



REQUEST FOR PROPOSAL (RFP)
for
CONSULTANCY ASSIGNMENTS
Firms
Lump sum - QCBS

Consulting Services for Preparation of Detailed Project Report (DPR) for providing Under Ground Sewerage Scheme in leftover / added areas in Tiruppur Corporation (Western Cluster) in Tamil Nadu

PROJECT DEVELOPMENT GRANT FUND (PDGF)
NO. 19, T.P. SCHEME ROAD,
RAJA ANNAMALAIPURAM,
CHENNAI – 600 028

LETTER OF INVITATION

Dear Sirs,

Subject: Consulting Services for Preparation of Detailed Project Report (DPR) for providing Under Ground Sewerage Scheme in leftover / added areas in Tiruppur Corporation (Western Cluster) in Tamil Nadu - reg.

1. You are hereby invited to submit Pre-qualification, technical and financial proposals for “Appointment of Consultant for the Consulting Services for Preparation of Detailed Project Report (DPR) for providing Under Ground Sewerage Scheme in leftover / added areas in Tiruppur Corporation (Western Cluster) in Tamil Nadu, which could form the basis for future negotiations and ultimately a contract between your firm and PDGF managed by TNUIFSL.
2. The purpose of this assignment is to prepare Detailed Project Report (DPR) for providing Under Ground Sewerage Scheme in leftover / added areas in Tiruppur Corporation (Western Cluster) in Tamil Nadu for all works stipulated in the tender documents, as mentioned in the Terms of Reference (ToR).
 - 2.1 Client means PROJECT DEVELOPMENT GRANT FUND (PDGF).
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 open to all prospective firms will be held on **08.04.2019 @ 15.00** hrs in the **TNUIFSL, No. 19, T.P. Scheme Road, Raja Annamalaipuram, Chennai – 600 028**. The prospective firms will have an opportunity to obtain clarification regarding the scope of the work, terms of reference, contract conditions and any other pertinent information.

The Clarification/Amendments if any in the Pre-bid meeting will be published only in the following web sites www.tenders.tn.gov.in, and www.tnuifsl.com

The Managing Director or its representative
TNUIFSL

No. 19, T.P. Scheme Road, Raja Annamalaipuram, Chennai – 600 028

Phone / Fax No: 24643103/4/5/7 Fax: 24613106 Email : pandiands@tnuifsl.com, pradeep@tnuifsl.com

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

6. The Submission of Proposals:

- 6.1 The proposals addressed to Managing Director, TNUIFSL, shall be submitted in three parts, viz., Pre-qualification, Technical and financial and should follow the form given in the "Supplementary Information for Firms." The proposal shall be submitted to **The Managing Director, TNUIFSL, No. 19, T.P. Scheme Road, Raja Annamalaipuram, Chennai – 600 028, Phone / Fax No: 24643103/4/5/7.**
- 6.2. The “Pre-qualification”, “Technical” and “Financial” proposals must be submitted in three separate sealed envelopes (with respective marking in bold letters) following the formats/schedules given in the Pre-qualification for firms (Annexure-2), supplementary information for firms (Annexure-3). The first

envelope marked "Pre-qualification criteria" in one separate cover, viz., Cover-1 must be sealed with sealing wax and initialed twice across the seal. This cover should contain the Earnest Money Deposit (EMD) of **Rs.75,000/-** in the form of Demand Draft to be taken in the name of "PROJECT DEVELOPMENT GRANT FUND" payable at Chennai. The EMD of unsuccessful firms will be returned within 45 days of the date of completion of selection / tender process.

- 6.3 The second envelope, viz., Cover-2 marked "Technical proposal for the captioned project" must also be sealed and initialed twice across the seal and should contain information required in Annexure 3 viz., supplementary information for firms.
- 6.4 The first and second envelopes should not contain any cost information whatsoever. The third envelope viz., Cover-3 marked "Financial Proposal for the captioned project" must also be sealed and initiated 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 **Tamil Nadu Urban Infrastructure Financial Services Limited (TNUIFSL), No. 19, T.P. Scheme Road, Raja Annmalaipuram, Chennai – 600 028, up to 15.00 hrs on 24.04.2019.**

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".

Tender not accompanied by the required EMD in the requisite form as mentioned in the RFP / tender document shall be summarily rejected.

6.5 **Opening of proposal**

The proposals (first envelope (cover 1) containing pre-qualification criteria only) will be opened by the Managing Director, TNUIFSL or his authorized representative in its office at **15.30 hours on 24.04.2019**. It may please be noted that the second envelope containing the technical proposal will not be opened until pre-qualification criteria is evaluated, and detailed price offer will not be opened until technical evaluation has been completed and the result approved and notified to all firms.

7. **Evaluation**

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

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

7.2 **Pre-qualification**

Firms who have the following qualifications may submit the proposal along with necessary proof –

- a. Should have experience in one completed consultancy assignment in preparing Detailed Project Report (DPR) in the Underground Sewerage with minimum sewer network of 290 km in last 7 years. (necessary client certificate for the same should be enclosed) – Annexure 2 E
- b. Average annual turnover of **Rs. 150.00 lakhs** for the last three years. The Firm must ensure that they submit the evidence of eligibility criteria on turnover & positive net worth as on 31st March 2018 in the form of audited financial statements **signed by Chartered Accountant** for the last 3

(three) Financial Years. (2015-16, 2016-17& 2017-18). **Audited financials shall be submitted as proof in the last three financial years as per the format attached – Annexure - 2 - D.**

Covers without **EMD** will be treated as non-responsive and will be disqualified. Conditional Tender will be rejected summarily (In the case exemption certificate for EMD available from MSME for consultancy sector, it will be considered).

It should be noted that “assignment along with client certificate will only be considered for evaluation”.

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

7.3 Technical Proposal

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

- (i) the quality of the methodology proposed (25 points); and
[Note to Consultant: The Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts]
- (ii) the qualifications of key staff proposed for the assignment (75 points).

S. No	Key Professionals	Marks
1	Team Leader / Project Manager	15
2	Deputy Team Leader	12
3	Project Engineer (Civil/Environmental) – 2 Nos	20
4	Quantity Surveyor – 2 Nos	12
5	Environmental Specialist	5
6	Social Specialist	5
7	Financial Specialist	6
	Total	75

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

- (i) General qualifications - (30 points)
- (ii) Adequacy for the project (suitability to perform the duties for this assignment. These include education and training, length of experience on fields similar to those required as per terms of reference, type of positions held, time spent with the firm etc) - (70 points)

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

those who have secured the minimum qualifying mark for opening of the financial proposals indicating the date and time.

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

7.4 Financial Proposal

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

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

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

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

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

8. Negotiations

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

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

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

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

8.5 The Contract will be awarded after successful negotiations, with the selected Firm as per the Tamil Nadu Transparency in Tenders Act 1998 and Rules 2000 and as amended there on.

9. Fraud and Corrupt Practices

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 TNUIFSL/PDGF is not bound to select any of the firms submitting proposals. Further, as quality is the principal selection criterion, the TNUIFSL/PDGF 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 TNUIFSL.
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 TNUIFSL/PDGF 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 Tiruppur Corporation / TNUIFSL, if any is not reimbursable as a direct cost of the assignment.
14. Assuming that the contract can be satisfactorily concluded in June 2019, you will be expected to take-up / commence with the assignment in June/July 2019.
15. The successful Consultancy Firm will be invited for signing agreement. The Consultancy Firm 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 Project Development Grant Fund valid for a period of 5 months or till the successful completion of the assignment and subject to extensions without any financial implications. The same will be released on successful completion of all the works satisfactorily. The validity of performance security will be extended according to the extension of contract period as per the agreement executed.
16. The Earnest Money Deposit of the successful Tenderer will be discharged when the Tenderer furnishes the required Performance Security and signs the Agreement.
17. The Earnest Money Deposit may be forfeited
 - (i) If the Consultancy Firm withdraws the tender after Tender opening during the period of validity of the tender.
 - (ii) If the Consultancy Firm withdraws the Tender after the issue of letter of acceptance of his Tender.
 - (iii) In the case of a successful Consultancy Firm, if the Consultancy Firm fails within the specified time limit to:
 - furnish the required performance security or
 - sign the Agreement
 - accept the Letter of Intent
 - (iv) if the Consultancy Firm 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 Consultancy Firm).
20. Please note that mobilization advance is not allowed in this contract.

21. It is estimated that about a minimum of 26 man-months for key experts of services will be required for the study and generally you should base your financial proposal on this figure. However, you should feel free to submit the proposal on the basis of man-months considered necessary by you to undertake the assignment.
22. Joint Venture, Consortium, Association are 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. PDGF/TNUIFSL reserves the right to postpone / cancel this RFP at any point of time without assigning any reason, whatsoever.
25. 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.
26. Please note that conditional bids are liable for rejection.
27. SETTLEMENT OF DISPUTES

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

27.2 Miscellaneous. In any arbitration proceeding hereunder:

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

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

a. By the Client

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

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

b. By the Consultant

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

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

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

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

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

c. Cessation of Services:

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

29. Force Majeure:

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

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

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

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

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

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

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

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

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

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

Suspension

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

30. Any entity which has been barred by the Central Government, any State Government, a statutory Independent or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate (“Associate” means a firm have common controlling shareholders or other ownership interest as that of the Consultancy Firm).
31. The Consultancy Firms 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 Tiruppur Corporation/TNUIFSL, Project site etc. PDGF/TNUIFSL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.
32. 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 Tiruppur Corporation, Applicable Laws and regulations or any other matter considered relevant by them.
33. Misrepresentation/ improper response by the Consultancy Firm may lead to the disqualification of the Consultancy Firm. If such disqualification / rejection occurs after the Proposals have been opened and the highest-ranking Consultancy Firm gets disqualified / rejected, then PDGF/TNUIFSL reserves the right to consider the next best Consultancy Firm or take any other measure as may be deemed fit in the sole discretion of PDGF/TNUIFSL, including annulment of the Selection Process.
34. PDGF / TNUIFSL reserves the right to make inquiries with any of the clients listed by the Consultancy Firms in their previous experience record.
35. Test of responsiveness:
 - i. Pre-qualification Proposal along with EMD – Cover – 1
(Signed and sealed copy of the RFP, Pre-proposal Minutes of the Meeting, Addendums issued, etc., shall be submitted as part of Cover 1, without any financials)
 - ii. Technical Proposal – Cover – 2
 - iii. Financial Proposal – Cover – 3
 - iv. All the pages of above proposals (addendums / corrigendum issued, if any) shall be duly sealed and signed by the Consultancy Firms authorized representative as part of the Technical proposal – cover-2.

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

Yours faithfully,

The Managing Director
TNUIFSL
Fund Manager of PDGF

TERMS OF REFERENCE FOR PREPARATION OF DETAILED PROJECT REPORTS FOR PROVIDING UNDER GROUND SEWERAGE SCHEME IN LEFTOVER / ADDED AREAS IN TIRUPPUR CORPORATION (WESTERN CLUSTER) IN TAMIL NADU

I.BACKGROUND:

As per the policy decision of the Government, the implementation of the Under Ground Sewerage Schemes were taken up during the last two decades in 58 Urban Local Bodies. The priority was given for the Corporations, District Head Quarters and other Towns having Tourism, Heritage, Pilgrim Towns etc.,

Out of the 58 towns taken up, so far UGS schemes in 35 ULBs were completed and put into public use and execution of UGSS in the balance towns are in various stages of implementation. The implemented UGSS in most of the towns cover only core area or part of the town which is serving only in the range of 35% to 70% of the total area of the corporation/ Municipality as detailed below:-

Sl.No	Name of the Municipality	No. of Property tax assessments	Total No. of UGSS assessments	Balance No. of assessments	% of Assessment covered
	Corporations				
1	Madurai	319462	164523	154939	52
2	Coimbatore	547692	367257	180435	70
3	Tiruchirapalli	212403	201911	10492	95
4	Tirunelveli	248233	248233	0	100
5	Tiruppur	233516	166950	66566	72
6	Vellore	108575	90120	18455	83
7	Thanjavur	45754	45754	0	100
8	Dindigul	43731	20724	23007	47
	Municipalities				
1	Kancheepuram	49980	26736	23244	54
2	Pallavaram	54747	54747	0	100
3	Tambaram	42041	32619	9422	78
4	Maraimalainagar	21230	5910	15320	28
5	Avadi	84039	69540	14499	83
6	Tiruvallur	11991	11907	84	99
7	Cuddalore	30828	16000	14828	52

Sl.No	Name of the Municipality	No. of Property tax assessments	Total No. of UGSS assessments	Balance No. of assessments	% of Assessment covered
8	Tiruvannamalai	30289	19176	11113	63
9	Villupuram	37254	23234	14020	62
10	Namakkal	47091	23702	23389	50
11	Dharmapuri	19238	7200	12038	37
12	Krishnagiri	21439	9685	11754	45
13	Karur	68945	32000	36945	46
14	Kumbakonam	34116	34116	0	100
15	Mayiladuthurai	25067	19616	5451	78
16	Nagapattinam	22362	21012	1350	94
17	Triuvapur	18033	8715	9318	48
18	Pudukottai	34642	25760	8882	74
19	Perambalur	25530	23794	1736	93
20	Ariyalur	12215	10308	1907	84
21	Theni Allinagaram	27296	18000	9296	66
22	Periyakulam	10375	10375	0	100
23	Chinnamanur	11635	10849	786	93
24	Bodinayakanur	19604	19604	0	100
25	Ramanathapuram	24953	19887	5066	80
26	Udumalaipet	15719	12500	3219	80
27	Udhagamandalam	21576	15718	5858	73
28	Virudhunagar	31588	12090	19498	38

Originally at the time of project formulation/ DPR preparation, it was proposed to provide UGS Scheme to the core area/ developed areas/ densely populated areas and according to the availability of funds sanctioned by the Government. But after the implementation of the scheme and in the last two decades, several areas in the above ULBs got developed due to urbanisation. Besides the local bodies which are already developed and having more population and situated adjoining to corporations and bigger municipalities were merged with the ULBs. The coverage of UGSS in the above ULBs range from 35% to 70% only as stated above and hence at present, considering urbanisation trends it is necessary to provide 100% coverage to the entire area of the ULBs.

Also it is felt that the coverage of sewerage system for the left out and added areas, will improve the sanitation conditions of the towns as well as improve the effective cultivation by utilizing the treated waste water effluent. This will also enable the ULB to sell the secondary treated water, which will generate considerable revenue to the ULB as well as reduce usage of

potable water. Considering the above facts and benefits the TNUFISL to appoint consultant for taking up investigation the preparation of DPR for 100% coverage of UGSS in the above ULBs.

Hence, the Tiruppur Corporation is taken as Western Cluster and it is proposed to prepare DPRs for Under Ground Sewerage Scheme in the leftout / added areas in Tiruppur Corporation by engaging consultants through PDGF managed by TNUFISL.

II.OBJECTIVE:

To achieve the goals set forth in the National Urban Sanitation Policy such as eradication of open defecation, achieving total sanitation to all etc., The objective of the assignment is to study, analyse, plan, design and prepare comprehensive DPRs in the leftout / added areas in Tiruppur Corporation in Tamil Nadu by undertaking a technical, financial, economic, environmental and social study, prioritized capital investment plan, detailed designs, drawings, cost estimates and bidding documents for planning and implementation.

The consultant shall also study the ongoing Sewerage system if any nearby the project area and shall seamlessly synergize with the existing/ ongoing network. The Salient Details of the existing infrastructure are provided in the Enclosure-I. However, the details may be confirmed by the consultant at the time of DPR preparation.

III.SCOPE OF WORK:

The scope of work includes but not limited to the following-

- 1) Consultants shall prepare detailed profile of the town mapping, socio economic, demographic, administrative, physical, environmental, land use, historical, features of the study area.
- 2) Consultant shall review the existing UGSS System including storm water network, if available, for the entire Project Area and assess the present condition of the water supply.
- 3) Consultant shall evaluate the present status of sewage generation, storage and disposal practices in the prevailing UGSS in Corporation. The study should also cover the existing public conveniences available in the project area and its disposal mechanism.
- 4) Estimate the current population and projected population for base year, intermediate and ultimate years, fixing the expected year of commissioning as the base year based on census

data and collection of all available current data and other aspects influencing the population growth.

- 5) Based on the study, firm up the quantum of sewage generation including industrial sewage and their characteristics based on water supply schemes presently being implemented/proposed to be implemented in the study area, existing water sources for supply of water, finalizing the design criteria in conformity with CPHEEO and other national standards for providing sewerage scheme in the project area.
- 6) **Topographic Survey:** Best use of the survey details that are available with the Tiruppur Corporation and conduct detailed topographic survey (total station survey) in the Tiruppur Corporation for the left out / added areas for preparation of road plan with levels along roads/streets at suitable intervals (at every 30 m) and at junctions of roads, locations such as change in gradients, road turnings, zoning areas and at selection of site for sewage pumping stations in due consultation with the officials of Tiruppur Corporation and prepare contour map. At least 5 % of the survey work has to be cross checked in the field along with the respective Tiruppur Corporation engineers. Creation of Temporary Bench Mark (TBM) within the project area with respect to the known GTS (Great Trigonometric Survey) benchmark or a benchmark transferred from GTS by departments like PWD, Highways, Railways etc. and to establish PBMs in the proposed PS Sites and also at the final disposal points (if any). Also prepare set outs for all the identified sites.
- 7) Divide the Project area into convenient zones based on contours and levels to draw up hierarchy of the sewerage system and their locations for designing the most effective system.
- 8) Fix the peak factor based on zoning population and as per CPHEEO guidelines and estimate the residential, commercial and institutional connections for the proposed system.
- 9) Identify sites for sewage lift stations / pumping stations in the project area (in consultation with revenue authorities / Corporation /other Government Departments) depending on the techno economic consideration and prepare land plan schedules locating Sewage Treatment Plants (STP) – if required, Sewage Pumping Stations (SPS) and Lift Stations (LS) with Survey numbers so as to facilitate land acquisition /land alienation. Available alternate sites should also be identified for STP/SPS/LS and details to be furnished in the report. Water bodies & OSR lands should never be considered for proposals. The siting guidelines of TNPCB, CPHEEO, ESMF shall be considered in identifying the sites.

- 10) Geotechnical Surveys: Soil tests as per relevant I.S / IRC Standards have to be done by consultants to arrive at design parameter for the formation and safe bearing capacity. At locations proposed for important installations like lift stations, pumping stations, etc. minimum of two boreholes for every such installation shall be made to determine the SPT-N values at depth specified in the relevant IS codes, soil samples taken from bore holes should be usually classified, index properties should be determined and presented in along with the final report. These boreholes should be normally taken to a depth of 3m below the depth where the 'N' value of soil is greater than 100 (to account for any drastic fall in 'N' value below this stratum). Soil investigation has to be carried out for the entire pipeline alignments (collection system and pumping main) in the area at every 500m or 1000m to determine water table and type of Manhole to suit the site condition. The subsurface water at each borehole be sampled and a chemical analysis carried out, to recommend appropriate cement / admixture for use in foundations. Recommendations of a geo-technical expert should be furnished in the soil report and should cover aspects like appropriate soil stabilization measures if required, bearing capacity of the founding strata etc. After completion of soil investigation test, based on the nature of soil, suitable foundation for the proposed structures should be discussed and suggested.
- 11) **Project Designs and Drawings:** Designing the sewer collection system based on the geo technical investigations to ascertain the maximum depth of cutting possible to lay the sewers and constructing the manholes, lift stations, Pumping Stations, pumping mains, necessary treatment facilities and disposal methods including identifying the extent of coverage of poorer segments of the population depending upon location, kind of habitation (e.g. slum areas) and type of coverage (individual households). The Collection system shall be designed by exploring different technological options and possible restricting the depth of cutting not more than 4.5m. The policy decisions adopted by Tiruppur Corporation with regard to depth of manhole and the material of construction should be adopted. The design period of sewerage components shall be adopted as per CPHEEO norms. Project designs shall include necessary designs, drawings for all the civil, mechanical and electrical components of the project. The STPs shall be designed in modules. Necessary area allocation and provisions in common units shall be made for future expansion. Design shall make provisions to facilitate clear, continuous & integrated access to all units and mechanical removal of screenings from Pumping stations & STP. The project drawings shall include general arrangement drawings

and detailed drawings for the collection system, specifications for the manholes, pumping and lift stations, pumping and gravity mains till final disposal to the existing / proposed STP and disposal of treated effluent. The detailed Hydraulic and structural design and drawings for all the components in the Pumping station / Collection system (Collection well, Screen well, Suction well, Pump house, Valve chamber, Diaphragm chamber, Grit pit etc.) with all reinforcement details to be provided. In addition to design drawings, prepare good for construction drawings. The drawings for Mechanical and Electrical Installations shall also to be prepared. If changes are required in design, estimate & drawings required by any funding agencies, the same should also be carried out by the consultant.

- 12) Design for Sewage Treatment Plant (if required) / Pumping Stations / Lift Stations shall be provided with all components and cost estimate, design and drawings for Electrical and Mechanical installations including good for construction drawings
- 13) **Materials and Options:** The consultant shall compare and contrast with different materials required for the implementation of the project based on the specifications and cost. (For eg use of HDPE Vs. UPVC pipes, GRP, DWC pipes Vs SW pipes etc., Cast in situ vs Precast / PE for Manholes, etc.,)
- 14) **Utilities Mapping:** Estimate the underground utilities including water supply lines, OFC cables, etc., as well as above ground obstructions such as HT lines, hoardings etc which will affect the project works.
- 15) The consultant to identify the difficult stretches to work with, such as poor foundations, high water tables, narrow areas, high traffic zones, densely populated areas, high rock zones, flood prone areas, corrosive soils etc.,
- 16) The consultant to explore the different options of routing the pumping main and trunk sewers by reducing social impact also explore the possible routing it through the roads owned by the Corporatio.
- 17) Analyse various Sewage Treatment Technologies with respect to area, cost, etc., and effluent characters complying with CPCB/TNPCB and the latest CPHEEO norms and suggest suitable technology. Possibility of reuse of treated effluent may be studied. The consultant shall suggest suitable disposal point for treating sewage in the existing STPs of the Corporation. depending upon their proximity (or) the consultant shall check the existing STP capacity with the proposed sewage flow from the study area. In the case of capacity of STP

not sufficient, the consultant identify suitable location for a new STP and the scope of preparation of design and estimate for new STP falls in the scope of the consultants.

- 18) Telemetry and SCADA arrangement shall be proposed for operation of the STP, Sewage pumping station in addition to that the SCADA system shall address control and monitoring the Quality, Quantity, Levels and Pressure.
- 19) All electrical installations and necessary drawings relating to STP, Pumping Stations and Lift Stations shall be prepared with electrical & electronical designs including estimation of the load for obtaining TANGEDCO service connection.
- 20) **Estimation of Quantity and Costs:** Prepare project cost estimate including capital, O&M Costs based on the above and prepare financial analysis and economic analysis including internal rate of return/economic rate of return of the project. Justify the assumptions made by illustrations, which are executable. The cost estimate shall be based on the current schedule of rates. The estimate shall include road restoration charges and internal plumbing into the premises of assessee wherever necessary. There shall not be any lump sum provision in the estimate. For items not covered in the schedule of rates market rates shall be adopted with evidence of three quotes received from reputed firms or suppliers. BoQ has to be detailed and comprehensive to cover all aspects, including safety, worker facilities, EMP, etc., as part of DPR/Bid Doc preparation.
- 21) Other provisions to be considered in BoQ/Bid Docs/ Estimate Provisions: Critical costs such as shifting of underground utilities, working in unsafe -unhygienic -narrow areas, highly populated and high traffic areas and high rock and highwater table areas. Provision for trenchless technology has to be provided wherever required. Rates for material of construction should be specified for pipes, pumps and valves. Provision of finance charges, insurance charges, labour cess, third party inspection charges, employer's office, transport, etc. and provision for statutory taxes and duties & GST; provisions for safety planning, EMP, appropriate costs towards, vehicles, staff, laboratory equipment and tests etc., for the employer; should also be included. Price contingencies have to be linked to implementation time frame and expected escalation. For the purpose of price adjustment, Price index for the various components involved in the estimate has to be calculated and incorporated in the Bid Document.

- 22) Estimation of the sewer connection charges and monthly tariff to be collected from the residents along with the annual indexation for hike in tariff / connection charges. These details will provide a basis for arriving at the tariff at later date for Corporation.
- 23) Environmental and Social Impact Assessment:** The Consultant shall prepare Environmental and Social Impact Assessment studies as per the **Environmental and Social Management Framework (ESMF)**. First stage should be initial environmental and social screening report. And the environmental and social categorisation shall be at the interim report stage. Secondly based on the Environmental and Social Categorisation prepare necessary mitigation plans complying with the ESMF categorisation requirements. The consultants shall prepare designs conducive to climate change and adaptation. The ESIA shall contain suggestion for safe disposal of treated sewage and sludge and types of farm forest to be developed using the treated effluent finding its way to any water bodies. Re-use options for treated sewage shall be examined and suggested. The consultant shall also provide the details of the sites required and availability for the construction of Pumping stations, lift stations etc., availability of RoW for laying sewer lines including pumping and gravity mains. (For guidance refer Enclosure II & III). The outcome of the stakeholder consultations and proceedings of the consultation to be included in the Environmental and Social Impact Assessment Reports. As per ESMF, for E1 and S1 projects, consultations shall be conducted at Screening stage and after Draft Final Stage.
- 24) Financial Models: Prepare financial models for the estimated project cost by analysing minimum five years financials of Tiruppur Corporation and prepare FoPs. Three financial models to be prepared one with the assumption of implementing the project by State Govt & Central Government grants, loans through Externally Assisted Project. The Consultant shall also arrive at the user charges by adopting different pricing options. Any changes if required by any funding agencies should also to be carried out by the consultant.
- 25) Economic Analysis: Carryout economic analysis for the project.
- 26) The consultant shall submit the Final Report consisting of Conceptual drawings, Architectural drawings, Engineering Drawings, Detailed designs / drawings, Good for Construction Drawings, working drawings with Structural, Electrical, Mechanical, Plumbing, etc., as required) along with Final BOQ's, Bid Documents, Operations and Maintenance plan etc.,

- 27) The consultant shall adhere to the Sector Wise SLIP Template for Sewerage / AMRUT Guidelines for the preparation of DPR. The compliance report for adherence shall be submitted.
- 28) Implementation Plan: Prepare detailed implementation plan for the project, including the list of the clearances required and procedures to be followed, related cost estimates, such as NH/SH/Canal/ Railways Crossings, Tree Cutting etc. Provide estimates for hiring of PMC for the project implementation with other required costs.
- 29) Prepare Quality Assurance Plan, Safety Plan, and Environmental Management Plan along with manpower requirement for their implementation and cost.
- 30) Prepare O&M and Maintenance Management Plan and implementation plan and assess the manpower requirements including costs and budget estimates. This should necessarily include mechanisms for cleaning the sewers, safety and PPE for personnel in the O&M of the Collection system.
- 31) Packaging and Bid Documents: The consultant shall prepare package wise bid documents including required drawings, BoQs. The Bid documents shall be prepared as per the Tamil Nadu Transparency in Tender's Act 1998 and Rules 2000 as well as per the World Bank and ADB procurement or as required by the norms of funding agency for availing funds. While preparation of civil work bid documents, irrespective of contract duration, all works bid docs to have escalation clauses. The consultant shall formulate the packages combining the areas in consultation with the Corporation.
- 32) Stakeholder Consultations: The consultant has to conduct separate stakeholder consultations at their own cost and prepare a dissemination report and disclosure report. The final approved Environmental Assessment, Environmental Management Plan and SIA/Resettlement Action Plans to be furnished to Corporation.
- 33) Draw up project budget with monthly targets, furnish network analysis such as CPM, PERT for purposes of effective project monitoring and regular reports.
- 34) Prepare the project implementation schedule for execution including Investment Planning, alternatives for investment, phasing of plant capacity based on commissioning of the UGSS relating to time frame and availability of funds.
- 35) Prepare procurement plan and implementation time schedules.
- 36) Prepare effective Resource allocation plan for Cash flow, human resources, machinery & equipment and materials.

- 37) Recommend organizational set up for operation and maintenance of the system. Identify requirements of staff along with costs including for implementing EMP in O&M stage in consultation with the Corporation.
- 38) All permissions from the pollution control Board (PCB), MOEF, CRZ, PWD etc., to be listed out with procedures, fees etc.,
- 39) The administrative boundary for each area shall be demarcated by the consultants in consultation with Corporation and indicated in the drawing.
- 40) Whenever power point presentation or otherwise are sought for, the consultants shall make themselves available to various committee.

The consultant responsibility would include

- (i) Data: - The consultant shall be wholly responsible for all the details of the proposal, the physical and site conditions, the execution methodology etc. All data utilized in preparation of the proposal shall be presented indicating the source of the data and also the basis of assumptions, if any. The consultant shall be responsible for all the data or designs and drawings and cost estimate given by them.
- (ii) Project area Survey: - Tiruppur Corporation shall indicate the project area and their boundary. The consultants shall be responsible for its verification.
- (iii) Survey and Analysis: - The consultant shall conduct his own studies and prepare estimates based on schedule of rates published by the TWAD Board and PWD and market survey for items not covered by the above including items for implementing including EMPs. The Corporation will not be responsible (except as to risks specifically accepted under the conditions of contract) for the validity of the project details, designs, drawings and estimates. The Consultant shall be responsible for this.
- (iv) Instrument/equipment: All necessary instruments to carry out the study shall be arranged and operated by the consultants at their own cost.
- (v) Project Designs: For the given purpose and functional use of the respective projects, proper design has to be developed. The consultants have freedom to choose the type of substructure and superstructure provided code specification/CPHEEO stipulations are met with and the cost of construction and operations and maintenance is less. The drawings and designs shall include a general arrangement drawing and detailed drawings including hydraulic and structural drawings of all components in suitable size such as A0, A1, A2 etc.. The level of detailing shall be such as

to enable check of conformity with code provisions, including detailed construction drawings and bar bending schedules.

(vi) Estimation of Quantities: Based on the surveys and designs evolved by the consultants, within the framework and the requirements of the projects, the consultants have to prepare detailed items and quantity schedules and subsequently work out the cost estimates, including necessary BoQs items for Environmental Management Plans.

(vii) Bid document: Preparation of bid document for implementation of the works in the format followed in Corporation. Inclusion of project specific EMPs evolved from Environmental Assessment Report in the contractual conditions for implementing EMP in contractual documents.

IV. STUDY AREA

The project study area comprises of Tiruppur Corporation in Western Tamil Nadu – Western Cluster

CLIENT'S INPUT AND COUNTERPART PERSONNEL

a) Services, facilities and property to be made available to the Consultant by the Client: Data available with the Tiruppur Corporation such as reports, plans shall be shared with the consultants. However, the correctness of data shall be confirmed by the consultant. The primary survey and other data collection are the sole responsibility of the consultant.

(b) Professional and support counterpart personnel to be assigned by the Client to the Consultant's team: The client will appoint a Nodal officer from Tiruppur Corporation and TNUIFSL for easy coordination. The client will also make sure that the senior officials of Tiruppur Corporation and TNUIFSL will be available to discuss the project as and when required for the project.

V. FINAL OUTPUTS: Duration of the Study will be 5 months.

Sl. No	Deliverables	Time Schedule	Payment Schedule
1	Interim Report	45 days from the date of issue of LoI after completion of all surveys	30 % of the contract agreement value

Sl. No	Deliverables	Time Schedule	Payment Schedule
2	Draft Final Report	45 days from the date of approval of Interim Report	30 % of the contract agreement value
3	Stakeholder Consultations and Dissemination Report	15 days from approval of Draft Final Report	5 % of the contract agreement value
4	Final Report and Draft bid documents.	30 days from the date of conducting Stakeholder Consultations	20 % of the contract agreement value
5	Final bid documents.	15 days from the date of approval of Final Report and Draft Bid Documents	15 % of the contract agreement value

1. Consultants shall submit periodical reports as in Enclosure – IV in detail to the clients and shall attend periodical reviews to be conducted by the clients with various departments of the government. Consultants shall make presentations to clients and to various departments as required during various stages of the assignment.
2. The consultant would be required to submit 15 copies of each of the reports (printed back to back pages) besides providing a soft copy of all reports and Auto CAD drawings. All the reports shall be printed in back to back pages. All design input and output data for all components should be submitted in hard copy as well as soft copy.
3. Prorata payment will be made for each stage of the assignment.
4. The client will not reimburse any additional cost for increase in road length in surveys or increase in households.
5. Termination at any stage for any area by the client. The appropriate proportional payment for the area on Sq.Km basis will be withheld.
6. Presentation to various committees during various stages of the assignment on as required basis.

VI. LIST OF KEY POSITIONS:

S.N	Key Professional	No. of Persons	Experience
1.	Team Leader / Project	1	A Post graduate in Civil Engineering having

S.N	Key Professional	No. of Persons	Experience
	Manager		specialization in Civil/ Environmental/Public Health Engineering with minimum 15 years experience in designing and implementation of Under Ground Sewerage Schemes.
2	Deputy Team Leader	1	A Post graduate in Civil Engineering having specialization in Civil/ Environmental/Public Health Engineering with minimum 15 years experience in designing and implementation of STPs.
2.	Project Engineer (Civil/Environmental)	2	A Graduate in Civil/Environmental, Engineering with about 12 years experience in the Sanitation Sector
3	Quantity Surveyor /	2	A Graduate in Civil Engineering with minimum 10 years experience in estimation of sewerage systems and other similar urban infrastructure projects.
4	Environmental Specialist	1	Graduate in Environmental Engineering / Environmental Science with minimum 5 years of experience in preparation of Environmental Assessment Report and Environmental Management Plan including cost estimates for Environmental Management Plan / in assessing, planning & implementation in similar assignments.
5	Social Specialist	1	Graduate in Sociology/Social Work/ Development Studies with minimum 5 years of experience in preparation of Social Assessment Reports, Resettlement action Plans, experience in land acquisition and resettlement issues in development projects, experience in social safeguards policies of the multilateral agencies and assignments of similar nature.
6	Financial Specialist	1	An Economist - Post Graduate in Economic/ Finance specialist - MBA Finance with about 10 years

S.N	Key Professional	No. of Persons	Experience
			experience with adequate exposure to municipal financial analysis

The above team should be supported by adequate support staff in the fields of environmental, electrical and instrumentation, social, structural, land survey, Geotech, and other experts / specialists with adequate experience to ensure that the objectives of the project are achieved within the timelines.

Copy of the degree certificate / educational qualifications has to be enclosed with the C.V

The data, details, maps, records collected (both hard and soft copies) by the consultant from various sources shall be handed over to TNUIFSL and Corporation at the end of the study.

VII. REVIEW COMMITTEE:

The Reports submitted by the consultants shall be reviewed and approved by the review committee and the review committee comprises of the following officials.

1. Representatives from O/o CMA
2. Representatives from Tiruppur Corporation
3. Representatives from TWAD Board
4. Representatives from PWD
5. Representatives from Highways
6. Representatives from TNUIFSL.
7. Experts will be nominated (if required)

Enclosure I

Salient Details required for Consultancy assignment for preparation of DPR for UGSS in leftover / added areas in Tiruppur Corporation (Western Cluster) in Tamil Nadu

Details of sewerage network coverage						
S.No	Name of the ULB	Total length of Roads including NHAI/NH/SH	Length of Sewer line (Km)	Ongoing / Proposed length of sewerline (km)	Balance length of sewerline (km)	% of UGSS coverage
	Western Cluster					
1	Tiruppur	1277.52	135.00	563	579.52	55
	Total				579.52	290

The above lengths which require UGSS are only indicative figure. No additional cost will be provided for increase in length identified during the course of the study.

Guidelines for preparation of Environmental Assessment Report

1.0 Brief Introduction

A brief introduction to the project shall be provided in this section

A brief description of the project area / city and salient features of the city shall be presented in this section, such as geographic location, climate, rainfall, soil profile, wind direction, existing drainage system, need for the proposed project etc.

2.0 The Project Objectives and Need

A brief profile of the status of existing infrastructure in the project city with respect to the proposed project, service levels, problems & issues and salient features of the proposed project shall be discussed in this section along with the environmental implications of the proposed project by covering the following objectives.

1. Establish the environmental baseline in the study area
2. identify and assess the adverse environmental impacts; and provide requisite measures to address these impacts
3. identify the opportunities for environmental enhancements in the project area and provide requisite guidance/plans in this regard
4. Identify and assess the climate change related aspects of the project
5. Wherever relevant integrate the measures (mitigation and enhancement related) in the project planning and design;
6. Develop appropriate management plans and codes of practices for implementing, monitoring and reporting of the environmental mitigation and enhancement measures suggested.
7. The EA shall be carried out in line with the Government of India (GoI)'s regulations (EIA Notification), and to suit ESMF.

The EA shall comprise filling the screening format, Environmental screening, Project EA, and the Environmental Management Plans (EMPs) & Mitigation measures. The EA shall be carried out in a consultative manner through "Stakeholder Consultations", at various stages, with the affected communities, NGOs, selected government agencies and other stakeholders.

3.0 Scope of Work

The following are the tasks to be performed by the consultants while conducting Environmental Assessment for the project including nature, scale and magnitude of impacts that the project is likely to cause on environment.

Task 1 Description of Project

A succinct description of the proposed project shall be provided covering: (a) status analysis of the existing infrastructure (b) description of each of the proposed components, activities and sub-activities. The task shall also bring out the rationale, the need for the proposed project and list out the various benefits of project implementation. As part of this activity, the consultant shall provide necessary maps to scale

Task 2 Review of Earlier Studies

The consultants shall review various earlier studies such as feasibility and detailed project reports, etc., of the project and understand the project and various aspects associated with the same. This shall provide a base to formulate the environmental surveys necessary for the project and assessing impacts of the same.

Task 3 Legislative and Regulatory Considerations

A review of the legal and regulatory provisions applicable for the project shall be carried out in this task and provide relevance of the law or regulations to the sub-project. The objective of the review is to bring out the legal and policy issues to be addressed in the project at various stages of project development such as planning, design, execution and operation. In addition to the environmental laws such as EP Act, Water Act, Air Act, SWM rules, EIA notifications etc., the consultants shall review applicable operational policies / directives of the EFA.

The review shall thus provide a complete list of regulatory formalities required for the project and various clearances required from different regulatory agencies including State Pollution Control Board.

Task 4 Preparation of Environmental Profile

An environmental profile of the project influence area shall be prepared, based on appropriate primary & secondary surveys and field investigations. The objective of this profile is to establish existing environmental conditions of the project area, in terms of air, water, noise, soil and other environmental parameters, which should form the basis for prediction of impacts due to proposed project activities. As part of this, the environmentally sensitive land uses (protected natural areas, areas of ecological value, sensitive receptors like schools, hospitals etc) would also be identified and plotted on a map to scale.

The extent and duration (atleast one season for rapid assessment and the three seasons for full detailed assessment) of surveys shall be judiciously decided by the consultant as per requirements of the environmental regulations applicable in India and guidelines of international funding agencies. The profile prepared shall be adequate enough to predict impacts of the project and shall cater to the requirements of obtaining necessary environmental clearances from the authorities.

The profile shall essentially include all physical, ecological and socio-economic components of the project environment and bring out the salient and sensitive features of the same. Important aspects such as reserve forests, national parks, major water bodies, structures of archaeological / historic importance, and other environmental resources (if any) shall be identified and salient features of the same shall be presented.

In addition to the basic environmental profile, quality of water supplied by the present water supply system, potential points of cross contamination and health profile of the project area population shall also be brought out in detail through appropriate sampling surveys and field investigations.

Detailed activities to be carried out under environmental assessment is given under section 4.0.

Task 5 Determination of Potential Impacts

Based on the environmental profile of the project area prepared above and the proposed project activities discussed under Activity 1, the consultants shall carry out environmental screening to determine the nature of impacts and level of Environmental Assessment to be carried out (Section 5.0 provide the details to be carried out).

- 1) In case of low or insignificant level of impacts, where an EMP will suffice, the consultant shall review the recent versions of generic EMPs available with TNUIFSL and carry out necessary changes to suit the project requirements.
- 2) As part of screening, if medium to high impacts, requiring a detailed EA and standalone EMP, the consultant shall carry out detailed impact analysis. The consultant shall predict environmental impacts of the project components, activities and sub-activities on various environmental attributes (bio, geo and physical) through appropriate analytical tools and techniques such as modelling techniques, overlays, etc. Significant or insignificant, permanent or temporary, reversible or irreversible, negative or positive impacts shall be categorised separately and presented for each phase of project development.
- 3) Based on the outcome of the screening, if subsequent relevance to climate change is envisaged in the project implementation or during operation, then the consultants shall collect relevant information and appraise the climate change impact. The consultants shall identify adaptation needs of the project, review for greenhouse gas reduction potential and identify necessary measures for implementation.

All identified impacts shall be summarised in an easily understandable format and the magnitude and significance of each impact shall be explained in detail.

An analysis of various project alternatives, including the 'Project' and 'No Project' scenario shall be brought out and impacts shall be analysed for each scenario. Based on the above analysis the best alternative that causes minimum or no impact shall be recommended for implementation.

Task 6 Stakeholder Consultations

The consultants shall carry out consultations with Experts, NGOs, Forest Department (if applicable) and other selected Government Agencies and other stakeholders to (a) collect baseline information, (b) obtain a better understanding of the potential impacts (c) appreciate the perspectives/concerns of the stakeholders, and (d) secure their active involvement during subsequent stages of the project as appropriate. For E1 projects atleast two consultations shall be conducted, one after screening and the second with the draft final EA / EMP.

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

Task 7 Development of an Environmental Management Plan / Determination of Mitigation measures

The consultants using outputs of the above tasks shall develop an implementable Environmental Management Plan (EMP) for the project. Development of an Environmental Management Plan is detailed under Section 5.0 below

4.0 Environmental Screening and EA activities to be carried out in detailed

4.1 Environment Screening

- (i) Environmental screening shall be undertaken to identify the environmental hot spots along the project corridors, project relevance to climate change and determine the level of environmental analysis required for the EA. The consultant shall carry out a preliminary analysis to assess the nature, scale and magnitude of the impacts that the project is likely to cause on environment. In case of significant environmental impacts encountered (may be applicable to the entire project/specific project interventions/specific locations), The consultants shall explore possible alternatives to the project and/or project components in a consultative manner. The deliverable at this stage will be Environmental Screening Report.
- (ii) The screening exercise shall be supported through secondary and primary information collection and, stakeholder consultations on existing environment scenario. As part of the screening exercise the consultants shall:
 - (a) Identify sensitive locations in the project area including regionally or nationally recognized environmental resources and sensitive manmade land uses like hospitals, schools, etc
 - (b) Establish baseline environmental quality with regard to air, water and noise at sensitive receptors.
 - (c) List and map common property resources such as roadside trees; forests, large water bodies; and major physical cultural properties, etc.
 - (d) Identify Human settlement, physical infrastructure and project activities that would result in severance.
- (iii) The consultants shall also appraise the project in terms of substantial greenhouse gas reduction potential and substantial need of adaptation to possible climate change.

4.2 Project EA

- (i) Existing Environment and Baseline Conditions: Baseline assessment shall be carried out based on the outcome of Environmental Screening carried out for the project. The baseline conditions shall be established through detailed primary level field surveys. At this stage the consultants shall prepare detailed maps showing candidate sites for environmental improvements. The specific tasks under this include the following:
- (ii) Data Collection: Data shall be collected on relevant physical, biological and socio-economic conditions to establish the current environmental status of the project area. The data collection should be undertaken to arrive at meaningful information that will facilitate assessment of impacts and preparing management plan. Broadly, the following form of the data categories shall be covered (the consultant is also encouraged to use professional judgement and local knowledge in defining other data requirements):

The current land uses at the proposed project site and the study area using maps plotted to appropriate scale, covering lakes/ponds and their uses, forests and its classification, ecologically sensitive areas (sanctuaries, national parks, wildlife corridors, identified areas of nesting, mangroves and / or of interest of migratory birds, etc.), prominent land marks, sensitive receptors, community severance, village settlements, agricultural lands, pasture and barren lands, various categories of CRZ areas if any, etc.

Physical - Geology, topography, soils, climate and meteorology (with emphasis on critical season considering water bodies and air quality), ambient air quality, surface and groundwater hydrology, existing sources of air emissions, existing water quality status of water bodies of importance.

- (a) Biological and Ecological assessment covering water bodies, fauna & flora, ecologically sensitive areas (perceived as well as officially listed).
- (b) Based on the outcome of screening report, the consultants shall carry out additional air and noise quality monitoring, which in future may depict the base line conditions for EMP monitoring.

Critical areas of environmental importance shall be identified as an output of the current environmental status of the project sites

Impact Prediction: The Consultant shall identify positive and negative impacts likely to result from the proposed project, interpreting “environmental” throughout the EA to include socio-economic impacts as well as impacts on the natural environment. All the project activities during pre-construction, construction and operation phases shall be considered to assess the impacts. The impact assessment shall necessarily cover “no action” alternative in the analysis. The consultants shall regularly interact with technical and social team of the project to share the findings of the impact assessment. The assessment of environmental impacts shall necessarily cover (but not limited to) the following:

1. Impacts on the water bodies (including, but not limited to the impacts on water source proposed to be developed for the project in case of a water supply scheme)
2. Impacts on topography and surface drainage due the proposed project activities in the project area,

3. Community and cultural severance, identified through consultations
4. Expected impacts on the land use patterns at and around the proposed project facilities/components
5. Impact on ecologically sensitive features including spawning areas in creeks/estuarine areas, etc.
6. Detailed assessment of impacts on receiving water bodies (including source of water bodies and downstream impacts on riparian rights)
7. Assess the change of stream course due to diversion channels to construction intake structures and its impact on downstream users
8. Impact on Socio-economic aspects of the projects area
9. The noise and air quality related impacts during construction period on sensitive receptors shall be assessed
10. Impact on Trees, public utilities and other community structures, cross overs, etc to be assessed.
11. Any impacts that are irreversible and/or cannot be avoided or mitigated should be identified
12. The consideration of the aspects in terms of climate change adaptation (Climate Proofing) should ensure that the desired developmental impacts of the strategy or measure are not endangered despite the forecasted effects of climate change. Furthermore the assessment should analyse whether the capacity for adaptation can be further increased in the framework of the strategy or measure. In this regard the expected climate changes and their consequences for the strategy or measure will be analysed. This includes both direct effects (e.g. more frequent flooding or drying out of water sources) and indirect effects of climate change. The analysis will also examine the longer targeted period of impacts beyond the formal period of the strategy or measure. On this basis, options will be developed and implemented to increase the capacity of the project to adapt.
13. The assessment and consideration of the potential for greenhouse gas reduction (Emission Saving) to avoid substantial greenhouse gas emissions. First, the expected development of greenhouse gases in the project area/sector will be assessed, followed by review of the planned strategy or measures for their contribution to greenhouse gas emissions and if there are potentials for reducing greenhouse gas emissions. On this basis, options to contribute to greenhouse gas reduction shall be developed, and if applicable taking into consideration the developmental impacts.

5.0 Environmental Management Plan

The EMP should suggest ways / options for mitigating negative impacts of the project, the preventive measures necessary. Where required, EMP shall include community consensus for the mitigation measures proposed. The EMP shall identify the means / agency responsible for implementation of the same and recommend suitable monitoring mechanism for the EMP. The EMP shall be in the form of contract covenants and shall provide detailed cost estimates converted into BOQ items wherever necessary and applicable for implementation of the same. The consultant shall also recommend an appropriate institutional mechanism as per the requirements of EMP.

The above referred activity shall be applicable for Generic EMPs as well as specific EMPs developed as an outcome of detailed EAs

The consultant shall prepare a detailed EMP covering the measures to mitigate and/or minimize the negative impacts, including the implementation arrangement and a monitoring plan for the same with site specific requirements. EMP shall cover the following details:

Management/Mitigatory / Enhancement measures:

- (i) For each of the significant negative impact, the consultant should recommend measures to eliminate or mitigate the impact. In case any impact is non-mitigable, the cost of damage shall be estimated and adequate compensatory measures shall be recommended.
- (ii) Consultants shall recommend enhancement measures for incorporation in the design for attaining energy efficiency, reuse of treated water, control of water leakage, energy generation etc.
- (iii) The cost (capital and recurring) of all the mitigation measures and the responsible parties for implementation should be clearly identified and shall be translated in to BOQ items. Wherever possible the measures should be drafted as contract clauses, which can be incorporated in construction/operational phase agreements
- (iv) The mitigatory measures should necessarily contain conceptual designs wherever necessary. The consultants should also specify neighbourhood committees to supervise effective implementation of the proposed mitigatory measures.

Landscape plan: Wherever necessary, the Landscaping plan should be prepared considering the project area as a whole and shall meet project specific requirements. Considering the nature of the project area, the EA should provide a conceptual landscape plan for all the project components while considering the special environmental and social needs.

Budget Estimates: The EMP budget estimates shall be prepared for each of the project component and the shall be integrated with the overall project cost estimates and the relevant costs shall be included in the BOQ provisions

Monitoring Plan: The Consultant should specify the types of monitoring needed for potential environmental impacts during construction and operation. As in the case of the mitigation plan, requirements should be specific as to what is to be monitored, how and by whom along with reporting formats and recommendations if any Cost estimates are necessary and where monitoring reports are to be prepared, the recipient responsible for review and any corrective action should be identified. The monitoring plan should be supplemented with a detailed schedule of implementation of EMP measures.

Institutional Arrangement to Manage Environment Impacts Effectively: The consultants shall identify institutional/organizational needs to implement the recommendations of the project EA and to propose steps to strengthen or expand, if required. This may extend to new agency functions, inter-sectoral arrangements, management procedures and training, staffing, operation and maintenance, training and budgeting.

6.0 Public Disclosure

The consultants are to provide support and assistance to the Client in meeting the disclosure requirements, which at the minimum shall meet the EFA's policy on public disclosure. The consultants will prepare a plan for in-country disclosure, specifying the timing and locations;

translate the key documents, such as the EA Summary in local language; draft the newspaper announcements for disclosure; and help the client to place all the EA reports in the client's website.

The consultants shall prepare an Executive Summary of the draft EA Report in both English and Tamil for public disclosure. In addition, for E1 projects, the consultants shall provide for the initial consultation a summary of the proposed project's objectives, description, and potential impacts; a summary of the EA's conclusions for consultation after the draft EA report is prepared.

7.0 Inputs to be provided by the Client

The client shall make available all relevant documents, reports in connection to the project area/study area and facilitate procurement of data to the consultants.

Guidance for preparation of Social Impact Assessment Report

Social Impact Assessment

The purpose of the proposed Social Impact Assessment is:

- Determine key social issues associated with the proposed sub-project;
- Identify potential adverse social impacts associated with the proposed project and recommend measures to mitigate impacts;
- Carry out an analysis of the vulnerable communities associated with the project, identify their concerns with regard to social aspects (including inclusion), and recommend measures to mainstream these into project design;
- Determine the applicability of Involuntary and or Indigenous Peoples Policies for the identified impacts and carry out additional surveys, consultation to prepare mitigation plans in accordance with the provisions of ESMF, if required.

1.0 Methodology:

The consultant should devise appropriate methodology to carry out the various tasks towards realizing the above objectives. SIA should also include a census and socio-economic survey of Project affected households and the results will provide basis for preparation of Resettlement Action Plan in order to mitigate adverse impacts and enhance development outcomes of the project. The strategy for socio-economic survey should be drawn up based on findings of the above SIA exercises carried out through quick reconnaissance surveys, public consultations, and stakeholder analysis.

2.0 Stakeholders:

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

Participation: Examine opportunities and conditions for participation by stakeholders – particularly the excluded groups and women – in the project (e.g. implementation and/or monitoring; influencing decision-making; holding public institutions accountable for the services they are bound to provide; access to project benefits and opportunities; etc.).

3.0 Preparation of RAP, if needed.

Based on the outcome of SIA, additional surveys and consultations need to be carried out to prepare Resettlement Action Plan, if needed and should be prepared in line with the process described in paras ESMF. If private land acquisition is involved, then the applicable process under RTFCTLARR Act, 2013 should also be followed as required in the state.

4.0 Outputs:

The final outputs includes (i) social Impact Assessment; and (ii) Resettlement Action Plan, if needed. If Tribal persons are affected the required consultations and documentation needs to be discussed.

5.0 Indicative Data Requirements for Census and Baseline Socio-Economic Surveys:

Socio-economic survey is meant to convert information gathered during initial consultative SIA exercises into measurable data, required for providing R&R assistance for different categories of PAPs, and for monitoring changes in people's conditions beyond the project period. The Socio-economic survey should provide information including but not limited to the following. The information gathered during the census and socio-economic surveys will form the basis for designing the Social Management and Tribal Development Plans.

- Social status of the affected families/persons: Caste/ tribe/gender category of families
- Economic status of the affected families/persons: source of livelihood, monthly incomes; number of bread earners in family and types of incomes, land ownership, household assets, ineptness, etc.
- Residential families: nature and quantity of likely loss-homestead area, residential structure, agricultural land, cattle shed; types of RR assistance preferred
- Commercial Units: nature of land and structure affected, title, business type, legal status of business, monthly incomes; number of employees;
- List of landless wage labourers, employees working in formal or informal sector who may have been adversely affected due to the project with data on nature of occupation, education and skill level, social category, age, and income.
- Common properties affected (grazing fields, community land, cultural properties, ponds, schools, community centres, dispensaries, emergency shelters; community forests; etc.)
- List of vulnerable persons/families: (poor, SC/ST, women headed, aged/infirm, physically or mentally challenged) with socio-economic profile;
- Other key information: travel time to work place; access to basic services; health status; participation in development schemes of the government; level of mainstream linkage;
- Any other information considered important in the local context.
- The outcome of the census and baseline survey should be in the form of a report and include but not limited to:(1) lists of PAPs according to their socio-economic and impact category (residential-legal and squatters; commercial-legal and squatter category; and encroachers-residential and commercial); (2) aggregated data on mean/ average household incomes, access to basic services, social and economic categories affected; common properties; and other details. (3) R&R impacts showing impacted lands and structures (type, quantity) across specific sections in line with the finalized alignment maps.

Indicative Table of Contents as Guidance for each stage of deliverables.

1. Interim Report

The Interim Report shall include the Status assessment, preliminary design, broad cost estimates, Initial Environmental and Social Screening Report, Provisional Environmental and Social Categorization of the sub project and draft designs. The indicative ToC for the Interim Report are as follows:

Table of Contents

1. Study Background and scope
2. Profile of Area and composition, Population, Climate & Rainfall, Physical, Geographical and Historical Features, Land Use etc.
3. Brief description of the project (UGSS)
4. Study Methodology (UGSS) (Step by step approach to study starting from collection of primary and secondary data, surveys and assessment and analysis etc.)
5. Work Plan and Way forward (including QAP)
6. Data Collection Plan and formats
7. Current Status Assessment (UGSS)
8. Preliminary concepts & Draft Designs
9. Topographical surveys
10. Basic maps and Topo sheet
11. Feasibility Analysis of preliminary concepts
12. Block Cost Estimates
13. Technological solutions and options
14. Initial Environmental Screening Report with Categorisation
15. Initial Social Screening Report with Categorisation
16. Financial Assessment and Project Specific financial assessment

Annexure

- Certification and test check of the survey by Corporation
- Drawings, Maps
- Concept Plan
- Other relevant details pertaining to this stage
- Environmental and Social Screening formats (filled in)

2. Draft Final Report

The Draft Final Report (DFR) shall necessarily include Draft Detailed design, Environmental and Social Assessment Report, Detailed engineering estimates and BoQs, phasing and packaging plan. The brief Table of Contents (ToC) are as follows: The report may be separated into volumes.

Table of Contents

I. Executive Summary

II. Report

1. Project Description
2. Project Components
3. Outcome of Assessment and Surveys(Topo, Getech, Water Quality etc.)
4. Technological Solutions (Designs, Treatment Technology etc.)
5. Summary of Consultations and outcomes
6. Environmental Assessment Report and EMP (Cost estimates)
7. Social Assessment Report
8. Detailed Design Report including Engineering Estimates
9. Detailed Cost Estimates and BoQ
10. Prioritizing, Phasing and Packaging
11. Implementation Plan (including O&M, implementation support)
12. Implementation Mechanism (institutional setup, manpower requirement etc.)
13. Package wise draft Bid documents with annexure (BoQ, Drawings, EMP)
14. Financial Analysis (for each of the sector – options-1 with Government Funding, 2.Multilateral Funding, 3. PPP, Bond financing etc.)

III. Annexure

- Design
- Survey Maps
- Geo Technical Reports
- Water quality assessment Report
- Action Taken on Previous Minutes of the Meeting
- ToR compliance Statement

3. Dissemination Report

The Consultant shall carryout stakeholder consultations and outcome of the consultations shall be brought into this report. The stakeholder consultations shall be two – one with the Government Departments and Agencies and the second with the general public, NGOs, civil societies. In addition, the Consultant also carryout FGDs, interviews, case sutudies and the outcome to be brought into the report. The brief Table of Contents (ToC) are as follows:

Table of Contents

1. Brief Introduction and Methodology
2. Details about consultations and participants (place, time, observations etc.)

3. Summary of outcome of the consultations

Annexure

- Copy of the power point presentation
- Newspaper clippings (before and after consultation)
- Attendance
- Minutes of the Consultation
- Scanned filled up feedback formats
- Any other relevant details

4. **Final Report and draft Bid Documents**

The Final Report (Detailed Project Report) shall comply with ToR, Minutes of the earlier Meetings etc. and contents of the Final Report are as follows:

Table of Contents

I. Executive Summary

II. Report

1. Project Description
2. Project Components
3. Outcome of Assessment and Surveys(Topo, Getech, Water Quality etc.)
4. Technological Solutions (Designs, Treatment Technology etc.)
5. Summary of Consultations and outcomes
6. Environmental Assessment Report
7. Social Assessment Report
8. Detailed Design Report including Engineering Estimates
9. Detailed Cost Estimates and BoQ
10. Prioritizing, Phasing and Packaging
11. Implementation Plan (including O&M, implementation support)
12. Implementation Mechanism (institutional setup, manpower requirement etc.)
13. Package wise draft Bid documents with annexures (BoQ - works & EMP, Drawings, EMP)
14. Financial Analysis (for each of the sector – options-1 with Government Funding, 2. Multilateral Funding, 3. PPP, Bond financing etc.)

III. Annexure

- Designs
- Survey Maps
- Geo Technical Reports
- Water quality assessment Report
- Action Taken on Previous Minutes of the Meeting
- ToR compliance Statement

5. Final Bid Documents

It should contain Package wise Final Bid Documents with the following:

1. Invitation for bids, Instruction to Bidders, Conditions of contract, Contract data.
2. Technical Specifications
3. Cost Estimate for the package including items for EMP
4. Drawings
5. EMP

6. Final Reports for Records after all approval

Volume I - Main Report (Should contain a separate Executive Summary chapter)

Volume II - Report on Field surveys - Topo surveys, Pipe Condition Surveys, GIS shape files, etc.,

Volume III - Design outputs

Volume IV - Maps and Drawings Volume

Volume V - Environmental Report

Volume VI - Social Report

Volume VII - Stakeholders report

Volume VIII - Cost Estimates (for items not in SOR three quotes obtained shall be enclosed)

Volume IX- Soil / Geotechnical Investigations Report - it shall have Authorized Geotechnical Engineer / agency certification Seal, sign and date.

Volume X - Structural Report with authorized structural engineer certification Seal, sign, date in the drawings by the consultants

Bid documents with relevant Technical specifications and good for construction drawing (package wise)

Volume XI- All PPT (review meetings and other important meetings attended)

Annex to above reports

Annex to Main Report - Compliance as per the ToR - duly mentioning each points and where and which volume it has been covered with reference

Annex to Main Report - Compliance to all official minutes of meeting - duly mentioning each points and where and which volume it has been covered with reference

Annex to Main Report - Compliance as per the relevant IS guidelines / manual

Annexure - 2

PRE - QUALIFICATION COVER - 1

COVER LETTER

(On the letter head of Consultancy Firm)

1

Date:

To

2

Project Development Grant Fund
No.19, T.P.Scheme Road
Raja Annamalai Puram
Chennai – 600 028

3

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

Dear Sir / Madam,

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

1. The pre-qualification, technical and financial proposals are unconditional.
2. All information provided in the proposal and in the Appendices / Annexures is true and correct and all documents accompanying such proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I/ We shall make available to TNUIFSL/PDGF any additional information it may find necessary or required to supplement or authenticate the proposal.
5. I/ We acknowledge the right of TNUIFSL/PDGF 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 or any of our Associates or Consortium Member have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award against the Consultancy Firm, 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 / pre-bid minutes issued by PDGF/TNUIFSL.
 - b. I/ We do not have any conflict of interest in accordance with Clauses as per the RFP document;
 - c. I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender issued by or any agreement entered into with PDGF or any other public-sector enterprise or any government, Central or State;
 - d. I / We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I /We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Consultancy Firms in accordance with the RFP document.
9. I /We believe that we satisfy the Conditions of Eligibility and meet the requirements as specified in the RFP document and are qualified to submit proposal in accordance with the provisions of the RFP document.
10. I /We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory Independent which could cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I /We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I /We further certify that no investigation by a regulatory Independent is pending either against us or against our Associates or against our MD / CEO or any of our Directors/ Managers/employees.
13. I /We undertake that in case due to any change in facts or circumstances during the Selection Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate PDGF/TNUIFSL 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 PDGF/TNUIFSL in connection with the selection of Consultant or in connection with the Selection Process itself, in respect of the above mentioned Project.
15. The EMD (Bid Security) of Rs.75,000/- (Rupees Seventy Five Thousand 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 PDGF/TNUIFSL or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
20. I /We, _____ (Consultancy Firm's name/Lead Member of Consortium Name) herewith enclose the Financial Proposal as per Annexure for selection of my/our firm as Consultant.
21. I /We agree and undertake to abide by all the terms and conditions of the RFP document.
22. In witness thereof, we submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

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

(Name and stamp of Consultancy Firm)

Annexure – 2 - A

STATEMENT OF LEGAL CAPACITY
(on the letter head of the Consultancy Firm)

Ref.

Date:

To

Project Development Grant Fund
No.19, T.P.Scheme Road
Raja Annamalai Puram
Chennai – 600 028

Sub: Appointment of consultant for preparation of.....

Dear Sir,

We hereby confirm that we, the Consultancy Firm, 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 for preparation in response to the RFP floated by PDGF / TNUIFSL 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 PDGF / TNUIFSL, representing us in all matters before the PDGF / TNUIFSL, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the PDGF / TNUIFSL 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 PDGF, 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.....2019

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 Consultancy Firm 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 Consultancy Firm.

Annexure – 2 - C

Details of Consultancy Firm

(To be submitted on Letterhead of Consultancy Firm)

1 a) Name:

b) Date of Incorporation/Commencement:

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

3. Shareholding of the Consultancy Firm

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

j) GST No: Attach Proof

6. Particular of Authorised Signatory of Consultancy Firm:

a) Name:

b) Designation:

c) Address:

d) Telephone No.:

e) Mob. No :

f) Email Address:

g) Fax No:

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

Annexure – 2 - D

Financial Qualification of Consultancy Firm

S. No	Financial Year	Annual Turnover (Rs. In lakh)	Net worth
1	2015-2016		
2	2016-2017		
3	2017-2018		

Statutory Auditor (Seal & Signature)

Name of Audit Firm:

Name of Partner:

Membership No.:

Firm Registration No.:

Contact No:

Address:

Note:

The Consultancy Firm shall attach copies of the Balance Sheets, financial statements certified by Chartered Accountant in Practice with his registration no for each financial year. The Consultancy Firm 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 Consultancy Firm

Eligible Project Experience of Consultancy Firm for Pre-qualification as defined in Clause 7.2.(a) Project in last seven years

(Following Tables shall be filled in by Consultancy Firm)

Outline of recent experience on assignments of similar nature:

<u>Sl.No.</u>	<u>Name of assignment</u> (UGSS DPR assignments)	<u>Name of project</u> (Eg. Smart City / AMRUT Funded under state or World Bank etc)	<u>Owner or sponsoring authority</u>	<u>Cost of consultancy assignment in Rs.lakhs</u>	<u>Date of commencement</u>	<u>Date of completion</u>	<u>Was assignment satisfactory or completed</u>	<u>Length of Sewer in kms</u>	<u>Project cost in Rs.crores</u>
1	2	3	4	5	6	7	8	9	10

Please attach relevant documents as proof (such as award letter, completion certificate, copy of concession agreement or award letter to bidder etc.)

(only completed assignments will be taken up for consideration)

Seal / Name & Signature of Authorised Signatory

SUPPLEMENTARY INFORMATION FOR FIRMS

Proposals

(1) Proposals should include the following information:

(a) Technical Proposal

- (i) A description of the manner in which consultants would plan to execute the work. Work plan time schedule in Form F-3 and approach or methodology proposed for carrying out the required work.
- (ii) The composition of the team of personnel which the consultant would propose to provide and the tasks which would be assigned to each team member in Form F-4.
- (iii) Curriculum Vitae of the individual key staff members to be assigned to the work and of the team leader who would be responsible for supervision of the team. The curriculum vitae should follow the attached Format (F-5) duly signed by the concerned personnel.

(b) Financial Proposals

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

(2) **Two sets (Original + Duplicate) of Technical proposals (With Soft copy in Pen drive) and one original of Financial proposal should be submitted to TNUIFSL, 19, T.P. Scheme Road, Raja Annamalai Puram, Chennai – 600 028.**

(3) Contract Negotiations

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

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

(5) Nomination of Experts

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

(6) Terms of Payment

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

(7) Review:

The Review Committee indicated in the ToR will review the reports submitted by the consultants.

TECHNICAL PROPOSAL COVER - 2

FORM F-1

From

To

Project Development Grant Fund
No.19, T.P.Scheme Road
Raja Annamalai Puram
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)

FORM F-2

ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED / ONGOING DURING LAST 7 YEARS

Outline of recent experience on assignments of similar nature:

<u>Sl.No.</u>	<u>Name of assignment</u> (UGSS DPR assignments)	<u>Name of project</u> (Eg. Smart City / AMRUT Funded under state or World Bank etc)	<u>Owner or sponsoring authority</u>	<u>Cost of consultancy assignment in Rs.lakhs</u>	<u>Date of commencement</u>	<u>Date of completion</u>	<u>Was assignment satisfactorily completed</u>	<u>Length of Sewer in kms</u>	<u>Project cost in Rs.crores</u>
1	2	3	4	5	6	7	8	9	10

Seal / Name & Signature of Authorised Signatory

FORM F-3

WORK PLAN TIME SCHEDULE

A. Field Investigation

Sl. No.	Item	1st	2nd	3rd	4th	5th	Month-wise Program
---------	------	-----	-----	-----	-----	-----	--------------------

B. Compilation and submission of reports

As indicated under TOR

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

Seal / Name & Signature of Authorised Signatory

FORM NO.F-4

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

1. A. Key / Technical / Managerial Staff

S. No.	Position	Name	Task assignment
a)	Team Leader		
b)			
c)			
d)			

Seal / Name & Signature of Authorised Signatory

FORM F-5

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

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Languages:

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

Certification:

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

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

Full name of staff member: _____
Full name of the authorized representative: _____

FINANCIAL PROPOSAL COVER - 3

FORM NO.F-6

SCHEDULE OF PRICE BID
(To be attached with Financial Proposal Cover - 3)

(On the letter head of Consultancy Firm)

Sub: Appointment of Consultant for

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

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

(Rupees in Words)

Note:

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

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

Signature
Seal of Firm
(Authorized representative)

FORM NO.F6-A

Cost Estimate of Services

I. Remuneration to Staff:

S. No.	Key Professionals	Name	Rate Amt in Rs	Man Months	Total Cost Amount in Rs
1					
2					
3					
4					
	Total - A				

S. No.	Support Staffs	Name	Rate Amt in Rs	Man Months	Total Cost Amount in Rs
1					
..					
..					
..					
..					
	Total - B				

II. Out-of-Pocket Expenses:

S. No.						Total Cost Amount in Rs
1	Per Diem	Room	Subsistence	Total	Days	
2	Air Fare					
3	Lump Sum Miscellaneous Expenses					
..						
..						
	Total - C					

III. Other Expenses:

S. No.					Total Cost Amount in Rs
1	Local conveyance				
2	Printing cost				
3	Misc. if any				
4	Topo Survey cost per km				
5	Geotechnical cost per location				
..					
	Total - D				

Consulting Services

Draft agreement of Contract for this Assignments to be Carried out by Firm

Draft Agreement

To be executed in Rs. 100/- Stamp Paper

Subject: (Name of Assignment)

(Name of Consultant)

PAN :

GST No:

This AGREEMENT (“Agreement”) is executed at Chennai on this __ day of2019 by and between Project Development Grant Fund managed by TNUIFSL (‘Client’) (hereinafter will be referred as Client) having their office at....., Chennai – 600028, and M/s., (‘Consultant’) (hereinafter will be referred as Consultant) having their office located at

1. Set out below are the terms and conditions under which Consultant has agreed to carry out for 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 Consultant with all relevant information needed to carry out the assignment. The services will be required in (Name of Assignment) for 5 months, during the period from _____ to _____ or till the date of completion of the assignment.
3. The 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 Consultant shall be paid for the services rendered for carrying out the assignment to the date of termination, and the Consultant will provide the Client with any reports or parts thereof, or any other information and documentation gathered under this Agreement 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 Agreement, its meaning and interpretation and the relation between the parties shall be governed by the laws of Union of India
6. This Agreement will become effective upon confirmation of this letter on behalf of Consultant and will terminate on _____, or such other date as mutually agreed between the Client and the Consultant.
7. Payments for the services will not exceed a total amount of Rs. _____.

The Client will pay to Consultant, within 30 days of receipt of invoice

As per ToR

The above remuneration includes all the costs related to carrying out the services, including overhead and any taxes imposed on Consultant

8. The Consultant will be responsible for appropriate insurance coverage. In this regard, the Consultant shall maintain workers compensation, employment liability insurance for their staff on the assignment. The Consultant shall also maintain comprehensive general liability insurance, including Agreemental 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 Consultant or its staff. The Consultant shall provide the 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 [Award cost];
 - (b) Professional liability insurance, with a minimum coverage of Value of assignment [Award cost];
 - (c) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, 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 Consultant shall indemnify and hold harmless the Client against any and all claims, demands, and/or judgments of any nature brought against the Client arising out of the services by the Consultant under this Agreement. The obligation under this paragraph shall survive the termination of this Agreement.
10. The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
11. The Consultant shall furnish a Bank Guarantee amounting to 5% of the award 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 Consultant in the event of breach of the work assigned in the ToR or the finalized Agreement.
13. All final reports, plans, specifications, analysis and other documents or software submitted by the Consultant in the performance of the Services shall become and remain the property of the Client. The Consultant may retain a copy of such documents but shall not use them for purposes unrelated to this Agreement without the prior written approval of the Client.
14. The Consultant undertake to carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment, and to ensure that the staff assigned to perform the services under this Agreement, will conduct themselves in a manner consistent herewith.
15. The Consultant will not assign this Agreement or sub-Agreement or any portion of it without the Client's prior written Consent.
16. The Consultant 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 Consultant also agree that all knowledge and information not within the public domain which may be acquired during the carrying out of this Agreement, 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 Client written permission.

18. SETTLEMENT OF DISPUTES

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

18.2. Miscellaneous. In any arbitration proceeding hereunder:

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

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

a. By the Client

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

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

b. By the Consultant

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

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

c. Cessation of Services:

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

20. Force Majeure:

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

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

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

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

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

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

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

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

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

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

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

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

22. The jurisdiction of court will be at Chennai.

23. Conflict of Interests: The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests. Consultant Not to Benefit from Commissions, Discounts, etc.: The payment of the Consultant shall constitute the Consultant's only payment in connection with this Agreement, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that the Experts and agents of them, similarly shall not receive any such additional payment.

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

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

Prohibition of Conflicting Activities: The Consultant shall not engage, and shall cause its Experts not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Agreement.

Strict Duty to Disclose Conflicting Activities: The Consultant has an obligation and shall ensure that its Experts shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Agreement.

24. Confidentiality: Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

25. Accounting, Inspection and Auditing: The Consultant shall keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs. The Consultant shall permit, the Client / GoTN and/or persons appointed by the Client / GoTN to inspect the Site and/or all accounts and records relating to the performance of the Agreement and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Client / GoTN if requested by the Client / GoTN.

Place:
Date:

(Signature of Authorized Representative
on behalf of the Consultant)

(Signature of Authorized Representative
on behalf of the Client)

.....

.....

LIST OF ANNEXES TO AGREEMENT

Annex 1: Terms of Reference and Scope of Services

Annex 2: Consultant Personnel

Annex 3: Consultant's Reporting Obligations

Annex 4: Work Schedule and Key-person Schedule

Annex 5: Performance Guarantee

Bank Guarantee for Performance Security

To

Project Development Grant Fund
 No.19, T.P.Scheme Road
 Raja Annamalai Puram
 Chennai – 600 028

In consideration of Project Development Grant Fund (PDGF) 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” 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 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 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 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 of any of the terms or conditions contained in the said Agreement or by reason of the Consultant’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 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 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 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 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 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 or for any forbearance, act or omission on the part of the Client or any indulgence by the Client to the said Consultant 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(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, 2019