



REQUEST FOR PROPOSAL (RFP)

for

CONSULTANCY ASSIGNMENTS

Firms

Lump sum - *QCBS*

**Appointment of Consultant for preparation of Feasibility
cum Detailed Project Report for redevelopment of VOC
Market in Salem City Municipal Corporation**

PROJECT DEVELOPMENT GRANT FUND

NO. 19, T.P. SCHEME ROAD,

RAJA ANNAMALAIPURAM,

CHENNAI – 600 028

LETTER OF INVITATION

Dear Sirs,

Subject: Appointment of Consultant for providing Consulting Services for preparation of Feasibility cum Detailed Project Report for redevelopment of VOC Market in Salem City Municipal Corporation -reg.

1. You are hereby invited to submit Pre-qualification, technical and financial proposals for **Consulting Services for preparation of Feasibility cum Detailed Project Report for redevelopment of VOC Market in Salem City Municipal Corporation** to be taken up by the Project Development Grant Fund (PDGF), managed by Tamil Nadu Urban Infrastructure Financial Service Limited (TNUIFSL), which could form the basis for future negotiations and ultimately a contract between your firm and The Managing Director, TNUIFSL, Chennai – 600 028.
2. The purpose of this assignment is for Consulting Services for preparation of Feasibility cum Detailed Project Report for redevelopment of VOC Market in Salem City Municipal Corporation as mentioned in the Terms of Reference (ToR).
 - 2.1 Client means PDGF managed by TNUIFSL.
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 **20.12.2017 @ 15.00** hrs in the **TNUIFSL, No. 19, T.P. Scheme Road, RajaAnnmalaiPuram, Chennai – 600 028**. The prospective firms will have an opportunity to obtain clarification regarding the scope of the work, terms of reference, contract conditions and any other pertinent information.

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

The Managing Director or its representative
TNUIFSL

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

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

- 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. 35,000/-** in the form of Demand Draft to be taken in the name of “**Project Development Grant Fund**” Chennai – 600 028. The EMD of unsuccessful firms will be returned within 45 days of the date of completion of selection / tender process.
- 6.3 The second envelope, viz., Cover-2 marked “Technical proposal for the captioned project” must also be sealed and initialed twice across the seal and should contain information required in Annexure 3 viz., supplementary information for firms.
- 6.4 The first and second envelopes should not contain any cost information whatsoever. The third envelope viz., Cover-3 marked “Financial Proposal for the captioned project” must also be sealed and initialed twice across the seal and should contain the detailed price offer for the 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 hours on **08.01.2018**.

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

6.5 **Opening of proposal**

The proposals (first envelope (cover 1) containing pre-qualification criteria only) will be opened by the Managing Director, TNUIFSL or his authorized representative in its office at 15.30 hours on **08.01.2018**. 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 –

- (i) Consultants who have completed at least **two assignments for Preparation of DPR for Markets** in urban areas in the last 7 years. (*Assignment along with client certificate only considered for evaluation*)
- (ii) Average annual turnover of **Rs. 100.00 lakhs** for the last three years (2014-15, 2015-16 & 2016-17). **Audited financials shall be submitted as proof in the last three financial years.**

(iii) Covers without **EMD** will be treated as non-responsive and will be disqualified.

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	30
2	Project Engineer (Structural Designs)	25
3	Contract Specialist cum Quantity Surveyor	20
	Total	75

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

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

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

The Team Leader proposed shall be full time for this assignment only and is stationed at Chennai after award of contract.

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 are not bound to select any of the firms submitting proposals. Further, as quality is the principal selection criterion, the TNUIFSL does not bind itself in any way to select the firm offering the lowest price.

11. The selected firm shall not disclose any information / data to others without the written permission of the 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 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 TNUIFSL, if any is not reimbursable as a direct cost of the assignment.
14. Assuming that the contract can be satisfactorily concluded in Jan 2018, you will be expected to take-up / commence with the assignment in Jan 2018.
15. The successful bidder will be invited for signing agreement. The bidder is requested to furnish a performance security at the rate of 5% of the finalized agreement value in the form of Irrevocable Bank Guarantee from any one of the Nationalized Bank in India taken in favour of the PDGF, Chennai valid for a period of 4 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 bidder withdraws the tender after Tender opening during the period of validity of the tender.
 - (ii) If the bidder withdraws the Tender after the issue of letter of acceptance of his Tender.
 - (iii) In the case of a successful bidder, if the bidder fails within the specified time limit to:
 - furnish the required performance security or
 - sign the Agreement
 - accept the Letter of Intent
 - (iv) if the bidder has furnished incorrect information on qualification and experience.
18. The fees shall be quoted in Indian Rupees only. Please note that the remuneration which you receive from the contract will be subject to normal tax liability in India. Kindly contact the concerned tax authorities for further information in this regard if required.
19. Please note that mobilization advance will not be given to the Firm.
20. It is estimated that about 8 man-months of services will be required for the study and generally you should base your financial proposal on this figure. However, you should feel free to submit the proposal on the basis of man-months considered necessary by you to undertake the assignment.
21. Joint venture not allowed.
21. 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.
22. Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration & Conciliation Act 1996. The place of arbitration shall be at Chennai.
23. PDGF reserves the right to postpone / cancel this RFP at any point of time without assigning any reason, whatsoever.
24. Please note that conditional bids *are liable for rejection*.
25. SETTLEMENT OF DISPUTES

25.1 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.

25.2 Right to Arbitration and Rules of Procedure Any dispute between the parties as to matters arising pursuant to this Contract which cannot be settled amicably within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred to the adjudication of a Committee of three arbitrators. The Committee shall be composed of one Expert to be nominated by the Client, one to be nominated by the Consultants and the third, who will also act as the chairman of the Committee but not as an umpire, who will be chosen jointly by the two arbitrators from a panel of five candidates, none of whom would be in regular employment of the Government, supplied by the Executive Committee of Indian Roads Congress. If either of the Parties fail to appoint his arbitrator or fail to agree on the third nominee within sixty (60) days after receipt of notice for the appointment of such arbitrator, the President of the Indian Roads Congress shall appoint, upon request from either Party and from such panel or otherwise, such arbitrator(s) for the matter in dispute. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996 and any statutory modification or enactment thereof and shall be held at such place and time in India as the committee of arbitrators may determine. The decision of the majority of the Arbitrators shall be final and binding as may be determined by the Arbitrators. Performance under the Contract shall continue during the arbitration proceedings and payments due to the Consultants by the Client shall not be withheld, unless they are the subject matter of the arbitration proceedings. All awards shall be in writing and such awards shall state reasons for the awards.

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 any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

26. 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

27. Force Majeure:

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

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

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

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

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

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

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

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

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

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

In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 25.

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.

28. Test of responsiveness:

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

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

Yours faithfully,

Sd/-
Managing Director
TNUIFSL

Enclosures:

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

Terms of Reference

Consulting Services for preparation of Feasibility cum Detailed Project Report for redevelopment of VOC Market in Salem City Municipal Corporation

A. Introduction:

Salem is a major textile centre and also a part of Kongu Nadu region. The city is surrounded by a natural amphitheatre of hills formed by the Nagaramalai to the north, the Jeragamalai to the south, the Kanjanamalai to the west and Godulmalai to the east. Salem is one of the largest producers of traditional silver anklets. Salem boasts large textiles, automotive, poultry and sago industries. Salem has one of the largest magnesite deposits in India. Salem City has a population of 8,34,792 as per 2011 census with an area of 91.34 sq.km. Salem Municipality was upgraded as Salem City Municipal Corporation in the year 1994.

B. Project Background

Salem Smart City Limited has intended to demolish and reconstruct the existing VOC Market falling in the Area Based Development (ABD). The VOC market is a daily market presently functioning in a very old building located in the core town of Salem City as well as in the middle portion of the ABD area. The building for this market was constructed in the year of 1940 and it was named after “King George IV Silver Jubilee Market”. The name of the market was changed as “VOC market” after the Government of India came to power and still it is being utilized by a majority of population living in and around Salem City. Hence this daily market is very busy and congested market in Salem City which requires a detailed plan.

The reason for selecting this market under the Smart City, is as follows:

- It is in the congested and busy commercial location in the heart of the Salem City.
- It is an integrated market for selling Vegetables, Flowers and meat, and hence, the moving population to fetch all the above commodities is very high.
- The flower market is serving as a distribution centre for flowers to other cities and states nearby.

The crowd of beneficiaries is high on Sundays and other holidays. The market building was constructed during the year 1940 and it was named after ‘King George IV Silver Jubilee Market’. The name of the market was changed as ‘VOC market’ after the Government of India came to power and still it is being utilized by a majority of population living in and around Salem City. This market being utilized by around 1,00,000 beneficiaries daily, it becomes a difficult task to the urban local body for clearing the waste generated in the market to maintain hygiene.

For the reasons stated above this, very old and damaged market building has to be reconstructed by redesigning the layout, so as to ease its utility and to maintain scientific disposal of Solid Waste.

The following benefits can be achieved if this proposed project is implemented.

1. The free access can be achieved by the beneficiaries for their daily needs.
2. The trading in this market can be improved.
3. The haphazard location of shops can be regularized in this busy commercial location.
4. The road side vending practice can be eliminated.
5. The public hygiene can be enhanced.

C. Objective of the Project

The main objective of this assignment is to study and prepare Feasibility cum Detailed Project Report and bid documents for construction of modernised Market for VOC market in Salem City Municipal Corporation comprising of both perishable and non-perishable goods and other commercial units considering the technical, financial, environmental and social aspects.

D. Scope of Work;

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

1. Examination of the present situation with respect to demand and supply for the market space in the existing location both for the present and future with market based need and requirement
2. Determination of extent of facility required for the market based on existing requirement and potential growth rate.
3. Determination of a pedestrian and traffic circulation plan to facilitate vehicles for uninterrupted flow of goods and free movement for the shoppers and traders both within and outside the market
4. Examination of the suitability of the new market space considering the technical, financial, legal, social and environmental aspects, and suggest modifications/improvement if required.
5. Carry out financial and economic analysis and justify the investment proposal.
6. Preparing detailed designs, drawings, Bill of quantities and bid documents for the justified investment proposal.
7. To study and suggest the suitable mode for implementation
8. To consider the sight under optimal, efficient use and innovative green concepts

E. Detailed Scope / Task of Work:

The tasks to be accomplished by the consultants are as follows but not necessarily limited to the following tasks:-

1. Prepare an overview after a survey of the trade at the existing market and assess the type and nature of prevailing trading activities, commodity flow (season wise), informal activities, existing circulation plan, turnover details including the course of non-trading activities and encroachments.
2. Discuss with various trader groups, to assess the problems, demands and requirements, and arrive at the potential demand for market space for the proposed new market complex.
3. To assess the overall status of the market with respect the nature of buildings, other facilities, SWM, SWD, Water Supply, Lighting, public toilets, etc.,
4. Based on the outcome of the above tasks, determine the demand and supply gap and the extent of market facility needed.
5. Conduct project site survey which would include verification of site details submitted by the ULB and conducting fresh survey to determine the extent that is absolutely required for the project. The consultant is also required to conduct adequate topographic surveys, level survey as required and geo-technical surveys including borehole tests to arrive at design parameters for the safe bearing capacity.
6. Carryout suitable conditional assessment of structures inside the market area.
7. Study the requirements of overall accessibility including approach roads with regard to the proposed layout, space requirements of the wholesale and retail trade shops and other support infrastructure facilities such as cold storage, weigh bridge, communication centres, parking facilities, circulation plan for users of the facilities proposed including vehicles, shoppers, labourers and traders etc. and suggest methods to provide them along with their costs. The entrance and exit facilities for the vehicles with reference to the nearby main roads are to be suitably planned and provided.
8. Preparation of the environmental profile of the proposed area, analysis of land use pattern, feasibility of provision of public utility services such as telephones, transport etc., and of municipal services like

water supply, lighting, waste disposal, storm water drains, drainage, toilets and analysis of vehicles exit & entry loading & unloading and providing suitable recommendations.

9. Suggest improvement/modifications in three options as required to make the site suitable for construction of the facilities after examining the suitability of the site with respect to Technical (land, traffic, Development control norms), Financial, Social (acceptability to users and neighbours) and Environmental aspects.
10. Preparation of plan, elevation and cross sections for three alternatives highlighting salient features of each of the three alternatives, their rough cost estimates, their merits and demerits. The layout plans should adhere to all building, land use regulations stipulated by the ULB or other Statutory Boards/Agencies and should comply with the provisions of relevant Acts as well as codes and standards of various authorities as they effect the project. The dimensions of the shops outlay and the no of shops that could be proposed in the facility should be acceptable to the traders and ULB. Alternative specifications with various options of construction materials for use in flooring, cladding, joinery (doors, windows, ventilators and facia), plumbing, sanitary and electrical fixtures and their costs shall be provided. Recommendation favouring the use of any specific material shall be made giving the merits and demerits of alternatives.
11. Based on the technical committee's approved design, an acceptable layout of the shops and establishments in the proposed facility, with due emphasis on aesthetics and the environment, needs to be prepared which shall include detailed engineering, architectural drawings, structural drawings, landscape drawings, working drawings, electrical, mechanical, plumbing, 2D/3D views, etc., complete.
12. Preparation of Detailed Project Report incorporating all technical, financial, environmental and social issues involved in implementation of the proposed scheme; Separate Environment and Social Assessment Report (ESAR) should be prepared by the consultant as per the provisions of ESMF developed by TNUIFSL. Based on the Assessment, if necessary, prepare Environmental Management Plans or Resettlement Action Plans. Prepare a relocation and rehabilitation plan of the existing occupants, tenants, and lessees. Prepare an action plan and assist the ULB in implementation and rehabilitation.
13. Preparation of detailed architectural drawings, engineering drawing, working drawings, designs and specifications for all structures that are proposed for the entire project with cost estimates as per latest schedule of rates of PWD, corporation and other applicable and for the rates not covered under the approved rates, three quotations may be obtained from reputed suppliers and the lowest cost may be adopted in the cost estimate. The drawings shall be good for construction and shall consist of structural and architectural drawings (plan, elevation, detailing and cross sections), plumbing, sanitary and electrical layout drawings.
14. Based on the above technical options indicate the rentals chargeable (applicable rentals of the area & considering the facility proposed) and work out the techno-economic feasibility of the project alternatives including Financial feasibility. The financial model should provide for projections over a 20-year period, indicate estimates towards Operation & maintenance costs, replacement costs, provision for sinking fund, debt servicing. Assumptions are to be justified with relevant illustrations that could be implemented. The consultant shall carry out a Questionnaire survey of a sample of not less than 50, consisting of shop owners and traders to address the above issues, covering each one of the proposed trading.
15. Prepare operation and maintenance plan and suggest appropriate organizational structure with financing plan to manage the proposed facilities.
16. Preparation of a calendar of construction activities/activity schedules, project budget with monthly targets and PERT charts and bid documents as required by ULB.
17. Suggest ways and means of using the existing market space for generating alternative avenues of commerce.
18. Carryout necessary Environmental and Social Assessment for the sites as per Environmental and Social Management Framework (ESMF) of TNUIFSL.

19. The consultant shall document the current use of identified land and including impacts to non-title holders and assess if any social impacts issues exist in the already available land and propose measures to deal with those issues if required, with detailed LA & RR Cost estimates, as per ESMF.
20. The consultant shall also study requirement of land for accessing the site and details of alienation / acquisition and assess if any social safeguards issues exists and propose mitigation measures.
21. All required investigations shall be carried out to design and construct basic infrastructure such as road network, passenger amenities, water supply and sewer arrangements, storm water drains and disposals, development of ground water source including rain water harvesting, electrical distribution network with adequate power supply for various operations of the Bus stand and its allied activities.
22. Identify any litigation issues pertaining to the land identified, also the legal status of the various facilities rented/leased/tendered out. (Shops, parking areas, waste management inside the market area, security, etc.,).
23. Benchmarking of other similar facilities in India
24. All the surveys, investigations, etc., has to be done as per relevant IS / IRC guidelines, as required.
25. Soil Investigation and Tests: Geo technical investigation including bore holes with SPT 'N' values, collection of samples and suitable tests as per relevant I.S. / IRC Standards have to be done by consultants to arrive at design parameters for the formation and safe bearing capacity.
26. Conceptual design with various options to be provided
27. Analysis, design and detailing of reinforcement along with bar bending schedules for all RCC Structures shall be provided.
28. Analysis, design and fabrication drawings for steel structures proposed have to be provided.
29. Necessary 2D and 3D drawings, plans, perspectives, etc., shall be prepared and presented for various options, as required
30. Estimates should be prepared based on the schedule of rates specified by Government of Tamil Nadu and also rates updated to actual market conditions and prepare BOQ and bid documents in TT act & Smart City format specifications, Environmental and Social Report based on TNUIFSL's ESMF.

The consultant responsibility would include:

I) Data

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

II) Project Site Survey and Analysis

The consultant shall conduct his own studies and prepare estimates based on schedule of rates specified by Government but updated to reflect actual market conditions. TNUIFSL as well as the local body concerned shall not be responsible (except as to risks specifically accepted under the conditions of contract) for the validity of the project detailed designs and estimates. The consultant shall be fully responsible for the same.

III) Survey

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

IV) Soil Investigation and Tests

Geotechnical investigation including bore holes with SPT 'N' values, collection of samples and suitable tests as per relevant I.S. Standards have to be done by consultants to arrive at design parameters for the formation and safe bearing capacity. Depth of groundwater table and its seasonal fluctuations affecting construction, sewer infiltration and structural designs (uplift considerations). Soil bearing capacity and type of strata expected to be met within construction. Should also be considered in the geotechnical investigation.

V) 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.).

F. Deliverables and Time/ Payment Schedule

The total duration for preparation of Feasibility cum Detailed Project Reports for development of VOC Market in Salem Smart City shall be completed in 4 months, including the time taken by the Authority in providing the requisite documents or in conveying its comments on the Draft Reports. The Consultant shall deploy its Key Personnel as per the Deployment of Personnel proposed.

The following time schedule/payment schedule is proposed:

S. No.	Stage Report	Components to be covered	Duration	Payment
1	Inception Report	Review of the Studies and identification of gaps and way forward.	15 days from the date of LOI	10%
2	Interim Report	Detailed Conceptual Designs for various components of the project including all assessment and surveys, environmental screening.	30 days from approval of Inception Report	30%
3	Dissemination Report	Submission of Stakeholder's Report	15 days from approval of Interim Report	5%
4	Draft Final report	Draft designs, rate analysis, cost estimates, bill of quantities, specifications, drawings, etc., for each of the components, Draft bid documents, Geo Technical Investigation Report, etc., complete.	45 days from the date of stakeholder's consultation	25%
5	Final report	Final Detailed Project Report and Final bid documents under various packages	15 days from the date of approval of Draft Final Report	30%

- (i) Consultants 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.
- (ii) The consultant shall be required to come for discussion as required before and after submission of each stage of deliverables.
- (iii) Draft Final Report: Draft detailed design, Social Impact Assessment Report & RAP draft Environmental Assessment Report and Environmental Management Plan, cost estimate (including items identified in EMP, procurement and implementation plans) BOQ., Financial Operating Plan, phasing and contract packaging, etc and Draft Bid Documents
- (iv) Final Report and Bid documents: Final detailed design along with flow chart, drawings, final SAR & RAP, EA and EMP report, cost estimates, financial operating plan, phasing and contract packaging, etc. The EA and SIA Reports in line with ESMF and Final Bid document (Package wise) shall be in separate volumes, etc., complete.

- (v) The consultant shall be required to submit 10 copies of each of the reports besides providing a soft copy of all reports and Auto CAD drawings. Wherever possible, duplex mode shall be used for submission of reports. The report layout and arrangement of chapters shall be shared with the client to prior to submission of the reports.

G. List of key positions:

S. No.	Key Professional	Experience
1.	Team Leader / Project Manager	Master Degree in Urban Planning with about 15 years' experience in similar assignments.
2.	Project Engineer (Structural Designs)	A Post Graduate in Structural Engineering with about 10 years' experience in design of RCC structures and similar Structures.
3	Contract Specialist cum Quantity Surveyor	A graduate in Civil Engineering with minimum 7 years' experience in detailed project report preparation, bid documents, bid evaluation and related procedures & quantity surveying in similar projects

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

1. The above team should be supported by other persons especially by Environmental, Social, financial, architects, surveyors, other experts / specialists, etc., as required to ensure that the objectives of the assignment are achieved within the stipulated timelines.
2. Copy of the degree certificate / educational qualifications has to be enclosed with the C.V.
3. The proposed team leader shall be assigned full-time for this project and shall not be associated with any other full-time ongoing assignment with any other client.
4. The consultants shall make necessary presentation to the client, CMA, Salem Smart City, GoTN, and others on as required basis during the various stages of the assignment along with key experts.

H. Review Mechanism

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 Commissionrate of Municipal Administration
2. Representatives from Salem Municipal Corporation
3. Representatives from Salem Smart City Limited
4. Representatives from TUFIDCO
5. Representative from TNUIFSL.
6. Representative from Local Planning Authority
7. Representative from Salem Traffic Police
8. Representatives from TNSTC (Salem) Ltd
9. Experts will be nominated (if required)

The review committee will review the progress of the work. The decision / suggestion carried out will be reviewed in the next meeting. The comments or views on the various reports shall be given to the consultant within 15 days of submission. The various reports submitted by consultants may be reviewed by the Bank, and the comments and suggestions have to be incorporated by the consultants accordingly.

PRE - QUALIFICATION CRITERIA FOR FIRMS

- I. Brief description of organization
- II. Outline of recent experience of assignments:
- nName of the assignment
 - NName of the project
 - NName of the owner or sponsoring authority
 - Bbrief description of assignment
- III. Cost of assignment (Fees)
- IV. Attach Client certificate for completion of project
1. Date of commencement
 2. Date of completion
 3. Client certificate attached Yes / No
- V. Annual Turnover of the firm

S. N	Financial Year	Amount in Rs.
1	2014-15	
2	2015-16	
3	2016-17	
	Average	

Balance Sheet and P&L A/c statement for the three financial years (2014-15, 2015-16 & 2016-17) duly certified by a Chartered Accountant shall be attached.

VI. Contact Person / Details:

Name :
Phone No:
email id :
Mob No :

SUPPLEMENTARY INFORMATION FOR FIRMS

Proposals

(1) Proposals should include the following information:

(a) Technical Proposal

Any comments or suggestions of the consultant on the Terms of Reference (TOR).

(ii) 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.

(iii) 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.

(iv) 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.

(v) The consultant's comments, if any, on the data, services and facilities to be provided by the client indicated in the Terms of Reference (TOR).

(b) Financial Proposals

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

(2) **Two 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, 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, 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

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

(7) Review of reports

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

FORM F-1

From

To

The Managing Director

TNUIFSL

RajaAnnamalaiPuram, 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: _____

(Authorized Representative)

FORM F-2

ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST 5 YEARS

1. Brief Description of the Firm:

2. Outline of recent experience on assignments of similar nature:

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

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

FORM F-3

WORK PLAN TIME SCHEDULE

A. Field Investigation

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

B. Compilation and submission of reports

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

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

FORM NO.F-4

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

1. Key / Technical / Managerial Staff

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

S. No.	Name	Position	Task assignment
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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: _____

FORM NO.F-6

SCHEDULE OF PRICE BID

Item	Amount in Rupees
Cost of the Financial Proposal	
(1) Remuneration	
(2) Reimbursables	
<u>Total Base Cost of the Financial Proposal: A</u>	
(i) {insert type of tax e.g., GST,}	
(ii)	
(iii) {insert type of tax}	
<u>Total Estimate for Indirect Local Tax: B</u>	
<u>Grand Total (A+B)</u>	

(Rupees in Words)

Signature
Seal of Firm
(Authorized representative)

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

Remuneration of Staff

<u>Staff</u>	<u>Name</u>	<u>Daily (Monthly) Rate</u> <u>(in currency)</u>	<u>Working Days</u> <u>(Months)</u>	<u>Total Cost</u> <u>(in currency)</u>
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a) Team Leader _____

b) " _____

c) " _____

Sub-Total (Staff) _____

Support Staffs

Sub-Total (Support Staff) _____

Out-of-Pocket Expenses:

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

b) Air fare: _____

c) Lump Sum Miscellaneous Expenses: _____

Sub-Total (Out-of-Pocket) _____

Other Expenses:

1. Survey cost
2. Printing cost
3. Stakeholders Meeting Expenses
4. Contingency Charges:

Total Other Expenses _____

TOTAL COST ESTIMATE _____

FORM F-7

WORK PROGRAM AND TIME SCHEDULE

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

Total

Reports Due/Activities and Duration

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

Field Full Time _____
Reports Due _____
Activities Duration _____

Part Time _____

Consulting Services

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

To be executed in Rs. 100/- Stamp Paper

Subject: (Name of Assignment)

(Name of Firm)

PAN :

GST No:

This AGREEMENT (“Agreement”) is executed at Chennai on this __ day of2018 by and between PDGF, managed by TNUIFSL (‘Client’) (hereinafter will be referred as PDGF) having their office at No. 19, T.P. Scheme Road, Raja AnnamalaiPuram, Chennai – 600 028, and M/s., (‘Firm’) (hereinafter will be referred as Firms) having their Office located at

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

The (Name of Client) will pay (Name of Firm), within 45 days of receipt of invoice after approval of the report, which is as follows:

S. No	Deliverables	Payment Schedule	Amount in Rs.
1	Submission and approval of Inception Report	10%	
2	Submission and Interim Report	30 %	
3	Submission of Dissemination Report	5%	
4	Submission and approval of Draft Final Report & Draft Bid Documents	25%	

S. No	Deliverables	Payment Schedule	Amount in Rs.
5	Submission and approval of Final Report & Final Bid Documents	30%	
	Total	100%	

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

9. The [Name of Firms] will be responsible for appropriate insurance coverage. In this regard, the [Name of Firms] shall maintain workers compensation, employment liability insurance for their staff on the assignment. The Firms shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of the [Name of Firms] or its staff. The [Name of Firms] shall provide the (Name of Client) with certification thereof upon request. The risks and the coverage shall be as follows:
- (a) Third Party liability insurance with a minimum coverage of Value of assignment [cost of assignment quoted by the firm];
 - (b) Professional liability insurance, with a minimum coverage of Value of assignment [cost of assignment quoted by the firm];
 - (c) employer's liability and workers' compensation insurance in respect of the Personnel of the Firm and of any Sub-Firms, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;
9. The [Name of Firms] shall indemnify and hold harmless the (Name of Client) against any and all claims, demands, and/or judgments of any nature brought against the (Name of Client) arising out of the services by the [Name of Firms] under this Contract. The obligation under this paragraph shall survive the termination of this Contract.
10. The Firm agrees that, during the term of this Contract and after its termination, the Firm and any entity affiliated with the Firm, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
11. The Firm shall furnish a Bank Guarantee amounting to 5% of the negotiated firm's value in the form as per TT Act., within 21 days from the date of issue of LoI. The format of Bank Guarantee (specified at the end of the RFP) is enclosed in Annexure-5.
12. The Client shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Firm in the event of breach of the work assigned in the ToR or the finalized Agreement.
13. All final reports, plans, specifications, analysis and other documents or software submitted by the [Name of Firms] in the performance of the Services shall become and remain the property of the Client. The Firms may retain a copy of such documents but shall not use them for purposes unrelated to this Contract without the prior written approval of the Client.
14. The Firm undertake to carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment, and to ensure that the staff assigned to perform the services under this Contract, will conduct themselves in a manner consistent herewith.
15. The Firm will not assign this Contract or sub-contract or any portion of it without the Client's prior written Consent.

16. The [Name of Firms] shall pay the taxes, duties, fees, levies and other impositions levied under the Applicable law and the Client shall perform such duties, in regard to the deduction of such tax, as may be lawfully imposed.

17. The [Name of Firms] also agree that all knowledge and information not within the public domain which may be acquired during the carrying out of this Contract, shall be, for all time and for all purpose, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, except with the (Name of Client) written permission.

18. SETTLEMENT OF DISPUTES

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

18.2 Right to Arbitration and Rules of Procedure Any dispute between the parties as to matters arising pursuant to this Contract which cannot be settled amicably within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred to the adjudication of a Committee of three arbitrators. The Committee shall be composed of one Expert to be nominated by the Client, one to be nominated by the Consultants and the third, who will also act as the chairman of the Committee but not as an umpire, who will be chosen jointly by the two arbitrators from a panel of five candidates, none of whom would be in regular employment of the Government, supplied by the Executive Committee of Indian Roads Congress. If either of the Parties fail to appoint his arbitrator or fail to agree on the third nominee within sixty (60) days after receipt of notice for the appointment of such arbitrator, the President of the Indian Roads Congress shall appoint, upon request from either Party and from such panel or otherwise, such arbitrator(s) for the matter in dispute. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996 and any statutory modification or enactment thereof and shall be held at such place and time in India as the committee of arbitrators may determine. The decision of the majority of the Arbitrators shall be final and binding as may be determined by the Arbitrators. Performance under the Contract shall continue during the arbitration proceedings and payments due to the Consultants by the Client shall not be withheld, unless they are the subject matter of the arbitration proceedings. All awards shall be in writing and such awards shall state reasons for the awards.

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 any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

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

a. By the Client

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

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

(f) If the Consultant fails to confirm availability of Key Experts as required as per ToR. Furthermore, if the Client determines that the Consultant has engaged in Fraud and Corruption in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

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

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

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

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

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

c. Cessation of Services:

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

20. Force Majeure:

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

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

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

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

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

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

and shall similarly give written notice of the restoration of normal conditions as soon as possible.

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

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

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

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

In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 25.

Suspension

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

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

22. The jurisdiction of court will be at Chennai.

Place:

Date:

.....

.....

.....

(Signature of Authorized Representative
on behalf of Firm)

(Signature & Name of the Client's Representative)

Bank Guarantee for Performance Security

To
 Project Development Grant Fund (PDGF)
 No.19, T.P. Scheme Road
 Raja Annamalaipuram
 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, 2018

LIST OF ANNEXES

Annex 1: Terms of Reference and Scope of Services

Annex 2: Firms Personnel

Annex 3: Firm's Reporting Obligations

Annex 4: Breakdown of Contract price

Annex 5: Performance Guarantee