



**Request for Proposal (RFP) for Consultancy Services
for the Preparation of a Detailed Development Plan
for the Chennai Outer Ring Road growth corridor**

**Firms Lump sum - *QCBS*
(Price included as a Selection Factor)**

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

Project Title:	Consultancy Services for the Preparation of a Detailed Development Plan for the Chennai Outer Ring Road growth corridor		
Project Client:	Chennai Metropolitan Development Authority (CMDA) Thalamuthu Natarajan Building, CMDA Tower 1, Gandhi Irwin Road, Egmore, Chennai - 600008		
Date Issued:	January 06, 2023	Date Due:	February 08, 2023

LETTER OF INVITATION

Dear All,

Subject: "Consultancy Services for the Preparation of a Detailed Development Plan for the Chennai Outer Ring Road growth corridor" - reg.

1. You are hereby invited to submit pre-qualification, technical and financial proposals for providing consultancy services for "Request for Proposal (RFP) for Consultancy Services for the Preparation of a Detailed Development Plan for the Chennai Outer Ring Road growth corridor", which could form the basis for future negotiations and ultimately a contract between your firm and the CMDA, Chennai – 600 008.
2. The purpose of this assignment is for providing consultancy services for "Request for Proposal (RFP) "for Consultancy Services for the Preparation of a Detailed Development Plan for the Chennai Outer Ring Road growth corridor" "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) (Annexure 1).
 - b) Pre-qualification Criteria (Annexure 2);
 - c) Supplementary information for the 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 format (Annexure 5);
5. A pre-proposal conference open to all prospective firms will be held on 18.01.2023 @ Conference Hall of CMDA @ 3.00 pm. 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 prospective firms may also send their queries through e-mail to mcmda@tn.gov.in, msoffice.cmda@gmail.com

The Clarification/Amendments if any in the Pre – Proposal Conference will be published only on the Government Web site www.cmdachennai.gov.in, www.tenders.tn.gov.in (or) addressed 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, cmda-cw-se1@tn.gov.in, msoffice.cmda@gmail.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 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 initialled twice across the seal. This cover should contain the **Earnest Money Deposit (EMD) of Rs.1,60,000/- (One lakh Sixty thousand only)** in the form of a 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 initialled twice across the seal and should contain the 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 initialled twice across the seal and should contain the detailed price offer for the firm's services.

You will provide a 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 **08.02.2023**.

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 treated 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 **08.02.2023 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 are evaluated, and a detailed price offer will not be opened until the technical evaluation has been completed and the result approved and notified to all firms.

7. Evaluation

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 the opening of the 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.

7.1 **Pre-Qualification:**

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

(i) **Prequalification criteria:**

- a. The Consultant should have experience in Urban and Regional Planning Projects (GIS based), especially Master Plan/Regional Plan/ City Development Plan along Transit Corridor regions including preparation of GIS Based Master Plan, Framing of Special Development Guidelines, etc. (project area as mentioned below)

or

Master Plan/Regional Plan (GIS based) including Demand Assessment for Corridor Development Plan for industrial estates / townships / special economic zones / special investment zones / ports, etc.(project area as mentioned below)

Note:The minimum project area for 7.1 (i) a. should be 100 sq.km if only one project is submitted to support the bidder's experience (or) 50 sq.km each if two or more projects are submitted to support the bidder's experience. The projects should have been in the last 10 (Ten) years from the bid submission date with a minimum consultancy assignment value of Rs.300.00 lakhs in a single work order. (Necessary client certificate for the proof of completion of assignment should be enclosed) – Annexure 2E and Form F-2.

and

- b. The bidder should have average annual turnover of Rs. 500.00 lakhs for the last three years ending March 2022. The net worth of Bidder shall

be positive in the last 5 financial years preceding the Proposal Due Date. 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 a Chartered Accountant for the last 5 (five) Financial Years. (2017-2018, 2018-2019, 2019-20, 2020-21 & 2021-22). Audited financials shall be submitted as proof of the last five financial years as per the format attached – Annexure - 2D.

- c. The Consultant shall be an entity incorporated under the Indian Companies Act 1956/2013 or incorporated under equivalent law abroad or the Consultant should be a firm/LLP and should submit registration /incorporation under the governing legislation.
- d. The Consultant should not have been blacklisted by any government /quasi-government agency or any Multi-Lateral Donor agency in the last 3 years.
- e. The Consultant should have a Local Office in Chennai/ the successful bidder shall establish an operational office in Chennai for the entire project duration.

(ii) Cover 1 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”.

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.

7.2 Technical Proposal

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

S. No.	Criteria	Marks
1	Experience in Similar Projects	40
2	Team Composition	40
3	Technical Presentation	20
	Total	100

7.2.1 *Experience in Similar Projects(max. 40 Marks)

- i. If Project area more than or equal to 100 sq.km:
 - 1 Project - 20 Marks
 - Each additional project - 10 marks
- ii. If Project area more than or equal to 50 sq.km but less than 100 sq.km:
 - 2 Projects - 20 Marks
 - Each additional project - 5 marks

7.2.2 The qualifications of key staff proposed for the assignment (40 Marks)

S. No	Key Professionals	Criteria	Max Marks
1	Team Leader: Master Planning Expert	Master Degree in Architecture, Urban Engineering/Urban Planning/City Planning / Regional Planning/ Land Use Planning/ Infrastructure Planning/ Architecture/ Civil Engineering. 15 years of working experience after Master's degree in the fields of Physical Development plan/ Land Pooling/ Regional Development Shall have worked as Team Leader in at least one Similar Project* (essential qualification criteria)	10
		40% weightage to educational qualification 60% weightage to experience	
2	Transport Planner	Master's Degree in Transportation Planning or related fields 10 years of relevant experience	6
		40% weightage to educational qualification 60% weightage to experience	
3	Finance Expert	Master Degree/MBA in Finance 10 years of work experience in related fields.	6
		40% weightage to educational qualification 60% weightage to experience	
4	Urban Economist	Master in Economics 5 years of work experience in urban economic modelling to ensure integrated land use development and transport planning, measuring impacts and multipliers	6
		40% weightage to educational qualification 60% weightage to experience	

5	GIS Expert	Master's Degree in Geo-information/GIS/RS 7 years of work experience in preparing the base map, developing and managing large and diverse data-bases after Master's degree	4
		40% weightage to educational qualification 60% weightage to experience	
6	Infrastructure Expert	Bachelor's degree in Civil Engineering or higher (Masters in Engineering / Infrastructure Planning is preferable) 5 years of work experience in integrated infrastructure planning (e.g. roads, drainage, water, wastewater, power and telecommunication) including Smart Infrastructure applications	4
		40% weightage to educational qualification 60% weightage to experience	
7	Environment Expert	Master's Degree in Environment Engineering. 5 years of work experience in related fields after Master's degree.	4
		40% weightage to educational qualification 60% weightage to experience	

***Similar Project** Implies:

- a. Preparation of Master Plan including framing of special Development Regulations for an area not less than 100 sq. km (in case on only one project) of 50 sq.km (in case of two or more projects)
(or)
- b. City level transportation and development planning for a city of an area not less than 250 sq.km

The Curriculum vitae along with educational certificates 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).

7.2.3 The quality of the methodology proposed (20 Marks)

Technical Presentation on the Project understanding, Methodology, previous experience, project team, timeline and completion, etc. (20 Marks)

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, of the results of the technical evaluation and invite those who have secured the minimum qualifying mark for the opening of the financial proposals indicating the date and time.

The Team Leader proposed shall be full-time for this assignment only.

7.3 Approval of Personnel:

The Key Personnel listed by title as well as by name in Form F-4 and F-5 are hereby approved by the Client. In respect of other Personnel that the Consultant proposes to use in carrying out the services, the Consultant shall submit to the Client for review and approval a copy of their Curriculum Vitae (CVs).

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, or medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications and experience.
- b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, to (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds, therefore, for with providing as a replacement a person with qualifications and experience acceptable to the Client".
- c) Any of the Personnel provided as a replacement under Clauses a) and b) above, the rate of remuneration applicable to a replacement person will be the 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.

7.4 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 the 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 thereon.

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 80% for technical proposal and 20% for financial proposal.

$$S = St \times 0.80 + Sf \times 0.20$$

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 an agreement on all points and initial a draft 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. An 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, etc).
- 8.4 The negotiations will be concluded with a review of the draft form of the 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 Act, 1998 and 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 Please note that the CMDA is not bound to select any of the firms submitting proposals. 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 CMDA.
- 12 You are requested to hold your proposal valid for 120 days from the date of submission without changing the personnel proposed for the assignment and your 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 Assuming that the contract can be satisfactorily concluded in January / February, you will be expected to take-up / commence with the assignment in January / February 2023.
- 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 /Scheduled bank in India taken in favour of the **The Member Secretary, CMDA, Chennai – 600 008**, valid for a period of **12months** or till the successful completion of the assignment and subject to extensions without any financial implications. The same will be released on the successful completion of all the works satisfactorily. The validity of performance security will be extended according to the extension of the 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
 - 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.

- 18** The fees shall be quoted in Indian Rupees only. Please note that the remuneration which you receive from the contract will be subject to normal tax liability in India. Kindly contact the concerned tax authorities for further information in this regard if required.
- 19** Any entity which has been barred by the Central Government, any State Government, a statutory Independent or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate ("Associate" means a firm have common controlling shareholders or other ownership interest as that of the Bidder).
- 20** Please note that mobilization advance will not be given to the Firm.
- 21** It is estimated that about 5 man-months of services will be required to provide Consultancy Services for the Preparation of a Detailed Development Plan for the Chennai Outer Ring Road growth corridor and generally you should base your financial proposal on this figure. However, you should feel free to submit the proposal on the basis of man-months considered necessary by you to undertake the assignment.
- 22** Joint Venture and Consortium / JV are allowed (subject to 1 lead member and 1 joint venture member). The lead member should possess the technical experience (as per the clause 7.2) Assignment along with client certificate only be considered for evaluation). Both the Lead and JV member will be equally liable for the assignment and payments will be released to the lead firm only. Joint Bidding Agreement (JBA) is attached herewith as Form F-6.
- 23** All documents relating to the Bid and all communications in connection with the Bid shall be in English language. All the pages should be serially numbered and signed by the Firms.
- 24** Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration & Conciliation Act 1996. The place of arbitration shall be at Chennai.
- 25** CMDA reserves the right to postpone / cancel this RFP at any point of time without assigning any reason, whatsoever.
- 26** Please note that conditional bids are liable for rejection.
- 27** SETTLEMENT OF DISPUTES
- 27.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.
- 27.2 Miscellaneous: In any arbitration proceeding hereunder:

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

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

a. By the Client

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

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

Furthermore, if the Client determines that the Consultant has engaged in Fraud and Corruption in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days' written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

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

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute within forty-five (45) calendar days

after receiving written notice from the Consultant that such payment is overdue.

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

c. Cessation of Services:

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

29 Force Majeure:

a. **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, 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 insofar 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 simultaneously 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 to 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, 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 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 shall specify the nature of the failure, and (ii) shall require the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

- 30 Any entity which has been barred by the Central Government, any State Government, a statutory Independent or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate ("Associate" means a firm have common controlling shareholders or other ownership interest as that of the Bidder).
- 31 The Bidders shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiations, visits to CMDA, will Project site etc. CMDA not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.
- 32 Bidders are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, access to site, and availability of data with CMDA, Applicable Laws and regulations or any other matter considered relevant by them.
- 33 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 CMDA reserves the right to consider the next best Bidder or take any other measure as may be deemed fit in the sole discretion of CMDA, including annulment of the Selection Process.
- 34 The jurisdiction of the court will be at Chennai. (Chennai city civil courts).
- 35 CMDA reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.
- 36 All final deliverables, 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.
- 37 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 to 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,

Sd/02.01.2023

Member Secretary,
Chennai Metropolitan Development Authority.

Enclosures:

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

Annexure -1

Terms of Reference for Providing Consultancy Services for the Preparation of a Detailed Development Plan for the Chennai Outer Ring Road growth corridor

About CMDA:

The Chennai Metropolitan Development Authority (CMDA) was constituted as an ad-hoc body in 1972 and became a statutory body in 1974 via the Tamil Nadu Town and Country Planning Act 1971.

The Chennai Metropolitan Area (CMA) comprises the city of Chennai covering Greater Chennai Corporation, Corporations of Tambaram and Avadi, 5 Municipalities, 3 Town Panchayats, and 179 Village Panchayats in 10 Panchayat Unions.

CMDA aims to transform Chennai by creating high-quality urban infrastructure through planned development and to provide a better quality of life for its citizens through environmentally sustainable, economically progressive, and technologically modern approaches to the management of regulations and policies.

Project Background:

The Chennai Outer Ring Road (CORR) was developed as part of the recommendations of the First Master Plan for the Chennai Metropolitan Area for relieving the congestion within the city and also for catalysing the even dispersal of urban growth. Even the Second Master Plan has identified areas along CORR as potential areas to absorb future growth.

CORR connects NH 32 at Vandalur, NH 48 at Nazarethpet, NH 716 at Nemilichery, NH 16 at Nallur and TPP road at Minjur and is of the length of about 62 km. The configuration of the alignment (122 m) comprises 25 m of carriageway on both directions with 22 m in the centre originally reserved for future Mass Rapid System/Light Rail Transit and a 50m wide portion of land reserved for future developments.

The CORR will not only improve traffic movement and connectivity but will also unlock the development potential of suburban and peripheral areas of the city. The city is already growing towards OMR, GST and NH-4 which may witness land shortage for large-scale developments. The CORR growth corridor will soon cater to the requirements in the coming years.

CORR being conceived as a multi-modal transportation corridor, the adjoining areas from Vandalur to Minjur hold the potential for different types of development such as logistics and warehousing, residential, commercial, recreational, healthcare developments, etc. Locations such as Nazarethpet, Nemilicheri, Attanthangal, Sholavaram and Minjur will witness substantial upgradation in infrastructure and growth in real estate. The overall development of the CMA and the future proposals are to be considered while drafting the Detailed Development Plan.

Objectives:

The main objectives of the consultancy services are as follows:

1. Preparation of an exclusive Detailed Development Plan for Chennai Outer Ring Road growth corridor, 1 km on either side of the CORR
2. Identification & Delineation of the most suitable areas for the implementation of the Land Pooling Area Development Scheme (LPADS)
3. Preparation of an Economic Development Plan along the CORR growth corridor.

Scope of Work:

The Consultant shall prepare the Detailed Development Plan for the Planning Area by carrying out the following activities:

1. Review of Existing Planning Framework

a. Baseline Study – Study of available data and regulations

- i. The Consultant shall undertake a review of the existing acts, policies (Central and State), Development Plans and Development Regulations applicable to the planning area, such as TNTCP Act 1971 and its amendments, CMDA Second Master Plan, Detail Development Plans, TNCDBR 2019, schemes, and programs, previous studies conducted by/for CMDA/other organizations relating to CORR and its development.
- ii. Study the guideline value of the land parcels adjacent to the CORR as per the classification of the land, and market rates as per the latest registration details in the immediate vicinity of the land under study.
- iii. Study the various incentives, relaxations and special concessions related to similar kinds of projects that would help formulate proposals.
- iv. Study the ongoing projects of CMDA and other government departments in the planning area.

b. Benchmarking

- i. Study the various models of Master Plans prepared along the major road/transit growth corridors, nationally and globally.
 - The case studies should involve a mix of both greenfield and brownfield examples (at least three each).
 - The case studies should clearly indicate the strategies and initiatives incorporated into the planning process for sustainable economic and social development while ensuring the overall liveability of the areas.
 - The case studies should also indicate the specific policy framework adopted by the government and the post-effect analysis.
 - The case studies should also include global best practices of Implementation Mechanisms/Frameworks for Master Plans.

2. Data Collection, Analysis and Preparation of Base map

a. Data Collection and Analysis

- i. Collect all the geographical information such as satellite imagery/Drone Imagery, contour maps, cadastral maps, environmental features, type of soil, groundwater details, environmentally sensitive area and other relevant features, etc. in the Planning Area.
- ii. Conduct a detailed topographic survey of the Planning Area using any or all survey techniques, necessary field investigations and surveys including RTK drone survey, DGPS, Total Station survey, etc. Digitization of cadastral data and Chennai ORR growth corridors with DGPS shall be carried out.
- iii. Assessment of available data and information and accuracy of this data in terms of quantity, quality and adequacy for the purpose of the preparation of the intended Detailed Development Plan.

b. Preparation of Base Map

- i. Prepare a detailed base map (*1:1,000 scale*) of the planning area in GIS format including administrative boundary and revenue parcel details (including Survey subdivision boundaries), topography, existing land use (AMRUT standard), water resources, settlements, social infrastructure, power lines including HT lines, LT lines, generation & distribution towers and substations, transport infrastructure, landfill sites.
- ii. Superimpose the existing grid of roads, residential, educational and other institutions, social infrastructures (hospitals, training institutions, places of worship, etc) and other infrastructures by taking details of all the natural and man-made features within the planning area and indicating the same in the base map.
- iii. Incorporate the Land Use Map of the Second Master Plan of Chennai Metropolitan Area (CMA) for the study area.

3. Site Analysis, Field Surveys, Investigations and Market Assessment

- i. Physical site details – The Consultant shall analyse the existing details of the terrain, and collect the additional data, if required and map all relevant details pertaining to the site and location such as flood risk, groundwater potential, slope, soil, geology, etc
- ii. The consultant team shall make field visits to the site to ascertain the physical aspects and conduct primary surveys including but not limited to socio-economic surveys, traffic and transportation surveys, and market assessments for economic development and real estate development.
- iii. Identification of potential development nodes
 - Conduct a Detailed SWOT Analysis of the study area, to identify the areas of strengths, development opportunities, and key challenges in each sector to sustainable economic development.

- Analyse the impact of development, in terms of housing, employment opportunity, and other necessary parameters.
 - Conduct stakeholder consultations and workshops with different line agencies involved, to ascertain the necessary spatial, infrastructural, and environmental needs.
- iv. Conduct a citizen perception survey to understand the citizen's opinion of the proposed development and the necessary facilities to be provided, to make the project viable and sustainable.

*The above activities shall be supported by CMDA by providing the data and maps of relevant scale for the planning area (wherever available).

4. Preparation of Concept Detailed Development Plan

The Consultant has to prepare a Concept Plan including but not limited to the following:

- i. Project demand (estimate design population) based on 3 scenarios "Business as Usual", "High Growth Trajectory" and "Aspirational Growth Trajectory" over the next 25 to 30 years including spill-over demand and support services (e.g. primary, secondary and tertiary job creation through ancillary industries, social services, city service management as well as surrounding development in the region)
- ii. Identify and prioritize focus economic activities and sectors for the CORR growth corridor that can maximize job creation
- iii. Formulate a spatial development strategy for the planning area to guide the development and expansion of CMA. Incorporate the spatial objectives and strategies from The Second Master Plan, Vision Document 2023 for Chennai such as providing opportunities for the development of composite neighbourhoods on the CORR growth corridor.
- iv. Prepare sustainable urban economic models for the CORR growth corridor to ensure effective use of land, transport corridors, regional economic integration and inclusive growth leading to a high level of sustainable economic growth.
- v. Presentation on layout infrastructure norms, requirements and cost for supporting the growth for each of the three scenarios including infrastructure (power, water, sewerage, solid waste management, road, ports, waterways, rail, metro rail, airport), housing, and commercial developments as well as social infrastructure (e.g. Affordable Housing, Education, Health, Leisure, Safety and Sociocultural facilities)
- vi. The conceptual Detailed Development Plan shall clearly show the allocated area for each component of the suggested activity mix, proposed measures for augmentation of external linkages to ports/hinterland, physical and social infrastructure, protected zones and rehabilitation areas, etc.

- vii. The conceptual Detailed Development Plan shall provide a basis for Sustainable development by conserving ecologically sensitive areas (natural drains, water bodies, river beds, flood-prone areas, etc.), zero discharge of untreated waste into rivers, low carbon development, recycling & composting facilities, and disaster resilient infrastructure.
- viii. The conceptual Detailed Development Plan shall provide means for encouraging non-paved open spaces and water bodies reducing Urban Heat Island Effect and an Urban form that would allow and increase the flow of wind in between buildings leading to reduced demand for power and consumption of energy.
- ix. The Consultant shall identify the physical constraints for development along the CORR growth corridor in areas such as Redhills Catchment Zone, and formulate and recommend appropriate development regulations for such sensitive areas.
- x. The Consultant shall study the operational feasibility of Metro/Light Rail/Suburban Train/Tram/ other modes of transit in the 22 m central median (buffer) of the CORR.

5. Preparation of Draft Detailed Development Plan

- i. The Consultant has to prepare a Detailed Development Plan incorporating the suggestions and modifications recommended by the authority for the chosen concept Detailed Development Plan. Consultant shall prepare the Detailed Developed Plan covering the following:
 - Overall Master Plan at a scale of 1:1,000 illustrating general delineation of proposed land uses, building massing, vehicular and pedestrian circulation, open space relationships, and development character
 - Land use mix and land area allocation for various uses in a form of a land use map with illustrative building footprints and tabulation of land areas with a detailed land use schedule.
- ii. Detailed Road Network Map showing the primary, secondary and tertiary roads. Circulation plan at the level of arterial, sub-arterial and collector street network, including site ingress/egress, vehicular circulation patterns, pedestrian circulation and vehicular parking.
- iii. Detailed Infrastructure Map showing the location and network of all identified infrastructure components (such as water supply, power supply, stormwater drainage, sewerage infrastructure, solid waste management etc.) duly consulting with the concerned government departments, prospective industries and specialists in the field to arrive at the appropriate scale of infrastructure.
- iv. Green Areas Map showing all the proposed green belts, and green buffers.

- v. To carry out an intensive zoning exercise so as to demarcate areas based on their characteristics & also to draft a set of planning parameters that would boost transit-oriented development. This shall be in line with the proposed TOD policy.
- vi. Prepare an implementation framework which will include the actions, intended outcomes, the role of CMDA, the lead implementation agency, and other implementation partners.
- vii. Preparation of site-specific proposals, block cost estimates and detailed outline of the Implementation plan of the projects. An Institutional mechanism shall be devised for the implementation of the projects, also a financial operating plan for operation and maintenance.
 - Urban Design framework and guidelines to supplement statutory development control regulations to bring about a cohesive development pattern and design element into the development.
 - Schematic representation of key design features within the development like urban gateways, key nodes, junctions, plazas etc., as a guide for development 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.

6. Land Pooling Area Development Scheme (LPADS)

This task involves the identification & delineation of the most suitable areas for the implementation of the Land Pooling Area Development Scheme (LPADS). The work should meet the following objectives:

- a) It should ensure that land resources are put to optimum use with a focus on attracting investment and employment generation
- b) Maximize the commercial value of the available land parcels
- c) Provide best in class urban road network with a focus on increasing connectivity of CORR with the adjacent areas
- d) Propose a mix of residential, commercial, institutional and recreational projects. The site should drive commerce, and tourism and also create spaces for affordable housing, community recreation and engagement.
- e) Certain pockets would be reserved for green belts and recreational areas, which would provide a holistic approach to blue-green infrastructure in consideration of the expansion of the Chennai Metropolitan Area.
- f) The activities should not be conflicting with other existing/proposed development activities in the region

- g) Formulate an implementation and phasing plan for the Land Pooling Area Development Scheme of the proposed area.
- h) The problems and development issues must be thoroughly identified by the way of field observation, and extensive interaction with local bodies by recording the opinion on the quality of infrastructure services especially related to the road network, drainage, water supply, electricity and telecommunication as well as social infrastructure/educational /financial/institutional/health-related institutions and land use pattern, land values and environmental problems through appropriate detailed surveys and interview with the locals.
- i) Determine the revenue boundary of villages/areas on the borders of CORR & adjoining villages so as to finalize the contiguous or separate areas that will be suitable for LPADS. Identify the areas/villages for LPA (in an area of about 100 ha.) within the planning area.
- j) Prepare a detailed Land Pooling Plan on the approved base map in GIS and CAD formats, following the Land Pooling regulations of Tamil Nadu and present the same before the Technical Committee for its approval.

7. Economic Development Plan

The Consultant shall prepare a plan for the sustainable economic development of the Chennai Outer Ring Road growth corridor by carrying out the following activities:

Framework for Economic Development

The Chennai Outer Ring Road growth corridor area is being conceived by the government as a high-growth corridor with sustainable levels of density. It will draw the business and industrial activities in and around Chennai due to better infrastructure and higher FSI, enabling the supply of more floor space at cheaper rates and acting as a new agglomeration. The seamless connectivity will offer reduced cost of transportation and the planned development of the corridor will attract not only business-related investments but also create a demand for affordable housing and quality public spaces. The location of this corridor is likely to be ideal in terms of connectivity with Chennai's existing airport as well as the proposed location of a new airport.

Any economic plan for Chennai has to take into account the presence of growth centres/agglomerations around the core city but falling in the larger metropolitan region. While these growth centres are being planned for balanced urbanisation, their role as satellite towns complementing the core city cannot be understated. The market dynamics in this spatial spread will have to be carefully studied to prepare a plan for more inclusive and sustainable economic growth in the Chennai region.

By shifting the new growth towards the CORR growth corridor, we would also be able to protect a large green cover between the core city and the corridor threatened by ever-spreading urban sprawl.

In view of the above, the Consultant after studying the economic & social needs and aspirations of the people, the economic vision of the State and resource availability in the region, shall identify the priority areas for investment.

The Consultant shall develop an overall framework for the sustainable economic development of the CORR growth corridor, the type and phasing of investments, and methods of implementation and establish the impact assessment of these investments on the local and regional economy.

Criteria for Selection

Method of selection: **Quality and Cost Based Selection (QCBS)** – The ratio to be adopted for Technical and Financial evaluation is in the proportion of 80:20 respectively.

Team Composition

S.No.	Key Professional	Educational Qualification & Work Expertise Criteria <i>(Persons with better qualifications and experience than what is mentioned below will also be considered)</i>	Man Months
(i)	Team Leader: Master Planning Expert	<ul style="list-style-type: none"> • Master Degree in Urban Planning/ Urban Engineering or equivalent • 15 years of working experience after Master's degree in the fields of Physical Development plan/ Land Pooling/ Regional Development Plan • Shall have worked as Team Leader in at least one Similar Project* 	5
(ii)	Transport Planner	<ul style="list-style-type: none"> • Master's Degree in Transportation Planning or equivalent • 10 years of relevant experience. 	5
(iii)	Finance Expert	<ul style="list-style-type: none"> • Master Degree/MBA in Finance • 10 years of work experience in related fields. 	5
(iv)	Urban Economist	<ul style="list-style-type: none"> • Master in Economics • 5 years of work experience in urban economic modelling to ensure integrated land use development and transport planning, measuring impacts and multipliers 	5
(v)	GIS Expert	<ul style="list-style-type: none"> • Master's Degree in Geo-informatics/GIS/Remote Sensing or equivalent • 7 years of work experience in preparing the base map, developing and managing large and diverse data-bases after Master's degree 	5
(vi)	Infrastructure Expert	<ul style="list-style-type: none"> • Masters in Civil Engineering / Infrastructure Engineering or equivalent • 5 years' work experience in integrated infrastructure planning (e.g. roads, drainage, water, wastewater, power and telecommunication) including Smart Infrastructure applications 	5

(vii)	Environment Expert	<ul style="list-style-type: none"> • Master's Degree in Environment Engineering/ Environmental Engineering & Management or equivalent. • 5 years of work experience in related fields after Master's degree. 	5
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The consultants shall include necessary support staff for fulfilling the objectives and requirements of this project.

1. Field survey staff: Sufficient field survey staff to be allocated for the survey of the road network and other details.
2. The above team should be supported by adequate relevant support staff / experts / specialists to ensure that the objectives of the project are achieved within the timelines.
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 the same/any other client. The Team Leader shall be a full-time professional to be stationed in Chennai till the completion of the Study.

Timelines, Deliverables and Payment Schedule

*Project timeline starts from the date of the Letter of Award (LoA) for 21 weeks

Sl. No.	Stage Report	Payment	Timeline (T date of issue of LoA)
i)	Inception Report with the Approach and methodology of the project, and project timeline.	10 %	T + 2 weeks
ii)	Data Collection Report & Incorporation of SMP of CMA, Site Analysis, Field surveys & investigations and market assessment.	10 %	T + 6 weeks
iii)	Concept Plan Report	15 %	T + 8 weeks
iv)	Draft Detailed Development Plan Report & Identification & delineation of areas for Land Pooling Area Development Scheme (LPADS)	20 %	T+ 13 weeks
v)	Economic Development Plan for CORR growth corridor	25 %	T+ 17 weeks
vi)	Final Detailed Development Plan Report (The final report shall cover all the reports forming it into a consolidated DPR)	20 %	T+ 21 weeks

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 copies of all reports, data, 3D drawings and renders, GIS files and AutoCAD drawings. All the designs, data and editable versions of the reports shall be submitted in the softcopies. The final report (Approved version) shall be submitted in hardbound 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.

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.

Review Committee:

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

Annexure – 2

PRE - QUALIFICATION COVER - 2

COVER LETTER

(On the letterhead of Bidder)

Date:

To

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

Subject: Request for Proposal for “Consultancy Services for the Preparation of a Detailed Development Plan for the Chennai Outer Ring Road growth corridor”

Dear Sir / Madam,

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

1. The pre-qualification, technical and financial proposals are unconditional.
2. All information provided in the proposal and in the Appendices / Annexures is true and correct and all documents accompanying such proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I/ We shall make available to CMDA any additional information it may find necessary or required to supplement or authenticate the proposal.
5. I/ We acknowledge the right of CMDA to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by the imposition of a penalty or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public Independent nor have had any contract terminated for breach on our part.
7. I/ We declare that:
 - a. I/ We have examined and have no reservations about the RFP Document, including any Addendum issued by CMDA.

- b. I / We do not have any conflict of interest in accordance with the 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 CMDA or any other public-sector enterprise or any government, Central or State;
 - d. I / We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I /We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Bidders in accordance with the RFP document.
 9. I /We believe that we satisfy the Conditions of Eligibility and meet the requirements as specified in the RFP document and are qualified to submit proposal in accordance with the provisions of the RFP document.
 10. I /We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory Independent which could cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
 11. I /We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
 12. I /We further certify that no investigation by a regulatory Independent is pending either against us or against our Associates or against our MD / CEO or any of our Directors/ Managers/employees.
 13. I /We undertake that in case due to any change in facts or circumstances during the Selection Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate CMDA of the same immediately.
 14. I /We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by CMDA in connection with the selection of Consultant or in connection with the Selection Process itself, in respect of the above-mentioned Project.

15. The **EMD (Bid Security) of Rs.1,60,000/- (Rupees One lakh sixty thousand only)** in the form of a demand draft, in accordance with the RFP document.
16. I /We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
17. I /We agree to keep this offer valid for 120 days from the proposal Due Date specified in the RFP.
18. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith.
19. I /We certify that we shall have no claim, right or title arising out of any documents or information provided to us by CMDA in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
20. I /We,____(Bidder's name) herewith enclose the Financial Proposal as per Annexure for selection of my/our firm as Consultant.
21. I /We agree and undertake to abide by all the terms and conditions of the RFP document.
22. In witness thereof, we submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

(Signature, name and designation of the Authorised signatory)

(Name and stamp of Bidder)

Annexure – 2-B

PRE / TECHNICAL QUALIFICATION CRITERIA FOR FIRMS (COVER 2)

- I. Brief description of the organization
- II. Details of EMD Paid for Rs.1,60,000/-
- III. Outline of recent experience of assignments:

- Name of the assignment
- Name of the project
- Name of the owner or sponsoring authority
- Brief description of the assignment

- IV. Cost of assignment (Fees)
- V. Attach Client certificate for completion of project
 1. Date of commencement
 2. Date of completion
 3. Client certificate attached Yes / No

- VI. Annual Turnover of the firm

S. No.	Financial Year	Amount in Rs.
1	2017-18	
2	2018-19	
3	2019-20	
4	2020-21	
5	2021-22	
	Average	

Balance Sheet and P&L A/c statement for the five financial years (2017-18, 2018-19, 2019-20, 2020-21& 2021-22) duly certified by a Chartered Accountant shall be attached.

- VII. Contact Person / Details:

Annexure – 2 - C

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

1. Name:
2. Date of Incorporation/Commencement:
3. Brief Description of Company including details of its main line of Business
4. Shareholding of the Bidder
5. List of Directors:
6. Details of Individual who will serve as the point of contact/communication to Client:
 - i. Name :
 - ii. Designation :
 - iii. Company :
 - iv. Address :
 - v. Telephone No :
 - vi. Email Address :
 - vii. Fax Number :
 - viii. Mob No :
 - ix. PAN No: Attach Proof :
 - x. GST No: Attach Proof :
7. Particular of Authorised Signatory of Bidder:
 - a) Name :
 - b) Designation :
 - c) Address :
 - d) Telephone No. :
 - e) Mob. No :
 - f) Email Address :
 - g) Fax No :
8. Particular of contact person for this assignment:
 - a. Name :
 - b. Designation :
 - c. Address :
 - d. Telephone No. :
 - e. Mob. No :
 - f. Email Address :
 - g. Fax No :

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

Annexure – 2 - D

Financial Qualification of Bidder

S. No	Financial Year	Annual Turnover (Rs. In lakh) From Consultancy Business
1	2017-18	
2	2018-19	
3	2019-20	
4	2020-21	
5	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 a Statutory Audit Report for each year reflecting the annual turnover of the Consultancy Business for each year. In the case of a Consortium, each Consortium Member shall furnish a separate sheet. The Bidder shall also attach an audited endorsement of the net worth.

Annexure – 2 - E

Pre-qualification Experience of Bidder

Pre-qualification as defined in Clause 7.2. (i) Similar Project in last years

Sl. 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 Authorised Signatory

Annexure - 3

SUPPLEMENTARY INFORMATION FOR FIRMS

Proposals

- (1) Proposals should include the following information:
 - (a) Technical Proposal
 - (i) A description of the manner in which consultants would plan to execute the work. Work plan time schedule in Form F-3 and approach or methodology proposed for carrying out the required work.
 - (ii) The composition of the team of personnel that 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 the supervision of the team. The curriculum vitae should follow the attached Format F-5 duly signed by the concerned personnel.
 - (b) Financial Proposals

The financial proposals should include the Schedule of Price Bid in Form No. F-6 with cost break-up in Form 6A for the work program indicated in Form F-7.
- (2) **Two copies of proposals should be submitted to CMDA (With Soft copy on CD) CMDA, No.1 Gandhi Irwin Road, Thalamuthu Natarajan Building, Egmore, Chennai – 600 008.**
- (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 the Firm's proposal, costing **(after negotiation of the unit rates, including the man month rates, tax liability and all costs, etc)**, the proposed work plan, staffing and any suggestions you may have made to improve the Terms of Reference. The 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, CMDA 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, CMDA will not consider substitution after contract negotiations, except in cases of unexpected delays on the starting date or the 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 is 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 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 Superintending Engineer-I,
Circle-I, Construction Wing,
A Block, 1st Floor, Tower-III,
'E' Road,
Koyambedu,
Chennai – 600 107.

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 the undertaking and to obey the laws of the country of India.

Yours faithfully,

(Authorized Representative)

Signature: _____
Full name: _____
and address: _____

FORM F-2

ELIGIBLE PROJECT EXPERIENCE (WITH SUMMARY) OF THE BIDDER

[Using the format below, provide information on relevant project experience for which your consultancy (Each Member in case of Consortium) was legally contracted for carrying out services similar to the ones requested under this Assignment during the last 5 years]

Name of Bidder:	
Name of the Project:	
Project Type:	
Description of services performed by the Bidder firm:	
Name of Client and Address: (Indicate whether public or private entity)	
Name, telephone no. and fax no. of client's representative:	
Estimated Capital Cost of Project (in INR. crore):	
Area of project (in acres)	
Start date and finish date of the services (month/ year):	
Proof / Certificate from client	
Salient Features of the Project including the list of project components:	
Salient Features of the services Provided:	

Sl. No	Relevant Projects as per Bid Summary Sheet	Start Date of Services	End Date of Services	Scope of Work Performed by the Firm	Client Details	Project Completion Certificate (Yes/No)
<p>Note: The bidder (single party or consortium) needs to submit the notarized copy of the work order and completion certificate from the respective client for each project in support of their claim</p>						

Notes:

- (a) Use separate sheets for each eligible project.
- (b) The certification of project experience shall be issued by the concerned agency or client. The Bidder (Each Member in the case of Consortium) should furnish adequate evidence to support its claim of Eligible Experience detailed in Bid Response Sheets. The experience of projects under the proposal stage or designing stage shall not be considered for technical qualification. Projects with valid project experience certificates shall only be considered during evaluation.
- (c) Any Bidder consisting of a Single Entity should fill in details as Single Entity Bidder and in case of a Consortium; the details need to be provided for each Entities / Bidders
- (d) The Bidder should provide details of only those projects undertaken by it. Project experience of the Bidder's parent company or its subsidiary or any associate company (who is not a member of the Consortium) will not be considered for computation of the experience.
- (e) The Bidder (Each Member in case of Consortium) should furnish the details of Eligible Experience as on the date of submission of the Proposal
- (f) The Bidder may attach separate sheets to provide brief particulars of other relevant experiences of the Bidder.
- (g) Exchange rate shall be the daily representative exchange rate published by the Reserve Bank of India as on the date of issue of RFP.

FORM E-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 tasks 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: _____

FINANCIAL PROPOSAL COVER - 3

FORM NO. F-6

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 Assignment 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 the Preparation of a Detailed Development Plan for the Chennai Outer Ring Road growth corridor- Lump sum fee for providing all services and all other expenses			

(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 a difference in the 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 FormNo. F6-A.
4. The Financial Proposal is inclusive of all taxes, GST, etc.

Signature Seal of Firm
(Authorized representative)

FORM F-6-A
Cost Estimate of Services

Remuneration of Staff

<u>Staff 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 E-7

WORK PROGRAM AND TIME SCHEDULE

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

Name Position 1 2 3 4 5 6 7 8 9 10 11 12 Number of Weeks/months

Total

Reports Due/Activities and Duration

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

Field Full Time	_____	Part Time	_____
Reports Due	_____		
Activities Duration	_____		

FORM NO. F-8

Joint Bidding Agreement (the "JBA")

(Applicable only when the Bidder is Consortium/JV)

THIS JBA is entered into on this the day of, year

AMONGST

1.{... Limited, a company incorporated under the Companies Act, 2013} and having its registered

office at (hereinafter referred to as the "**Lead Member**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2.{... Limited, a company incorporated under the Companies Act, 2013} and having its registered

office at (hereinafter referred to as the "**Other Member**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned members of the Lead and Other are collectively referred to as the "**Members**" and each is individually referred to as a "**Member**".

WHEREAS

A. The (Hereinafter referred to as the "Authority" which expression

shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the "Bid") by its Request for Proposal No. dated namely "" (the "Project").

B. The Members are interested in jointly bidding for the Project as a Consortium/JV partners forming a Consortium/JV in accordance with the terms and conditions of the RFP document, and

C. It is a necessary condition under the RFP document that the members of the Consortium/JV shall enter into an agreement and furnish a copy of this agreement with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning as specified thereto under the RFP.

2. Consortium/JV

The Members do hereby irrevocably constitute the Consortium/JV (the "Consortium/JV") for the purposes of jointly participating in the Bidding Process for the Project as Consortium/JV members.

The Members hereby undertake to participate in the Bidding Process only through this Consortium/JV and not individually and/ or through any other Consortium/JV formation constituted for this Project, either directly or indirectly or through any of their Associates

3. Covenants

The Members hereby undertake that in the event the Consortium/JV is declared the Successful Bidder and awarded the Project, the Lead Member shall come into an Agreement with the Authority and for performing all its obligations as the Consultant as per the Agreement.

4. Role of the Members

The Members hereby undertake to perform the roles and responsibilities as described below:

- a) Member of the First Part (Lead Member) shall possess the technical experience as per the RFP and shall have the power of attorney from Other Member for conducting all business for and on behalf of the Consortium/JV during the Tendering Process and until the appointed date (the date on which the agreement shall be signed);
- b) Member of the Second Part shall be the Other Member of the Consortium/JV.

5. Joint and Several Liability

The Members do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Agreement.

6. Responsibilities of the Members

The Members agree that the responsibilities of the Members, may be as follows:

Lead Member: (Fulfilling the Technical Qualification Criteria)

Other Member: (Fulfilling Other Qualifications and/ or Financial Criteria)

7. Representation of the Members

Each Member represents to the other Members as of the date of this JBA that:

- a) Such Member is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this JBA;
- b) The execution, delivery and performance by such Party of this JBA has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and Power of Attorney in favour of the person executing this JBA for the delegation of power and authority to execute this JBA on behalf of the Consortium/JV Partners is annexed to this JBA, and shall not, to the best of its knowledge:
 - i. require any consent or approval not already obtained;
 - ii. violate any Applicable Law presently in effect and having applicability to it;
 - iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Member is a member or by which such Member or any of its properties or assets are bound or that is otherwise applicable to such Member; or
 - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Member, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Member so as to prevent such Member from fulfilling its obligations under this JBA; and
- c) there is no litigation pending or, to the best of such Member's knowledge, threatened to which it or any of its Affiliates is a member that presently affects, or which would have a material adverse effect on the financial condition or prospects or business of such member in the fulfilment of its obligations under this JBA.

8. Termination

This JBA shall be effective from the date hereof and shall continue in full force and effect until the Appointed Date in case the Project is awarded to the Consortium/JV. However, in case the Consortium/JV is either not pre-qualified for the Project or does not get selected for award of the Project, the JBA shall stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

- i. This JBA shall be governed by the laws of India.
- ii. The Members acknowledge and accept that this JBA shall not be amended by the Members without the prior written consent of the Authority.
- iii. The Members shall do the revenue share in the following proportion:
Lead Member :
Other member :

IN WITNESS WHEREOF THE MEMBERS ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS MEMORENDUM OF UNDERSTANDING AS OF THE DATE FIRST ABOVE WRITTEN. SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

For and on behalf of

For and on behalf of

LEAD MEMBER by:

SECOND PART by:

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

In the presence of:

1.

2.

Notes:

1. The mode of the execution of the JBA should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Each JBA should attach a copy of the Power of Attorney in favour of the person executing this JBA for the delegation of power and authority to execute this JBA on behalf of the Consortium/JV Members.

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 of

.....2021 by and between Chennai Metropolitan Development Authority ('Client')

(hereinafter will be referred to as CMDA) having their office at

..... Chennai – 600 008, and M/s.

....., ('Firm') (hereinafter will be referred to 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 the 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, and 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, and 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 a 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:

(Signature of Authorized Representative on behalf of Firm)

Date:

-

----- (Signature & Name of the Client's

Representative)

-

Annexure - 5

Bank Guarantee for Performance Security

To
The Superintending Engineer-I,
Circle-I, Construction Wing,
A Block, 1st Floor, Tower-III,
'E' Road,
Koyambedu,
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 ,year