminate the Consultant / Outsourcing agency's employment under the Contract.

b. By the Consultant / Outsourcing agency

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

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

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

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

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

c. Cessation of Services:

Upon termination of this Contract by notice of either Party to the other, the Consultant / Outsourcing agency 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 / Outsourcing agency: for Services satisfactorily performed prior to the effective date of termination

31. Force Majeure:

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

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

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

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

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

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

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

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

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

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

In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 29.

- Suspension** The Client may, by written notice of suspension to the Consultant / Outsourcing agency, suspend part or all payments to the Consultant / Outsourcing agency hereunder if the Consultant / Outsourcing agency 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 / Outsourcing agency to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant / Outsourcing agency of such notice of

suspension.

32. Any entity which has been barred by the Central Government, any State Government, a statutory Independent or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate ("Associate" means a firm have common controlling shareholders or other ownership interest as that of the Consultancy Firm).
33. Consultancy Firms are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, access to site, and availability of data with the ULB, Applicable Laws and regulations or any other matter considered relevant by them.
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 etc. CLIENTnot be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.
35. Bidders are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, access to site, and availability of data with DMA, Applicable Laws and regulations or any other matter considered relevant by them.
36. Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and the highest-ranking Bidder gets disqualified / rejected, then DMA reserves the right to consider the next best Bidder or take any other measure as may be deemed fit in the sole discretion ofDMA, including annulment of the Selection Process.
37. DMA reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.
38. Conflict of Interest:
  - A. The Consultant / Outsourcing agency 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.
  - B. The Consultant / Outsourcing agency 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 / Outsourcing agency or the termination of its Agreement.
  - C. Without limitation on the generality of the foregoing, and unless stated otherwise given in writing, the Consultant / Outsourcing agency shall not be hired under the circumstances set forth below:
    - 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 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.
    - ii. Conflicting assignments: Conflict among consulting assignments: Consultant / Outsourcing agency 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 / Outsourcing agency for the Authority.
    - iii. Conflicting relationships: Relationship with the Authority's staff: Consultant / Outsourcing agency (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.

D. Test of responsiveness:

- i. Pre-qualification Proposal along with EMD – Cover – 1 (Signed and sealed copy of the RFP, Pre-proposal Minutes of the Meeting, Addendums issued, etc., shall be submitted as part of Cover 1, without any financials & Soft copy of the Pre-qualification proposal)
- ii. Technical Proposal – Cover – 2
- iii. Financial Proposal – Cover – 3
- iv. All the pages of above proposals (addendums / corrigendum issued, if any) shall be duly sealed and signed by the bidders authorized representative as part of the Pre-qualification proposal – Cover-1.

**Note: The proposals shall be submitted in the Office of Directorate of Municipal Administration No. 75, Santhome High Road, MRC Nagar Raja Annamalai Puram, Chennai – 600 028.**

Yours faithfully,

Mission Director, SBM (U) 2.0, (SBM (U) 2.0),  
Tamil Nadu

Enclosures:

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

## **Terms of Reference**

**Terms of Reference for “Establishment of Programme Implementation Units (PIU) at Regional Directorate of Municipal Administration, Madurai Region, Madurai to provide handholding support to Mission Director for implementation of Swachh Bharat Mission – Urban 2.0 (SBM (U) 2.0), Tamil Nadu”.**

### **1. Background**

On successful implementation of the Swachh Bharat Mission – Urban, the Ministry of Housing & Urban Affairs has now launched the Swachh Bharat Mission – Urban 2.0 (SBM 2.0) on 01.10.2021 for a period of 5 years (2021 – 2026) with a Vision of achieving “Garbage Free” status for all cities.

Director of Municipal Administration (DMA) is the Mission Directorate for Government of India’s flagship programmes namely Swachh Bharat Mission – Urban 2.0 (SBM (U) 2.0). In order to achieve effective implementation of the schemes, the DMA has intended to engage a consultancy firm to establish a Programme Implementation Units (PIU) to provide handholding support to Mission Director for implementation of Swachh Bharat Mission – Urban 2.0 (SBM 2.0), Tamil Nadu.

### **2. Objectives**

The prime objective of PIU is to provide requisite technical, administrative and managerial support at the office of Regional Directorate of Municipal Administration, Madurai Region, Madurai and put forward the same to the Mission Director for effective planning, implementing, monitoring and evaluation of activities under SBM (U) 2.0 on as required basis.

### **3. Setting up of Programme Implementation Units**

The centrally sponsored schemes namely SBM (U) 2.0 are being implemented in Tamil Nadu through the Mission Directorate. The Regional Directorate of Municipal Administration, Madurai Region, Madurai and the Mission Directorate will be supported by dedicated PIU comprising subject matter experts.

The PIU will operate as a unit at **Regional Directorate of Municipal Administration, Madurai Region, Madurai** under the administrative control of Mission Director. The team leader PIU would report to the designated Mission Director or any of her / his nominated officers in DMA. The PIU will provide support to Mission Directorate for a period of **48 Months**.

#### **4. Scope of Work**

The proposed PIU will provide technical assistance to the Regional Directorate of Municipal Administration, Madurai Region, Madurai following the instruction of Mission Directorate for the effective implementation, monitoring and evaluation of mission activities and technical advice to State and selected mission cities so that the project objectives are accomplished, projects are executed, and capacities are institutionalized. The PIU team shall be familiar with all aspects of Sanitation, solid waste management processing, Used Water management activities in Tamil Nadu ULBs and also technical guidance for achieving Sanitation activities such as ODF, ODF+, ODF++ & water + and Solid Waste Management achievement such as 1 star, 3 star rating & Swachh Survekshan awards etc. The scope of work of proposed PIU to support the Regional Directorate of Municipal Administration, Madurai Region, Madurai as per the instruction of Mission Directorate would include, but not limited to the following for effective and efficient operationalization of such schemes

1. Technical support in the field of Project Management, E-governance, Finance, Institutional Development, Infrastructure development like procurement processes, solid waste management, Environment and Social Development.
2. The team of PIU shall support the Regional Directorate of Municipal Administration, Madurai Region, Madurai and the team of PMU available at the office of Mission Directorate SBM (U), Tamil Nadu for prepare relevant knowledge materials such as training modules literature, videos, plans and reports developed by the ULBs during the implementation of various initiatives across focus areas of the Mission, will be consolidated and uploaded onto the SBM-U. Further, the training and the technical material developed for trainings will be made available via the SBM-U e-Learning platform.
3. Evaluation of the tender documents prepared by technical Consultant / Outsourcing agencies/implementing agencies for selection of the contractor / vendor.
4. Regular monitoring of projects under different SBM (U) 2.0 sector and to prepare status

reports, monthly progress reports, quarterly and other specialized reports such as documentation of best practices, success stories, innovative methods of implementation by the Regional Directorate of Municipal Administration, Madurai Region, Madurai and other reports as and when required by the DMA&GoI. The documentation reports to be in Tamil as well as in English.

5. The PIU to maintain records, MIS, database etc pertain to the Regional Directorate of Municipal Administration, Madurai Region, Madurai in electronic format, online & offline mode accessible to the Mission Director and other officials deputed.
6. Identification of bottlenecks in the implementation of projects,
7. Undertake capacity assessment at all levels and assist in filling the capacity gaps through training programmes, exposure visits, knowledge dissemination and fostering best practices relating to SBM/AMRUT 2.0.
8. Plan and assist the training institutions for individual Capacity Building Programmes for various departments/sections in the ULBs
9. Carry out documentation in SBM (U) 2.0 sectors The research documentation will be published for capacity building purposes in Tamil and English.
10. Assist in developing effective financing strategies to develop bankable projects
11. Assist in developing primers / guiding documents/ toolkits for such schemes in Tamil and English.
12. Assist in documenting key insights and learning in the form of reports and concept notes as needed in Tamil and English.
13. Assist in review of project proposals/plans for state and cities and potential public-private partnerships and bring in learning from best models of such partnerships.
14. Coordination within MoHUA and State Government on relevant initiatives under SBM (U) 2.0 to develop synergistic plans.
15. Management coordination and attending periodical/ special meeting with Govt. of India/ MoHUA and Govt of Tamil Nadu for compliance
16. PIU will provide technical support to Regional Directorate of Municipal Administration, Madurai Region, Madurai and the Mission Directorate for effective project planning & management, monitoring & evaluation, IEC & Media, capacity building and training for effective implementation of such programmes.
17. Assist Regional Directorate of Municipal Administration, Madurai Region, Madurai and

Mission Directorate to conduct the regular meetings with Government, ULB entities etc., to discuss progress and issues related to implementation, and prepare minutes for recording and circulation;

18. Establish all necessary records and the procedures of maintaining/updating such records for each package and for the entire SBM project in Regional Directorate of Municipal Administration, Madurai Region, Madurai.
19. Co-ordination with Regional Directorate of Municipal Administration, Madurai Region, Madurai to implement the projects identified under SBM (U) 2.0.
20. Support in preparation of RFPs / Contract and other procurement related documents necessary for implementation of schemes.
21. Develop and maintain Monitoring & Evaluation (M&E) tools including customized digital dashboard & MIS, data sourcing forms and data servers. Define standard M&E processes for data sourcing, analysis, and presentation through dashboards in Tamil and English.
22. Planning, scheduling monitoring and implementing of the projects using MIS / latest IT tools and update in the Govt. of India Portal.
23. Prepare the strategy and framework for citizen engagement and mass communication, provide Knowledge Management Support and organize workshops, events etc.
24. Prepare project appraisal report for the completed project under SBM 2.0 with beneficiaries feedback.
25. Prepare Handouts, notice, logos, communication messages, audio -video dissemination of mission goals, advisory etc in Tamil and English.
26. Support Regional Directorate of Municipal Administration, Madurai Region, Madurai and the Mission Director in Convergence of Schemes and other projects.
27. Any other task assigned by Regional Directorate of Municipal Administration, Madurai Region, Madurai and Mission Directorate.



## 5. Team& Requirement (5 Experts)

S. No.	Position	Educational Qualification and Experience Requirements	Staff-Months
1	Solid Waste Management Expert – 1 No.	A Post Graduate in Civil/Environmental/ Structural Engg with 5 years experience in Solid Waste Management and similar assignment	48
2	Used Water Management Expert- 1 No.	A Post Graduate in Civil/ Environmental/ Structural Engg with 5 years experience in Used Waste Management/ Waste Water Management and similar assignment	48
3	Expert for Monitoring and Evaluation – 1 No.	Post Graduate in Social Science/Social Work (MSW) with 5 years experience in imparting Training Programmes, Exposure visit, workshops, seminars etc	48
4	Information Technology/ Management Information System Expert – 1 No.	Any Degree with min 5 years' experience IT/data base management	48
5	Information, Education and Communication (IEC) Expert – 1 No	Post Graduate in Social Science/ Social Work (MSW) with 5 years experience in imparting Training Programmes, Exposure visit, workshops, seminars etc	48

## 6. Authority inputs and Counterpart Services and Facilities

1. Client will provide office space within the premises with furniture, Desktop computers, printers and necessary stationary provision.
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.
3. The Consultant / Outsourcing agency 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.
4. The authority will not make any advance payment towards this assignment.

## 7. Deliverables

The Consultant / Outsourcing agency shall submit a monthly progress report at the end of every month. In total, the Consultant / Outsourcing agency shall be required to submit monthly progress reports(MPR) during the duration of project. The Consultant / Outsourcing agency has to submit the MPR on or before 5<sup>th</sup> of every month without fail. The Consultant /

Outsourcing agency will submit any other outputs as agreed with the Authority from time to time, as required.

#### **8. Time duration and Payments:**

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 / Outsourcing agency, on mutually agreed terms and conditions. The authority can extend the services of the Consultant / Outsourcing agency 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.

The Consultant / Outsourcing agency 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.

#### **9. The key experts proposed shall be full time for this assignment only.**

#### **10. Removal and / or Replacement of Personnel:**

- a) Except 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 / Outsourcing agency, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant / Outsourcing agency 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 Personnel, then the Consultant / Outsourcing agency 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”.
- 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 / Outsourcing agency 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.

## **Annexure - 2**

### **PRE - QUALIFICATION COVER - 1**

#### **COVER LETTER**

(On the letter head of Bidder)

1

Date:

To

Mission Director SBM (U), Tamil Nadu  
Director of Municipal Administration  
11<sup>th</sup> Floor, Urban Administrative Office Campus  
75, Santhome High Road,  
Raja Annamalaipuram,  
Chennai – 600 028

3

**Subject:** Appointment of Consultant / Outsourcing agency  
for.....

Dear Sir,

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

1. The pre-qualification, technical and financial proposals are unconditional.
2. All information provided in the proposal and in the Appendices / Annexures is true and correct and all documents accompanying such proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant / Outsourcing agency for the aforesaid Project.
4. I/ We shall make available to MD SBM (U) TN/DMA any additional information it may find necessary or required to supplement or authenticate the proposal.
5. I/ We acknowledge the right of MD SBM (U) TN / DMA to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public Independent nor have had any contract terminated for breach on our part.
7. I/ We declare that:
  - a. I/ We have examined and have no reservations to the RFP Document, including any Addendum issued by MD SBM (U) TN /DMA.
  - b. I/ We do not have any conflict of interest in accordance with Clauses as per the RFP document.
  - c. I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender issued by or any agreement entered into with MD SBM (U) TN /DMA or any other public-sector enterprise or any government, Central or State.
  - d. I / We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I /We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant / Outsourcing agency, without incurring any liability to the Bidders in accordance with the RFP document.

9. I /We believe that we satisfy the Conditions of Eligibility and meet the requirements as specified in the RFP document and are qualified to submit proposal in accordance with the provisions of the RFP document.
10. I /We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory Independent which could cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I /We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I /We further certify that no investigation by a regulatory Independent is pending either against us or against our MD / CEO or any of our Directors/ Managers/employees.
13. I /We undertake that in case due to any change in facts or circumstances during the Selection Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate MD SBM (U) TN /DMA of the same immediately.
14. I /We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by MD SBM (U) TN/DMA in connection with the selection of Consultant / Outsourcing agency or in connection with the Selection Process itself, in respect of the above-mentioned Project.
15. The EMD (Bid Security) of Rs.\_\_\_\_\_/ - (Rupees ..... only) in the form of demand draft, in accordance with the RFP document.
16. I /We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
17. I /We agree to keep this offer valid for 90 days from the proposal Due Date specified in the RFP.
18. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith.
19. I /We certify that we shall have no claim, right or title arising out of any documents or information provided to us by MD SBM (U) TN /DMA or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
20. I /We, \_\_\_\_\_ (Bidder's name) herewith enclose the Financial Proposal as per Annexure for selection of my/our firm as Consultant / Outsourcing agency.
21. I /We agree and undertake to abide by all the terms and conditions of the RFP document.
22. In witness thereof, we submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

(Signature, name and designation of the of the Authorised signatory)  
(Name and stamp of Bidder)

## **Annexure – 2 - A**

### **STATEMENT OF LEGAL CAPACITY**

*(on the letter head of the Bidder)*

Ref.

Date:

To

Mission Director SBM (U), Tamil Nadu  
Director Of Municipal Administration  
11th Floor, Urban Administrative Office Campus  
75, Santhome High Road,  
Raja Annamalaipuram,  
Chennai – 600 028

**Sub:** Appointment of Consultant / Outsourcing agencies for  
.....

Dear Sir,

We hereby confirm that we, the Bidder, satisfy the terms and conditions laid down in the RFP document.

We have agreed that (insert individual's name) will act as our Authorised Representative and has been duly authorised to submit our Proposal. Further, the Authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the Authorised signatory)

For and on behalf of.....

## **Annexure – 2 - B**

### **POWER OF ATTORNEY**

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr./Ms. (name & residential address) who is presently employed with us and holding the position of \_\_\_\_\_ as our true and lawful attorney (hereinafter referred to as the "**Authorised Representative**") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for Appointment of Consultant / Outsourcing agency for ..... in response to the RFP floated by Mission Director, SBM (U) / DMA including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Mission Director, SBM (U) / DMA, representing us in all matters before the Mission Director, SBM (U) / DMA, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Mission Director, SBM (U) / DMA in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Mission Director, SBM (U) / DMA, and, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED  
THIS POWER OF ATTORNEY ON THIS.....DAY OF.....2022

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarized

Accepted

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

*Notes:*

- 1) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common stamp affixed in accordance with the required procedure. Copy of such document should be submitted along with the power of Attorney.
- 2) Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.



## **Annexure – 2 - C**

### **Details of Bidder**

**(To be submitted on Letterhead of Bidder)**

- 1 a) Name:
  - b) Date of Incorporation/Commencement:
  2. Brief Description of Company / LLP including details of its main line of Business
  3. Shareholding of the Bidder
  4. List of Directors:
  5. Details of Individual who will serve as the point of contact/communication to Client:
    - a) Name:
    - b) Designation:
    - c) Company:
    - d) Address:
    - e) Telephone No:
    - f) Email Address:
    - g) Fax Number:
    - h) Mob No:
    - i) PAN No: Attach Proof
  6. Particular of Authorised Signatory of Bidder:
    - a) Name:
    - b) Designation:
    - b) Address:
    - c) Telephone No.:
    - d) Mob. No :
    - e) Email Address:
    - f) Fax No:
- (Bidder should submit Current Annual Report & attested copy of Certificate of Incorporation by Authorised Signatory)**

## **Annexure – 2 - D**

### **Financial Qualification of Bidder**

<b>S. No</b>	<b>Financial Year</b>	<b>Annual Turnover(Rs. In lakh)</b>	<b>Net worth</b>
1	2018-2019		
2	2019-2020		
3	2020-2021		

**Statutory Auditor (Seal & Signature)**

**Name of Audit Firm:**

**Name of Partner:**

**Membership No.:**

**Firm Registration No.:**

**Contact No:**

**Address:**

**Note:**

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

## **Annexure – 2 - E**

### **Eligible Project Experience of Bidder**

**Eligible Project Experience of Bidder for Pre-qualification as defined in Clause 7.2.**

**(Following Tables shall be filled in by Bidder)**

<b>S No</b>	<b>Name of Project</b>	<b>Completion Date</b>	<b>Eligible Assignment Name &amp; Brief Description of Deliverables</b>	<b>Name of Client, Address &amp; Contact No</b>	<b>Value of Contract (fee) Amount in INR.</b>	<b>Role of Bidder in Eligible Assignments</b>	<b>Whether as Lead Bidder or Minor Consortium Partner</b>	<b>Amount received for the assignment as on date</b>
<b>Completed</b>								
1								
2								
3								
4								
5								
<b>Ongoing</b>								
6								
7								
8								
9								

*(Assignment along with client certificate duly attested by Notary Public only be considered for evaluation)*

**Seal / Name & Signature of Authorised Signatory**

## **Annexure – 2 - F**

### **Legally binding signed declaration of undertaking**

We underscore the importance of a free, fair and competitive contracting procedure that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present tendering process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the Tamil Nadu Transparency in Tenders Act & Rules. We also underscore the importance of adhering to environmental and social standards in the implementation of the project. We undertake to comply with applicable labour laws and the Core Labour Standards of the International Labour Organization (ILO) as well as national and applicable international standards of environmental protection and health and safety standards. We will inform our staff of their respective obligations and of their obligation to fulfil this declaration of undertaking and to obey the laws of the country of India. We also declare that our company/all members of the consortium has/have not been included in the list of sanctions of the United Nations, nor of the EU, nor of the German Government, nor in any other list of sanctions and affirm that our company/all members of the consortium will immediately inform the Mission Director, SBM (U) / DMA if this situation occurs at a later stage. We acknowledge that, in the event that our company (or a member of the consortium) is added to a list of sanctions that is legally binding on the Mission Director, SBM (U) / DMA, the Mission Director, SBM (U) / DMA shall be entitled to exclude us/the consortium or, if the contract is awarded to our company/the consortium, to immediately cancel such contract if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion from the tender procedure occurs after the Declaration of Undertaking has been issued.

(Place)..... (Date)..... (Name of company).....

(Signature(s))

**SUPPLEMENTARY INFORMATION FOR FIRMS**

**Proposals**

- (1) Proposals should include the following information:

(a) Technical Proposal

(i) The composition of the team of personnel which the Consultant / Outsourcing agency would propose to provide and the tasks which would be assigned to each team member in Form F-2.

(ii) Curriculum Vitae of the individual key staff members to be assigned to the work and of the team leader who would be responsible for supervision of the team. The curriculum vitae should follow the attached Format (F-3) duly signed by the concerned personnel.

(b) Financial Proposals

The financial proposals should include the Schedule of Price Bid in Form No.F-4 with cost break-up in Form 4A.

- (2) **Two sets (Original + Duplicate) of Technical proposals (With Soft copy in Pen drive) and one original of Financial proposal should be submitted to the office of DMA 75, santhome High Road, MRC Nagar , Raja AnnamalaiPuram, Chennai – 600 028.**

(3) Contract Negotiations

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

(4) Nomination of Experts

Having selected a firm partly on the basis of an evaluation of personnel presented in the firm's proposal, DMA/MD SBM (U) TN will negotiate a contract on the basis of the experts named in the proposal and, prior to contract negotiations, will require guarantees that these experts shall, in fact, be made available. As the expected date of mobilization is given in the letter inviting proposals, DMA/ MD SBM (U) TN will not consider substitution after contract negotiations, except in cases of unexpected delays on the starting date or incapacity of an expert for reasons of health or leaving the firm. The desire of a firm to use an expert on another project shall not be accepted for substitution of personnel.

(5) Terms of Payment

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

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

(6) Review:

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

## **TECHNICAL PROPOSAL COVER - 2**

### **FORM F-1**

From

To

The Mission Director, SBM (U) / DMA

Director Of Municipal Administration  
11th Floor, Urban Administrative Office  
Campus  
75, Santhome High Road,  
Raja Annamalaipuram,  
Chennai – 600 028

Sir:

Consulting services for ——— of — — — — Regarding

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

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

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

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

Yours faithfully,

Signature: \_\_\_\_\_

Full name \_\_\_\_\_

and address: \_\_\_\_\_

email id: \_\_\_\_\_

Phone no: \_\_\_\_\_

(Authorized Representative)

*Sign & Seal*

**FORM F-2**

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

1. Key / Technical / Managerial Staff

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

S. No.	Name	Position	Task assignment
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**Seal / Name & Signature of Authorised Signatory**

**FORM F-3**

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

Proposed Position: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Years with Firm/Entity: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

\_\_\_\_\_

Detailed Tasks Assigned: \_\_\_\_\_

\_\_\_\_\_

**Key Qualifications:**

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

\_\_\_\_\_

**Education:**

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

\_\_\_\_\_

**Employment Record:**

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

\_\_\_\_\_



**Languages:**

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

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**Certification:**

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

\_\_\_\_\_  
*[Signature of staff member and authorized representative of the Firm]*

**Date:** \_\_\_\_\_  
*Day/Month/Year*

**Full name of staff member:** \_\_\_\_\_

**Full name of the authorized representative:** \_\_\_\_\_

**FINANCIAL PROPOSAL COVER - 3**

**FORM NO.F-4**

**SCHEDULE OF PRICE BID**

**(On the letter head of Bidder)**

Sub: Appointment of Consultant / Outsourcing agency for  
.....

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

Item	Amount in Rupees	
Remuneration (Base cost)		
GST		
Total		

(Rupees in Words .....)

**Note:** Only remuneration to be mentioned by the Consultant / Outsourcing agency.

1. The Financial Proposal is inclusive of all out-pocket expenses which may be incurred towards documentation and communication, during the period of assignment.
2. In case of difference in amount quoted in figures and words, the value in words shall be considered for evaluation.
3. The breakup of expenses shall be provided by Bidder as given in Form No. F4-A.
4. The Financial Proposal is inclusive of all taxes i.e. income tax, professional tax and education cess (as applicable).
5. Financial evaluation and subsequent negotiation will be made on Remuneration (Base cost).

**We understand you are not bound to accept any proposal you receive**

Signature  
Seal of Firm  
(Authorized representative)

**FORM NO.F-4 - A**  
**Cost Estimate of Services**

**Remuneration of Staff**

<b><u>Staff</u></b>	<b><u>Name</u></b>	<b><u>Daily (Monthly) Rate</u></b> <b><u>(in currency)</u></b>	<b><u>Working Days</u></b> <b><u>(Months)</u></b>	<b><u>Total Cost</u></b> <b><u>(in currency)</u></b>
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1. Solid Waste Management Expert
2. Used water Management Expert
3. Expert for Monitoring and Evaluation
4. Information Technology/ Management Information System Expert
- 5.Information, Education and Communication (IEC) Expert

Support Staffs	Sub-Total (Support Staff)	_____
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- 1.
- 2.
- 3.

**Consulting Services**

**Draft agreement of Contract for this Assignments Carried out by Firms / firm**  
(Between Mission Director, SBM (U), TN / DMA with Consultant / Outsourcing agency)

To be executed in Rs. 100/- Stamp Paper

Subject: (Name of Assignment)

(Name of Firm) .....

PAN :

This AGREEMENT (“Agreement”) is executed at Chennai on this \_\_ day of .....2022 by and between Mission Director, SBM (U), TN / DMA (‘Client’) (hereinafter will be referred as DMA) having their office at No. ...., Raja Annamalaipuram, Chennai – 600 028, and M/s. ...., (‘Firm’) (hereinafter will be referred as Firms) having their Office located at .....

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

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

Payment schedule as per TOR

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

8. The [Name of Firms] will be responsible for appropriate insurance coverage. In this regard, the [Name of Firms] shall maintain workers compensation, employment liability insurance for their staff on the assignment. The Firms shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of the [Name of Firms] or its staff. The [Name of Firms] shall provide the (Name of Client) with certification thereof upon request. The risks and the coverage shall be as follows:
- (a) Third Party liability insurance with a minimum coverage of Value of assignment [cost of assignment quoted by the firm];
  - (b) Professional liability insurance, with a minimum coverage of Value of assignment [cost of assignment quoted by the firm];
  - (c) employer's liability and workers' compensation insurance in respect of the Personnel of the Firm and of any Sub-Firms, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;
9. The [Name of Firms] shall indemnify and hold harmless the (Name of Client) against any and all claims, demands, and/or judgments of any nature brought against the (Name of Client) arising out of the services by the [Name of Firms] under this Contract. The obligation under this paragraph shall survive the termination of this Contract.
10. The Firm agrees that, during the term of this Contract and after its termination, the Firm and any entity affiliated with the Firm, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
11. The Firm shall furnish a Bank Guarantee amounting to 5% of the negotiated firm's value in the form as per TT Act., within 21 days from the date of issue of LoI. The format of Bank Guarantee (specified at the end of the RFP) is enclosed in Annexure-5.
12. The Client shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Firm in the event of breach of the work assigned in the ToR or the finalized Agreement.
13. The various reports and documents prepared as part of this assignment is not a public document and the reports / documents will always be the property of the DMA.
14. The Firm undertake to carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment, and to ensure that the staff assigned to perform the services under this Contract, will conduct themselves in a manner consistent herewith.
15. The Firm will not assign this Contract or sub-contract or any portion of it without the Client's prior written Consent.
16. The [Name of Firms] shall pay the taxes, duties fee, levies and other impositions levied under the Applicable law and the Client shall perform such duties, in regard to the deduction of such tax, as may be lawfully imposed.
17. The [Name of Firms] also agree that all knowledge and information not within the public domain which may be acquired during the carrying out of this Contract, shall be, for all time and for all purpose, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, except with the (Name of Client) written permission.
18. The key experts proposed shall be full time for this assignment only.
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 / Outsourcing agency, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant / Outsourcing agency 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 Personnel, then the Consultant / Outsourcing agency 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”.
- 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 / Outsourcing agency 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.

## 20. SETTLEMENT OF DISPUTES

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.

20.2. Miscellaneous. In any arbitration proceeding hereunder:

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

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

a. By the Client

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

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

b. By the Consultant / Outsourcing agency

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

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

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

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

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

c. Cessation of Services:

Upon termination of this Contract by notice of either Party to the other, the Consultant / Outsourcing agency 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 / Outsourcing agency for Services satisfactorily performed prior to the effective date of termination

22. Force Majeure:

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

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

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

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

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

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

possible.

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

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

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

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

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

### **Suspension**

The Client may, by written notice of suspension to the Consultant / Outsourcing agency, suspend part or all payments to the Consultant / Outsourcing agency hereunder if the Consultant / Outsourcing agency 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 / Outsourcing agency to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant / Outsourcing agency of such notice of suspension.

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

24. The jurisdiction of court will be at Chennai.

25. Conflict of Interests: The Consultant / Outsourcing agency 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 / Outsourcing agency Not to Benefit from Commissions, Discounts, etc.: The payment of the Consultant / Outsourcing agency shall constitute the Consultant / Outsourcing agency's only payment in connection with this Agreement, the Consultant / Outsourcing agency 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 / Outsourcing agency shall use its best efforts to ensure that the Experts and agents of them, similarly shall not receive any such additional payment.

25.1. Furthermore, if the Consultant / Outsourcing agency, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant / Outsourcing agency shall comply with the TT Act, and shall at all times exercise such responsibility in the best interest of the Client.

25.2. Consultant / Outsourcing agency and Affiliates Not to Engage in Certain Activities: The Consultant / Outsourcing agency agrees that, during the term of this Agreement and after its termination, the Consultant / Outsourcing agency and any entity affiliated with the Consultant / Outsourcing agency and any entity affiliated, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant / Outsourcing agency's Services for the preparation or implementation of the project.

25.3. Prohibition of Conflicting Activities: The Consultant / Outsourcing agency 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.

25.4. Strict Duty to Disclose Conflicting Activities: The Consultant / Outsourcing agency 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 / Outsourcing agency or the termination of its Agreement.

26. Confidentiality: Except with the prior written consent of the Client, the Consultant / Outsourcing agency 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 / Outsourcing agency and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

27. Accounting, Inspection and Auditing: The Consultant / Outsourcing agency 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 / Outsourcing agency 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 the Client / GoTN.

28. The assignment may be deferred or foreclosed / terminated at any stage either in full or in part due to unavoidable circumstances / administrative reasons.

Place:

Date: .....

(Signature of Authorized Representative  
on behalf of Firm)

.....

.....

(Signature & Name of the Client's Representative)

.....

**Bank Guarantee for Performance Security**

To  
Mission Director, SBM (U) / DMA  
Raja Annamalaipuram  
Chennai – 600 028

In consideration of Mission Director, SBM (U) / DMA acting on behalf of the Government of Tamil Nadu (hereinafter referred as the “Client”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s ..... having its office at ..... (hereinafter referred as the “Consultant / Outsourcing agency” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Client’s Letter of Intent no. .... dated ..... and the agreement to be executed for Rs. .... (Rupees .....), (hereinafter referred to as the “Agreement”) Consulting Services for

..... and the Consultant / Outsourcing agency having agreed to furnish a Bank Guarantee amounting to Rs. .... (Rupees ..... ) to the Client for performance of the said Agreement. We, ..... (hereinafter referred to as the “Bank”) at the request of the Consultant / Outsourcing agency do hereby undertake to pay to the Client an amount not exceeding Rs. .... (Rupees ..... ) against any loss or damage caused to or suffered or would be caused to or suffered by the Client by reason of any breach by the said Consultant / Outsourcing agency of any of the terms or conditions contained in the said Agreement. We, ..... (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Client stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Client by reason of breach by the said Consultant / Outsourcing agency of any of the terms or conditions contained in the said Agreement or by reason of the Consultant / Outsourcing agency’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. .... (Rupees .....).

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

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

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

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

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

For .....  
Name of Bank:  
Seal of the Bank:  
Dated, the ..... day of ....., 2022

## **LIST OF ANNEXES**

Annex 1: Terms of Reference and Scope of Services

Annex 2: Pre-Qualification Forms

Annex 3: Supplementary Information and Technical Proposal Forms

Annex 4: Draft agreement of Contract for this Assignments Carried out by Firms / firm

Annex 5: Performance Guarantee