

**METROPOLITAN TRANSPORT  
CORPORATION (CHENNAI) LTD.**

**REQUEST FOR PROPOSAL (RFP) FOR  
SELECTION OF A CONSULTING FIRM  
TO OPERATE**

**PROGRAM MANAGEMENT UNIT (PMU)  
IN METROPOLITAN TRANSPORT  
CORPORATION (CHENNAI)**

*QCBS*

*(Quality and Cost Based Selection)*

**RFP NO. 48022/Proj./MTC/2023**

**21.11.2023**

## **Disclaimer**

1. The information contained in this Request for Proposal document (“RFP”) or subsequently provided to prospective Bidders, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. This RFP is neither an agreement nor an offer by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with the information that may be useful to them in the formulation of their Proposals (the “**Application**”) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources. For the avoidance of doubt, in case an Bidder places reliance on any aforesaid assumptions, assessments, statements, data and information furnished by the Authority and/or its consultants, in this RFP or under any project report etc. then the same shall not in any manner bind/make liable the Authority and/or its consultants, employees or representatives, to indemnify the Bidder in respect of any loss/damage/costs whatsoever arising out of or in connection with such reliance placed by the Bidder on the aforesaid assumptions, assessments, statements, data and information.
3. Information provided in this RFP to the Bidders may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
4. The Authority, its employees, consultants and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or

regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

5. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this RFP.
6. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
7. The issue of this RFP does not imply that the Authority is bound to select an Bidder or to appoint the Selected Bidder, as the case may be, for the Consultancy Services and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.
8. The possession or use of this RFP in any manner contrary to any applicable law is expressly prohibited. The Bidder shall inform themselves concerning and shall observe any applicable legal requirements. The information does not purport to be comprehensive or to have been independently verified. Nothing in this RFP shall be construed as legal, financial or tax advice.
9. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by the Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.
10. The Bidders are prohibited from any form of collusion or arrangement in an attempt to influence the selection and award process of the Proposal. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any officer/employee/ advisor/ representative of the Authority or to any other person in a position

to influence the decision of the Authority for showing any favour in relation to this RFP or any other contract, shall render the Bidder to such liability/penalty as the Authority may deem proper, including but not limited to rejection of the Proposal of the Bidder and forfeiture of its Proposal Security.

11. Laws of the Republic of India are applicable to this RFP.

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## **SECTION 1. Instructions to Bidders**

### **1.1 Background**

- 1.1.1 Metropolitan Transport Corporation (MTC) (the “**Authority or MTC**”) is a Government of Tamil Nadu (GoTN) undertaking registered under Companies Act, 1956. It is entrusted with providing city bus services in Chennai Metropolitan Area (CMA). MTC currently operates a fleet size of 3448 buses as of 2022 on 625 routes and caters to more than 28 lakh passengers daily. MTC has a total manpower of 21,241 employees, handling operations through 31 depots. Amongst the urban bus systems in India, MTC runs one of the highest effective km at 272 Km per bus per day.
- 1.1.2 Over the years, the Government of Tamil Nadu has taken several initiatives to support MTC in providing better services to its customers. Several of these initiatives are being implemented through support from multi-lateral funding agencies such as International Bank for Reconstruction and Development (IBRD), Asian Infrastructure Investment Bank (AIIB) and bi-lateral lending agencies such as KfW Development Bank (KfW) and Japan International Cooperation Agency (JICA).
- 1.1.3 Several of these reform initiatives are being implemented simultaneously thus requiring a dedicated unit under MTC to coordinate the implementation of these initiatives.
- 1.1.4 MTC has approached the Tamil Nadu Infrastructure Development Board (“TNIDB”), for support from the Project Preparation Fund (PPF) of TNIDB to provide funding for operationalising a Program Management Unit (PMU) for supporting MTC in coordination of activities being undertaken under various programmes.
- 1.1.5 MTC now invites eligible consulting firms to operate Program Management Unit (PMU) (“**Consultant**”) for supporting MTC in coordinating various projects of performance and service improvement.

### **1.2 Validity of the Proposal**

- 1.2.1 The RFP Proposal shall remain valid for a period of 180 (One Hundred and Eighty) days from the last date of submission of the RFP with a provision for extension.

### **1.3 Brief Description of Selection Process (the “Selection Process”)**

- 1.3.1 The Authority intends to select a consulting firm/ organisation (the “**Consultant**”) who make a Bid (the “**Bidder**”) through a two-part (i.e., Technical and Financial Proposal) (the “**Proposal**”) online Selection Process in accordance with the procedure set out herein.
- 1.3.2 In **Technical Proposal**, the eligibility of Bidders will be verified based on the eligibility information mentioned in Data Sheet and provided by the Bidders as per the formats given in this RFP. The Technical Proposal of only those firms found eligible and satisfying the minimum eligibility criteria shall be evaluated and scored based on the marking criteria mentioned in Data Sheet. Such Bidders may be invited to make presentation on the Approach & Methodology, covering all the aspects of TOR, Work Schedule as mentioned herein the RFP by the Team proposed for the assignment to the Evaluation Committee of the Authority. The Bidders not meeting the minimum eligibility criteria as stipulated in the RFP shall be awarded Zero marks in the Technical Proposal Scoring and their proposal shall be rejected. Team Leader proposed by the Bidder must be present during the presentation. The time schedule and venue for presentation will be intimated to such bidders by the authority. Bidders scoring not less than **70%** of the total points (St) in Technical Proposal shall only be qualified for opening of **Financial Proposal**. The Authority shall notify the Bidders, 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 financial Proposal of unqualified Bidders shall not be opened.
- 1.3.3 In Financial Proposal evaluation, the Financial Proposal of shortlisted Bidders shall be evaluated, and the lowest evaluated financial proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as per the formula given below:
- 1.3.4  $Sf = 100 \times Fm / F$ , in which Sf is the financial score, Fm is the lowest price quoted by any Bidders and F the price of the Proposal under consideration.
- 1.3.5 The total scores of the Bidders shall be arrived by applying the weights to the Technical and Financial Proposal to select the first ranked Bidder (R1) (the “**Selected Bidder**”). The remaining Bidders shall be ranked R2, R3 and so forth. The weights given to the Technical and Financial Proposals shall be as per the Data Sheet.
- 1.3.6 The first ranked Bidder shall be selected for negotiation while the second ranked Bidder shall be kept in reserve.

#### **1.4 Schedule of Selection Process**

- 1.4.1 The Authority would endeavour to adhere to the following schedule:



<b>Event Description</b>	<b>Date and Time</b>
Floating of RFP	21.11.2023
Bid Submission Start Date	11.12.2023 & 12.00 Hrs
Last date for receiving queries/clarifications	28.11.2023 & 17.00 Hrs
Pre-proposal Meeting	29.11.2023 & 15.00 Hrs
Bid Submission End Date	22.12.2023 & 16.00 Hrs
Opening of Technical Proposal	22.12.2023 & 16.30 Hrs
Opening of Financial Proposal	To be intimated to Technically Qualified Bidders

## **1.5 Conflict of Interest**

- 1.5.1 A Bidder shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “**Conflict of Interest**”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the EMD as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority including consideration of such Bidder’s Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 1.5.2 The Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other Authority, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- a. the Bidder, and any other Bidder, has common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder, (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such

Bidder, as the case may be) in the other Bidder, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956/ sub-Section (72) of Section 2 of the Companies Act, 2013. For the purposes of this Clause 1.5.2(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

- b. A constituent of such Bidder is also a constituent of another Bidder; or
- c. Such Bidder receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
- d. Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- e. Such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other’s information about, or to influence the Bid of either or each of the other Bidder; or.
- f. There is a conflict among this, and other consulting assignments of the Bidder (including its personnel) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- g. A firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as per provisions of this RFP; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its

Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project, provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority

1.5.3 For purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

## **1.6 Number of Proposals**

1.6.1 No Bidder or its Associate shall submit more than one Bid for the Consultancy.

## **1.7 Cost of Proposal**

1.7.1 The Bidders shall be responsible for all the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, Project site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

## **1.8 Site visit, verification of information and acknowledgment by the Bidder**

1.8.1 Bidders are encouraged to submit their respective Proposals after visiting the project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, access to the site, availability of drawings and other data, Applicable Laws and regulations or any other matter considered relevant by them. The costs of undertaking such visit shall be borne by the Bidder.

1.8.2 It shall be deemed that by submitting the Proposal, the Bidder has:

- a) Made a complete and careful examination of the RFP;
- b) Received all relevant information requested from the Authority;

- c) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 1.8.1 above;
- d) satisfied itself about all matters, things and information, including matters referred to in 1.8.1 herein above, necessary and required for submitting an informed Bid and performance of all of its obligations there under;
- e) Acknowledged that it does not have a Conflict of Interest; and
- f) Agreed to be bound by the undertaking provided by it under and in terms hereof.

1.8.3 The Authority shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

## **1.9 Right to Cancel this RFP or Reject any Proposal**

1.9.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to postpone / Cancel this RFP at any point of time without assigning any reason, whatsoever.

1.9.2 The Authority reserves the right to reject any Proposal if:

- a) At any time, a material misrepresentation is made or discovered, or
- b) The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

1.9.3 Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and the highest-ranking Bidder gets disqualified / rejected, then the Authority reserves the right to consider the next ranked Bidder, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

## **1.10 The Submission and Opening of Proposals**

1.10.1 The Bidders are required to register themselves on the Tamil Nadu e-procurement system portal at URL:<https://tntenders.gov.in/nicgep/app> and submit soft copies of their proposal electronically using valid Digital Signature Certificates. Bidders may refer to instructions on online proposal submission available on the site at:

- a. <https://tntenders.gov.in/nicgep/app?page=BiddersManualKit&service=page>
- b. [https://eprocure.gov.in/cppp/hassle\\_free\\_bid\\_submission.pdf](https://eprocure.gov.in/cppp/hassle_free_bid_submission.pdf)

1.10.2 The Proposal must be submitted online through the e-Procurement process as specified in the RFP. The Authority shall not be held liable for any delay in bid submission for any reason whatsoever. The Bidders may also refer to below instructions:

- a. It is mandatory for the Bidder to possess a valid Class -3 Signing and Encryption Digital Signature Certificate in the name of the Tender submitting authority to complete the e-procurement Bid process as per the provisions of Government of India IT Act 2000 with latest amendments.
- b. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://tntenders.gov.in> under the link “Information about DSC”.
- c. The website has user manuals with detailed guidelines on enrolment and participation in the online Bidding process. The user manuals can be downloaded for ready reference.
- d. The Bidders are requested to download the e-procurement help manual and user manuals from the Portal for reference.
- e. The registered Bidder can log into the e-procurement portal and download the Bid Forms and Bid document /corrigendum as applicable and go through them carefully.
- f. In the Technical Proposal, Bidder may attach an index page wherever necessary, in the beginning, which indicates the details of the files/documents that follow the index page against Technical Proposal content indicated. This shall also help for easy reference later.
- g. Bidders shall be ready with the Technical Proposal and Financial Proposal in filled form well in advance to avoid last minute submission and once the bids are ready in all aspects, they may choose the freeze option to submit the Bid finally and thereafter they shall get a Bid acknowledgement receipt which is the final end, indicating the Successful submission of the Bid.
- h. The Technical and Financial Proposals shall be submitted separately using the Digital Signature Certificates.
- i. Bidder can do the re-submission of the Bid any number of times, either Technical Proposal or Financial Proposal or both till the closure of bid.
- j. The Bids shall be submitted online not later than the date and time specified in the Tender Schedule or Corrigendum if published. E-procurement portal shall automatically lock the date and time exactly as specified in the tender.

- k. If the bid is not fully submitted before the closing date and time and the bid submission is in progress and could not be completed before the closing date and time, the bid will not be successfully submitted. Hence the Bidder should be cautious to submit the Bids well in advance to avoid failures in the submission of their bids.
- l. For all Bid processing activities, the server time indicated at the top of the e- Portal, while doing Bid submission/opening activities shall be final. The Local system time shall not be taken into account in such case.
- m. The e-procurement system shall issue a Bid acknowledgement receipt which is the final proof for the Successful Bid submission.
- n. Any queries relating to the process of online proposal submission or queries relating to NIC Portal in general may be directed to the Helpdesk through mail ID – [support.etender@nic.in](mailto:support.etender@nic.in) and [cphpp\\_support@nic.in](mailto:cphpp_support@nic.in). The contact number for the helpdesk is 044-24461505 at National Informatics Centre for support on the e-procurement portal.

1.10.3 The Proposals shall be submitted in two parts following the formats/schedules given for respective proposals.

1.10.4 The first part - Technical Proposal should contain the scanned copy of the following documents:

**Technical Proposal**

- a) Payment of Earnest Money Deposit (EMD) (Only after payment of EMD, the bidder will be able to encrypt/upload their bids.)
- b) Form TECH A - Minimum Eligibility Experience
- c) Form TECH B - Consortium Agreement
- d) Form TECH C - Format for Certificate for Confirmation of Fee received
- e) Form TECH 1 - Technical Proposal Submission Form
- f) Form TECH 2 - Particulars of the Bidder
- g) Form TECH 3 - Power of Attorney for Signing of Proposal
- h) Form TECH 4 - Summary of Bidder's Experience
- i) Form TECH 5 - Bidder's Experience
- j) Form TECH 6 - Work Plan and Approach and Methodology Proposed
- k) Form TECH 7 - Work Schedule Form
- l) Form TECH 8 - Team Composition and Task Assigned
- m) Form TECH 9 - Curriculum Vitae of Key Personnel

1.10.5 The Proposals must be properly signed by the authorized representative (the “Authorized Representative”) as detailed below:

- a) In case of consortium, by the authorised representative of the Lead Member
- b) By a partner, in case of a partnership firm and/or a limited liability partnership; or
- c) By a duly authorized person holding the Power of Attorney, in case of a Limited Company/Private Limited Company or a Corporation; or
- d) By a person authorized through a General or Specific Board Resolution for signing proposals; Certified True Copy of such resolution in the hands of a Director of the Company shall be submitted for this purpose.
- e) The power of attorney, if applicable should be certified under the hands of a partner or director of the Bidder and notarised by a notary public in the form specified in Section 4 and shall accompany the Proposal.

1.10.6 The BOQ shall be uploaded in the Second cover “Financial cover.” This cover should contain detailed price offer for the consultancy services in the formats as given in Forms FIN 1 to FIN 2:

- a) ‘BOQ’ Excel File: Financial Proposal to be submitted by uploading the Excel file in the bid submission portal (To be submitted using bid document format provided only)
- b) FORM FIN 1- Financial Proposal Submission Form
- c) FORM FIN 2 - Breakdown of Remuneration

1.10.7 A Price Bid format has been provided with the RFP document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the Price Bid file (Financial Proposal), open it and complete the cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the Price Bid file is found to be modified by the bidder, the bid will be rejected. In addition to the Price Bid File (MS-Excel), the bidders are required to submit the supporting details viz. FORM FIN 1 to FORM FIN 2 as given in this RFP in PDF format. In the case of discrepancy between figures and words in the financial proposal, the lower of the two shall be considered.

1.10.8 While submitting the Financial Proposal, the Bidder shall ensure the following:

- a) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc.), accommodation, air fare, equipment, printing of documents, surveys, geo-technical investigations etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- b) The Financial Proposal shall take into account all expenses and tax liabilities except GST which shall be paid at applicable rates. For the avoidance of doubt, it is clarified that all taxes except GST shall be deemed to be included in the costs shown in the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
- c) Costs shall be expressed in INR.

1.10.9 The Bidders are advised in their own interest to ensure that completed Proposals are submitted well before the dates and time stipulated in the document. The Authority shall not be responsible for any delay in submission of the proposal due to any reason whatsoever.

1.10.10 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:

- a) The Technical Proposal is received in the forms specified at Section 4.
- b) It is accompanied by the Power of Attorney as specified in Form 3 or such other document stipulated in Clause 1.10.
- c) It contains all the information (complete in all respects) as requested in the RFP;
- d) It does not contain any condition or qualification.
- e) The Technical proposal does not contain any information regarding Financial Quote/Proposal

1.10.11 The proposals will be opened online by the Authorised Representative of the Authority as per schedule mentioned in Clause 1.4.

## **1.11 Clarifications**



1.11.1 Bidders requiring any clarification on the RFP and its terms and conditions may send their queries to the email id mentioned in the data sheet so as to reach before the date mentioned in the Schedule of Selection Process at Clause 1.4. The email shall clearly bear the following subject:

*“Queries/Request for Additional Information concerning RFP for Selection of a Consulting Firm to operate Program Management Unit (PMU) in Metropolitan Transport Corporation”.*

1.11.2 The Authority shall endeavour to respond to any queries or request for clarifications received from the Bidders within the date mentioned as per Clause 1.4 but not later than 7 (Seven) Days prior to the Bid Submission End Date. The Authority will post the reply to all such queries on the Website mentioned in the Data Sheet

1.11.3 The Authority shall endeavour to respond to any further queries/request for clarifications received up to 48 (Forty-eight) hours prior to the Bid Submission End Date. The Authority will post the reply to all such queries, addendum/corrigendum, if any on the Website mentioned in the Data Sheet. No Separate Advertisement for Addendum/Corrigendum/extension of date will be published in the Newspapers.

## **1.12 Amendment of RFP**

1.12.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Bidder, modify the RFP document by the issuance of Addendum/Amendment and posting it on the website. All such amendments will be binding on all Bidders.

1.12.2 In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Submission End Date.

## **1.13 Language**

1.13.1 The Proposal with all accompanying documents (the **“Documents”**) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

## **1.14 Retender/Resubmission of Proposal**

1.14.1 In case the RFP is retendered, then it is mandatory for the Bidder to submit its Bid again on the e-procurement portal.

1.1.1 After submission of the Bid, and before the scheduled closing time for submission, if a Bidder wishes to make changes to the Bid, he can do so by clicking the “Resubmit” option.

1.14.2 Bidders shall not be allowed to withdraw the proposal any time after submission of Proposal.

## **1.15 Evaluation Committee**

1.15.1 The evaluation committee appointed by the Authority will carry out its evaluation of the Technical and Financial Proposals as per the RFP.

1.15.2 The Evaluation Committee appointed by the Authority will evaluate the Technical Proposals after evaluation of minimum eligibility criteria as given in the Data Sheet. The Bidders not meeting the minimum eligibility criteria as stipulated in the RFP shall be awarded Zero marks in the Technical Proposal Scoring and their proposal shall be rejected.

1.15.3 The committee will carry out evaluation of proposals meeting the minimum eligibility criteria as per the point system specified in the Data Sheet below. Each responsive proposal will be attributed a technical score (St)

## **1.16 Clarifications during Evaluation**

1.16.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be through e-procurement portal.

1.16.2 If a Bidder does not provide clarifications sought under Clause 1.16.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

## **1.17 Confidentiality**

1.17.1 Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters

arising out of, or concerning the Selection Process. The Authority will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority.

## **1.18 Negotiations**

- 1.18.1 The aim of the negotiations is to reach agreement on all points and initial a draft contract by the conclusion of Negotiations.
- 1.18.2 Negotiations with selected Bidder will commence with a discussion of technical proposal, the proposed methodology (work plan), costing, staffing and any suggestions made to improve the TOR. Agreement must then be reached on the final TORs, the staffing and staff months, logistics and reporting.
- 1.18.3 The Authority will not consider substitutions in the proposed key personnel during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the successful Bidder within the period specified in the letter of invitation to negotiate.
- 1.18.4 Any need for substitution as a result of negligence on the part of the successful Bidder such as non-confirmation of availability of key personnel before submission of proposal may result in disqualification of the successful Bidder and EMD of such Bidder be forfeited.
- 1.18.5 Changes agreed upon will then be reflected in the draft contract, including all tax liabilities and all costs, etc.
- 1.18.6 The Contract will be awarded after successful negotiations, with the Selected Bidder. In the event the Selected Bidder fails to reconfirm its commitments during negotiations such that there arises a material deviation in the technical proposal as evaluated by the authority, then the authority reserves the right to disqualify the proposal of the Selected Bidder and designate the next ranked Bidder as the Selected Bidder and invite it for negotiations.
- 1.18.7 The Contract will be awarded after successful negotiations, with the qualified/ Selected Bidder.

## **1.19 Substitution of Key Personnel**

- 1.19.1 The Authority expects all the Key Personnel specified in the Proposal are to be available during implementation of the Scope of Work mentioned in this RFP. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the reasonable control of the Consultant such as retirement, death, medical incapacity among others, of key personnel.
- 1.19.2 Substitution shall be limited to a maximum of Four (4) Key Personnel other than Team Leader, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Any subsequent substitution of key personnel so replaced would call for reduction of remuneration by 10% of the remuneration of the personnel so replaced.
- 1.19.3 Requests by Consultant for replacement of Team Leader may be considered by the authority for situation beyond the reasonable control of the consultant and allowed based on merits of the case so determined by the Authority, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Such substitution of Team Leader shall be allowed only once. The Authority may impose, at its discretion, reduction of remuneration of up to 20% of the applicable remuneration of the Team Leader. Inability of consultant to deploy Team Leader for the assignment will be grounds for termination by the Authority.
- 1.19.4 Substitutions undertaken at the time of contract negotiations shall be counted while calculating the number of substitutions under this clause.
- 1.19.5 The Authority reserves the right to instruct the Consultant to replace the key personnel during negotiation/implementation stage. such replacement shall not be considered for reduction of remuneration.

## **1.20 Award of Consultancy**

- 1.20.1 After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Bidder (the “**Consultant**”) and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the EMD of such Bidder for damages suffered by the Authority on account of failure of the Selected Bidder to acknowledge the LOA, and the next highest-ranking Bidder may be invited for negotiations.

## **1.21 Execution of Contract**

1.21.1 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Contract within the period of 30 days. The Selected Bidder shall not be entitled to seek any deviation in the Contract.

## **1.22 Commencement of Assignment**

1.22.1 The Consultant shall commence the Services within 7 (seven) days of signing of contract or such other date as may be mutually agreed. If the Consultant fails to either sign the contract as specified in Clause 1.21 or commence the assignment as specified herein, the Authority may invite the next ranked Bidder for negotiations. In such an event, the EMD of the Selected Bidder shall be forfeited and appropriated in accordance with the provisions of Clause 1.24.

## **1.23 Proprietary Data**

1.23.1 Subject to the provisions of Clause 1.17, all documents and other information provided by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

## **1.24 Earnest Money Deposit (EMD)**

1.24.1 The Bidder shall furnish as part of its Proposal, Earnest Money Deposit (EMD) as per details mentioned in Section 2 – Data Sheet (the “EMD”), returnable not later than 60 (Sixty) days after the expiration of the Bid validity period, including any extension thereof, or 60 (Sixty) days after the issuance of the Letter of Award, whichever is earlier. The Selected Bidder’s EMD shall be returned upon the Bidder signing the Contract.

1.24.2 The Authority shall not be liable to pay any interest on the EMD and the same shall be interest free.

1.24.3 The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority’s any other right or remedy hereunder or in law or otherwise, the EMD may be forfeited and appropriated by the Authority for damages payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- a) If a Bidder engages in any of the Prohibited Practices specified in Clause 1.26 of this RFP;
- b) Deleted
- c) If a Bidder withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Bidder from time to time;
- d) If a Bidder refuses to accept the correction of arithmetical errors in its Proposal
- e) In the case of the Selected Bidder, if the Bidder fails to reconfirm its commitments during negotiations as required vide Clause 1.18;
- f) In the case of a Selected Bidder, if the Bidder fails to accept the LOA as specified in Clause 1.20
- g) In the case of a Selected Bidder, if the Bidder fails to sign the Contract or provide the performance security within the specified time limit as specified in Clauses 1.21 and 1.25 respectively; or
- h) If the Bidder is found to have a Conflict of Interest as specified in Clause 1.5.
- i) if the firm has furnished incorrect information on qualification and experience.

## **1.25 Performance Security**

- 1.25.1 Prior to signing of contract, the Selected Bidder shall furnish Performance Security to the Authority, for an amount mentioned in the Data Sheet. The Performance Security shall be in the form of Demand Draft/Bank Guarantee issued by Scheduled Commercial Banks in India, in the name of the Authority mentioned in the Data Sheet, as per the format attached *in Draft Contract*.
- 1.25.2 In case of Bank Guarantee, this Performance Security shall remain valid for a period of 90 (Ninety) days beyond the date of completion of all contractual obligations by the Selected Bidder. The validity of performance security will be extended according to the extension of contract period as per the contract executed. The Performance Security shall be in the prescribed form as provided in this RFP.
- 1.25.3 The Penalty for error/variation and Penalty for delay shall be recovered by appropriation from the Performance Security or otherwise as provided in the Draft Contract.
- 1.25.4 If Selected Bidder fails to fulfil its obligations in terms of the Contract, the Performance Security may be invoked by the Authority as compensation.

1.25.5 If any amendment is issued to the Contract, the Selected Bidder shall, within 21 (twenty-one) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

1.25.6 The Authority shall have the right to appropriate the Performance Security, in whole or in part, in the event of breach of Contract or for recovery of penalty. Subject to the above sub-clauses, the Authority will release the Performance Security without any interest to the Selected Bidder on completion of the firm's contractual obligations.

## **1.26 Fraud and Corrupt Practises**

1.26.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority will reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**") in the Selection Process. In such an event, the Authority will, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.

1.26.2 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) "**Corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection

Process or after the issue of the LOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Assignment or the LOA or the Contract, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Assignment;

- b) “**Fraudulent practice**” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c) “**Coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- d) “**Undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e) “**Restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

1.26.3 This activity is financed by the World Bank and Bidders/ Suppliers/ Contractors/ Consultants are required to comply with the applicable Guidelines (available at following link):  
<https://ppfdocuments.azureedge.net/3682.pdf>



## SECTION 2. DATA SHEET

1.	<b>Title of the Assignment</b>	Selection of a Consulting Firm to operate Program Management Unit (PMU) in Metropolitan Transport Corporation
2.	<b>Assignment Owner</b>	Metropolitan Transport Corporation (Chennai) Ltd
3.	<b>Contract Signing Agency/ Authority</b>	Metropolitan Transport Corporation (Chennai) Ltd
4.	<b>Proposal Validity Period</b>	180 days from the Bid Submission End Date
5.	<b>Earnest Money Deposit (EMD)</b>	INR 150,000/- (One Lakhs fifty thousand Rupees Only) to be paid through e-procurement portal
6.	<b>Performance Security</b>	5% of the Contract value
7.	<b>Method of Selection</b>	Quality and Cost Based Selection (QCBS)
8.	<b>Weightage</b>	T = 70% and F = 30% $S = S_t \times 0.7 + S_f \times 0.3$
9.	<b>Consortium Allowed</b>	Yes [The maximum members in a Consortium (including Lead) shall be two. In case the Bidder is a Consortium, a letter of association in favour of the Lead Member shall be furnished along with technical proposal.]
10.	<b>Details for Submission of Queries</b>	All queries regarding the assignment should be addressed to: Designation: The Managing Director Organisation Name: Metropolitan Transport Corporation (Chennai) Ltd. Address: No.2, Pallavan Illam, Pallavan Salai, Chennai – 600 002 Email: <a href="mailto:mtc.chn@gmail.com">mtc.chn@gmail.com</a> , <a href="mailto:amprojects.mtc@gmail.com">amprojects.mtc@gmail.com</a>
11.	<b>Bid Submission End Date</b>	22.12.2023, Time: 16.00 Hrs

12.	<b>Link for Virtual Pre-proposal Conference / Pre-Bid Meeting / RfP Clarification Meeting</b>	<p>The pre-proposal conference shall be held online, and the authority shall send link for attending the conference to potential Bidders who send their requests for attending the pre-proposal conference at least 24 hours prior to the scheduled date &amp; time of the conference to the following email id:</p> <p><a href="mailto:amprojects.mtc@gmail.com">amprojects.mtc@gmail.com</a></p> <p>Bidders are requested to limit their number of representatives for attending the pre-proposal conference by requesting link for a maximum of three (3) email addresses per company.</p>
13.	<b>Website details</b>	<p>Replies to queries/clarifications/addendum/corrigendum etc. shall be posted at the following websites:</p> <p><a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a></p> <p><a href="https://mtcbus.tn.gov.in/">https://mtcbus.tn.gov.in/</a>, <a href="https://tnidb.tn.gov.in">https://tnidb.tn.gov.in</a></p>
14.	<b>Assignment /Site Related Documents</b>	NA
15.	<b>Minimum Eligibility Criteria</b>	<p><i>The firms meeting the below mentioned requirements shall only be considered for evaluation and scoring of Technical Proposal. The Bidders not meeting the minimum eligibility criteria as stipulated herein shall be awarded Zero marks in the Technical Proposal Scoring and their proposal shall be rejected.</i></p> <p><b>Legal Capacity:</b></p> <p>A Bidder may either be a limited liability partnership/ a company incorporated under the Companies Act 1956/ 2013 or a body corporate incorporated under the applicable laws of its origin, or any Institute established by the Central Government or by any State Government.</p> <p>A Bidder which has earlier been blacklisted or debarred by the Government of India, Government of Tamil Nadu, any other Governments, any PSU of Central Government or State Government or any other Public Sector or Multilateral Agency shall not be eligible to submit a Bid if such bar subsists as on the Bid Submission End Date. The Bidder or the member of Consortium is required to furnish an affidavit that there is no such bar imposed and existing as on the proposal due date as per format provided.</p> <p>Bidder or member of Consortium should not be in the list of Ineligible firms published by the World Bank, available on <a href="https://www.worldbank.org/en/projects-operations/procurement/debarred-firms">https://www.worldbank.org/en/projects-operations/procurement/debarred-firms</a></p> <p><b>Financial Capacity:</b></p> <p>The Bidder/Lead Member (in case of consortium) should have a minimum annual average turnover of INR <b>Five</b> crores (Rupees INR <b>5</b> crores) as professional fees in the last three financial years preceding the Bid Submission End Date. For the avoidance of doubt, professional fees hereunder refer to fees received by the Bidder for providing advisory or</p>

		<p>consultancy services to its clients. Fees received from audit advisory or audit consultancy, or audit services will not be considered. The Bidder should have positive net worth as per the last audited financial accounts. (Institutions established by the Central Government or by any State Government, having no share capital, are exempted from fulfilling this requirement.)</p> <p><b>Minimum Project Experience:</b></p> <p>Firms who have completed at least 2 (two) similar projects*, in India in last 10 years preceding bid due date undertaken for any Central/State Government or its entities.</p> <p><b>*Similar Project Experience</b> – Similar Project means, Advisory assignments or Program Management Consultancy (PMC)/Program Management Units (PMU) for Preparation and or Implementation of Strategic Road Map/ Service and technology upgradation plan/Business plan towards Operations or Maintenance or- Augmentation of Public Bus System/ BRTS/ MRTS/ Sub-urban Rail/Metro OR Program Management Units/ Program Management Consulting for coordinating and implementing Urban Infrastructure Program OR Restructuring of public transport undertakings.</p> <p><b>Document Proof</b></p> <ol style="list-style-type: none"> <li>1. Copy of Letter of Award/Work Order/ Contract agreement from the client and the Completion certificate issued by the client along with contact details of the client. Such document should clearly mention the scope of work for establishing Similar Project Experience as defined above. Claimed experience should be supported with necessary proof, to be considered for evaluation and scoring of Technical Proposal. In the absence of a completion certificate, the Bidder should enclose minutes of meeting issued by client as proof for completion or certificate from Statutory Auditor certifying 100% fee received for such assignment, as per <b>FORM TECH C given in RFP</b>.</li> <li>2. Ongoing projects shall be considered as experience subject to completion of 80% of work assigned/receipt of 80% of the project fee by the applicant, certified by Statutory Auditor.</li> <li>3. Turnover Certificate from the Statutory Auditor/CA Certificate clearly specifying the annual turnover for the specified years supported by copy of audited financial statements.</li> <li>4. Copy of Profit and Loss statements and IT Return duly certified by the Chartered Accountant/Statutory Auditor.</li> </ol>									
16.	Technical Proposal Scoring	<table border="1"> <thead> <tr> <th>S. No.</th> <th>Parameter</th> <th>Max. Marks</th> </tr> </thead> <tbody> <tr> <td>I.</td> <td>Bidder Qualification</td> <td>20</td> </tr> <tr> <td>1)</td> <td>Experience of Applicant</td> <td>20</td> </tr> </tbody> </table>	S. No.	Parameter	Max. Marks	I.	Bidder Qualification	20	1)	Experience of Applicant	20
S. No.	Parameter	Max. Marks									
I.	Bidder Qualification	20									
1)	Experience of Applicant	20									

			<p><b><u>Scoring Parameter 1:</u></b></p> <p>Experience of Program Management Consultancy (PMC)/Program Management Units (PMU) for Implementation of Strategic Road Map/ Business Plan/Service and technology upgradation plan towards Operations or Maintenance or Augmentation of Public Bus System/ BRTS/ MRTS/ Sub-urban Rail/Metro OR Restructuring of public transport undertakings for any Central/State Government or its entities during the last 10 years - <b>14 Marks</b></p> <p><i>(1 Assignment – 8 Marks, 2 additional marks for every additional assignment thereafter)</i></p>	
			<p><b><u>Scoring Parameter 2:</u></b></p> <p>Experience of Advisory for Preparation of Strategic Road Map/ Business Plan/Service and technology upgradation plan towards Operations or Maintenance or Augmentation of Public Bus System/ BRTS/ MRTS/ Sub-urban Rail/Metro OR Restructuring plan of public transport undertakings for any Central/State Government or its entities during the last 10 years - <b>6 Marks</b></p> <p><i>(2 Marks for every assignment)</i></p>	
		<b>II.</b>	<b>Team Qualification &amp; Experience**</b>	<b>50</b>
			<p>a. Team Leader cum Urban Transport Specialist – <b>15 Marks</b></p> <p>b. Finance Cum Procurement &amp; Contract Management Specialist - <b>12 Marks</b></p> <p>c. Urban Transport Analyst – <b>09 Marks</b></p> <p>d. Social Development cum Gender</p>	50

			<p align="center"><b>Specialist - 07 Marks</b></p> <p>e. Environmental Management Specialist/ Engineer - <b>07 Marks</b></p> <p><b>Guideline:</b></p> <p><i>If the prescribed minimum educational qualification is not fulfilled, then the Curriculum Vitae of the proposed personnel will be marked as Zero. Necessary Proof of educational qualification should be enclosed with the technical proposals.</i></p> <p><i>**Key Personnel CVs meeting just the minimum qualifications specified does not guarantee scoring maximum marks available for each CV. The bidder is encouraged to propose best possible key personnel who may have higher educational as well as work experience qualifications than the minimum specified requirement.</i></p>	
		<b>III.</b>	<p><b>Adequacy and quality of the proposed methodology, in responding to the Terms of Reference (TORs) in respect of Scope of Work:</b></p>	<b>30</b>
			<p><b>Approach &amp; Methodology</b></p> <p>a. Understanding of objectives and Scope of the assignment and deliverables – <b>2 Marks</b></p> <p>b. Technical Approach &amp; Methodology illustrating PMU’s approach towards the following - <b>20 Marks</b></p> <p>i. Addressing/monitoring PTSC Components Updating Business Plan, Services Plans etc.,</p> <p>ii. Review and monitoring Gross Cost Contract (GCC)</p> <p>iii. Review and monitoring KPIs of User Satisfaction Surveys,</p>	25

			<ul style="list-style-type: none"> <li>iv. Preparation of Route Rationalization Plan,</li> <li>v. Addressing &amp; complying with Environmental &amp; Social Components as per National &amp; State level regulations, Guidelines/ Frameworks of World Bank and other Multilateral/ Bilateral Funding agencies</li> <li>vi. Carrying of Transaction Advisory (TA) for PPP based components for MTC</li> </ul> <p>c. Structure &amp; composition of the PMU team including <b>key personnel and support team</b> with details on <b>expected contribution/role of each of the team members</b> with respect to the Scope of Work and the proposed team member's area of expertise – <b>3 Marks</b></p>		
	B		<p><b>Presentation by PMU Team on:</b></p> <ul style="list-style-type: none"> <li>1. Presentation on Firm's experience in handling similar projects</li> <li>2. Presentation on A&amp;M of the PMU's scope of work with specific focus on the components mentioned above.</li> <li>3. Presentation on the PMU team composition and the role of each team member in compliance with the scope of the PMU.</li> </ul> <p><i>Presentation to be made by Team Leader along with other Key Personnel of the PMU</i></p>	5	
			<b>Total score</b>	<b>100</b>	

*Bidders scoring not less than 70% in Technical Proposal shall only be qualified for opening of Financial Proposal.*

## **SECTION 3. TERMS OF REFERENCE**

### **3.1 Assignment Background**

3.1.1 Metropolitan Transport Corporation (MTC) (the “**Authority or MTC**”) is a Government of Tamil Nadu (GoTN) undertaking registered under Companies Act, 1956. It is entrusted with providing city bus services in Chennai Metropolitan Area (CMA). MTC currently operates a fleet size of 3448 buses as of 2022 on 625 routes and caters to more than 28 lakh passengers daily. MTC has a total manpower of 21,241 employees, handling operations through 31 depots. Amongst the urban bus systems in India, MTC runs one of the highest effective km at 272 Km per bus per day.

3.1.2 Over the years, the Government of Tamil Nadu has taken several initiatives to support MTC in providing better services to its customers. Several of these initiatives are being implemented through support from multi-lateral funding agencies such as IBRD, AIIB and bi-lateral lending agencies such as KfW and JICA.

3.1.3 MTC has also prepared a Five-Year Business Plan which identifies several initiatives to be undertaken by MTC in the future.

3.1.4 MTC is one of the Implementing Agencies under these programs being undertaken by the Government of Tamil Nadu, namely:

- a. Chennai City Partnership: Sustainable Urban Services Program (CCP-SUSP) funded by IBRD & AIIB
- b. Climate Friendly Modernisation of Buses in Major Cities of Tamil Nadu funded by KfW
- c. The Chennai Metropolitan Area Intelligent Transport Systems Installation project with loan assistance from Japan International Cooperation Agency (JICA).

A brief writeup of these programs and the role of MTC under these programs is given at **Annexure-1**

3.1.5 Besides these programs supported with multilateral funding under set guidelines, MTC is also undertaking other projects towards overall improvement of public transport service delivery in Chennai, such as Development of Bus Terminals in PPP mode, Multi-modal Integration (MMI) at some of the terminals, etc. MTC would also take part actively in the Digital Chennai initiative which is meant to be a depository of data related to various public services in Chennai, including public bus transport.

3.1.6 With many initiatives being already undertaken and some other in pipeline and many more to be planned, MTC proposes to engage a consulting firm to setup a Program Management Unit (PMU) which shall support MTC with implementation of various initiatives as part of the CCP program, Business plan recommendations, and other ongoing and future initiatives intended at improving overall quality, quantity and sustainability of bus service in Chennai, that broadly focuses on:

- Fleet modernisation and fleet augmentation;
- Depots & Terminal Development and augmentation of parking units;
- Technology adoption;
- Performance measurement and reporting;
- Ridership enhancement;
- Revenue and Cost optimisation

## **3.2 Objective of the Assignment**

3.2.1 The Objective of the assignment is to establish a PMU under MTC which shall coordinate the activities for MTC under the IBRD-AIIB funded Chennai City Partnership: Sustainable Services Program (CCP-SUSP), Chennai City Partnership: Urban Mobility & Spatial Development (CCP-UMSD) as well as those under JICA and KfW and guide MTC in the undertaking the initiatives proposed in the Business Plan.

3.2.2 The PMU shall act as the integrator of the various initiatives pertaining to performance and service improvement and guide & support MTC in synergising its activities under these programs.

3.2.3 The scope of the PMU consultant shall be dynamic to cater to the evolution of MTC's business and the role it plays in the Public Transport Domain in Chennai in the years to come.

3.2.4 The specific objectives include:

- i. To support MTC in implementing the initiatives identified under its Business Plan
- ii. Periodically updating the Business Plan
- iii. To coordinate the implementation of activities of MTC under CCP Program.
- iv. Integrate the activities of MTC under KfW and JICA funded program
- v. Participate & support MTC in discussions with Transport Department/Finance Department Government of Tamil Nadu (GoTN) for similar initiatives aimed at performance improvement of MTC



### 3.3 Scope of work

3.3.1 The scope of work of PMU shall be to undertake the activities towards meeting the objectives listed above, but not limited to the following:

#### A. Support for Chennai City Partnership

PMU shall provide support to MTC for the activities being implemented by MTC under Chennai City Partnership, namely:

##### i. Management of Public Transport Service Contract (PTSC)

- a) Support MTC in monitoring of KPIs agreed to between MTC & Transport Department, Government of Tamil Nadu (GoTN)
- b) Assist MTC in preparation of monthly performance reports of the fleet under PTSC
- c) Support MTC in identification of fleet for inclusion under PTSC at the time of expanding the scope of PTSC. (Annual Exercise to be undertaken)
- d) Coordinating with various departments of MTC for calculating financial performance of the fleet under PTSC as well as the fleet proposed to be included under PTSC.
- e) Assist MTC in preparing proposal to the GoTN for making claims for funding support for the fleet under PTSC.
- f) Participating in Monthly/Quarterly/Annual Review of the performance of the fleet under PTSC.

##### ii. Management of Gross Cost Contract (GCC) based Bus procurement and management

- a) Support MTC in identification of depots and routes for fleet induction through GCC.
- b) In discussion with MTC, develop templates for monitoring KPIs of GCC vendor(s).
- c) Review the performance of the GCC vendors based on deliverables/reports submitted by the operators, transaction advisors and various internal data sources such as the Intelligent Transport Systems (ITS) of MTC.
- d) Support MTC in processing the invoices for payments to the GCC Contractor.
- e) Support MTC in identification of new routes for fleet expansion through GCC.
- f) Support MTC in appointing transaction advisors/consultants inducting the upcoming tranches of fleet procurement under GCC and its smooth implementation.
- g) Assist MTC to ensure that the contractors comply with the requirements of the bid document and contract including the Environmental and Social Management Plan and Labour Management Procedures.
- h) Prepare quarterly progress report on the status of labour standard compliance in all project sites.
- i) Support implementation of accessible, responsive and trackable Grievance Management System (GRM). Prepare monthly report on which will cover disaggregated data on number registered, resolution, escalation, closure with the given time frame.

### **iii. Monitoring of User Satisfaction Survey**

- a) Support & monitor the performance of the agency conducting MTC's user satisfaction survey as part of the CCP.
- b) Review the deliverables of the selected agency
- c) Coordinate the presentation of the findings of the survey to GoTN and the World Bank/AIIB

### **iv. Coordination Support**

- a) Prepare periodic reports on the status of activities under the program for onward submission to GoTN and TNIDB.
- b) Assist MTC in conducting implementation support missions of the World Bank/AIIB
- c) Assist MTC in documenting the status of activities under CCP.
- d) Assist MTC in continuous evaluation of Bus Scheduling and route planning, with respect to performance of the buses operated under Public Transport Service Contract (PTSC) and Gross Cost Contract (GCC) and replanning, rescheduling as and when necessary to improve service delivery and revenue.
- e) Coordinate the preparation of Environment and Social Impact Assessment, Environment and Social management plan (ESMP), Resettlement action Plan, Gender Action Plan and other relevant instruments for the sub-projects in accordance with the Environment and Social Management Framework (ESF) under the CCP.

## **B. Business Plan Implementation Support**

PMU shall provide support to MTC for implementation of various projects / initiatives identified in the Business Plan prepared by MTC. PMU shall first understand the vision of the business plan which shall form the basis for service improvements needed by MTC and the funding support to be provided by the State government. Activities under the Business Plan implementation support would include:

### **i. Data analytics, Service planning and Ridership enhancement:**

- a) Support MTC in analysing travel demand patterns, service schedules, service delivery patterns based on various static and dynamic data sources to provide service planning and scheduling inputs to MTC
- b) Support MTC with conceptualising, planning and implementation of new services which could be started e.g., limited stop services, non-stop services, airport services, premium services, night service, 24x7 service etc.
- c) Support MTC with restructuring the bus network, routes and service plan based on recommendations of the Network Redesign cum Route Rationalisation exercise to be undertaken by the Chennai Unified Metropolitan Transport Authority (CUMTA).
- d) Support MTC with planning of branding, communication initiatives including appointment of media agency for implementation, if necessary.
- e) Support MTC in collaborating with CUMTA, CMRL, Railways and other public transport service providers in CMA to enable multimodal integration.
- f) Other initiatives focused towards increasing ridership and customer satisfaction.

- g) Assist MTC in selection of external agencies required for implementation of various initiatives e.g., route rationalisation, multi-level depot development, depot modernisation, digital marketing partners, event partners, advertising / media agencies etc.

**ii. Technology adoption for performance monitoring and service planning:**

- a) Support MTC with planning and implementation of various initiatives related to passenger information systems and Intelligent Transportation Systems (ITS).
- b) Support MTC coordinate various ITS initiatives being implemented with support from JICA, KfW and other sources. Identification of different use cases for application of technology solutions across various functions of MTC including:
- Operations – ITMS, IDMS, Inventory management, Fuel management.
  - Business administration – ERP, Business Intelligence.
  - Ticketing, PIS, Mobile App, GRMS, IVRS.
  - PIS, Ticketing, Journey planning App.
  - BOTs, CRM etc to enhance customer experience.
  - Other technology initiatives.
- c) Improving performance monitoring and reporting mechanisms from ITS, and supporting MTC adopt data-based service planning and scheduling practices
- i. Prioritise the KPIs needed for MTC for PTSC, Business planning, contract management, service planning and scheduling purposes and clarify the definitions of each KPI
  - ii. Support MTC with efficient KPI reporting system within the ITS including identification of reports to be generated, data sources, SOPs for information flow across various systems, template for reporting, KPI calculation templates etc.
  - iii. Support MTC in KPI calculation and reporting on an ongoing basis as envisaged in the PTSC including reports required by GoTN and any other agency.
- d) Support MTC in incorporating labour, gender safety and environmental compliance monitoring aspects within the ERP system being developed through KfW assistance.

**iii. Non-fare box revenue optimisation:**

- a) Assist MTC with conceptualisation and implementation of various interventions to improve non-fare box revenue through efficient asset management, commercial developments, advertising and other sources.

**iv. Infrastructure upgrade:**

- a) Assist MTC with implementation of various infrastructure focused interventions identified in the Business Plan including:
- Identification of current and future bus depot and terminal capacity requirements. Coordination with TNIDB, and other relevant stakeholders and consultants towards Depot Modernisation, Multi-level Depot cum Terminus, Land identification and Acquisition for future depots, etc.
  - Coordination with Greater Chennai Corporation (Chennai Corporation) and other relevant stakeholders to increase bus stop density across CMA to meet business plan KPIs related to accessibility.

- Coordination with Chennai Corporation, CMDA, CUMTA and other stakeholders for Multi Modal Integration (MMI) initiatives.
- Coordination with Chennai Corporation, CMDA and other stakeholders for planning and implementation of various bus priority measures across Chennai.

**v. Fleet modernisation:**

- a) Support MTC with fleet planning. i.e., buses to be operated under GCC fleet, and MTC owned fleet, with respect to the fleet increment plan of MTC and availability of own staff at MTC, for each year.
- b) Research and documentation support to MTC with regards to technological shift to electric buses

**vi. Annual updation of Business Plan**

- a) Support MTC with annual updation of the Business Plan in accordance with the provisions of PTSC.

**vii. Capacity Building / Training:**

- a) Support MTC with planning and implementation of various capacity building / training initiatives proposed in the Business Plan. Scope of the PMU consultant shall be to support MTC onboard capacity building partners for individual training initiatives. PMU is not expected to impart the training itself.

**viii. Other initiatives identified in the Business Plan:**

- a) Support MTC with implementation of various other initiatives identified in the Business Plan including:
  - Operational improvements e.g., modification in crew duty mix, fuel efficiency improvement initiatives etc.
  - Passenger safety initiatives.
  - Crew wellbeing and safety initiatives.
  - Gender and differently abled related initiatives.
  - Any other initiative, action point identified in the Business Plan.

**C. Coordination for Other Projects**

- a) Understand the role of MTC in KfW funded Bus Modernisation Program and the JICA funded ITS project
- b) Identify potential for harnessing the synergies of resources being deployed by MTC under all 3 programs in order to prevent duplication of effort.
- c) Assist MTC towards implementing/ complying public urban bus transport related targets as planned in CMP within CMA area.
- d) Coordination for Components of CCP - UMSD applicable for MTC shall also be covered under this assignment.

**3.4 Timeline and Payment Schedule**

- 3.4.1 The selected consultant firm is expected to deploy the team as listed in Section 3.8 on full time basis to the office of MTC, to carry out the regular activities/ work as provided under this assignment.
- 3.4.2 The selected consultant shall be paid Monthly remuneration as per the rates quoted (inclusive of escalations, if any) for each full-time resource deployed to the office of MTC under this assignment. The deployed team shall be working exclusively MTC for the activities under this assignment.
- 3.4.3 The deployment of '**Social Development cum Gender Specialist**' and '**Environmental Management Specialist/ Engineer**' shall be for an initial period of 12 months extendable further as per requirement of MTC.
- 3.4.4 The Authority reserves the right to increase or reduce the number of full-time professionals under the PMU or increase the number at the applicable rates.
- 3.4.5 The monthly quoted rates shall be escalated at the rate of 5% p.a. upon completion of 1 year from the start date of the assignment and such escalation shall be provided each year thereon until the contract completion/termination as the case maybe.
- 3.4.6 The applicable fee for the Need Based Specialist indicated in Section 3.8, shall be INR 1.5 Lakhs/Month and payable on pro-rata basis based on actual deployment. The start date for deployment of the specialist shall be mutually decided by the selected consultant and the Authority. The estimated deployment of the specialist shall be 3 months in a year; however, The Authority reserves the right to instruct the consultant to deploy the specialist for a period longer than 3 months in a year or not to call for the deployment in a particular year at all.

### **3.5 Duration of Engagement**

- 3.5.1 The selected consultant firm shall have an initial term of 3 (Three) years and can be renewed for a further period of 1 (One) year by mutual agreement.

### **3.6 Reporting arrangements.**

- 3.6.1 The firm will be reporting to the Managing Director of MTC.
- 3.6.2 PMU shall be required to submit a Monthly Progress Report (MPR) covering the activities undertaken by the PMU each month.
- 3.6.3 The selected consultant firm shall provide laptops along with requisite licensed software & licensed operating system to each member of the team deployed to the office of Authority under this assignment.

### **3.7 Review of Work of PMU**

3.7.1 The Officers designated by the Authority may review the activities/deliverables of the PMU and provide feedback/suggestions to be incorporated by the PMU and submit the same to the Authority, as the case may be.

### **3.8 Experience & Qualification Requirements for Key Personnel:**

3.8.1 The desired services shall be provided by the selected Consultant through a team of suitably qualified professional and technical personnel. It is expected that the Consultant would establish a strong team of specialists capable of supporting MTC to achieve the stated objectives.

3.8.2 The qualifications and expertise expected of the respective key personnel in the Consultant's team for these services are outlined below. Adequate support staff shall also be provided by the Consultant to facilitate the operations of the nominated team during the services.

S. No	Key Personnel	Education Qualification & Experience Requirement	Nature of Deployment
1.	Team Leader cum Urban Transport Specialist	<ul style="list-style-type: none"> <li>• B.E./B.Tech/ B. Arch with Post Graduate Degree in Transport Planning/ Traffic &amp; Transportation Engineering/ Transport Infrastructure Planning or equivalent</li> <li>• Minimum 12 years of post-qualification experience with minimum 8 years of experience in Urban Transport Planning and or implementation for Bus/ Rail/ Metro/ City Bus Transport/ Route Rationalization/ Comprehensive Mobility Planning/ Multi-modal integration.</li> <li>• The specialist should have experience of working as Team Leader/ Project Manager for at least 1 (one) Similar Project</li> <li>• Specific experience of working as Transport Planner/ Transport expert or equivalent for at least 1 (one) project in preparation and or implementation of Strategic Road Map/ Service and technology upgradation plan/Business plan/Business models and financial planning towards Operations/ Maintenance/Augmentation of Public Bus System/ BRTS/ MRTS/ Sub-urban Rail/Metro OR Restructuring of public transport undertakings.</li> <li>• Experience in handling PPP projects in Transport Sector (other than roads/highways/ports)/ Gross Cost Contract (GCC)/ Net Cost Contract (NCC) for Public bus operations/ / experience in planning/implementation//managing O&amp;M of Public Bus System/BRTS/Metro Rail systems in India etc. will be an added advantage for this position.</li> </ul>	Full time to Office of MTC
2.	Finance Cum Procurement & Contract Management Specialist	<ul style="list-style-type: none"> <li>• MBA in Finance / Post Graduate Degree in Finance or equivalent.</li> <li>• Minimum 10 years of post-qualification experience in Infrastructure advisory with experience in financial analysis / financial feasibility studies and financial modelling / PPP transaction advisory for Infrastructure Projects</li> <li>• The specialist should have experience in working as Financial Specialist/ Expert/Analyst for at least 2 (Two) similar projects.</li> </ul>	Full time to Office of MTC

S. No	Key Personnel	Education Qualification & Experience Requirement	Nature of Deployment
		<ul style="list-style-type: none"> <li>• The specialist should have experience in bid process management including preparation of bidding documents, bid evaluation reports for consultancy/works projects in infrastructure sector.</li> <li>• Experience in Transaction Advisory for PPP projects is desirable.</li> </ul>	
3.	Urban Transport Analyst	<ul style="list-style-type: none"> <li>• Post Graduate Degree in Transport Planning/ Traffic &amp; Transportation Engineering/ Transport Infrastructure Planning or equivalent</li> <li>• Minimum 8 years of relevant post-qualification experience with minimum 3 years of experience in data analysis/ GIS based planning/ data storage &amp; presentation, and managing MIS</li> <li>• The specialist should have experience of carrying out public/urban transport data analysis for at least 2 similar projects.</li> <li>• Experience in application of GIS software (ArcGIS/Q GIS), MS office etc. is mandatory</li> </ul>	Full time to Office of MTC
4.	Social Development cum Gender Specialist	<ul style="list-style-type: none"> <li>• Post Graduate Degree in Social Sciences: Sociology/ Social Works/Social Development/ Political Science/ Planning or equivalent</li> <li>• Minimum 8 years relevant post qualification experience and at least 5 years' experience in projects for carrying out social impact assessments (SIA) /Social Management Plans (SMP)/ Development and governance in the area of gender equality and social inclusion.</li> <li>• The specialist should have experience of working on at least 2 projects involving preparation and or implementation of Social Impact assessment(SIA)/ preparation &amp; or implementation of mitigation plans/SMP/ experience in handling R&amp;R issues/ gender equality and social inclusion in public places.</li> <li>• Experience in monitoring implementation of Labor Management Plans/ Process, Conducting Stakeholder Engagement Meetings/Planning &amp; or implementing Grievance Redressal Mechanism are mandatory.</li> </ul>	Full time to Office of MTC for an initial period of 12 months extendable as per requirement of MTC.



S. No	Key Personnel	Education Qualification & Experience Requirement	Nature of Deployment
		<ul style="list-style-type: none"> <li>• Experience in preparation/review/ implementing Health and Safety related aspects or Relevant experience of working on projects involving the Environmental &amp; Social Framework of bilateral/ multi-lateral agencies is desirable.</li> <li>• Good communication skills in Tamil language will be advantageous.</li> </ul>	
5.	Environmental Management Specialist/ Engineer	<ul style="list-style-type: none"> <li>• Post Graduate Degree in Environmental engineering/ Environmental Planning/ Environmental Sciences/Environmental Management or equivalent.</li> <li>• Minimum 8 years of relevant post-qualification experience and at least 5 years' experience in projects for carrying out Environmental Impact Assessments (EIA) /preparation of mitigation plans/ Environmental Management Plan (EMP)</li> <li>• Must have experience in preparation of EIA and in preparation/implementation of EMP for infrastructure projects</li> <li>• Experience in preparation and or implementation or review of Environment Health and Safety (EHS) related aspects or Relevant experience of working on projects involving the Environmental &amp; Social Framework of bilateral/ multi-lateral agencies is desirable.</li> </ul>	Full time to Office of MTC for an initial period of 12 months extendable as per requirement of MTC.
6.	Need Based Specialist - Civil Engineering & Scheduling Specialist	<ul style="list-style-type: none"> <li>• Graduate in Civil Engineering or Equivalent</li> <li>• Minimum 5 years of experience in various aspects of Building Construction (other than individual residential projects) with experience in site Surveys, Preparation and/or Checking of GFC Drawings, preparation and/or review of structural designs, Preparation and/or Checking of BoQ &amp; Estimates as per applicable standards, Site Activity Scheduling, Site Supervision, Checking of Measurements &amp; Billing, etc.</li> <li>• The specialist should have experience of carrying out the above activities for at least 4 public infrastructural projects.</li> <li>• Experience in application of Auto CAD or equivalent CAD software, STAAD Pro &amp; MS Office is mandatory.</li> </ul>	Need based specialist to be deployed to office of MTC as per requirement.

<b>S. No</b>	<b>Key Personnel</b>	<b>Education Qualification &amp; Experience Requirement</b>	<b>Nature of Deployment</b>
		<ul style="list-style-type: none"> <li>• Knowledge of vernacular language and familiarity with Local Schedule of Rates is desirable</li> </ul>	

## **Annexure 1 - Project Brief**

### **I. CHENNAI CITY PARTNERSHIP: SUSTAINABLE URBAN SERVICES PROGRAM (SUSP)**

The Government of Tamil Nadu (GoTN), through its Finance Department is implementing the Chennai City Partnership; the Chennai Sustainable Urban Services Program (C-SUSP) — focusing on the institutional and financial changes that can drive significant improvements in urban service delivery.

The Program is being implemented as a Program-for-Results (PforR) operation of the World Bank and involves financing of USD 150 Mn each from IBRD and AIIB, which shall be released by the bank upon achievement of disbursement linked results. The Tamil Nadu Infrastructure Development Board (“TNIDB”) is designated as the Program Management Unit (PMU) for the Chennai City Partnership (CCP) and oversees the implementation of CCP. The responsibility for implementation of activities under the program rests with the concerned implementing agencies

- Metropolitan Transportation Corporation (MTC)
- Chennai Unified Metropolitan Transportation Authority (CUMTA),
- Chennai Metro Water Supply and Sewerage Board (CMWSSB),
- Water Resources Department (WRD) and
- Greater Chennai City Corporation (Chennai Corporation).

As part of the Program, MTC is undertaking the following Activities:

#### **1. Contracting of Bus Services:**

Under the Disbursement Linked Results agreed under the program, MTC is required to contract buses equivalent to service capacity of 500 buses by the year 2023 on performance based Gross Cost Contract (GCC) and another 500 buses by year 2025.

Current Status: MTC is in the process of hiring a Transaction Advisor for Selecting a GCC operator for 500 buses in the first phase.

#### **2. Implementation of Public Transport Service Contract (PTSC):**

Under the Disbursement Linked Results agreed under the program, MTC is required to sign a PTSC with Transport Department, GOTN made operational through a Government Order to formalise its funding support, that would be linked to MTC achieving certain Key Performance Indicators (KPIs). The KPIs shall have quantitative metrics specific to MTC services as well as qualitative indicators specific to user satisfaction.

Current Status: Draft PTSC is under finalisation with mechanism for disbursement of VGF also finalised by the consultant

### **3. Conducting User Satisfaction Survey and Development of Urban Mobility Index:**

As part of the Results Area framework agreed under the program, MTC is required to establish a baseline on user satisfaction based on Service Level and Quality of MTC Bus Service in Chennai with the help of a survey and repeat the process each year during the course of CCP-SUSP to measure the changes/improvement in Service Level and Quality of MTC Bus Service and resultant user satisfaction. The process shall include carrying out Surveys across Chennai Metropolitan Area (CMA), Data collection, Storage, Analysis and its Presentation and preparation of report, Evaluation of year-on-year changes on Service level and Quality, and resultant User Satisfaction, followed by dissemination of findings to citizens and customers.

Current Status: MTC is in the process of appointment of a Survey Agency.

### **4. Development of Business Plan of MTC:**

As part of the Program Action Plan agreed under the program, MTC through a consultant, has prepared a Business Plan which has identified a number of initiatives for improvement in its performance and service delivery. MTC is required to update its Business Plan periodically.

## **II. CLIMATE FRIENDLY MODERNISATION OF BUSES**

Government of Tamil Nadu has signed an agreement with KfW to help modernise the fleet and operations of the State Transport Undertakings. Metropolitan Transport Corporation, Chennai, will receive the following:

### **1. Low Floor BS VI Diesel Buses**

- As per the distribution provided by the state, MTC has been allotted a share of 242 low floor BS VI non-AC diesel buses from the overall procurement of 442 buses. These buses will include modern onboard ITS systems. The state intends to procure a further 157 low floor BS VI non-AC buses. MTC's share of these buses is to be confirmed.

**2. Standard floor BS VI Diesel Buses**

- As per the distribution provided by the state, MTC has been allotted a share of 402 standard floor BS VI non-AC diesel buses from the overall procurement of 1614 buses. These buses will include modern onboard ITS systems.

**3. Electric Buses**

- As per the distribution provided by the state, MTC has been allotted 100 electric buses in the first phase of this procurement, to be housed at 2 depots (Adyar and Central). MTC will receive ~200 buses in the next phase of e-bus procurement (out of a total of 400 buses), for which depots are to be confirmed.

**4. Electronic Ticketing Machines and Backend Automatic Fare Control Systems**

- MTC will receive >8,000 ETMs and a backend AFCS at 33 depots as part of this tender.

**5. Backend PIS, VPSD and Telematics**

- MTC will receive a telematics backend (Vehicle Health Monitoring and Diagnostics – VHMD) as part of this tender. Passenger Information Systems and Vehicle Planning, Scheduling, and Dispatch (VPSD) are not included for MTC but will be provided to other STUs.

**6. Backend ERP / DMS**

- MTC will receive backend Enterprise Resource Planning and Depot Management Systems across the entire STU as part of this tender.

**III. CHENNAI METROPOLITAN AREA INTELLIGENT TRANSPORT SYSTEMS INSTALLATION**

The Chennai Metropolitan Area Intelligent Transport Systems Installation project with loan assistance from Japan International Cooperation Agency (JICA) and Tamil Nadu Government is meant to construct efficient traffic system to meet increasing traffic demands and improve the public transport in Chennai.

Following is proposed components under City Bus System scope for Metropolitan Transport Corporation.

SI. No.	Components	Sub-Systems
1	Automatic Vehicle Location	Centralize Automatic Vehicle Location
		Onboard Computer
		Bus Driver Console

SI. No.	Components	Sub-Systems
		Integration with Vehicle Health Monitoring Device
		Integration with Route Boards
		Integration with Panic Button
2	Passenger Information System	Passenger Information Display at Bus Terminals/ Bus Stops
		Passenger Information through Mobile App
		Passenger Information through Website
3	Depot Management System	Vehicle Planning and Scheduling
		Vehicle Dispatch and Crew Rostering
		Crew Attendance Management system
		MTC staff Mobile Application
4	Command and Control Centre	Command and Control Centre
5	Operation & Maintenance for 5 Years	Operation & Maintenance for 5 Years

Scope of Traffic Management and Information System and Intersection Improvement for Chennai Traffic Police and Greater Chennai Corporation and Highways Department is addition to above scope mentioned.

**Present Status of the Project:**

- For the City Bus System, Implementation duration is 25 months and operation, and maintenance duration is 60 months.
- The contractor (System Integrator) was onboarded on June 8, 2023. Currently design is going on expected to complete November 2023. Parallely contractor is working for Pilot before the rollout of the entire project.
- Project Management Consultant is to oversee the project implementation and monitoring operation & maintenance of this project along with all stakeholders till end of operations.

## SECTION 4. FORMATS

### FORM TECH A - Minimum Eligibility Experience

1. Outline of Similar Project Experience:

S. No.	Project Name	Client Name	Location	Project Fees (Rs. In Lakhs)	Total Project Cost (Rs. In Lakhs)	Date of Commencement	Date of Completion	Proof Attached

Kindly attach Project Description Sheet (PDS) as per format given in Form TECH 5 and Relevant Proofs

**For completed Projects** - LOI/LOA/ Work Order/Agreement copy **and** Completion Certificate from client /Certificate from Auditor of Bidder certifying receipt of 100% professional fee for assignment<sup>\$</sup>

**For Ongoing Projects** - LOI/LOA/ Work Order/Agreement copy **and** Work in Process (WIP) certificate or minutes of meeting issued by client as proof for completion of 80% of the work assigned to the Bidder/ certificate from Auditor certifying receipt of 80% professional fee for assignment.<sup>\$</sup>

<sup>\$</sup> Certificate from Auditor certifying receipt of professional fee should be as per the format given in Form TECH C

(Signature, name and designation of the authorized signatory)

2. Financial Capacity of the **Bidder**<sup>\$</sup>

Year	2020-21	2021-22	2022-23	Average
(Rupees in Lakhs)				
Revenue from Advisory Services/Consultancy Fees <sup>#</sup>				
Net worth <sup>#</sup>				
<p><b>Certificate from Auditor</b></p> <p>This is to certify that .....(name of the Bidder) has received the payments shown above against the respective years on account of Revenue from Advisory Services/Consultancy fees.</p> <p style="text-align: center;">Name of the audit firm:</p> <p style="text-align: center;">Seal of the audit firm</p> <p style="text-align: center;">Date:</p> <p style="text-align: center;">(Signature, name and designation of the Authorized signatory)</p>				

# The Bidder should provide the Financial Capability based on its own financial statements. Financial Capability of the Bidder's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Bidder.

\$ Bidder to enclose Audited Balance Sheet and Profit & Loss account for last 3 years

(Signature, name and designation of the authorized signatory)



**FORM TECH B - Consortium Agreement**

(To be provided only if the Bidder is applying as a Consortium)

This consortium agreement (hereinafter referred to as "Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 2023.

**Between**

\_\_\_\_\_ (hereinafter referred to as "\_\_\_\_\_" or, "**Lead Member**"), a firm incorporated under \_\_\_\_\_, with its office located at \_\_\_\_\_

And

\_\_\_\_\_. (hereinafter referred to as "\_\_\_\_\_" or, "**Support Member**"), a firm incorporated under \_\_\_\_\_, having its principal place of business at \_\_\_\_\_

**Part**

Each of \_\_\_\_\_ and \_\_\_\_\_ are hereinafter individually referred to as "Party" and collectively as "Parties".

**WHEREAS**

The XXXX has invited a **Request for Proposal [RFP]** for "XXX" vide RFP No \_\_\_\_\_ (hereinafter referred to as the '**Assignment**')

**AND WHEREAS**

the parties have agreed to participate as a Consortium for bidding for the Assignment.

**IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:**

That the parties will form a consortium with the below mentioned roles:

<b>Name of the Member</b>	<b>Type of Member</b>
	Lead Member
	Support Member

That the parties shall carry out all responsibilities as per in terms of the RFP.

That the roles and the responsibilities of each Party at each stage of the bidding shall be as follows:

Scope Reference	Task	Lead Member	Support Member

\_\_\_\_\_, the Lead member will be the Authorised Signatory to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s Bid.

That the Parties shall be jointly and severally liable for the execution of the Assignment in accordance with the terms of the RFP on award of the Assignment.

That this Consortium Agreement shall be governed in accordance with the laws of India and courts in Chennai shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the parties affirm that the information provided is accurate and true and have caused this agreement to be duly executed on the date and year above mentioned.

IN WITNESS WHEREOF, the parties hereby sign the present document along with its Annexes, in duplicate at the signature date:

By and on Behalf of

By and on Behalf of

Firm Name:

Firm Name:

Authorised Signatory:

Authorised Signatory:

Designation of Authorised Signatory:

Designation of Authorised Signatory:

WITNESSES

**FORM TECH C - Format for Certificate for Confirmation of Fee received**

<b>S. No</b>	<b>Name of Assignment #</b>	<b>Name of Client</b>	<b>Total Professional Fee receivable as per Work Order/Contract (INR Lakhs) @</b>	<b>Professional Fee received by the Applicant (In %)</b>
(1)	(2)	(3)	(4)	(5)
1				
2				
3				
4				
5				

# The Applicant should provide details of only those assignments that have been undertaken by it under its own name.

@ In the event that the Applicant does not wish to disclose the actual fee received for any assignment, it may state it as “Confidential”

\* The names and chronology of Eligible Assignments included here should conform to the project-wise details submitted in FORM TECH A & FORM TECH 5.

**Certificate from the Statutory Auditor/Chartered Accountant**

This is to certify that the information contained in Column 5 above is correct as per the accounts of the Applicant and/ or the clients.

(Signature, name and designation of the authorised signatory)

Date:

Name and seal of the audit firm:

## FORM TECH 1 - Technical Proposal Submission Form

[On the Letter head of the Bidder (Lead Member of Empanelled Consortium)]

Ref No:

Date:

To,  
The Managing Director  
Metropolitan Transport Corporation (Chennai) Ltd,  
No.2, Pallavan Illam, Pallavan Salai,  
Chennai – 600 002

**Subject:** Submission of Technical Proposal in response to your RFP for “**Selection of a Consulting Firm to Operate Program Management Unit (PMU) in Metropolitan Transport Corporation (Chennai) (MTC)**” vide RFP No. <.....>

Sir/Madam,

1. With reference to your RFP Document dated ....., I/we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for “**Selection of a Consulting Firm to Operate Program Management Unit (PMU) in Metropolitan Transport Corporation (Chennai) (MTC)**”. The Proposal is unconditional and unqualified.
2. We are submitting our Proposal as [sole Bidder/Consortium] [with] [insert a list with full name and address of other member of consortium].
3. I/We declare that we are not a member of any other Consortium applying for Selection as a Consultant.
4. The Earnest Money Deposit (EMD) of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) is submitted through the portal, in accordance with the RFP document.
5. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form TECH - 3.
6. I/We agree to keep this offer valid for 180 (One Hundred and Eighty) days from the Bid Submission End Date specified in the RFP.
7. All information provided in the Proposal is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
8. This statement is made for the express purpose of appointment as the Consultant for the aforesaid work.

9. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
10. I/We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
11. 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 by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
12. We further certify that neither we nor any of our consortium members have been barred or blacklisted by the Central Government, any State Government, a Statutory Body, any Public Sector Undertaking or any Multi-lateral funding agency, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the Bid Submission End Date for this RFP.
13. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors or equivalent / Proposed key personnel for this assignment referenced to their official representation with us.
14. I/We declare that:
  - a. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
  - b. I/We do not have any conflict of interest in accordance with the terms of 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, as defined in the RFP document, in respect of any tender or request for Proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
  - d. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
15. 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 clauses of the RFP document.

16. 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 authority which would cast a doubt on our ability to undertake the Consultancy for the Study or which relates to a grave offence that outrages the moral sense of the community.
17. 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 affiliates.
18. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of Tamil Nadu] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Study.
19. I/We agree and understand that the Proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right if Proposal is not opened or rejected.
20. In the event of our firm being selected as the Consultant, I/we agree to enter into a Contract in accordance with Section-5 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
21. This Technical Proposal read with the Financial Proposal shall constitute the Bid which shall be binding on us.
22. If negotiations are held during the period of validity of the Proposal, we undertake to negotiate in accordance with the RFP. Our Proposal is binding upon us, subject only to the modifications resulting from negotiations in accordance with the RFP.
23. We understand you are not bound to accept any Proposal you receive.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Bidder / Lead Member)

**FORM TECH 2 - Particulars of the Bidder**

(On the Letterhead of the *Bidder*)

1.	State whether applying as Sole Bidder or Lead Member of a consortium:	
2.	State the following:	
	Name of Sole Bidder/Lead Member of Consortium	
	Legal status	
	Country of incorporation	
	Registered address	
	Year of Incorporation	
	Year of commencement of business	
	Principal place of business	
	Name, designation, address and phone numbers of authorized signatory of Sole Bidder/Lead Member of Consortium	
	Name	
	Designation	
	Company	
	Address	
	Phone No.	
	Fax No.	
	E-mail address	
	Name, designation, address and phone numbers of Key Contact Person of the Sole Bidder/Lead Member of Consortium	
	Name	
	Designation	
	Company	
	Address	
	Phone No.	
	Fax No.	
	E-mail address	



3.	<p>If the Bidder is a consortium, state the following for each of the other Member Firms:</p> <ul style="list-style-type: none"> <li>i. Name of Firm</li> <li>ii. Legal Status and country of incorporation</li> <li>iii. Registered address and principal place of business</li> <li>iv. Name of Key Contact Person</li> <li>v. Address</li> <li>vi. Phone No.</li> <li>vii. Fax No.</li> <li>viii. E-mail Address</li> </ul>
4.	<p>If the Bidder is a consortium, state the Roles and Responsibilities pertaining to the assignment for the Lead Member of the Consortium and other Member Firms of the Consortium:</p> <p>Lead Member:</p> <p>Member Firm 1:</p> <p>Member Firm 2:</p>
5.	<p>For the Bidder, (in case of a consortium, for each Member), state the following information:</p> <ul style="list-style-type: none"> <li>i. In case of non-Indian Firm, does the Firm have business presence in India? Yes/No If so, provide the office address(es) in India.</li> <li>ii. Has the Bidder or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last five years? Yes/No</li> <li>iii. Has the Bidder/ or any of its Associates ever failed to complete any work awarded to it by any public authority/ entity in last five years? Yes/No</li> <li>iv. Has the Bidder or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years and such bar subsists as on the Bid Submission End Date for this RFP?</li> </ul>

	<p style="text-align: center;">Yes/No</p> <p>If answer to any of the questions at (ii) to (iv) is yes, the Bidder is not eligible for this consultancy assignment</p>
6.	<p>(Signature, name and designation of the authorized signatory)</p> <p>For and on behalf of</p>

Incorporation Certificate/Certificate of Registration of Sole **Bidder**/all members of Consortium as the case may be, to be enclosed.

**FORM TECH 3 - Power of Attorney for Signing of Proposal**

Know all men by these presents, we, ..... (Name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr./ Ms..... son/daughter/wife and presently residing at ....., who is presently employed with us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Consultant ..... including but not limited to signing and submission of Bid, Proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the **Metropolitan Transport Corporation (Chennai)**., representing us in all matters before the **Metropolitan Transport Corporation (Chennai)**., signing and execution of all contracts and undertakings consequent to acceptance of our Proposal and generally dealing with the **Metropolitan Transport Corporation (Chennai)** in all matters in connection with or relating to or arising out of our Proposal for the said work and/or upon award thereof to us till the entering into of the Contract with **Metropolitan Transport Corporation (Chennai)**.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ..... THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 2023.

For .....

(Signature, name, designation, and address)

Witnesses:

- 1.
- 2.

Notarized Accepted

(Signature, name, designation, and address of the Attorney)

Notes to Power of Attorney:

- I. To be executed by the Lead Member in case of a Consortium.
- II. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- III. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (one hundred) and duly notarized by a notary public.
- IV. Wherever required, the *Bidder* should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the *Bidder*.
- V. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, *Bidders* from countries that have signed the Hague Legislation Convention, 1961 need not get their Power of Attorney legalized by the Indian Embassy if it carries a conforming Apostile certificate.
- VI. In case the *Bid* is signed by an authorised Director of the *Bidder*, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.

### FORM TECH 4 - Summary of Bidder's Experience

S. No	Project Name	Client Name	Location	Project Fees (Rs. In Lakhs)	Total Project Cost (Rs. In Lakhs)	Date of Commencement	Date of Completion	Proof Attached

- List down experience in relevant assignments as per the Technical Proposal Scoring matrix given in Data Sheet.
- Enclose description of Bidder's experience mentioned above as per format given in FORM TECH-5 along with relevant proof.
- Form for each member of consortium to be provided.

(Signature, name and designation of the authorized signatory)

## FORM TECH 5 - Bidder's Experience

Project Name	Country
Project location within the country	Professional staff provided by the Bidder:
Name of the client	Number of Staff provided by the Bidder:
Address and contact person (Client) Phone No: Fax No. Email id:	Professional staff months provided by the Bidder:
Start Date: End Date:	Value of consultancy assignment  Approx. value of services provided by Bidder
Name of Associated Consultant	No. of months of Professional Staff provided by Associated Consultants:
Name of the Key professional of your firm involved in the assignment	
Detailed narrative description of project:	
Description of actual services provided by your staff within the assignment	

### Attachments:

For completed assignments      LOI/LOA/ Work Order/Agreement copy **and** Completion certificate from client/Certificate from Auditor of Bidder certifying receipt of 100% professional fee for assignment<sup>\$</sup>

For ongoing assignments      LOI/LOA/ Work Order/Agreement copy and Work in Process (WIP) certificate or minutes of meeting issued by client as proof for completion of 80% of the work assigned to the Bidder/ certificate from Auditor certifying receipt of 80% professional fee for assignment<sup>\$</sup>

\* In case of Consortium form for each member of consortium to be provided.

\$ Certificate from Auditor certifying receipt of professional fee should be as per the format given in Form TECH C

## FORM TECH 6 - Approach & Methodology Proposed

Kindly provide approach and methodology outlining various steps for performing the Assignment

- a. ***Proposed Technical Approach & Methodology:*** Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. **Please do not repeat/copy the TORs in here.**
- b. ***Organization and Staffing:*** Please describe the structure and composition of your team, including the list of the Key Specialists, Non-Key Specialists and relevant technical and administrative support staff.

**FORM TECH 7 Deleted**



**FORM TECH 8 - Team Composition and Task Assigned**

S. No	Name of the Key Personnel	Position	Name of the firm associated with	Educational Qualification	Relevant Experience Number Years	in of	Task Assigned

1. CV of above Key Personnel Staff shall be submitted for evaluation.
2. Bidder may also give description of Non-Key Specialists

(Signature, name and designation of the authorized signatory)

### FORM TECH 9 - Curriculum Vitae of Key Personnel

1.	Proposed Position	:					
2.	Name of Firm	:					
3.	Name of Specialist	:					
4.	Date of Birth	:	MM/DD/YYYY				
5.	Nationality	:					
6.	Area of Specialisation	:					
7.	Educational Qualifications	:	Board /University/ Institution	Examination Passed	Month & Year		% Marks obtained/ CGPA
					From	To	
			(Mention in the order of recency)				
8.	Membership of Professional Associations	:	-				
9.	Other Training	:	-				
10.	Countries of Work Experience	:	India				
11.	Languages	:	Language	Speaking	Reading	Writing	

12.	Employment Record	:	Dates of employment	Name of employing organization	Positions held
			(Starting with present position, list in reverse order every employment held.)		
13.	Task Assigned for this Assignment	:			
14.	Work Undertaken that Shows the Minimum Years of Relevant Experience of the Specialist and Best Illustrates the specialists Capability to Handle the Tasks Assigned:				

	Project Name:	
	Year:	
	Location:	
	Client(s):	
	Main Project Features	
	Activities Performed:	
	Project Name:	
	Year:	
	Location:	
	Client(s):	
	Main Features	
	Activities Performed:	

(Add more rows to mention relevant projects for the key personnel. )

Certification:

- i. I am willing to work on the assignment and I will be available for entire duration of the Assignment as required.
- ii. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications and my experience.

Place.....  
Personnel)

(Signature and name of the Key

(Signature and name of the authorized signatory of the Bidder)

Notes:

- 1. Use separate form for each Key Personnel
- 2. The CV shall be signed in by both the Personnel concerned and by the Authorized Representative of the Bidder along with the seal of the Bidder or only by the Authorized Representative of the Bidder along with the seal of the Bidder accompanied necessarily by an e-mail confirmation from the key personnel.
- 3. E-mail confirmation should contain the Name of the Key Personnel, RFP No., Name of the Assignment, Name of Client, and position for which he/she is proposed along with certification as follows:

Certification:

- i. I am willing to work on the assignment and I will be available for entire duration of the Assignment as required.
- ii. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications and my experience.

**FORM FIN 1 - Financial Proposal Submission Form**

**[To be provided in Financial Cover along with BoQ-Excel)**

**[On the Letter head of the Applicant (Lead Member in case of Consortium)]**

Ref:

Date:

To,

The Managing Director

Metropolitan Transport Corporation (Chennai) Ltd,

No.2, Pallavan Illam, Pallavan Salai,

Chennai - 600 002. Tamil Nadu

**Subject:** Financial Proposal for “**Selection of a Consulting Firm to Operate Program Management Unit (PMU) in Metropolitan Transport Corporation (Chennai) (MTC)**” vide RFP No. <.....>

Sir:

We, the undersigned, offer to provide the services for “**Selection of a Consulting Firm to Operate Program Management Unit (PMU) in Metropolitan Transport Corporation (Chennai) (MTC)**” in accordance with your Terms of Reference and Request for Proposal (RFP) & its addendum and our Technical Proposal.

Our Financial Proposal for the said consulting services is given in the BOQ - Excel file, which is Rs. ....[Insert amount in figures and words], inclusive of GST. We also understand that, in the case of discrepancy between figures and words mentioned herein or the BoQ - Excel File, the lowest of these shall be considered.

The above financial proposal has been arrived at based on our quote for monthly remuneration of the key personnel as detailed in FORM FIN 2 and this shall be applicable until completion of One (1) year from the start date of the contract and escalated at the rate of 5% per annum for each completed year thereon until the contract completion/termination as the case maybe.

In addition to the above monthly remuneration, we accept to provide the Need Based Specialist indicated in the RFP at a fixed monthly remuneration of INR 1,50,000/- (Rupees One Lakhs Fifty thousand) per Month (exclusive of GST), which shall be payable to us on pro-rata basis based on actual deployment.

Our Financial Proposal shall be binding upon us.

We understand that the Authority is not bound to accept any Proposal that the Authority receives.

Thanking You

Sincerely

Authorized Signatory

Name and Title:

Name of Applicant:

**FORM FIN 2 - Breakdown of Remuneration**

**[To be provided in Financial Cover along with BoQ-Excel)**

S. No	Position	Name of Personnel	Monthly Remuneration in Year 1 (INR)	
			In Figures	In Words
(1)	(2)	(3)	(4)	(5)
1.	Team Leader cum Urban Transport Specialist			
2.	Finance Cum Procurement & Contract Management Specialist			
3.	Urban Transport Analyst			
4.	Social Development cum Gender Specialist			
5.	Environmental Management Specialist/ Engineer			
	<b>Total Monthly Remuneration in Year 1 (A)</b>			
	<b>Total Remuneration for Year 1 (A*12)</b>			
	GST @ 18%			
	<b>Total Remuneration for Year 1 (including GST)</b>			

## SECTION 5. DRAFT CONTRACT

### Form of Contract

Contract to undertake [name of assignment]

This CONTRACT (hereinafter called the “Contract”) is made on the [Date in words] day of the month of [month] [year in ‘yyyy’ format], by and between \_\_\_\_\_, having its Registered Office at \_\_\_\_\_, hereinafter referred to as the “Client” which expression unless repugnant to context or meaning thereof shall include its successors, affiliates and assigns) of the First Part.

AND,

[Name of Consultants and registered address]

(hereinafter called the “Consultant”)

### WHEREAS

- a) The Client has requested the Consultants to provide certain consulting services as defined in the General Conditions attached to this Contract (hereinafter called the “Services”);
- b) The Consultants, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - a) The General Conditions of Contract (hereinafter called “GC”);
  - b) The Special Conditions of contract (hereinafter called “SC”);
  - c) The following Appendices:

Appendix A: Terms of reference containing, inter-alia, the Description of the Services, qualification requirements of key personnel, reporting requirements and schedule for submission of various deliverables



Appendix B: Team Composition & Task Assigned

Appendix C: Duties of the Client

Appendix D: Summary of Costs, Breakdown of Remuneration and Breakdown of other Expenses as per Negotiation submitted by the Consultant

Appendix E: “Conformed Document” which incorporates all the changes, modifications and results of the contract negotiations

Appendix F: Copy of letter of Award/ acceptance by Consultant

Appendix G: Copy of Bank Guarantee for Performance Security

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:
  - a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
  - b) Client will make payments to the Consultants in accordance with the provisions of the Contract.
3. Priority of documents: The Parties expressly agree that in the event of any conflict, inconsistency or contradiction between any clauses forming part of the documents constituting the Contract, and more particularly mentioned in Clause 1 (of this contract) hereinabove, the documents shall be interpreted in the following order of precedence:
  - a) The provisions of this Contract shall override all provisions of other documents comprising the Contract.
  - b) the provisions of the SC shall be subject to the Contract, but shall override all provisions of other documents comprising the Contract;
  - c) the provisions of the GC shall be subject to the Contract SC, but shall take precedence over all other documents comprising the Contract; and
  - d) the Appendices shall subject to each of the Contract, SC and the GC.
  - e) Any decision of the Client in relation to the priority of documents shall be final and binding upon the Consultant.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF \_\_\_\_\_

[Signature]

[Name]

[Designation]

FOR AND ON BEHALF OF CONSULTANTS

[Signature]

[Name]

[Designation]

Witness:

1. [Signature, name and address]

2. [Signature, name and address]

## I. General Conditions of Contract (GC)

### 1. General provisions

#### 1.1. Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a. “Applicable Law” means the all laws, bye-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees and any other instruments having the force of law in India as they may be issued and in force from time to time;
- b. “Affiliate” means, with respect to any Party, any other entity that, directly or indirectly:
  - i. (a) Controls such Party; (b) is Controlled by such Party; (c) is Controlled by the same person who, directly or indirectly, Controls such Party; and “Control” with respect to any person, shall mean: (a) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person whether through the ownership of voting share capital, by agreement or otherwise or the power to elect more than one-half of the directors, partners or other individuals exercising similar authority with respect to such person; (b) the possession, directly or indirectly, of a voting interest of more than 50%; and the terms “Controlling” and “Controlled by” shall be construed accordingly;
- c. “Client/Authority” means the Party named in the Contract, who employs the Consultant;
- d. “Consultant” or “Consultants” means the party named in the Contract, who is employed as an independent professional firm by the Client to perform the Services;
- e. “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) constitute a part, together with all other documents listed in this signed Contract;
- f. “Contract Price” means the price to be paid for the performance of the Services;
- g. “GC” means the General Conditions of Contract;
- h. “Government” means the Government of India (GOI) and the Government of Tamil Nadu (GoTN);
- i. “Local Currency” means Indian Rupees (INR);

- j. “Member”, in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and “Members” means all of these entities; “Lead Member” or “Member in Charge” means the entity specified in the SC to act on behalf of Each Member in exercising all the Consultants’ rights and obligations towards the Client under this Contract;
- k. “Material Adverse Effect” means material adverse effect on (a) the ability of the Consultant to observe and perform any of its rights and obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement;
- l. Master Services Agreement (MSA) shall mean the same as “contract”;
- m. “Party” means the Client or the Consultants, as the case may be, and Parties means both of them;
- n. “Performance Security” shall mean the irrevocable and unconditional bank guarantee provided by the Consultant from a scheduled Indian bank as guarantee for the performance of its obligations in respect of the Contract;
- o. “Personnel” means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof;
- p. “Project” means “[name of assignment]”;
- q. “SC” means the Special Conditions of Contract by which these General Conditions of the Contract may be amended or supplemented;
- r. “Services” means the work to be performed by the Consultants pursuant to this Contract as described in ToR;
- s. “Sub-consultant” means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of this contract; and,
- t. “ToR” means Terms of Reference
- u. “Work Order” means a specific directive or order to perform a defined scope for a defined duration and fee.
- v. “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
- w. “Fraudulent Practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

- x. “Coercive Practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Client under this Agreement;
  - y. “Undesirable Practice” means (i) establishing contact with any person connected with or employed or engaged by the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
  - z. “Restrictive Practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.
- 1.2. Relationship between the Parties: Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Specialists and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
- 1.3. Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India and shall be subject to the jurisdiction of the Courts at Chennai.
- 1.4. Language: This Contract has been executed in English, as specified in the SC, which shall be binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.5. Notices: Any notice, request or consent made pursuant to the Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.
- 1.6. Location: The Services shall be performed at the site of the Assignmnet in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Consultant.
- 1.7. Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials in the SC.

- 1.8. Taxes and Duties: Unless otherwise specified in the SC, the Consultants, Sub-consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.
- 1.9. Interpretation: In the Contract, unless the context otherwise requires:
- 1.9.1. The singular includes the plural and vice versa and any word or expression defined in the singular shall have a corresponding meaning if used in the plural and vice versa. A reference to any gender includes the other gender.
  - 1.9.2. A reference to any document, agreement, deed or other instrument (including, without limitation, references to the Contract), includes a reference to any document, agreement, deed or other instrument as may be varied, amended, supplemented, restated, novated or replaced, from time to time.
  - 1.9.3. A reference to any document, agreement, deed or other instrument (including, without limitation, references to the Contract), means a reference to such document, agreement, deed or other instrument and to all appendices, annexes, schedules and parts attached or relatable thereto, all of which shall form an integral part of such document, agreement, deed or other instrument, as the case may be.
  - 1.9.4. A reference to any Applicable Law includes any amendment, modification, re-enactment or change in interpretation or applicability of such Law and a reference to any statutory body or authority includes a reference to any successor as to such of its functions as are relevant in the context in which the statutory body or authority was referred to.
  - 1.9.5. Where a word or phrase has a defined meaning, any other part of speech or grammatical form in respect of the word or phrase has a corresponding meaning.
  - 1.9.6. The words ‘include’ and ‘including’ are to be construed without limitation. The terms ‘herein’, ‘hereof’, ‘hereto’, ‘hereunder’ and words of similar purport refer to the Contract as a whole. Where a wider construction is possible, the words ‘other’ and ‘otherwise’ shall not be construed ejusdem generis with any foregoing words.
  - 1.9.7. In the Contract, headings are for the convenience of reference only and are not intended as complete or accurate descriptions of the content thereof and shall not be used to interpret the provisions of the Contract.
  - 1.9.8. Any obligation not to do something shall be deemed to include an obligation not to suffer, permit or cause that thing to be done. An obligation to do something shall be deemed to include an obligation to cause that thing to be done.

1.9.9. The rule of interpretation which requires that a Contract be interpreted against the person or Party drafting it shall have no application in the case of this Contract.

1.9.10. References to a person (or to a word importing a person) shall be construed so as to include:

- i. Individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other Governmental Authority (whether or not in each case having separate legal personality);
- ii. That person's successors in title and assigns or transferees permitted in accordance with the terms of the Contract; and
- iii. References to a person's representatives shall be to its officers, Personnel, legal or other professional advisors, subcontractors, agents, attorneys and other duly authorized representatives.

## 2. Joint and Several Liability: Collective action by Members

2.1. In the event the Consultant is a joint venture /consortium, the Members shall be deemed to be jointly and severally liable to the Client for the performance of this Contract. Without prejudice to the foregoing, the Client shall be entitled to terminate this Contract in the event of any change in the structure or composition of the joint venture/ consortium, including the Member in Charge ceasing to act as such. In the event the Consultant is a joint venture/ consortium, the Performance Security may be provided by any member; provided that such Performance Security shall mention the details of this Contract and shall indicate the JV/Consortium name.

2.2. In the event the Consultant is a joint venture /consortium, without prejudice to the joint and several liability of all the Members, each Member agrees that it shall exercise all rights and remedies under this Contract through the Member in Charge and the Client shall be entitled to deal with such Member in Charge as the representative of all Members. Each Member agrees and acknowledges that, notwithstanding anything to the contrary in the memorandum of understanding or any other such agreement or arrangement between the Members:

2.2.1. any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Member in Charge on any matters related to this Contract shall be deemed to have been on its behalf and shall be binding on it. The Client shall be entitled to rely upon any such action, decision or communication from the Member in Charge;

2.2.2. consolidated invoices for the Services performed by all the Members shall be prepared and submitted by the Member in Charge and the Client shall have the right to release payments solely to the Member in Charge and the Client shall not in any manner be responsible or liable for the inter se allocation of payments, works etc. among the Members;

2.2.3. any notice, communication, information or documents to be provided to the Consultant shall be delivered to the authorized representative of the Consultant (as designated pursuant to Clause 1.5 of the GC) and any such notice, communication, information or documents shall be deemed to have been delivered to all the Members.

### 3. Commencement, completion, modification and termination of contract

3.1. Effectiveness of Contract: This Contract shall come into effect on the date the Contract is signed by both the Parties, or such other date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.

3.2. Commencement of Services: The Consultants shall commence the Services not later than the Effective Date specified in the SC.

3.3. Expiration of Contract: Unless terminated earlier pursuant to relevant clauses in this contract hereof, this Contract shall expire when Services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the SC.

3.4. Modification: Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties. Such modifications will be finalised based on mutual agreement between the selected consultant and authority and as per procedure laid out under the Tamil Nadu Transparency in Tenders Act, 1998 and RULES 2000 and as amended there on.

#### 3.5. Force Majeure

3.5.1. Definition: For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical to be considered impossible under the circumstances, and includes, but not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), 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 agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract, and (B) 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.

3.5.2. No Breach of Contract: The failure of a party to fulfil any of its obligations under the Contract 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:

- i. has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and
- ii. has informed the other party as soon as possible about the occurrence of such an event.
- iii. has informed the dates of commencement and estimated cessation of such event of Force Majeure; and
- iv. Informed the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Contract.

3.5.3. The Parties agree that neither Party shall be able to suspend or excuse the non-performance of its obligations hereunder unless such Party has given the notice specified above.

3.5.4. Measures to be taken:

- a. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- b. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- c. 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.

3.5.5. Extension of Time: 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 or any other reasons, which the client agrees.

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

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

3.5.7. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GC 9.

### 3.6. Suspension of Agreement

- The Client may, by written notice of suspension to the consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Contract or shall fail 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 breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Consultant of such notice of suspension.

## 4. Termination

4.1. 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 (f); at least sixty (60) calendar days' written notice in case of the event referred to in (g):

- a) if the Consultant fail to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 3.6;
- 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, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- d) if the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant clauses hereof;

- e) if the Consultant submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client. If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client;
- f) if the Consultant, in the judgment of the Client has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract;
- g) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

4.2. By the Consultants: The Consultants may terminate this Contract, by not less than thirty (30) day's' written notice to the Client, such notice to be given after the occurrence of the events specified in this clause:

- i. if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to relevant clauses hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue; or
- ii. if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- iii. within thirty (30) days, if the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant clauses hereof;

4.3. Cessation of Rights and Obligations: Upon termination of this Contract pursuant to actual Termination, or upon expiration of this Contract pursuant to relevant clause hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in relevant clause hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records, (iv) the rights of indemnity of the Client specified in the relevant clauses hereof and (v) any right which a Party may have under the Applicable Law.

4.4. Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to relevant clauses hereof, 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. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall handover all assignment documents under procedure described in this contract.

4.5. Payment upon termination: Upon termination of this Contract, the Client will make the following payments to the Consultants:

- i. Payments pursuant to relevant clauses for Services satisfactorily performed prior to the effective date of termination;
- ii. If the Contract is terminated pursuant to Clause 4.1 a), b), d), e) or f), the Consultant shall not be entitled to receive any agreed payments upon termination of the Contract. However, the Client may consider to make payment for the part satisfactorily performed on the basis of the quantum meruit as assessed by it, in its sole discretion, if such part is of economic utility to the Client. Under such circumstances, upon termination, the Client may also impose penalty as per the provisions of relevant clauses of this Contract. The consultant will be required to pay any such penalty to Client within 30 days of termination date.

4.6. Disputes about Events of Termination: If either Party disputes Termination of the contract under relevant clauses hereof, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration under relevant clauses hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

## 5. Obligations of the Consultants

5.1. General: The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or third parties. Since the Tamil Nadu Infrastructure Development Board is the nodal agency for development of Infrastructure in the State of Tamil Nadu, it must be continuously consulted, besides the Client, as a major stakeholder in the Project.

### 5.2. Conflict of interest

5.2.1. The Consultant shall hold the Client's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests. Any breach of an obligation under Clause 5 shall constitute a conflict of interest ("Conflict of Interest"). The Consultant shall comply and shall ensure the Sub-consultants and Affiliates of the foregoing comply with the provisions of Clause

5 and any breach of such an obligation shall constitute an event of default by the Consultant for the purposes of this Contract. The Consultant shall promptly disclose any Conflict of Interest to the Client. For the avoidance of doubt, the Consultant agrees that a disclosure of any Conflict of Interest shall not in any manner whatsoever be deemed to cure such Conflict of Interest.

5.2.2. Consultants Not to Benefit from Commissions, Discounts, etc.: The payment to the Consultants pursuant to relevant clauses hereof shall constitute the Consultant's sole payment in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants and agents of either of them, similarly shall not receive any such additional payment.

5.2.3. Consultants and Affiliates Not to Engage in Certain Activities: The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SC.

5.2.4. Prohibition of Conflicting Activities: Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- i. during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; and
- ii. after the termination of this Contract, such other activities as may be specified in the SC.

5.2.5. The Consultant 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 Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant 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.

5.2.6. Without prejudice to the rights of the Client under Clause 5.2.5 above and the other rights and remedies which the Client may have under this Agreement, if the Consultant is found by the Client to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Client to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

5.3. Confidentiality: The Consultants, their Sub-consultants, and the Personnel of either of them shall not, disclose any proprietary or confidential information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Client to the Consultant, its Sub-Contractors and the Personnel; any information provided by or relating to the Client, its technology, technical processes, business affairs or finances or any information relating to the Client's employees, officers or other professionals or suppliers, customers, or contractors of the Client; and any other information which the Consultant is under an obligation to keep confidential relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client. Notwithstanding the aforesaid, the Consultant, its Sub-Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- i. was in the public domain prior to its delivery to the Consultant, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub- Contractors and the Personnel of either of them;
- ii. was obtained from a third party with no known duty to maintain its confidentiality;
- iii. is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any

such disclosure, the Consultant, its Sub- Consultants and the Personnel of either of them shall give the Client, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and

- iv. is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub- Contractors or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub- Consultants or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

5.4. Reporting Obligations: The Consultants shall submit to the Client the reports and documents specified in ToR, in the numbers including soft copy, and within the periods set forth in this contract.

5.5. Documents Prepared by the Consultants to be the Property of the Client: All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultants pursuant to this contract shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC. The client has full rights for reproduction of documents.

5.6. Liability of the Consultants: Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be as provided by the Good Industry Practise/ Applicable Law.

5.7. Insurance to be taken out by the Consultants: The Consultants (i) shall take out and maintain, and shall cause any Sub consultants to take out and maintain, at their (or the Sub consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverages, as shall be specified in the Special Conditions (SC), and (ii) within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Client, copies of such policy certificates, copies of the insurance certificates and evidence that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Contract. (iii) if the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Client will apart from

having other recourse available under this Contract have the option without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultants, and the Consultants shall be liable to pay such amounts on demand by the Client. (iv) Except in case of Third Party Liabilities, the insurance policies so procured shall mention the Client as the beneficiary of the Consultants and the Consultants shall procure an undertaking from the insurance company in this regard, provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Contract and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Client as the sole beneficiary of the Consultant or require an undertaking to that effect.

5.8. This activity is financed by the World Bank and Bidders/Suppliers/Contractors/Consultants are required to comply with the applicable Guidelines (available at following link): <https://ppfdocuments.azureedge.net/3682.pdf>

## 6. Consultants' personnel

### 6.1. Description of Personnel

6.1.1. The titles agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultants' core team are described in this contract. The Key Personnel listed by title at Appendix B are hereby approved by the Client.

### 6.2. Removal and/or Replacement of Key Personnel

6.2.1. After award of contract the Client expects all the proposed Key Personnel to be available during implementation of the contract. The Client will not consider any substitution of Key Personnel except under compelling circumstances beyond the reasonable control of the Consultant such as retirement, death, medical incapacity among others, of Key Personnel.

#### 5.1.1 i) Until submission & acceptance of First Mid Term Report:

- Substitution shall be limited to a maximum of Two (2) Key Personnel other than Team Leader subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Client. Any subsequent substitution of key personnel would call for reduction of remuneration by 10% of the remuneration of the personnel so replaced for the remaining period.



- Requests by Consultant for replacement of Team Leader may be considered by the authority for situation beyond the reasonable control of the consultant and allowed based on merits of the case so determined by the Authority, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. The Authority may impose, at its discretion, reduction of remuneration of up to 20% of the applicable remuneration of the Team Leader for the remaining period. Inability of consultant to deploy Team Leader for the assignment will be grounds for termination by the Authority.
- Substitutions undertaken at the time of contract negotiations shall be counted while calculating the number of substitutions under this clause.
- The Client reserves the right to instruct the Consultant to replace the key personnel during negotiation/implementation stage. such replacement shall not be considered for reduction of remuneration.

5.1.2 ii) Third Annual Survey onwards till completion of contract:

- Substitution shall be limited to a maximum of two (2) times for each of the Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Client.
- Any subsequent substitution would call for reduction of remuneration by 10% of the remuneration of the personnel so replaced for the remaining period.
- If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

6.2.2. The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## 7. Obligations of the client

7.1. Assistance: Unless otherwise specified in the SC, the Client will use its best efforts to ensure that the Client will provide the Consultants, Sub-consultants and Personnel with authorisation letters as necessary to enable the Consultants, Sub consultants or Personnel to perform the Services:

7.1.1. issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

## **8. Payments to the consultants**

8.1. Payment terms: The total payment to Consultant including remuneration and other expenses shall not exceed the Contract Price and shall be a fixed lump sum fee including all staff costs, Sub-consultants' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services. In addition to these, any conditions mentioned in the SC shall also be applicable to this contract. The Contract Price may only be increased if the parties have agreed to additional payments in accordance with relevant clauses hereof.

8.2. Payment relating to a particular stage shall be done after approval of the respective stage report. No payment shall become eligible for the next stage until the Consultant completes to the satisfaction of the Client the work pertaining to the preceding stage.

8.3. Currency: The price is payable in local currency i.e., Indian Rupees.

8.4. Payment for Additional Services: For the purpose of determining the payments due for additional services as may be agreed under relevant clauses for modification in this contract, the payment for the activities will be finalised based on mutual agreement between the selected consultant and authority and as per procedure laid out under the Tamil Nadu Transparency in Tenders Act, 1998 and RULES 2000 and as amended there on. For this purpose, a breakdown of the lump-sum price is provided at Appendix D.

8.5. The Client shall pay the Consultant's invoices within the period specified in SC from the receipt of such itemized invoices or acceptance of the report/deliverable pertaining to the invoice by the Client, whichever is later.

8.6. Interest on Delayed Payments: If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GC 8.5, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SC.

## **9. Settlement of disputes**

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

9.2. Disputes Settlement: Any dispute between the Parties as to matters arising out of and relating to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provision specified in the SC.

## **10. Responsibility for accuracy of Assignment documents**

### **General**

10.1.1. The Consultant shall be responsible for accuracy of the Designs, drawings, estimate and all other details prepared by him as part of these services. He shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the Assignment. The Consultant will also be responsible for correcting, at his own cost and risk, the drawings including any re-survey/ investigations and correcting layout etc. if required during the execution of the Services.

10.1.2. The Consultant shall be fully responsible for the accuracy of plans and drawings. The Consultant shall indemnify the Client against any inaccuracy / deficiency in the designs and drawings noticed and the Client will bear no responsibility for the accuracy of the designs and drawings submitted by the Consultants.

## **11. Penalty**

11.1. Penalties for delay & deficiencies: Any delay & deficiencies on part of the Consultant may attract penalty provisions in the form of fines, up to a maximum amount of 10% of the Contract Value, and/or termination by the Client. For period exceeding beyond stipulated time period, due to failure on the part of consultant, the consultant may be liable to pay to the client penalty at the rate of 1% of the Contract Value per week of delay subject to maximum of 10% of the contract value.

11.2. Encashment and appropriation of Performance Security: The Client shall have the right to encash and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the consultant in the event of breach of this contract or for recovery of penalty specified in this Clause. In the event any portion of the Performance Security is appropriated by the client, then immediately following such appropriation, the consultant shall replenish the Performance Security within 1 (one) month of its appropriation, and in the event of default by the consultant, client shall have the right to take such steps as it may deem necessary, including termination of this contract.

## **12. Representation, warranties and disclaimer**

12.1. The Consultant represents and warrants to the Client that:

- a. it is duly organised, validly existing and in good standing under the applicable laws of its Country;
- b. it has full power and authority to execute, deliver and perform its obligations under this Contract and to carry out the transactions contemplated hereby;

- c. it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Contract;
- d. it has the financial standing and capacity to undertake the Assignment;
- e. this Contract constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- f. it is subject to laws of India with respect to this Contract and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- g. there are no actions, suits, proceedings, or investigations pending or, to the Consultant's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Consultant under this Contract or materially affect the discharge by the Consultant of its obligations under the Contract.
- h. no representation or warranty by the Consultant contained herein or in any other document furnished by it to the Client contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and,
- i. no sums, in cash or kind, have been paid or will be paid, by or on behalf of the Consultant, to any person by way of fees, commission or otherwise for securing the Contract or for influencing or attempting to influence any officer or employee of the Client in connection therewith.

### **13. Miscellaneous**

#### **13.1. Assignment and Charges**

13.1.1. The Contract shall not be assigned by the Consultant save and except with prior consent in writing of the Client, which the Client will be entitled to decline without assigning any reason whatsoever.

13.1.2. The Client is entitled to assign any rights, interests and obligations under this Contract to third parties.

13.2. Indemnity: The Consultant agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Consultant of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consultant including professional negligence or misconduct of any nature whatsoever in relation to Services

rendered to the Client; (c) any Services related to or rendered pursuant to the Contract (collectively “Indemnified matter”). As soon as reasonably practicable after the receipt by the Client of a notice of the commencement of any action by a third party, the Client will notify the Consultant of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Consultant from any liability which it may have to the Client or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise.

13.3. Governing Law and Jurisdiction: The Contract shall be construed and interpreted in accordance with and governed by the Applicable Law of India and subject to relevant clauses hereof and the SC, the Courts at Chennai, India shall have jurisdiction over all matters arising out of or relating to the Contract.

13.4. Waiver

13.4.1. Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations or under the Contract:

- i. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under the Contract;
- ii. shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and
- iii. shall not affect the validity or enforceability of the Contract in any manner.

13.4.2. Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of the Contract or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance or any variation or the relinquishment of any such right hereunder.

13.5. Survival: Termination of the Contract (a) shall not relieve the Consultant or the Client of any obligations hereunder which expressly or by implication survive Termination hereof, and (b) except as otherwise provided in any provision of the Contract expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

- 13.6. Notices: Unless otherwise stated, notices to be given under the Contract including but not limited to a notice of waiver of any term, breach of any term of the Contract and termination of the Contract, shall be in writing and shall be given by hand delivery, recognised courier, mail, e-mail, or facsimile transmission and delivered or transmitted to the Parties at their respective addresses specified in the SC. The notices shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognised courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by email, facsimile, when transmitted properly addressed to such telex number or facsimile number.
- 13.7. Severability: If for any reason whatever any provision of the Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under the Contract or otherwise.
- 13.8. No Partnership: Nothing contained in the Contract shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.
- 13.9. Language: All notices required to be given under the Contract and all communications, documentation and proceedings which are in any way relevant to the Contract shall be in the language specified in the SC.
- 13.10. Exclusion of Implied Warranties etc.: The Contract expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by any Party not contained in the Contract.
- 13.11. Agreement to Override Other Agreements: The Contract supersedes all previous agreements or arrangements between the Parties, including any memorandum of understanding entered into in respect of the contents hereof and represents the entire understanding between the Parties in relation thereto.
- 13.12. Counterparts: The Contract may be executed in two counterparts, each of which when executed and delivered shall constitute an original of the Contract.

## II. Special Conditions of Contract

The Special Conditions of Contract

The Special Conditions (SC) of contract contains number of amendments and supplements to clauses in the General Conditions of the Contract.

Clause No	Insertion
1.1 (f)	The contract price payable in Indian Rupees is _____ (exclusive of GST).
1.1 (j)	The Member in-charge is [name of consultant].
1.1(n)	<p>Performance security</p> <p>(i) The Consultant will furnish within fifteen (15) days of the issue of Letter of Award (LOA), an unconditional and irrevocable bank guarantee as Performance Security in the format given in “Annexure A” from a Scheduled Commercial Indian Bank for an amount equivalent to 5 (Five) percent of the total cost of Financial Proposal under this Assignment.</p> <p>(ii) The Client shall have the right to claim under the Performance Security and appropriate the proceeds if any of the following occur: the Consultant becomes liable to pay penalty. occurrence of any of the events listed in sub-clauses (a) through (f) of Clause 4.1 of the GC; any material breach of the terms hereof; and/or without prejudice to paragraph above, the Consultant fails to extend the validity of the Performance Security or provide a replacement Performance Security in accordance with the provisions of this Contract.</p>
1.4	The language is English.
1.5	The client address is [name, designation, telephone, facsimile, address].
1.5	The consultant address is [name, designation, telephone, facsimile, address].
1.7	The Authorized Representative for the client is [name, designation].
1.7	The Authorized Representative for the consultant is [name, designation].
1.8	<p>For domestic consultants/personnel and foreign consultants/personnel who are permanent residents in India The Consultants and the personnel shall pay the taxes, duties, fees, levies/expenses and other impositions levied under the existing, amended or enacted laws during life of this contract and the Client will perform such duties in regard to the deduction of such tax as may be lawfully imposed.</p> <p>&lt;GST shall be paid as per applicable rates.&gt;</p> <p>All other applicable taxes, levies, duties, etc., if any, shall be borne by Consultant.</p>
3.1	The date on which this Contract will come into effect is [date].

3.3.	< Insert Date of Expiration of Contract >
5.2.3	<p>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GC 5.2.3</p> <p>Yes</p>
5.2.4	< Insert Activities to be prohibited >
5.5	The Consultant shall not use this Assignment Data and Documents for purposes unrelated to this Contract without the prior written approval of the Client.
5.6	<p>Limitation of the Consultants' Liability towards the Client</p> <p>Except in case of negligence or wilful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:</p> <p>for any indirect or consequential loss or damage; and</p> <p>For any direct loss or damage that exceeds (i) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder, or (ii) the proceeds the Consultants may be entitled to receive from any insurance maintained by the consultants to cover such a liability, whichever of (i) or (ii) is higher.</p> <p>This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services, subject, however, to a limit equal to the Contract Value.</p> <p>this limitation on liability shall not apply to losses or damages caused by the Consultant's fraud or wilful misconduct and liability in this case shall be actual as determined by the Good Industry Practice/Applicable law.</p>
5.7	<p>Risks and coverage</p> <p>Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub consultants or their Personnel for the period of consultancy.</p> <p>Third Party liability insurance with a minimum coverage equivalent to the Contract value for the period of consultancy.</p> <p>Professional Liability Insurance: Consultants will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Consultant's negligence, breach in the performance of its duties under this Contract from an Insurance Company permitted to offer such policies in India, for a period of one year (s) beyond completion of</p>



	<p>Consultancy Services commencing from the Effective Date, (i) For an amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder or (ii) the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (i) or (ii) is higher The indemnity limit in terms of “Any One Accident” (AOA) and “Aggregate limit on the policy period” (AOP) should not be less than the amount of contract value. In case of Consortium, the Lead Member shall ensure that the sum total of insurance of individual partners shall be as per the requirements of the contract.</p> <p>Employer’s liability and workers’ compensation insurance shall be in respect of the Personnel of the Consultants and of any Sub consultant, in accordance with the relevant revisions 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; and all insurances and policies should start from the date of commencement of services and remain effective as per relevant requirements of contract agreement.</p> <p>Any other insurance that may be necessary to protect the Client, its employees and its assets (against loss, damage or destruction, at replacement value) including rioting and all Force Majeure Events that are insurable.</p>			
8.1	S.No	Stage of Report	Timeline (In Weeks)	Payment (%)
9.2	<p>Dispute settlement: If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this Contract, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by arbitration. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the parties. In case of failure of the parties to mutually agree on the name of a sole arbitrator, the arbitral tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator. The seat of arbitration shall be Chennai and the arbitration shall be conducted in the English language. The Arbitration and Conciliation Act, 1996 shall govern the arbitral proceedings. The award rendered by the arbitral tribunal shall be final and binding on the parties. The amount payable per arbitrator in arbitration case shall be as per Arbitration council rules and</p>			

	procedures.
13.2	The Consultant shall, subject to the provisions of the Contract, indemnify the Client for an amount not exceeding the value of the Contract for any direct loss or damage that is caused due to any deficiency in services.

**Annexure A**

**FORMAT OF PERFORMANCE SECURITY DEPOSIT BANK GUARANTEE**

{ Guarantor letterhead or SWIFT identifier code }

(To be stamped in accordance with Stamp Act If any, of the Country of the issuing Bank)

Bank Guarantee No.....

Date.....

To

In consideration of \_\_\_\_\_ (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 [name of consultants] a [type of company], established under laws of [country], having its office at ..... (hereinafter referred as the “Consultant” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), an Assignment for \_\_\_\_\_ [name of assignment] vide the Client’s Letter of Award no. .... Dated ..... and the Contract to be executed for Rs. .... (Rupees .....), (hereinafter referred to as the “Contract of Consultancy services for \_\_\_\_\_) and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. .... (Rupees ..... ) to the Client for performance of the said Contract.

We [Name of Bank] incorporated under [law and country] having its Head Office at [address](hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the Client immediately on demand an or, all monies payable by the Consultant to the extent of Rs. [amount in figure and words] as aforesaid at any time up to [date] without any demur, reservation, contest, recourse or protest and/ or without any reference to the Consultant. Any such demand made by the Client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Contract by the Consultant nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the contract or other documents. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Client and the Consultant any

other course or remedy or security available to the client. The Bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the client may have in relation to the Consultant's liabilities.

This Guarantee shall be irrevocable and shall remain in full force and effect until discharge by the Bank of all its obligations hereunder.

This Guarantee shall not be affected by any change in the constitution or winding up of the Consultant /the Bank or any absorption, merger or amalgamation of the Consultant /the bank with any other Person.

Notwithstanding anything contained herein above our liability under this guarantee is limited to Rs. [amount in figure and words] and it shall remain in force up to and including [date] and shall extend from time to time for such period(s), as may be desired by M/s [name of consultant] on whose behalf this guarantee has been given. Date this [date in words] day [month] of [year in 'yyyy' format] at [place].

WITNESS

1. [signature, name and address]
2. [signature, name and address]

[Official Address]

Designation

[With Bank Stamp]

Attorney as Per Power of Attorney No.

Dated

Strike out, whichever is not applicable.

The date will be fixed as indicated in SC