

**COMPREHENSIVE SHORELINE DEVELOPMENT
PLAN (CSDP) FOR CHENNAI**

**REQUEST FOR PROPOSAL
for
CONSULTANCY ASSIGNMENTS
Lump sum-QCBS
(Price included as selection factor)**



Chennai Metropolitan Development Authority
'Thalamuthu-Natarajan Maaligai',
No.1, Gandhi Irwin Road,
Egmore, Chennai – 600 008.

LETTER OF INVITATION

Dear Sirs,

Subject: Appointment of Consultant for "Preparation of Detailed project Report Comprehensive Shoreline Development Plan for Chennai" (CMDA) – Reg.

1. You are here by invited to submit pre-qualification, Technical and financial proposals for providing consultancy services for "Preparation of Detailed project Report for Comprehensive Shoreline Development Plan (CSDP) for Chennai", hereinafter referred to as project, to be taken up by Chennai Metropolitan Development Authority, Thalamuthu-Natarajan Maaligai, No.1,Gandhi Irwin Road,Egmore,Chennai-600008 which could form the basis for future negotiations and ultimately a contract between the firm and the CMDA, Chennai – 8.
2. The purpose of this assignment is for providing consultancy services for "Preparation of Detailed project Report for Comprehensive Shoreline Development Plan (CSDP) for Chennai" for CMDA as mentioned in the Terms of Reference (ToR).

Client means the Member Secretary, CMDA

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) (Annexure1).
 - b) Pre-qualification Criteria (Annexure 2A, B, C, D, E);
 - c) Supplementary information for firm, including a suggested format of curriculum vitae of key personnel (Annexure 3, F-1, F-2, F-3, F-4, F-5, F-6A, F-7);
 - d) A sample draft Agreement of Contract for this assignment to be carried out by the firm (Annexure 4)- and
 - e) Bank Guarantee format (Annexure 5)
5. A pre-proposal conference open to all prospective firms will be held on **27.10.2022 @ Conference Hall of CMDA @ 3.00pm.** in the "**Chennai Metropolitan Development Authority (CMDA), 3rd Floor, No.1, Gandhi Irwin Road, Egmore, Chennai – 600 008.** 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.cmdachennai.gov.in, www.tenders.tn.gov.in (or) for queries address to

***The Member Secretary
Chennai Metropolitan Development Authority (CMDA),
No. 1, Gandhi Irwin Road, Thalamuthu Natarajan Building, Egmore,
Chennai – 600 008***

Email: mcmda@tn.gov.in, msoffice.cmda@gmail.com, & cmda-reg-cp@tn.gov.in

6. The Submission of Proposals:

- 6.1 The proposals addressed to The Member Secretary, CMDA 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-B), 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.1,00,000/- (One lakh only) in the form of Demand Draft to be taken in the name of "The Executive Engineer, Construction Wing, Division I, Chennai Metropolitan Development Authority (CMDA), Chennai – 600 107"**. 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 Clause 7.2 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 firm's 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 Cover 3 should again be placed in a separate common sealed cover, which shall be clearly marked and addressed to the Member Secretary, CMDA, No. 1, Gandhi Irwin Road, Thalamuthu Natarajan Building, 3rd Floor, Egmore, Chennai – 600 008, with the name of the assignment and deposited in the tender box placed in the office of the Member Secretary, Chennai Metropolitan Development Authority (CMDA), No. 1, Gandhi Irwin Road, Thalamuthu Natarajan Building, 3rd Floor, Egmore, Chennai – 600 008 up to 3.00 p.m. (as per the office clock) on **15.11.2022**.

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

6.5 Opening of proposal

The proposals (first envelope (cover 1) containing pre-qualification criteria only) will be opened by the Tender Committee of CMDA at No. 1, Gandhi Irwin Road, Thalamuthu Natarajan Building, 3rd Floor, Egmore, Chennai – 600 008 on **15.11.2022 at 3.30 p.m.** 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 financial proposal (as per Annexure2)
- ii) a technical evaluation of pre-qualified firms, which will be carried out prior to opening of financial proposal.
- iii) a financial evaluation.

7.2 Pre-Qualification:

Firms who have the following qualifications may submit the proposal along with necessary proof and EMD.

- (i) Prequalification criteria:
 - a. The consultant should have completed atleast two assignments in any of the following areas in the last 7 years, each assignment covering a minimum shoreline stretch of 30 Kms.
 - a. Coastal Management/development Plan.
 - b. Coastal Eco- Tourism Plan.
 - b. Average annual turnover of Rs. **500.00 lakhs** for the last three years ending March 2022. The Firm must ensure that they submit the evidence of eligibility criteria on turnover & positive net worth as on 31st March 2022 in the form of audited financial statements signed by Chartered Accountant for the last 3 (three) Financial Years. (2019-20, 2020-21 & 2021- 22). Audited financials shall be submitted as proof in the last three financial years as per the format attached – Annexure - 2 D.
- (II) Tenders 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".

Assignments done in India only will be considered either with Central Government / State Governments / Department /Urban Local Bodies / Government entities/ Public Sector Undertakings (Wholly owned by either State or Central Government or combine)

Note: Cover 1 without EMD will be treated as non-responsive and will be disqualified.

Bidder shall not have an ownership interest or a continuing business interest or not be an associate with concessionaire (s) /contractor.

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 the technical proposal of qualified firms' applying the evaluation criteria and point system specified below. Each responsive proposal will be attributed a technical score (St).

- i) the quality of approach and methodology proposed.
- ii) The qualification and relevant experience of key professionals proposed for the assignment.

S.No	Parameter	Evaluation Criteria	Max. Marks
1	Should have completed at least two assignments (2) in any of the following areas in the last (7) seven years: a. Coastal Management /development Plan. b. Coastal Eco-Tourism Plan.	At least two assignments (2) completed in last 7 years (India and International) = 20 marks. more than 2 (two) assignments = 5 marks each for additional assignment subject to the maximum of 10 marks	30 Marks

Sl. No	Key Professional	Criteria	Max. Marks
1	Team Leader: Urban planner	<ul style="list-style-type: none"> • Min 15 years of Experience in designing and implementation of Environmental conservation projects/Coastal development projects or relevant projects, nationally and globally. • 2 marks for each project subject to a maximum of 8 Marks 	40 Marks
2	Urban Designer	<ul style="list-style-type: none"> • Master's degree in Urban Design with minimum 7 years of work experience in public space design / landscape design projects. • 1.5 marks for each project subject to a maximum of 6 Marks. 	
3	Landscape Architect	<ul style="list-style-type: none"> • Master's degree in Landscape Architecture or equivalent field with minimum 7 years of work experience in designing 	

		<p>and implementation of Environmental conservation projects/Coastal development projects / Promenade development along the shoreline nationally and globally.</p> <ul style="list-style-type: none"> • 1.5 marks for each project subject to a maximum of 6 Marks.
4	Architect	<ul style="list-style-type: none"> • Master's degree in Architecture with minimum 5 years of work experience in architectural design and Urban/site planning projects. • 1 mark for each project subject to a maximum of 4 Marks.
5	Civil Engineer	<ul style="list-style-type: none"> • Bachelor's degree in Civil Engineering with minimum 5 years of work experience in architectural design and Urban/site planning projects. • 1 mark for each project subject to a maximum of 4 Marks.
6	Environment Expert	<ul style="list-style-type: none"> • Master's degree in Environmental Engineering/ Environmental Engineering & Management or equivalent with minimum 5 years of Experience in carrying out Environment Impact assessment studies along coastal areas. • 1 Mark for each project subject to a maximum of 4 Marks.
7	Community Development Specialist/Sociologist	<ul style="list-style-type: none"> • Master's degree in Sociology with minimum 5 years of work experience in Community Development Projects along coastal areas.

		<ul style="list-style-type: none"> • 1 Mark for each project subject to a maximum of 4 Marks. 	
8	Financial Expert	<ul style="list-style-type: none"> • Master's degree in Business administration/ Equivalent with minimum 5 years experience in project finance for infrastructure projects (SPV-based) and Experience of working with Central Government / State Government/ ULBs (Municipal)/ Government agencies/ public sector undertaking for conducting financial feasibility and project structuring of large area based development/ redevelopment projects. • 1 Mark for each project subject to a maximum of 4 Marks 	

Applicants submitting a responsive Proposal and scoring at least 50 out of 70 shall be invited to make a presentation in detail:

- a) The proposed approach and methodology for the Consultancy.
- b) The understanding of the requirements of the Project.
- c) The staffing deployment plan and the execution of the Consultancy in terms of the TOR.

Based on the presentation made by the respective Applicants, marking is given in accordance with the parameters set out in the table below:

S.No	Parameter	Evaluation Criteria	Max. Marks
1	Proposed Methodology and work plan	1. Demonstration of understanding of the Consultancy including presentation of preliminary concept for development. 2. Methodology for completion of detailed tasks given in the ToR.	30 Marks

Quality and competence of the consulting services shall be considered as a critical requirement. The price bids of others will not be considered. The client shall notify the consultants, results of the Pre-qualification criteria evaluation and invite those who have qualifying score for opening of the financial proposals indicating the date and time will be informed through the e-mail.

7.4 Approval of Personnel:

The Key Personnel listed by title as well as by name in Form F-2 and F-3 are hereby approved by the Client. In respect of Key personnel and other Personnel which the Consultant proposes to use in carrying out of the services, the Consultant shall submit a copy of their Curriculum Vitae (CVs) to the Client for review and approval. The Team Leader shall be a full time professional to be stationed in Chennai till the completion of Study.

The above team should be supported by adequate staff like survey other experts/specialists etc., having adequate experience to ensure that the objectives of the project are achieved within the timelines. The proposed team leader shall be assigned full-time for this project and shall not be associated with any other full-time on going assignment with any other client. The Team Leader shall be a full time professional to be stationed in Chennai till the completion of Study. Sufficient field survey staff to be allocated for the survey of road network and other details.

6.4.1 Removal and/or Replacement of Personnel:

- a) Except as the Client may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications and experience.
- b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds therefor, to provide a person with qualifications and experience acceptable to the Client as a replacement".
- c) Any of the Personnel provided as a replacement under Clauses a) and b) above, the rate of remuneration applicable to a replacement person will be same as per the agreement. Also (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/ or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been to the Personnel replaced.

7.5 Financial Proposal

7.5.1 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.

7.5.2 Evaluation:

The evaluation is done 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 shall exclude taxes.

The lowest financial proposal (Fm) shall be accepted after negotiating as per Tamil Nadu Tender Transparency Act. 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:

$$Sf = 100 \times Fm/F \text{ (F - amount of financial proposal).}$$

Proposals will finally be ranked according to their combined technical (St) and financial (Sf) scores using a weight of 80% for technical proposal and 20% for financial proposal.

$$S = St \times 0.8 + Sf \times 0.2$$

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 adraft contract by the conclusion of Negotiations.
- 8.2 Negotiations will commence with a discussion of the 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 costs).**
- 8.4 The negotiations will be concluded with a review of the draft form of Contract. The Client and the Firm 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 Rules 2000 and as amended thereon.

- 9 **Fraud and Corrupt Practices:** 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 It is pertinent to note that CMDA is not bound to select any of the firm's proposal. Further, as quality is the principal selection criterion, the CMDA 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 Member Secretary, Chennai Metropolitan Development Authority , Thalamuthu-Natarajan Maaligai, No.1, Gandhi Irwin Road, Egmore, Chennai – 600 008.
- 12 The firms shall hold their proposal valid for 120 days from the date of submission without changing the personnel proposed for the assignment and the proposed price. The CMDA 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 CMDA if any is not reimbursable as a direct cost of the assignment.
- 14 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/Scheduled bank in India taken in favour of The Member Secretary, Chennai Metropolitan Development Authority, Thalamuthu-Natarajan Maaligai, No.1, Gandhi Irwin Road, Egmore, Chennai – 600 008 valid for a period of 12 months or till the successful completion of the assignment and subject to extensions without any financial implications. The said bank guarantee 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.
- 15 The Earnest Money Deposit of the successful Tenderer will be discharged when the Tenderer furnishes the required Performance Security and signs the Agreement.
- 16 The Earnest Money Deposit will be forfeited
 - a) If the bidder withdraws the tender after Tender opening during the period of validity of the tender.
 - b) If the bidder withdraws the Tender after the issue of letter of acceptance of his Tender.
 - c) In the case of a successful bidder, if the bidder fails within the specified time limit to:
 - i. Furnish the required performance security or
 - ii. Sign the Agreement
 - iii. Accept the Letter of Intent
 - iv. If the bidder has furnished incorrect information on qualification and experience.
- 17 The fees shall be quoted in Indian Rupees only. Please note that the remuneration which is paid out of 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.
- 18 Any entity which has been barred by the Central Government, any State Government, a statutory Independent or a public sector undertaking, as the case may be, from

participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate ("Associate" means a firm have common controlling shareholders or other ownership interest as that of the Bidder).

- 19 Please note that the mobilization advance will not be given to the Firm.
- 20 It is estimated that about 9 man-months of services will be required for the study and generally the firm should base their 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 or Consortium or Association is not allowed.
- 22 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 digitally and submit through online only.
- 23 Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration & Conciliation Act, 1996. The place of arbitration shall be at Chennai.
- 24 CMDA reserves the right to postpone / cancel this RFP at any point of time without assigning any reason, whatsoever.**

25 Please note that conditional bids *are liable for rejection*.

26 SETTLEMENT OF DISPUTES

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

26.2 Miscellaneous: In any arbitration proceeding hereunder:

- (a) The English language shall be the official language for all purposes; and
- (b) 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.

27 This Contract may be terminated by either Party as per the provisions setup 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.

d. Limitation of Liability as follows:

In no circumstances shall Consultant's total liability for any direct damages under this contract exceed the fee paid to consultant. Consultant shall not be liable to client in offence (including negligence), breach of contract, breach of statutory duty or otherwise due to, under and/or arising

out of or in connection with this contract to the extent such loss or damage is consequential, indirect, special or punitive, whether or not client had been advised of the likelihood of any such loss or damage.

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

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 in so far 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 28.

d. Suspension

The Client may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant here under 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.

- 29 Any entity which has been barred by the Central Government, any State Government, a statutory Independent or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate ("Associate" means a firm have common controlling shareholders or other ownership interest as that of the Bidder).
- 30 The Bidders shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiations, visits the Member Secretary, Chennai Metropolitan Development Authority, Thalamuthu-Natarajan Maaligai, No.1, Gandhi Irwin Road, Egmore, Chennai – 600 008. The Member Secretary, CMDA is not responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.
- 31 Bidders are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, access to site with The Member Secretary, Chennai Metropolitan Development Authority, Thalamuthu-Natarajan Maaligai, No.1, Gandhi Irwin Road, Egmore, Chennai – 600 008 ,Applicable Laws and regulations or any other matter considered relevant by them.
- 32 Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and the highest-ranking Bidder gets disqualified/rejected, then the Member Secretary, Chennai Metropolitan Development Authority, Thalamuthu-Natarajan Maaligai, No.1, Gandhi Irwin Road, Egmore, Chennai – 600 008 reserves the right to consider the next best Bidder or take any other measure as may be deemed fit in the sole discretion of the Member Secretary ,CMDA including annulment of the Selection Process.
- 33 The jurisdiction of Court will be at Chennai.(Chennai city civil courts)
- 34 The Member Secretary, Chennai Metropolitan Development Authority, Thalamuthu-Natarajan Maaligai, No.1, Gandhi Irwin Road, Egmore, Chennai – 600 008 reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.
- 35 All final reports, plans, drawings, specifications, designs, reports, bid documents and other documents, design calculations, etc., submitted by the Consultants in the performance of the Services shall become and remain the property of the CMDA. The

Consultants may retain a copy of such documents but shall not use them for any purposes without the prior written approval of the Member Secretary, Chennai Metropolitan Development Authority, Thalamuthu-Natarajan Maaligai, No.1, Gandhi Irwin Road, Egmore, Chennai – 600 008. The various reports and documents prepared as part of this assignment is not a public document and the reports / documents will always be the property of the Member Secretary, Chennai Metropolitan Development Authority, Thalamuthu-Natarajan Maaligai, No.1, Gandhi Irwin Road, Egmore, Chennai – 600 008.

36 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

Note:

The proposals shall be submitted in the Office of the Member Secretary, Chennai Metropolitan Development Authority (CMDA), No. 1, Gandhi Irwin Road, Thalamuthu Natarajan Building, Egmore, Chennai – 600 008.

Yours faithfully,

Member Secretary,
Chennai Metropolitan Development Authority.

Enclosures:

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

Annexure-1

Terms of Reference for Preparation of Detailed Project Report for Comprehensive Shoreline Development Plan for Chennai

1. Back ground

Chennai is a coastal city with a shoreline that extends in stretches between Ennore Creek in the North and Kovalam in the South. Despite having a natural and long coastline, its access is discontinuous and fragmented into stretches, and the conservation of the coastline from a climate perspective remains unattended. Marina Beach and Elliots Beach (Besant Nagar) are the most popular of these stretches where the majority of the public gather for recreation and leisure. Other than these two beaches, there are approximately 20 other disconnected shore fronts which are neglected and decaying due to pollution and lack of infrastructure but have great potential for transforming into natural public spaces for the city.

Further, coastal erosion and accretion are phenomena that can cause bad effects to the surroundings. According to a report in 2018 by the National Centre for Coastal Research, Chennai "The National Assessment of Shoreline changes along Indian Coast: Status report for 26 years (1990 - 2016)", a stretch of 3 km along the coast faces low erosion and approx. 7 km face low accretion. Although the levels of erosion and accretion are low, it is the right time to initiate the environmental conservation and effective management of the coastline as a whole.

During the discussion on demand for grants on 20/04/2022 on the floor of Legislative Assembly, the Hon'ble Minister for Housing and Urban Development Department has made an announcement for Chennai shoreline renourishment & revitalization, from Marina to Kovalam (CSRR) (approx. 30 km), at the estimated cost of

Rs.100 Crores by CMDA. It was proposed that the CSRR project may be taken up by involving all the stakeholder departments. The project can be implemented in phases and CMDA will explore the possibility of extending the shoreline revitalization beyond Kovalam.

2. Objectives:

The main objective of consultancy services are as follows:

- a) To prepare a sustainable coastal revitalization and management plan including eradication of pollution due to wastewater and other waste material discharge into the marine environment and conservation of the natural marine environment.
- b) To identify prominent nodes along the stretch for developing as public spaces with distinctive themes and design by adopting international best practices.
- c) To enable the connecting of people to the shoreline connect the fragmented portions of beaches as esplanades exclusively for non-motorized transport including cycling using very light physical infrastructures using environment friendly construction material for public use.
- d) To prepare a plan for sustenance and long term maintenance of the planned infrastructure
- e) To prepare a comprehensive community engagement plan for fishermen, hawkers and other petty traders, particularly integrating the communities whose livelihoods are dependent on the sea and beaches.

3. Scope of study

The scope of work includes but is not limited to the preparation of a detailed feasibility report. The stages of the report are given below.

3.1 Stage 1: Inception Report - Review of previous studies and reports

a) Review of various studies, reports and ongoing projects which are relevant to the assignment. The Review shall cover the following but is not limited to:

- Ecological conservation and environmental planning, specific to the subject matter "Chennai shoreline from Ennore creek to Kovalam".
- Review of principles to be established for Comprehensive Shoreline Development Plan (CSDP) for Chennai, which is responsive to local development needs as well as conservation requirements.
- Review of all applicable global, national and state policies, laws and regulations, especially related to environmental protection and conservation.
- Review of Central and State Government Programs/Projects/Schemes which are being implemented or proposed for the Influence area.
- Review at least 3 cases of coastal revitalisation program at global level / national level have encountered similar challenges to that of Chennai's coastline and the beach and draw suitable interventions that could be implemented in the proposed site.
- Review of various Implementation mechanisms and Institutional frameworks (Globally and Nationally) namely, Special Purpose Vehicles (SPV) for similar kind of projects.

Bench Marking

- a) Study successful models of Shoreline development, nationally and globally to analyse replicable learnings, models, for drawing benchmarks and potential models applicable to the subject site.

3.2 Stage II: Interim Report –Site Visits and Preliminary Assessment, Environmental Assessment & Identification of potential development nodes

Site Visits and Preliminary assessment

- a) Conduct project reconnaissance survey which would include physical verification of site details provided by the CMDA.
- b) Collection of relevant data available with CMDA and other Govt agencies regarding present and proposed planned development within the influence area of the site.
- c) Study the requirements of overall accessibility including approach roads with regard to the potential development with other supporting infrastructure facilities.
- d) Based on satellite imageries, available studies/reports and any other available information, assess and determine pristine areas with high level of ecological attributes which need to be protected and conserved.
- e) Carry out detailed SWOT analysis of the Sites along the shoreline, and identify the various development opportunities. SWOT analysis of site, constraints, and characteristics of the surrounding areas around the site shall be carried out.
- f) Review sidewalk areas next to the shorefront and recommend methods for improving and enhancing the continuity and quality of the environment and the potential for enhancement of the promenading experience.

- g) Evaluate existing public transit, pedestrian, other vehicular connections and parking spaces to the identified nodes and recommend enhancements and improvements.

Environmental Assessment

- a) Identify various sources of pollution, including solid waste, sewage disposal, generation and discharge of industrial waste in the stretch between Ennore creek to Kovalam.
- b) Identify sand dunes, vegetation and other ecological factors, etc which exists along the shoreline specifically between Ennore creek to Kovalam.
- c) Assess the habitats of various marine species that are classified as endangered, critically endangered such as olive ridleys and leatherback turtles, etc.
- d) Assess the erosion and accretion pattern, High Tide Line(HTL) and Low Tide Line (LTL) of the coastal stretch between Ennore creek to Kovalam.
- e) Conduct stakeholder meetings (at least 3) with concerned departments, environmental experts, relevant NGOs, public and communities whose livelihood is dependent on the sea.
- f) In addition to the above, the consultant has to undertake Sensitivity analysis of the locations, factors which might affect the present character of the area needs to be highlighted and necessary measures to be addressed.

Identification of Development Nodes:

- a) Detailed evaluation of existing beaches and surrounding areas along the subject site to identify the potential nodes, which

requires additional emphasis in terms of conservation, optimal utilization of area and pave a way for future development.

- b) Evaluation of potential nodes along the subject site (Ennore creek to Kovalam) in terms of available land area, connectivity and locational advantage, particularly the potential / ability to attract people envisioning the environmental sustainability of the area.
- c) Mapping the physical characteristics of each site, available infrastructure, challenges and constraints for development.
- d) On the basis of above, the Consultant shall rank the sites in terms of development potential. Also, prepare a comparative analysis to get a detailed overview of various development options, which would form a base for making necessary proposals.
- e) The consultant also make a comparative analysis of sites of similar nature both nationally and internationally, to accentuate the critical success factors to determine sustainability and of the project.
- f) Detailed assessment of the areas, where there is a potential to implement Non-Motorized Urban Transport (NMT) system along the shoreline. Also, to identify the existing gaps in the NMT infrastructure.

3.3 Stage III: Preparation of Conceptual Master Plan

The consultant shall develop a conceptual Master plan for an integrated development of immediate neighborhood of the Study Area with at least 3 options. This shall include:

- a) Conceptual Area Development Plan, for various activities in the area. The Conceptual area development plan shall include, but is not limited to:
 - i. Zoning map of various activities, such as recreational activities, site specific proposal and so on,

considering the coastal regulation zone and relevant rules / regulations / codes in which the subject site falls into.

- ii. Concept plan indicates, the tentative area proposed for each activity and other allied infrastructure arrangements.
- iii. Necessary Landscape (Softscape and Hardscape) map to be prepared, incorporating all the design elements contemplated in the project also, to emphasis the tourism potential.
- iv. Cost effective and locally available materials to be used to ensure environment friendly, cost effective, sustainability, etc.

3.4 Stage IV: Final Report –Detailed Master Plan, Estimates and Implementation Mechanism

- a) The consultant has to Prepare a detailed Master Plan incorporating the suggestions and modifications recommended by the authority.
- b) The consultant should suggest specific development plans for each potential node with respect to the local conditions with distinctive theme and design by adopting best practices globally.
 - Overall master plan at a scale of 1:10,000 illustrating various proposals such as, recreational activities, vehicular and pedestrian circulation, open space relationships, and development character of the subject site.
 - Detailed Infrastructure Map showing the location and

network of all identified infrastructure components (such as water supply, power supply, storm water drainage, solid waste management etc.) duly consulting with prospective industries and specialists in the field to arrive at the appropriate scale of infrastructure.

- Schematic representation of key design features within the development like gateways, key nodes, junctions, plazas etc., as a guidance for development by the clients in the future.
 - Open space and landscape strategy with typical details for three typologies of landscape – maintained parks and gardens with hardscape, softscape and street/park furniture; basic ground covered landscape areas with shrubs and planting; natural areas with native vegetation and managed landscapes.
- c) Preparation of Management plans for street vendors, to create local employment opportunity, also to encourage community participation
- d) Preparation of Environmental Management & Ecological Conservation Plan, mainly to eradicate pollution, improve the quality of life.
- e) Preparation of Block cost estimates with BoQ. Detailed Area Development Plan, for various activities in the site and in its influence area with BOQ.
- f) An Institutional framework shall be devised for the implementation of Municipal services such as Electricity, water supply, drainage etc.,

- g) An asset management plan shall be prepared, specifically for the operation and maintenance of roads, parks and other infrastructures.
- h) Financial operating plan shall be prepared for effective implementation of the project.

4. Study Area

- The proposed map of study area for Comprehensive shoreline Development Plan (CSDP) for Chennai is annexed. (***Annexure 1A***)

5. Data services and facilities to be provided by the client (on available basis)

The consultant can access all basic information from the CMDA website www.cmdachennai.gov.in. The available data in the available format shall be provided by the client to the consultant. The consultant has to verify and ascertain the details on their own.

6. List of Key Professionals :

Sl. No	Key Professional	Experience	Man Months
1	Team Leader: Urban planner	<ul style="list-style-type: none"> Min 15 years of Experience in designing and implementation of Environmental conservation projects/Coastal development projects or relevant projects, nationally and globally. 	9
2	Urban Designer	<ul style="list-style-type: none"> Master's degree in Urban Design with minimum 7 years of work experience in public space design / landscape design projects. 	9
3	Landscape Architect	<ul style="list-style-type: none"> Master's degree in Landscape Architecture or equivalent field with minimum 7 years of work experience in designing and implementation of Environmental conservation projects/Coastal development projects / Promenade development 	9

		along the shoreline nationally and globally.	
4	Architect	<ul style="list-style-type: none"> • Master's degree in Architecture with minimum 5 years of work experience in architectural design and Urban/site planning projects. 	9
5	Civil Engineer	<ul style="list-style-type: none"> • Bachelor's degree in Civil Engineering with minimum 5 years of work experience in architectural design and Urban/site planning projects. 	9
6	Environment Expert	<ul style="list-style-type: none"> • Master's degree in Environmental Engineering/ Environmental Engineering & Management or equivalent with minimum 5 years of Experience in carrying out Environment Impact assessment studies along coastal areas. 	9
7	Community Development Specialist/Sociologist	<ul style="list-style-type: none"> • Master's degree in Sociology with minimum 5 years of work experience in Community Development Projects along coastal areas. 	9
8	Financial Expert	<ul style="list-style-type: none"> • Master's degree in Business administration/ Equivalent with minimum 5 years experience in project finance for infrastructure projects (SPV-based) and Experience of working with Central Government / State Government/ ULBs (Municipal)/ Government agencies/ public sector undertaking for conducting financial feasibility and project structuring of large area based development/ redevelopment projects. 	9

7. Timelines and deliverable:

(i) The time of completion of assignment is 24 weeks.

S. No.	Deliverable	Timeline ('T' - date of issue of work order)	Payment % of Total Fee*	Cumulative % of Total Fee
1.	Inception Report with assessment of various studies, Government programs., etc	T+6 Weeks	15%	15%
2.	Interim Report - Identifying potential Development nodes	T+12 Weeks	20%	35%
3.	Conceptual Master plan	T+20 Weeks	25%	60%
4.	Final Report	T + 24 weeks	40%	100%

Note:

The consultant has to make necessary presentations and shall be available for discussions with necessary key personnel, before the Department/ Government during various stages of the study as and when required, apart from the reviews by CMDA.

The consultant has to submit 10 (Ten) copies for each of the deliverables and submit hard and soft copy of all reports, data, 3D drawings and renders, GIS files and AutoCAD drawings. All the designs, data and editable version of the reports shall be submitted in the softcopies. The final report (Approved version) shall be submitted in hard bound 10 (Ten) copies with soft copy (both editable & non editable and all drawings etc.,) in Pen Drive. The report layout and arrangement of chapters shall be shared with the client to prior to submission of the reports.

8. Review of Reports:

The review committee will review the progress of the work. The decision/suggestion carried out will be reviewed in the meetings of the Committee. The comments or views on the various reports should be given to the consultant within 15 days of submission.

9. Review Committee:

The review committee shall consist of members from various departments and relevant experts, as notified by CMDA.

Annexure-1-A



Annexure –2-A

PRE-QUALIFICATION COVER-1

COVER LETTER

(On the letter head of Bidder)

Date:

To

The Member Secretary,
Chennai Metropolitan Development Authority,
Thalamuthu-Natarajan Maaligai,
No.1, Gandhi Irwin Road,
Egmore, Chennai – 600 008.

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, here by submit our proposal

1. The pre-qualification, 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 The Member Secretary, Chennai Metropolitan Development Authority, Thalamuthu-Natarajan Maaligai, No.1, Gandhi Irwin Road, Egmore, Chennai – 600 008.
5. Any additional information it may find necessary or required to supplement or authenticate the proposal.
6. I/ We acknowledge the right of The Member Secretary, Chennai Metropolitan Development Authority, Thalamuthu-Natarajan Maaligai, No.1, Gandhi Irwin Road, Egmore, Chennai – 600 008.
7. To reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
8. I/ We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public Independent nor have had any contract terminated for breach on our part.

9. I/We declare that:
 - a. I/ We have examined and have no reservations to the RFP Document, including any Addendum issued by The Member Secretary, Chennai Metropolitan Development Authority, Thalamuthu-Natarajan Maaligai, No.1, Gandhi Irwin Road, Egmore, Chennai – 600 008.
 - 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 the Member Secretary, Chennai Metropolitan Development Authority, Thalamuthu-Natarajan Maaligai, No.1, Gandhi Irwin Road, Egmore, Chennai – 600 008.
 - d. or any other public-sector enterprise or any government, Central or State;
 - e. 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.
10. 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 Bidders in accordance with the RFP document.
11. 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.
12. 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.
13. 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.
14. 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.

15. 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 the Member Secretary, Chennai Metropolitan Development Authority, Thalamuthu-Natarajan Maaligai, No.1, Gandhi Irwin Road, Egmore, Chennai – 600 008 of the same immediately.
16. I /We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Member Secretary, Chennai Metropolitan Development Authority, Thalamuthu-Natarajan Maaligai, No.1, Gandhi Irwin Road, Egmore, Chennai – 600 008 in connection with the selection of consultant or in connection with the Selection Process itself, in respect of the above-mentioned Project.
17. Earnest Money Deposit (EMD) of Rs.1,00,000/- (One lakh only) in the form of Demand Draft to be taken in the name of "The Executive Engineer, Construction Wing, Division I, Chennai Metropolitan Development Authority (CMDA), Chennai – 600 107". The EMD of unsuccessful firms will be returned within 45 days of the date of completion of selection / tender process.
18. 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.
19. I /We agree to keep this offer valid for 120 days from the proposal Due Date specified in the RFP.
20. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and document is attached here with.
21. I /We certify that we shall have no claim, right or title arising out of any documents or information provided to us by the Member Secretary, Chennai Metropolitan Development Authority, Thalamuthu-Natarajan Maaligai, No.1, Gandhi Irwin Road, Egmore, Chennai – 600 008 or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
22. I /We, _____ (Bidder's name) here with
Enclose the Financial Proposal as per Annexure for selection of my/our firm as consultant.
23. I/We agree and undertake to abide by all the terms and conditions of the RFP document.

24. In witness thereof, we submit this Proposal under and in accordance with the terms of the RFP document.

Yours Faithfully,

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

(Name and stamp of Bidder)

Annexure – 2-C

Details of Bidder

(To be submitted on Letter head of Bidder)

1a)

Name:

b) Date of Incorporation/Commencement:

2. Brief Description of Company including details of its mainline of Business

3. Share holding of the Bidder

4. List of Directors:

5. Details of Individual who will serve as the point of contact/communication to Client:

a) Name :

c) Designation :

d) Company :

e) Address :

f) Telephone No :

g) Email Address :

h) Fax Number :

i) Mob No :

j) PAN No:(Attach Proof) :

k) GST No:(Attach Proof) :

6. Particular of Authorised Signatory of Bidder:

a) Name :

b) Designation :

b) Address :

c) Telephone No. :

d) Mob.No :

e) Email Address :

f) Fax No :

7. Particular of contact person for this assignment:

a) Name :

b) Designation :

g) Address :

h) Telephone No. :

i) Mob.No :

j) Email Address :

k) Fax No :

(Bidder should submit Current Annual Report & attested copy of Certificate of Incorporation by Authorized Signatory)

Annexure –2-D**Financial Qualification of Bidder**

S.No	Financial Year	Annual Turnover (Rs. In lakhs) from Consultancy Business
1	2019-20	
2	2020-21	
3	2021-22	

Statutory Auditor (Seal &**Signature) Name of Audit Firm:****Name of Partner:****Membership No.:****Firm Registration No.:****Contact No:****Address:****Note:**

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

Annexure –2-E**Pre-qualification Experience of Bidder****Pre-qualification as defined in Clause 7.2. (i) Similar Project in last _____ years**

S No	Name of the Project	Completion Date	Eligible Assignment Name & Brief Description of Deliverables	Name of Client, Address & Contact No	Value of Contract (fee) Amount In INR.	Value of Project (Cost of the Project) Amount in INR.	Remarks If any
Completed							
1							
2							
3							
4							
5							
Ongoing							
1							
2							
3							
4							

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

Annexure -3**SUPPLEMENTARY INFORMATION FOR FIRMS****Proposals**

- (1) Proposals should include the following information:
- (i) A description of the manner in which consultants would plan to execute the work. Work plan time schedule in Form F-2 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.

Financial Proposals

The financial proposals should include the Schedule of Price Bid in Form F-6 with cost break-up in Form 6A for the work program indicated in Form F-7.

(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 workplan, 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 Firm 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, the Member Secretary, Chennai Metropolitan Development Authority, Thalamuthu-Natarajan Maaligai, No.1, Gandhi Irwin Road, Egmore, Chennai – 600 008 expects to 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, the Member Secretary, Chennai Metropolitan Development Authority, Thalamuthu-Natarajan Maaligai, No.1, Gandhi Irwin Road, Egmore, Chennai – 600 008 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 quadruplicate for respective stages.

(7) Review of reports

A review committee will review all reports of firm 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 Member Secretary,
Chennai Metropolitan Development
Authority,
Thalamuthu-Natarajan Maaligai,
No.1, Gandhi Irwin Road,
Egmore,
Chennai – 600 008.

Sir:

Consulting services for _____ of _____ Regarding

I/We _____ firm/firms/organization here with
enclose Prequalification 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,

(Authorized Representative)

Signature : _____
Full name : _____
And address : _____

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:

S.No	Name of assignment	Name of project	Owner or sponsor in authority	Cost of assignment	Date of commencement	Date of completion	Was assignment satisfactorily completed
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	Week / 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.

D. Supervision and Quality Control Measures

FORM 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
-------	------	----------	-----------------

2. Support Staff

S.No.	Name	Position	Task assignment
-------	------	----------	-----------------

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 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>
a) Team Leader			_____	
b) "			_____	
c) "			_____	
			Sub-Total (Staff)	_____

Expenses:

a) Per Diem: Room	Subsistence Total	Days
	Cost	
b) Airfare:		_____
c) Lump Sum Miscellaneous Expenses:		_____
	Sub-Total (Out-of-Pocket)	_____

Other Expenses:

1. Local conveyance cost
2. Printing cost
3. Stakeholders meeting expenses
4. Survey cost
5. Charges if any (Provide details)
6. Other cost if any (elaborate)

Total Other Expenses _____

TOTAL COST ESTIMATE _____

FORM F-7

WORK PROGRAM AND TIME SCHEDULE

(To be attached with Technical proposal-cover-2)

<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</u>
														<u>Weeks/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_

FINANCIAL PROPOSAL COVER - 3**FORM NO. F-4****SCHEDULE OF PRICE BID****(On the letter head of Bidder)**

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 Assignments as per the specified scope of Work:

Sl. No.	Description of work	Total cost (INR) (in figures and words)	GST @ 18% INR (in figures and words)	Total cost in INR (in figures and words)
(a)	(b)	(c)	(d)	(c + d)
1.	Consultancy Charges for "Preparation of Detailed project Report for Comprehensive Shoreline Development Plan for Chennai – 600 008"			

(Rupees in Words))

Note:

1. The Financial Proposal is inclusive of all out-pocket expenses which may be incurred towards travel, accommodation, documentation, printing 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 Bidder 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, etc.

Signature Seal of Firm
(Authorized representative)

Annexure - 4

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 Registration No:

This AGREEMENT ("Agreement") is executed at Chennai on this ___ day of2021 by and between Chennai Metropolitan Development Authority ('Client') (hereinafter will be referred as CMDA) having their office at Chennai – 600 008, 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 India
6. This Contract will become effective from execution of this agreement on behalf of (Name of Firm) and will terminate on _____, or such other date as mutually agreed between the (Name of Client) and the (Name of Firms).
7. Payments for the services will not exceed a total amount of Rs. _____.
The above remuneration includes all the costs related to carrying out the services, including overhead and any taxes imposed on [Name of Firms.]
8. The [Name of Firm] 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 Firm] or its staff. The [Name of Firm] 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 Firm] 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 inclusive of all taxes, duties, levies in the form specified at the end of the RFP, within 21 days from the date of issue of LoI. The format 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, drawings, specifications, designs, reports, bid documents and other documents, design calculations, etc., submitted by the Consultants in the performance of the Services shall become and remain the property of the CMDA. The Consultants may retain a copy of such documents but shall not use them for any purposes without the prior written approval of the CMDA. The various reports and documents prepared as part of this assignment is not a public document and the reports / documents will always be the property of the CMDA.
14. The Firm undertake to carry out the assignment in accordance with the highest standard of professional andethical competence and integrity, having due regard to the nature and purpose of the assignment, and to ensurethat 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 Firm] shall pay the taxes, duties fee, levies and other impositions levied under the Applicable law and the Client shall perform such duties, in regard to the deduction of such tax, as may be lawfully imposed.
17. The [Name of Firm] 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 personwhatsoever, 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. 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 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:

- i. 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
- ii. 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 18.

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:

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(Signature of Authorized Representative on behalf of Firm)

(Signature & Name of the Client's Representative)

Annexure - 5

Bank Guarantee for Performance Security

To

The Member Secretary
Chennai Metropolitan Development Authority
(CMDA), Chennai – 600 107.

1. In consideration of CMDA 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 "Firm" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Client's Agreement no. dated valued at Rs. (Rupees), (hereinafter referred to as..... the ("Agreement") Consulting..... Services..... for and the Firm having agreed to furnish a Bank Guarantee amounting to Rs. (Rupees) to the Client for performance of the above work as per the Letter of Intent dated..... We, (hereinafter referred to as the "Bank") at the request of the Firm 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 Firm 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 Firm of any of the terms or conditions contained in the said Agreement or by reason of the Firm'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.....).

2. We,(indicate the name of Bank) undertake to pay to the Client any money so demanded notwithstanding any dispute or disputes raised by the Firm 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 there under and the Firm shall have no claim against us for making such payment.
3. 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 Firm 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.
4. 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 Firm 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 Firm 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 Firm or for any forbearance, act or omission on the part of the Client or any indulgence by the Client to the said Firm 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.

5. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Firm(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.
6. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** * (Rupees *****) only. The Bank shall be liable to pay the said amount or any part thereof only if the Client serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [*** (indicate date falling 90 days after the date of this Guarantee)].

For

Name of Bank:

Seal of the Bank:

Dated, the day of , 2022