



**REQUEST FOR PROPOSAL (RFP)
for CONSULTANCY ASSIGNMENTS**

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

**Request for Proposal for “Providing Project Management Consultant
strategy and advisory services to
Chennai Metropolitan Development Authority (CMDA)”**

**CHENNAI METROPOLITAN DEVELOPMENT AUTHORITY
NO. 1, GANDHI IRWIN ROAD,
THALAMUTHU NATARAJAN BUILDING,
EGMORE, CHENNAI – 600 008**

LETTER OF INVITATION

Dear Sirs,

Subject: "Providing Project Management Consultant strategy and advisory services to Chennai Metropolitan Development Authority (CMDA)"reg.

1. You are hereby invited to submit pre-qualification, technical and financial proposals for providing consultancy services for "Request for Proposal for Providing Project Management Consultant strategy and advisory services to CMDA", 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 for "Providing Project Management Consultant, strategy and advisory services to CMDA"as mentioned in the Terms of Reference (ToR).
Client means The Member Secretary, CMDA.
3. A firm will be selected under Quality and Cost Base Selection (QCBS) procedures described in this RFP and in accordance with the procurement guidelines of the TAMIL NADU TRANSPARENCY IN TENDERS ACT, 1998 and RULES 2000 as amended from time to time.
4. The following documents are enclosed to enable you to submit your proposal:
 - a) Terms of reference (TOR) (Annexure 1).
 - b) Pre-qualification Criteria (Annexure 2);
 - c) Supplementary information for firm, including a suggested format of curriculum vitae of key personnel (Annexure 3);
 - d) A Sample Draft Agreement of Contract for this assignment to be carried out by the Firm (Annexure 4); and
 - e) Bank Guarantee format (Annexure 5);
5. A pre-proposal conference open to all prospective firms will be held on **09.09.2022 @ Conference Hall of CMDA @ 11.30 am** in the "**Chennai Metropolitan Development Authority (CMDA), 1st Floor, CMDA Office Complex, 'A' Block, 'E' Road, Koyambedu, Chennai – 600 107**". The prospective firms will have an opportunity to obtain clarification regarding the scope of the work, terms of reference, contract conditions and any other pertinent information.

The Clarification/Amendments if any in the Pre – Proposal Conference will be published only in the Government Web site www.cmdachennai.gov.in, www.tenders.tn.gov.in (or) address to

***The Member Secretary
Chennai Metropolitan Development Authority (CMDA),
No. 1, Gandhi Irwin Road, Thalamuthu Natarajan Building, Egmore,
Chennai – 600 008
Email: mscmda@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 initialed twice across the seal. This cover should contain the Earnest Money Deposit (EMD) of Rs.1,50,000/- (One lakh Fifty Thousand only) in the form of Demand Draft to be taken in the name of "The Executive Engineer, Construction Wing, Division I, Chennai Metropolitan Development Authority (CMDA), Chennai – 600 107"***. The EMD of unsuccessful firms will be returned within 45 days of the date of completion of selection / tender process.
- 6.3 The second envelope, viz., Cover-2 marked "Technical proposal for the captioned project" must also be sealed and initialed twice across the seal and should contain information required in Annexure 3 viz., supplementary information for firms.
- 6.4 The first and second envelopes should not contain any cost information whatsoever. The third envelope viz., Cover-3 marked "Financial Proposal for the captioned project" must also be sealed and initialed twice across the seal and should contain the detailed price offer for the firm's services.

You will provide detailed breakdown of costs and fees in the format prescribed in Form 6:

The sealed envelopes Cover 1, Cover 2 and Cover 3 should again be placed in a separate common sealed cover, which shall be clearly marked and addressed to the Member Secretary, CMDA, No. 1, Gandhi Irwin Road, Thalamuthu Natarajan Building, 3rd Floor, Egmore, Chennai – 600 008, with the name of the assignment and deposited in the tender box placed in the office of the Member Secretary, Chennai Metropolitan Development Authority (CMDA), No. 1, Gandhi Irwin Road, Thalamuthu Natarajan Building, 3rd Floor, Egmore, Chennai – 600 008 up to 3.00 p.m. (as per the office clock) on **16.09.2022**.

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

6.5 Opening of proposal

The proposals (first envelope (cover 1) containing pre-qualification criteria only) will be opened by the Tender Committee of CMDA at No. 1, Gandhi Irwin Road, Thalamuthu Natarajan Building, 3rd Floor, Egmore, Chennai – 600 008 on **16.09.2022 at 4.00 p.m.** It may please be noted that the second envelope containing the technical proposal will not be opened until pre-qualification criteria is evaluated, and detailed price offer will not be opened until technical evaluation has been completed and the result approved and notified to all firms.

7. Evaluation

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

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

7.2 Pre-Qualification :

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

(i) Prequalification criteria:

- a. The Consultant should have experience in at least 5 (Five) assignments for Project Management Consultants / Support Units / Technical Support / working as State Mission Management Unit / Programme Management Unit for a minimum period of 3 (three) years in last 10 (Ten) years from the bid submission date with a minimum consultancy assignment value of **Rs.500.00 lakhs** in a single work order. (Necessary client certificate for the proof of completion of assignment should be enclosed) – Annexure 2E.

and

- b. Average annual turnover of **Rs. 5000.00 lakhs** for the last three years ending March 2022. The Firm must ensure that they submit the evidence of eligibility criteria on turnover & positive net worth as on 31st March 2022 in the form of audited financial statements signed by Chartered Accountant for the last 3 (three) Financial Years. (2019-20, 2020-21 & 2021-22). Audited financials shall be submitted as proof in the last three financial years as per the format attached – Annexure - 2 D.

- (ii)** 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".

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

The Consultant should have ISO certification for Quality Management System ISO 12001:2015

The Consultant should have a Local Office in Chennai.

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

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

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

7.3 Technical Proposal

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

- 7.3.1 the quality of the methodology proposed (25 points); and
- 7.3.2 the qualifications of key staff proposed for the assignment (35 points).
- 7.3.3 *Experience (40 Points)
 - 7.3.3.1 In preparing project appraisal/DPR for various urban infrastructure projects (20)
 - 7.3.3.2 In providing Project Management Services for any of the Government Departments (10)
 - 7.3.3.3 Working in Tamil Nadu in last 5 years (5)
 - 7.3.3.4 In externally aided projects (5)

* Minimum 4 No. of major projects to be completed by the consultant.

S. No	Key Professionals	Marks
1	Project Monitoring Expert(Team Lead)	12
2	Infrastructure Expert	8
3	Procurement Expert	8
4	Project Coordinator / Office Manager	7

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

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

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

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

7.4 Approval of Personnel:

The Key Personnel listed by title as well as by name in Form F-2 and F-3 are hereby approved by the Client. In respect of other Personnel which the Consultant proposes to use in carrying out of 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, 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 written request specifying the grounds therefore, for with provide 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 same as per the agreement. Also (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and / or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been to the Personnel replaced.

7.5 Financial Proposal

7.5.1 Opening:

The financial proposal shall be opened in the presence of the firms' representatives who choose to attend. The name of the firm, the quality scores and the proposed prices shall be read out and recorded. The client shall prepare minutes of bid opening.

7.5.2 Evaluation:

The evaluation committee will determine if the financial proposals are complete in accordance with ToR. The quoted price shall be corrected for arithmetical errors in accordance with Tender Transparency Rules, 2000 and as amended there on.

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

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

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

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

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

8 **Negotiations**

8.1 Negotiations normally take a day. The aim is to reach agreement on all points and initial 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. 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 allcost, etc).

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

8.5 The Contract will be awarded after successful negotiations, with the selected Firm as per the Tamil Nadu Transparency in Tenders 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 September / October, you will be expected to take-up / commence with the assignment in September / October 2022.
- 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 **_30_ months** or till the successful completion of the assignment and subject to extensions without any financial implications. The same will be released on successful completion of all the works satisfactorily. The validity of performance security will be extended according to the extension of contract period as per the agreement executed.
- 16 The Earnest Money Deposit of the successful Tenderer will be discharged when the Tenderer furnishes the required Performance Security and signs the Agreement.
- 17 The Earnest Money Deposit may be forfeited
 - 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 24 man-months of services will be required for provide project management consultancy 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 anyreason, 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 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	<p>For the purposes of this Contract, "<i>Force Majeure</i>" 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.</p> <p><i>Force Majeure</i> 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.</p> <p><i>Force Majeure</i> shall not include insufficiency of funds or failure to make any payment required hereunder.</p>
b.	No Breach of Contract	<p>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.</p>

c.	Measures to be Taken	<p>A Party affected by an event of <i>Force Majeure</i> 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 <i>Force Majeure</i>.</p> <p>A Party affected by an event of <i>Force Majeure</i> 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.</p> <p>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 <i>Force Majeure</i>.</p> <p>During the period of their inability to perform the Services as a result of an event of <i>Force Majeure</i>, the Consultant, upon instructions by the Client, shall either:</p> <p>(a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or</p> <p>(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.</p> <p>In the case of disagreement between the Parties as to the existence or extent of <i>Force Majeure</i>, the matter shall be settled according to Clause 28.</p>
d.	Suspension	<p>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.</p>

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

Yours faithfully,

Member Secretary,
Chennai Metropolitan Development Authority.

Enclosures:

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

Terms of Reference for

“Providing Project Management Consultant strategy and advisory services to Chennai Metropolitan Development Authority (CMDA)”

a) Introduction

- Chennai is the 4th largest metropolitan city in India. Chennai Metropolis has been growing rapidly. CMDA is a pioneering Urban Development Authority in Tamil Nadu, that has implemented many large scale infrastructure projects, e- Governance Projects. Also, undertakes sectoral studies and continues to envision many projects for the coming years.
- CMDA has been implementing several projects and programs as part of the strategy propagated in the various Master Plans for CMA. These projects include the development of transport terminals at Kilambakkam and Kuthambakkam, corridor development along major transit, wholesale markets, and other infrastructure projects. CMDA has two large bus terminals under construction.
- CMDA is also undertaking various studies for the 3rd Master Plan. The Outer Ring Road, Open Space Requirement Plots and existing Markets are also within the ambit of development. CMDA is also involved in eGovernance and digital transformation projects.
- The projects involve stakeholders across various tiers of the government and the successful implementation of these projects requires multi-department coordination. For this purpose, a full-time PMC is required for planning, coordination, implementation, and monitoring of projects.
- Also as CMDA is planning to expand its geographical footprint, it is imperative that CMDA is able to manage a large number of projects, with suitable programs and defined responsibilities for better results.
- In this regard, CMDA intends to engage a project management consultant to ensure coordination, synergy and adherence to the schedule and budget for the projects, programs and studies.
- In view of the above, CMDA desires to appoint a consultant for “Project Management, Strategy and Advisory Services for CMDA”.

b) Objective

The objective of this assignment is to initially assist the CMDA and subsequently help the CMDA build in-house capacity in the following tasks:

- Best-in-Class Project Management Standards & Procedures for all proposed and on-going projects in CMDA.
- Best-in-Class Project Management Plans (PMP) and Schedule Specifications

- Improved Project Control Systems
- Improved Cost Control System Frameworks
- Improved Risk Management System Frameworks
- Improved QA/QC Management System Frameworks
- Improved Electronic Document Control System (EDMS) Frameworks
- Improved Change Management Process Frameworks
- Improved Progress Payment Certification Frameworks
- Improved Frameworks for Schedule, Resource & Cost Reports

c) Scope

The brief scope of work shall include, but is not limited to the following:

- A. Prepare the Concept note, project brief and requirements of the project by coordinating with stakeholders across various tiers of the government.
- B. Develop the project strategy with respect to the time schedules and the cost estimates.
- C. Establish project phases (if applicable).
- D. Obtain approval on the project strategy
- E. Other related tasks that may arise from time to time.
- F. Evaluating project studies / desirability including valuation of the proposals received at various stages of the project cycle by the Board from the conception stage, appraisal stage, structuring stage, procurement stage, implementation stage and monitoring stage
- G. Shaping policy issues
- H. Assist CMDA/ GoTN as required or as directed by the MS, CMDA
- I. The consultants have to prepare and submit weekly and monthly reports for the following:

a. Document Management

- Standardization of documents (RfP, RfQ, EoI, Tender, Agreements and PPP concessionaire agreements, etc)
- Prepare concept notes for various projects and create a strong back-end structure for the same
- Identification and preparation of proposals as per announcements.
- Prepare ToRs for Various Projects and create a strong back-end template structure for the same including but now limited to the following:
 - Create standardized TOR for the appointment of consultants for feasibility studies that can be used by the respective sponsor departments
 - Create standardized TOR for the various consulting engagements that may be required by the sponsor department for market study, feasibility study and Detailed Project Report preparation.

- Prepare DFRs for Various Projects and create a strong back-end template structure for the same
- Prepare Project Management Plans and create a strong back-end template structure for the same
- Create white papers on critical projects and problem-solving situations that can be used for learning.
- Create and update complete project repository at CMDA periodically.
- Create a set of acceptable MIS formats and documents that can capture the project cycle of the various projects.
- Create internal presentations that can be used by MS and/or CMDA Officials at various forums
- Create a standard template for presentations especially to present Govt. of Tamil Nadu.
- Create learning matrix to capture the various good and not so good aspects of the execution for future learning.
- Customize EDMS and Standardize Reports
- Develop numbering scheme for Work Flow Management.
- Storing and Retrieval of Project Documents/Data.
- Design and Implementation of On-Line Collaboration Among Team Members
- Project Website Management
- Correspondences (Sent/Received)
- Design/Working Drawing Submittal/Approval Tracking and Monitoring
- Request for Information (RFI) Tracking and Monitoring
- Data management and retrieval.
- Change Management Process
- Progress Payment Process
- Budget and cost control
- Daily/ Weekly Reports and Meeting Minutes of all meetings.
- Open Item Tracking and Monitoring
- Document Linking

b. Cost Estimating & Budget Management

- Analyze Program/Project Scope of the projects, being implemented / proposed by CMDA.
- Establish WBS and Cost Estimate Structure and Organization.
- Coordinate with Client, Consultants and Govt. Agencies.
- Develop Labor Requirements & Productivity Rates.
- Perform Alternatives Analysis, in case of any critical issues identified.
- Perform Market Analysis (Bidding Climate)
- Perform Labor/Material/Equipment Availability Analysis

- Perform Escalation and Contingency Factor Analysis/Study
- Perform Value Engineering Study/Analysis
- Develop Phasing Plans

c. Cost & Resource Loaded CPM Schedules

- Develop Enterprise Project Control Requirements.
- Establish Key Performance Indicators (KPI) Dashboards.
- Develop Scheduling Specifications
- Develop, Monitor and Maintain:
 - Integrated Master Schedule (IMS)
 - Design Schedules
 - Pre-bid Schedules
- Detailed Resource & Cost Loaded CPM Schedules
- Develop and Monitor Prepare Cash Flow Analysis and Resource Usage Plan
- Perform Resource Leveling and Analysis
- Review, Analyze and Comment on Contractors Schedules
- Establish & Provide a comprehensive program to monitor and evaluate all the necessary checks and performance criteria
- Monitor Project Progress
- Document and incorporate Changes and Change Order

d. Cost/Schedule Risk Management

- Establish Risk Management Plan of critical infrastructure projects.
- Conduct Risk Workshop and Identify Schedule, Cost and Performance Risks
- Develop Probabilistic Schedule with 3-point Duration
- Develop Risk Register and Probability & Impact Score
- Perform Qualitative and Quantitative Cost/Schedule Risk Analysis
- Develop Cost and Schedule Risk Models and Perform Monti Carlo Simulation
- Develop Risk-Based Goals
- Perform Risk-Based Contingency Analysis
- Develop Risk Mitigation Plan
- Identify Risk Contributors, Assess Criticality, Recommend mitigation methods
- Develop Risk Response Plan, Control Points and Assign Responsibility for mitigation
- Continuous Involvement Including Maintaining (Updating) Risk Register, Risk Impacted Schedule and Budget, and Updated Mitigation Plans with Periodical Forecasts for Upper Management Review

e. Process Demonstration and Knowledge Transfer

- Knowledge Transfer for all the above items to build in-house capacity for the same.
- Demonstration of Process followed for the following
 - Project Management Approach
 - Planning & Scheduling using CPM
 - Scheduling in Primavera P6/MS Project
 - Earned Value Analysis & Performance Measurement
 - Document Control
 - Change Order Estimating
 - Reviewing and Analyzing Baseline and Monthly Updated Schedules
 - Delay Analysis, Shortfall and LD Clauses
 - Cost and Schedule Risk Analysis

The Consultant will have to provide inputs on the following and related topics as needed,

- a. Sustainable measures in the Buildings with respect to
 - Energy Efficiency
 - Water Efficiency
 - Circulation/logistics movement
 - Commuter friendly design
 - Use of renewable energy
 - Waste Management
 - Indoor air quality
 - Environmental friendly materials
 - Regulatory impediments in implementing Sustainable Buildings
- b. Blue-Green Infrastructure
 - Planning of non fossil fuel based solutions
- c. Nature-Based Solutions
 - Sustainable site measures with increased landscape cover and effective landscape design
 - Civic Amenities

The Project Management Consultant shall Conceive at least 3 to 5 projects in a month, subject to the approval / announcements /new initiatives proposed in consultation with Member Secretary and Senior Officials in CMDA.

d) Deliverables

The Consultant shall submit a monthly progress report at the end of every month along with time sheets of each Key Personnel deployed by the Consultant with a breakup of onsite and offsite time inputs. In total, the consultant shall be required to submit 24 monthly progress reports during the

duration of project. In addition, Consultant will submit any other outputs as agreed with the Authority from time to time.

e) Payment terms

Time duration and Payments The total duration of the Project shall be 24 (Twenty Four) months. The duration of the Project may be extended upon mutual agreement of the Authority and the Consultant, at the same terms and conditions. The Consultant shall deploy their Personnel as per the proposed personnel deployment schedule (24 Months).

The Authority shall pay consultancy fee on a monthly basis on submission of the monthly progress report and timesheets of all Personnel deployed during the month to the Authority as mentioned above. The Authority shall approve the timesheets within 2 (Two) week of submission of Monthly Progress Report. The timesheets shall clearly indicate actual number of person-days of the Personnel deployed by the Consultant in the respective month. The person day rate agreed under the Agreement shall prevail for determining the Monthly consultancy fee for respective month.

CMDA reserves the right to extend the tenure depending on the need and based on the mutual agreement.

List of Key Professionals:

Sl. No.	Key Professional	Experience	Man Months proposed
1	Project Monitoring Expert (Team Lead)	<ul style="list-style-type: none"> • Post Graduate in Urban Planning / Project Management or relevant streams from a reputed Institution. • Minimum 7 years of experience in DPR preparation, project planning, CPM & PERT scheduling, Resource Management, Drafting Scheduling Specifications, Delay Analysis and Project Monitoring. 	24
2	Infrastructure Expert	<ul style="list-style-type: none"> • Post-Graduate in Construction Engineering Management / Infrastructure Engineering/ Infrastructure Management or relevant streams from a reputed Institution. • Minimum 7 years of experience as an expert for Urban infrastructure projects, especially handling various project design, DPR preparation, Cost Estimates preparation and Project monitoring. 	24

3	Procurement Expert	<ul style="list-style-type: none"> • Post graduate in Degree in Engineering/ Management/ law / Business Administration or Equivalent • At least 7 Years of experience in similar field. • Should have experience in preparation of at least 5 contract agreement / PPP contract including concessionaire agreement and Service contracts. Experience in preparation of tender documents, Carryout bid process management for e-governance projects. 	24
4	Project Coordinator / Office Manager	<ul style="list-style-type: none"> • B.E/ B. Tech/MBA/ or equivalent. At least 5 Years of experience in similar field. • Graduate in a related discipline. Preference for candidates who have an experience worked in similar assignment in ULBs/Parastatals 	24
TOTAL			96

a) The consultants shall include necessary support staff for fulfilling the objectives and requirements of this project.

- 1) Copy of the degree certificate / educational qualifications has to be enclosed with the C.V
- 2) The above team should be supported by adequate support staff/experts / specialists in the field of environmental, architects, geotechnical, structural, electrical, mechanical landscaping, financial experts, economic experts, surveyors and other experts / specialists etc., on as required basis with adequate experience to ensure that the objectives of the project are achieved within the timelines. The proposed Team leader and Deputy team leader shall be assigned full-time for this project and shall not be associated with any other full-time ongoing assignment with any other client. The Team Leader and Deputy team leader shall be full time professional to be stationed in Chennai till the completion of Study.
- 3) Field survey staff: Sufficient field survey staff to be allocated for the survey of road network and other details.
- 4) A site plan showing the layout is attached with this ToR for bidder's reference only.
- 5) The consultants have 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 review committee reviews.

Review of Reports for each project separately:

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:

- 1) MS, CMDA
- 2) CEO, CMDA
- 3) Representative from Finance (Infrastructure Cell) Department
- 4) Chief Planner, (ADU), CMDA
- 5) DFA, CMDA
- 6) Superintending Engineer – CW, CMDA
- 7) Representatives from CMRL
- 8) Any other experts desired by CMDA

PRE - QUALIFICATION COVER - 2

COVER LETTER

(On the letter head of Bidder)

Date:

To
The Superintending Engineer I,
Construction Wing, CMDA,
Tower III, Koyambedu, Chennai – 600 107

Subject : Request for Proposal for “Providing Project Management Consultant strategy and advisory services to Chennai Metropolitan Development Authority (CMDA)

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 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 to the RFP Document, including any Addendum issued by CMDA.

- b. I/ We do not have any conflict of interest in accordance with Clauses as per the RFP document.
 - c. I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender issued by or any agreement entered into with 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.1,50,000/- (Rupees One lakh fifty thousand only) in the form of demand draft, in accordance with the RFP document.
16. I /We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
17. I /We agree to keep this offer valid for 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 of the Authorised signatory)

(Name and stamp of Bidder)

PRE / TECHNICAL QUALIFICATION CRITERIA FOR FIRMS (COVER 2)

- I. Brief description of organization
- II. Details of EMD Paid for Rs.1,50,000/-
- 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 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	2019-20	
2	2020-21	
3	2021-22	
	Average	

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

VII.Contact Person / Details:

Name :

Phone No :

E mail id :

Mob No :

Details of Bidder

(To be submitted on Letterhead of Bidder)

1 a)

Name:

b) Date of Incorporation/Commencement:

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

3. Shareholding of the Bidder

4. List of Directors:

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

a) Name :

c) Designation :

d) Company :

e) Address :

f) Telephone No :

g) Email Address :

h) Fax Number :

i) Mob No :

j) PAN No: Attach Proof :

k) GST No: Attach Proof :

6. Particular of Authorised Signatory of Bidder:

a) Name :

b) Designation :

b) Address :

c) Telephone No. :

d) Mob. No :

e) Email Address :

f) Fax No :

7. Particular of contact person for this assignment:

a) Name :

b) Designation :

g) Address :

h) Telephone No. :

i) Mob. No :

j) Email Address :

k) Fax No :

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

Financial Qualification of Bidder

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

Statutory Auditor (Seal &

Signature) Name of Audit Firm:

Name of Partner:

Membership No.:

Firm Registration No.:

Contact No:

Address:

Note:

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

Annexure – 2 - E

Pre-qualification Experience of Bidder

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

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

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-2 and approach or methodology proposed for carrying out the required work.
- (ii) The composition of the team of personnel which the consultant would propose to provide and the tasks which would be assigned to each team member in Form F-4.
- (iii) Curriculum Vitae of the individual key staff members to be assigned to the work and of the team leader who would be responsible for supervision of the team. The curriculum vitae should follow the attached Format (F- 5) duly signed by the concerned personnel.

(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 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
SecretaryCMDA
Egmore,
Chennai – 600 008.

Sir:

Consulting services for _____ of _____ Regarding

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

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

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

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

Yours faithfully,

(Authorized Representative)

Signature : _____
Full name : _____
and address : _____

FORM F-2

ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST 5 YEARS

1. Brief Description of the Firm:

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

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

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

FORM F-3

**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-4

SCHEDULE OF PRICE BID

(On the letter head of Bidder)

Sub: Appointment of Consultant for

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

Sl. No.	Description of work	Total cost (INR) (in figures and words)	GST @ 18% INR (in figures and words)	Total cost in INR (in figures and words)
(a)	(b)	(c)	(d)	(c + d)
1.	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			

(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 NO.F-6

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 of2021 by and between Chennai Metropolitan Development Authority ('Client') (hereinafter will be referred as CMDA) having their office at Chennai – 600 008, and M/s., ('Firm') (hereinafter will be referred as Firms) having their Office located at

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

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

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

11. The Firm shall furnish a Bank Guarantee amounting to 5% of the negotiated firm's value inclusive of all taxes, duties, levies in the form specified at the end of the RFP, within 21 days from the date of issue of LoI. The format is enclosed in Annexure-5.
12. The Client shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Firm in the event of breach of the work assigned in the ToR or the finalized Agreement.
13. All final reports, plans, drawings, specifications, designs, reports, bid documents and other documents, design calculations, etc., submitted by the Consultants in the performance of the Services shall become and remain the property of the CMDA. The Consultants may retain a copy of such documents but shall not use them for any purposes without the prior written approval of the CMDA. The various reports and documents prepared as part of this assignment is not a public document and the reports / documents will always be the property of the CMDA.
14. The Firm undertake to carry out the assignment in accordance with the highest standard of professional andethical competence and integrity, having due regard to the nature and purpose of the assignment, and to ensurethat the staff assigned to perform the services under this Contract, will conduct themselves in a manner consistent herewith.
15. The Firm will not assign this Contract or sub-contract or any portion of it without the Client's prior written Consent.
16. The [Name of Firm] shall pay the taxes, duties fee, levies and other impositions levied under the Applicable law and the Client shall perform such duties, in regard to the deduction of such tax, as may be lawfully imposed.
17. The [Name of Firm] also agree that all knowledge and information not within the public domain which may be acquired during the carrying out of this Contract, shall be, for all time and for all purpose, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any personwhatsoever, except with the (Name of Client) written permission.

18. SETTLEMENT OF DISPUTES

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

18.2. Miscellaneous. In any arbitration proceeding hereunder:

(a) proceedings shall, unless otherwise agreed by the Parties, be held in Chennai.

(b) the English language shall be the official language for all purposes; and

- (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in court of competent jurisdiction (Chennai), and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

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

a. By the Client

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

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

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

b. By the Consultant

The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any

of the events specified in paragraphs (a) through (d) of this Clause.

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

c. Cessation of Services:

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

20. Force Majeure:

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

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

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

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

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

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

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

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

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

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

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

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

22. The jurisdiction of Court will be at Chennai.

Place:

Date:

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(Signature of Authorized Representative on behalf of Firm)

(Signature & Name of the Client's Representative)

Bank Guarantee for Performance Security

To

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

1. In consideration of CMDA acting on behalf of the Government of Tamil Nadu (hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s having its office at (hereinafter referred as the "Firm" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Client's Agreement no. dated valued at Rs. (Rupees.....) , (hereinafter referred to as the ("Agreement") Consulting..... Services..... for and the Firm having agreed to furnish a Bank Guarantee amounting to Rs. (Rupees) to the Client for performance of the above work as per the Letter of Intent dated..... We, (hereinafter referred to as the "Bank") at the request of the Firm do hereby undertake to pay to the Client an amount not exceeding Rs. (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Client by reason of any breach by the said Firm of any of the terms or conditions contained in the said Agreement. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Client stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Client by reason of breach by the said Firm of any of the terms or conditions contained in the said Agreement or by reason of the Firm's failure to perform the said Agreement. Any such demand made on the

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

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

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

For

Name of Bank:

Seal of the Bank:

Dated, the day of , 2022