

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

(b) Financial Proposals

The financial proposals should include the Schedule of Price Bid in Form No. F-6 with cost break-up in Form 6A. In case of JV / Consortium, Joint Bidding Agreement is provided in Form F-7.

(2) **Two copies of proposals should be submitted to CMDA (With Soft copy in 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 Firm's proposal, costing (**after negotiation of the unit rates, including the man month rates, tax liability and all cost, etc**), the proposed work plan, staffing and any suggestions you may have made to improve the Terms of Reference. Agreement will then be reached on the final Terms of Reference, the staffing plan and the bar chart, which will indicate personnel, periods in the field and office, man-months, and reporting schedule. Based on these, adjustments necessary will be discussed and agreed. The Contract will be awarded after successful negotiations, with the selected Firm. If negotiations fail, the Client will invite the 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 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 Member Secretary, CMDA Chennai – 600 107.
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Sir:

Sub: Providing Project Management Consultant strategy and advisory services to Chennai Metropolitan Development Authority(CMDA)" - Regarding

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

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

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

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

Yours faithfully,

(Authorized Representative)

Signature : \_\_\_\_\_  
Full name : \_\_\_\_\_  
and address : \_\_\_\_\_

**FORM F-2**

**ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST 10 YEARS**

1. Brief Description of the Firm:
  
2. Outline of recent experience on assignments of similar nature:

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

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

**FORM F-3**

**Detailed Methodology proposed for the project  
Case Studies of Previously implemented project**

**FORM F-4**  
**Composition of the Team Personnel**

1. Key Professionals:

S. No.	Name	Position	Areas of Expertise
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**FORM F-5**

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

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

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

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

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

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

**Key Qualifications:**

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

\_\_\_\_\_

**Education:**

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

\_\_\_\_\_

**Employment Record:**

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

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**Languages:**

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

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**Certification:**

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

\_\_\_\_\_ **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 Assignments as per the specified scope of Work:

<b>Sl. No.</b>	<b>Description of work</b>	<b>Total cost (INR) (in figures and words)</b>	<b>GST @ 18% INR (in figures and words)</b>	<b>Total cost in INR (in figures and words)</b>
(a)	(b)	(c)	(d)	(c + d)
<b>1.</b>	<b>Providing Project Management Consultant strategy and advisory services to Chennai Metropolitan Development Authority (CMDA) - Lump sum fee for providing services including out of pocket expenses and all other expenses for 24 months</b>			

(Rupees in Words.....)

Note:

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

Signature Seal of Firm  
(Authorized representative)

**FORM F-6A**

**Cost Estimate of Services**

**Remuneration of Staff**

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

Lumpsum miscellaneous expenses:

TOTAL COST ESTIMATE:

**FORM NO. F-7**

**Joint Bidding Agreement (the "JBA")**

(Applicable only when the Bidder is Consortium/JV)

THIS JBA is entered into on this the ..... day of ....., 2022

**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 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.

**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 as CMDA) having their office at ..... Chennai – 600 008, and M/s. ...., ('Firm') (hereinafter will be referred as Firms) having their Office located at .....

1. Set out below are the terms and conditions under which (Name of Firm) has agreed to carry out for (Name of Client) the above-mentioned assignment specified in the attached Terms of Reference.
2. For administrative purposes (Name of responsible staff of Client) has been assigned to administer the assignment and to provide [Name of Firm] with all relevant information needed to carry out the assignment. The services will be required in (Name of Project) for about \_\_\_\_\_ days / months, during the period from \_\_\_\_\_ to \_\_\_\_\_.
3. The (Name of Client) may find it necessary to postpone or cancel the assignment and/or shorten or extend its duration. In such case, every effort will be made to give you, as early as possible, notice of any changes. In the event of termination, the (Name of Firms) shall be paid for the services rendered for carrying out the assignment to the date of termination, and the [Name of Firm] will provide the (Name of Client) with any reports or parts thereof, or any other information and documentation gathered under this Contract prior to the date of termination.
4. The services to be performed, the estimated time to be spent, and the reports to

be submitted will be in accordance with the attached Description of Services.

5. This Contract, its meaning and interpretation and the relation between the parties shall be governed by the laws of India
6. This Contract will become effective from execution of this agreement on behalf of (Name of Firm) and will terminate on \_\_\_\_\_, or such other date as mutually agreed between the (Name of Client) and the (Name of Firms).
7. Payments for the services will not exceed a total amount of Rs. \_\_\_\_\_.  
The above remuneration includes all the costs related to carrying out the services, including overhead and any taxes imposed on [Name of Firms.]
8. The [Name of Firm] will be responsible for appropriate insurance coverage. In this regard, the [Name of Firms] shall maintain workers compensation, employment liability insurance for their staff on the assignment. The Firms shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of the [Name of Firm] or its staff. The [Name of Firm] shall provide the (Name of Client) with certification there of upon request. The risks and the coverage shall be as follows:
  - (a) Third Party liability insurance with a minimum coverage of Value of assignment [cost of assignment quoted by the firm];
  - (b) Professional liability insurance, with a minimum coverage of Value of assignment [cost of assignment quoted by the firm];
  - (c) Employer's liability and workers' compensation insurance in respect of the Personnel of the Firm \_\_\_\_\_ and of any Sub-Firms, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;
9. The [Name of Firm] shall indemnify and hold harmless the (Name of Client) against any and all claims, .....demands, and/or judgments of any nature brought against the (Name of Client) arising out of the services by the [Name of Firms] under this Contract. The obligation under this paragraph shall survive the termination of this Contract.
10. The Firm agrees that, during the term of this Contract and after its termination, the Firm and any entity affiliated with the Firm, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.



11. The Firm shall furnish a Bank Guarantee amounting to 5% of the negotiated firm's value inclusive of all taxes, duties, levies in the form specified at the end of the RFP, within 21 days from the date of issue of LoI. The format is enclosed in Annexure-5.
12. The Client shall have the right to invoke and appropriate the proceeds of the Performance Security / Total value of Consultancy assignment, 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 and .....ethical competence and integrity, having due regard to the nature and purpose of the assignment, and to ensure that the staff assigned to perform the services under this Contract, will conduct themselves in a manner consistent herewith.
15. The Firm will not assign this Contract or sub-contract or any portion of it without the Client's prior written Consent.
16. The [Name of 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 person ....whatsoever, except with the (Name of Client) written permission.
18. SETTLEMENT OF DISPUTES
  - 18.1 Amicable Settlement The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.
  - 18.2. 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 here under, 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, pandemic, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

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

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

- b. No Breach of Contract: The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
- c. Measures to be Taken: A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

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

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

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

- i. demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- ii. continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

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

Suspension the Client may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature

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

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

22. The jurisdiction of Court will be at Chennai.

Place:

Date:

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(Signature of Authorized Representative on behalf of Firm)

(Signature & Name of the Client's Representative)

## Bank Guarantee for Performance Security

To

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

1. In consideration of CMDA acting on behalf of the Government of Tamil Nadu (hereinafterreferred 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 orsuffered by the Client by reason of any breach by the said Firm of any of the terms or conditionscontained 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 theFirm's failure to perform the said Agreement. Any such demand made on the

bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. .... (Rupees..... ).

2. We, ..... (indicate the name of Bank) undertake to pay to the Client any money so demanded notwithstanding any dispute or disputes raised by the Firm in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Firm shall have no claim against us for making such payment.
3. We, ..... (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Client under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Client certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Firm and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.
4. We, ..... (indicate the name of Bank) further agree with the Client that the Client shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Firm from time to time or to postpone for any time or from time to time any of the powers exercisable by the Client against the said Firm and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Firm or for any forbearance, act or omission on the part of the Client or any indulgence by the Client to the said Firm or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

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

For .....

Name of Bank:

Seal of the Bank:

Dated, the ..... day of ....., 2022