



**Tamil Nadu Urban Finance and Infrastructure
Development Corporation Limited**

(A Government of Tamil Nadu Undertaking)

No.490/1-2, Anna Salai, Nandanam, Chennai – 600 035

Phone No: 044-24329800, 24329801

Fax: 044 – 24350814

E-mail: tufidcopw@gmail.com

NOTICE INVITING TENDER

Lr.No.TUFIDCO/SCM/1152/AM-B/16

Date: 17.03.2017

**Invitation of Bids for appointment of Programme Management
Consultants**

The Government of Tamil Nadu has proposed to implement various projects under Smart Cities Mission in Madurai, Thanjavur and Vellore Smart Cities through the Special Purpose Vehicles [SPVs] namely Madurai Smart City Limited, Thanjavur Smart City Limited, Vellore Smart City Limited

On behalf of the above SPVs, TUFIDCO invites bid from eligible and willing firms for proving the following Consultancy services to the concerned SPV for implementation of projects identified under Smart City Proposals.

1. Programme Management Consultant for Smart City Limited for implementation of Smart City Projects in Madurai, Thanjavur and Vellore

The bid document for the above assignments may be downloaded free of cost from the websites: <http://www.tenders.tn.gov.in>, <http://cma.tn.gov.in>, www.tufidco.in from 17.03.2017onwards.

Last date and time for submission of bids: **3:00 pm on 17.04.2017**

Any clarification in this regard may be obtained from Dr.R.Murugan, Deputy General Manager, TUFIDCO, Chennai. Contact No: 044-24329800, 24329801.

Chairman and Managing Director



REQUEST FOR PROPOSAL

Particulars	Details
Client	Tamilnadu Urban Finance and Infrastructure Development Corporation (TUFIDCO)
Project Name	Implementation of Smart City Proposal
Assignment Name	Appointment of Programme Management Consultant for the Implementation of Smart City Projects in Madurai, Thanjavur and Vellore
Document Issue Date	17.03.2017
Document Number	TUFIDCO/SCM/1152/AM-B/16 (CH)

Tamilnadu Urban Finance and Infrastructure Development Corporation,
490, Anna Salai, Nandanam, Chennai-35.
Phone: 044 - 24329800,801,802
Fax: 044 - 24350814

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DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Consultants, 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 Consultants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Consultants or any other person. The purpose of this RFP is to provide interested Consultants with information that may be useful to them in the formulation of their Proposals 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 Consultant 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 Consultant 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.

Information provided in this RFP to the Consultants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirement 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.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Consultant 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.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Consultant upon the statements contained in this RFP.

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.

The issue of this RFP does not imply that the Authority is bound to select a Consultant or to appoint the Selected Consultant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Consultants 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 correlating to its Proposal. All such costs and expenses will remain with the Consultant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Consultant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Section 1. Letter of Invitation

RFP No. TUFIDCO/SCM/1152/AM-B/16 (CH)25/11/2016

Title of the Consulting Services: Appointment of Programme Management Consultant for the Implementation of the Smart City Projects in Madurai, Thanjavur and Vellore

Dear Mr. /Ms.:

1. The Madurai, Thanjavur, Vellore Smart City Limited (hereinafter called “Authority”) is implementing Smart City Proposals under Smart City Mission.
2. The Client now invites proposals to provide the following consulting services (hereinafter called “Services”): Appointment of Programme Management Consultant for the Implementation of the Smart City Projects in Madurai, Thanjavur and Vellore. More details on the Services are provided in Section 8. Terms of Reference.
3. It is not permissible to transfer this invitation to any other firm.
4. A firm will be selected under Least Cost Selection (LCS) and in a Proposal format as described in this RFP.
5. Consultants are advised that the selection of Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority’s decisions are without any right of appeal whatsoever.
6. The bids shall be accepted through Physical form as described in this RFP.
7. The Bid will be rejected in case the Consultant has submitted the conditional bid and/or the specifications of the terms to be supplied are not complied with RFP

8. The Consultants will submit the proposal by the date & time indicated in Data Sheet and the instructions to the Consultants called project specific information
9. The RFP includes the following documents:
 - Section 1 – Letter of Invitation
 - Section 2 – Instructions to Consultants and Data Sheet
 - Section 3 – Qualification Documents & Technical Proposal - Standard Forms
 - Section 4 – Financial Proposal - Standard Forms
 - Section 5 – Eligible Countries
 - Section 6 – Corrupt and Fraudulent Practices
 - Section 7 – Miscellaneous
 - Section 8 – Terms of Reference
 - Section 9 – Standard Forms of Contract

Yours sincerely,

Chairman and Managing Director
TUFIDCO

Section 2. Instructions to Consultants and Data Sheet

A. General Provisions

1. Definitions	<ul style="list-style-type: none"> (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant. (b) “Applicable Law” means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time. (c) “CBUD” means Capacity Building for Urban Development (d) “CEO” means the Chief Executive Officer of the Madurai, Thanjavur, Vellore Smart City Limited. (e) “Client” means Chief Executive officer of Madurai Smart City Limited, Vellore Smart City Limited and Thanjavur Smart City Limited the implementing agency that signs the Contract for the Services with the selected Consultant. (f) “Consultant” means a legally-established professional consulting firm or an entity who submit their proposal that may provide or provides the Services to the Client under the Contract. (g) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices). (h) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC. (i) “Day” means a calendar day. (j) “Personnel” means, collectively, Key Personnel, Non-Key Personnel, or any other personnel of the Consultant). (k) “GOTN” means the Government of Tamilnadu (l) “GoI” means the Government of India.
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	<ul style="list-style-type: none">(m) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.(n) “Key Expert(s)” means an individual professional (Expert Pool, and Deputy Team Leader) whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.(o) “(p) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provide the Consultants with all information needed to prepare their Proposals.(q) “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the Consultants.(r) “MoUD” means Ministry of Urban Development(s) “Module” means group of projects(t) “Non-Key Expert(s)” means an individual professional and support staff provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part there of under the Contract and whose CVs are not evaluated individually.(u) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.(v) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SRFP.(w) “SRFP” means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
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	<p>(y) “Services” means the work to be performed by the Consultant pursuant to the Contract.</p> <p>(z) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.</p> <p>(aa) “SPV” means Special Purpose vehicle (bb) “TORs” (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.</p>
<p>2. Introduction</p>	<p>2.1 The Client named in the Data Sheet intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.</p> <p>2.2 The Consultants are invited to submit a Qualification Documents, Technical Proposal and a Financial Proposal, as specified in the Data Sheet, for consulting services required for the assignment named in the DataSheet. The Proposal will be the basis for negotiating (except financials) and ultimately signing the Contract with the selected Consultant.</p> <p>2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-bid meeting if one is specified in the Data Sheet. Attending any such pre-bid meeting is optional and is at the Consultants’ expense. If any such pre-bid meeting is organized, a maximum of two personnel can attend the meeting on behalf of each Consultant</p> <p>2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the DataSheet.</p>

<p>2. Conflict of Interest</p>	<p>3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work</p> <p>3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the SPV</p> <p>Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below</p>
<p>a. Conflicting activities</p>	<p>(i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.</p>
<p>b. Conflicting assignments</p>	<p>(ii) <u>Conflict among consulting assignments</u>: a Consultant (including its Personnel and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.</p>
<p>4. Unfair Competitive Advantage</p>	<p>4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the Data Sheet and make available to all Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.</p>

<p>5. Corrupt and Fraudulent Practices</p>	<p>5.1 The Client requires compliance in regard to corrupt and fraudulent practices as set forth in Section6.</p> <p>5.2 In further pursuance of this policy, Consultant shall permit and shall cause its agents, Personnel, Sub-consultants, sub-contractors, services providers, or suppliers to permit the client to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Client.</p>
<p>6. Eligibility</p>	<p>6.1 The Client permits consultants (individuals and firms from all countries to offer consulting services.</p> <p>6.2 Furthermore, it is the Consultant’s responsibility to ensure that its Personnel, agents (declared or not), service providers, suppliers and/or their employees meet the eligibility requirements as established by the client.</p>
<p>B. Preparation of Proposals</p>	
<p>7. General Considerations</p>	<p>7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.</p>
<p>8. Cost of Preparation of Proposal</p>	<p>8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to</p>
<p>9. Language</p>	<p>9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client shall be written in the language(s) specified in the DataSheet.</p>
<p>10. Documents Comprising the Proposal</p>	<p>10.1 The Proposal shall comprise the documents and forms listed in the DataSheet.</p> <p>10.2 If specified in the Data Sheet, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country’s laws against fraud and corruption (including bribery).</p> <p>10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section4).</p>

<p>11. Only One Proposal</p>	<p>11.1 The Consultant shall submit only one Proposal, either in its own name. If a Consultant submits or participates in more than one proposal, all such proposals shall be disqualified and rejected.</p>
<p>12. Proposal Validity</p>	<p>12.1 The Data Sheet indicates the period during which the Consultant’s Proposal must remain valid after the Proposal submission deadline.</p> <p>12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Personnel, the proposed rates and the total price.</p> <p>12.3 If it is established that any Key Expert nominated in the Consultant’s Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 5 of this ITC.</p>
<p>a. Extension of Validity Period</p>	<p>12.4 The Client will make its best effort to complete the negotiations within the proposal’s validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals’ validity.</p> <p>12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Personnel.</p> <p>12.6 The Consultant has the right to refuse to extend the validity of its Proposal after (120 days) in which case such Proposal will not be further evaluated.</p>
<p>b. Substitution of Key Personnel (Expert Pool, ResourcePool and Deputy TeamLeader) at Validity Extension</p>	<p>12.7 If any of the Key Personnel become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.</p> <p>12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected by the Client.</p> <p>12.9 The replacement of the consultant during the project duration shall be as indicated in the DataSheet.</p>
<p>c. Sub-Contracting</p>	<p>12.10 The Consultant shall not subcontract whole of the Services.</p>

<p>13. Clarification and Amendment of RFP</p>	<p>13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the DataSheet before the Proposals’ submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client’s address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means, and will upload the response (including an explanation of the query but without identifying its source) or the clarifications shall be uploaded on the client’s website. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:</p> <p>a) At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendments shall be uploaded on the clients website and will be binding on them. The Consultants shall up date themselves by visiting the client’s website regularly, for not being updated by the Consultants themselves, Client bears no responsibility.</p> <p>b) If the amendment is substantial, the Client may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.</p> <p>13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.</p>
<p>14. Preparation of Proposals – Specific Considerations</p>	<p>14.1 While preparing the Proposal, the Consultant must give particular attention to the following:</p> <p>a) The Client may indicate in the Data Sheet the estimated Key Personnel’ time input (expressed in person-month) or the Client’s estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant’s own estimates for the same.</p> <p>b) If stated in the Data Sheet, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the Data Sheet) of Key Personnel, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the DataSheet.</p>

	<p>c) For assignments under the Fixed-Budget selection method, the estimated Key Personnel' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the DataSheet, and the Financial Proposal shall not exceed this budget.</p>
<p>15. Qualification Documents, Technical Proposal Format and Content</p>	<p>15.1 The Qualification Documents and Technical Proposal shall not include any financial information. A Qualification Documents and Technical Proposal containing material financial information shall be declared non-responsive. 15.1.1 Consultant shall not propose alternative Key Personnel. Only one CV shall be submitted for each Key Expert position as indicated in the TOR. Failure to comply with this requirement will make the Proposal non-responsive.</p> <p>15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the Data Sheet and using the Standard Forms provided in Section 3 of the RFP.</p>
<p>16. Financial Proposal</p>	<p>16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Personnel and Non-Key Personnel, (b) reimbursable expenses indicated in the DataSheet.</p>
<p>a. Price Adjustment</p>	<p>16.2 Deleted.</p>
<p>b. Taxes</p>	<p>16.3 The Consultant and its Sub-consultants and Personnel are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in the Client's country is provided in the Data Sheet.</p>
<p>c. Currency of Proposal</p>	<p>16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the national currency.</p>
<p>d. Currency of Payment</p>	<p>16.5 Payment under the Contract shall be made in the currency of client's country.</p>
<p>17. Earnest money Deposit</p>	<p>17.1 An EMD amount as indicated in the Data Sheet in the form of demand draft (DD) drawn in favour of the client name indicated in the Data Sheet and payable at place as mentioned in the Data Sheet, must be submitted along with the Proposal.</p>

	<p>17.2 Proposals not accompanied by EMD shall be rejected as non-responsive.</p> <p>17.3 No interest shall be payable by the Client for the sum deposited as earnest money deposit.</p> <p>17.4 The EMD of the unsuccessful bidders would be returned back within one month of signing of the contract.</p> <p>17.5 The EMD of the successful bidder would retained by the Authority as part of Performance Security. The successful bidder shall provide additional amount equal to the difference between the EMD and the Performance Security as Performance Security.</p>
<p>18. The EMD shall be forfeited by the Client in the events</p>	<p>181 If Proposal is withdrawn during the validity period or any extension agreed by the consultant there of.</p> <p>182 If the Proposal is varied or modified in a manner not acceptable to the Authority after opening of Proposal during the validity period or any extension thereof.</p> <p>183 If the consultant tries to influence the evaluation process.</p> <p>184 If the First ranked consultant withdraws his proposal during negotiations (failure to arrive at consents us by both the parties shall not be construed as withdrawal of proposal by the consultant).</p>
<p>19. Bid documents and Processing Fees</p>	<p>Deleted</p>
<p>C. Submission, Opening and Evaluation</p>	

<p>20. Submission, Sealing, and Marking of Proposals</p>	<p>20.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission shall be physically (hard Copy) as well as online.</p> <p>20.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for the Qualification Documents, Technical Proposal and the Financial Proposal and shall initial all pages as required. The authorization shall be in the form of a written power of attorney attached to the Qualification Documents Proposal</p> <p>20.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.</p> <p>20.4 The signed Proposal shall be marked “Original”, and its copies marked “Copy¹” as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>20.5 The original and all the copies of the Technical proposal shall be placed inside of a sealed envelope clearly marked “Technical Proposal”, “Appointment of Programme Management Consultant for the Implementation of Smart City Projects”, reference number, name and address of the Consultant, and with a warning “Do Not Open until <i>[insert the date and the time of the Technical Proposal submission deadline]</i>.”</p> <p>20.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked “Financial Proposal” followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning “Do Not Open With The Technical Proposal.”</p> <p>20.7 The sealed envelopes containing the Qualification Documents, Technical and Financial Proposals shall be placed into one outer envelope and sealed (physically as well as digitally as applicable). This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “Do Not Open Before <i>[insert the time and date of the submission deadline indicated in the DataSheet]</i>”.</p> <p>20.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.</p>
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	<p>20.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.</p> <p>20.4 The signed Proposal shall be marked “Original”, and its copies marked “Copy¹” as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>20.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked “Technical Proposal”, “Appointment of Programme Management Consultant for the Implementation of Smart City Projects”, reference number, name and address of the Consultant, and with a warning “Do Not Open until <i>[insert the date and the time of the Technical Proposal submission deadline]</i>.”</p> <p>20.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked “Financial Proposal” followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning “Do Not Open With The Technical Proposal.”</p> <p>20.7 The sealed envelopes containing the Qualification Documents, Technical and Financial Proposals shall be placed into one outer envelope and sealed (physically as well digitally as applicable). This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “Do Not Open Before <i>[insert the time and date of the submission dead line indicated in the DataSheet]</i>”.</p> <p>20.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.</p> <p>20.9 The Proposal or its modifications must be sent to the address indicated in the DataSheet and received by the Client no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification</p>
<p>21. Confidentiality</p>	<p>21.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Qualification Documents, Technical and/or Financial Proposal. Information relating to</p>

¹ Copy means photo copy(ies) of the original proposal.

	<p>the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.</p> <p>21.2 Any attempt by Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.</p> <p>21.3 Notwithstanding the above provisions, from the time of the Proposals’ opening to the time of Contract award publication, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.</p>
<p>22. Performance Security</p>	<p>221 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority’s any other right or remedy here under or in law or otherwise, its Performance Security in the form of bank guarantee shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, <i>inter alia</i>, 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:</p> <ul style="list-style-type: none"> (a) If an Applicant engages in any of the Prohibited Practices specified in Clause 5 of this RFP; (b) If the Applicant is found to have a Conflict of Interest as specified in Clause 3 of this RFP; and (c) if the selected Applicant commits a breach of the Agreement. <p>222 An amount equal to 2% (two percent) of the agreement value shall be deemed to be the Performance Security for the purposes of this Clause 22, which may be forfeited and appropriated in accordance with the provisions hereof.</p>
<p>23. Opening of Technical Proposals</p>	<p>23.1 The Client’s evaluation committee shall conduct the opening of the Qualification Documents & Technical Proposals in the presence of the Consultants’ authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet. The envelopes</p>

	<p>Financial Proposal shall remain sealed until they are opened in accordance with Clause 26 of the ITC.</p> <p>23.2 At the opening of the Qualification Documents Proposals the following shall be readout:</p> <p>23.3 the name and the country of the Consultant</p> <p>23.4 the presence or absence of a duly sealed envelope with the Financial Proposal;</p> <p>23.5 any modifications to the Proposal submitted prior to proposal submission deadline; and</p> <p>23.6 any other information deemed appropriate or as indicated in the DataSheet.</p>
<p>24. Proposals Evaluation</p>	<p>24.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Qualification Documents and Technical Proposals shall have no access to the Financial Proposals until the Qualification Documents & technical evaluation is concluded.</p> <p>24.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Qualification documents, Technical and Financial Proposals.</p>
<p>25. Evaluation of Qualification Documents and Technical Proposals</p>	<p>25.1 The Client's evaluation committee shall evaluate the Qualification Documents and Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Firstly each responsive proposal's Qualification Documents shall be evaluated. The Consultants whosoever qualifies in the Qualification Documents their technical proposals shall be evaluated. Each qualified proposal in Qualification Documents will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.</p>
<p>26. Financial Proposals for QBS</p>	<p>26.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.</p> <p>26.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed</p>

<p>27. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)</p>	<p>27.1 After the technical evaluation is completed, the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant’s overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will not be opened online. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant’s attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the DataSheet) is optional and is at the Consultant’s choice.</p> <p>27.2 The Financial Proposals shall be opened by the Client’s evaluation committee at the date and time in the presence of the representatives of those Consultants whosoever shall be present and whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and/or uploaded on the Client’s website.</p> <p>27.3 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</p>
<p>28. Correction of Errors</p>	<p>28.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.</p>
<p>a. Time-Based Contracts</p>	<p>a) If a Time-Based contract linked with performance form is included in the RFP, the Client’s evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount(sub-total)and the total amount, or (ii) between the amount derived by</p>

	<p>multiplication of unit price with quantity and the total price, or (iii) between words and figures, the least will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client’s evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.</p>
29. Taxes	29.1 The Client’s evaluation of the Consultant’s Financial Proposal shall exclude taxes and duties in the Client’s country in accordance with the instructions in the
30. Conversion to Single Currency	30.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.
31. Combined Quality and Cost Evaluation	
a. Quality- and Cost-Based Selection (QCBS)	31.1 Not Applicable
D. Negotiations and Award	
32. Negotiations	<p>321 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant’s representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.</p> <p>322 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant’s authorized representative.</p>
a. Availability of Key Personnel	<p>323 The invited Consultant shall confirm the availability of all Key Personnel included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Personnel’ availability may result in the rejection of the Consultant’s Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.</p> <p>324 Notwithstanding the above, the substitution of Key Personnel at the negotiations may be considered if due</p>

	<p>circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.</p>
<p>b. Technical negotiations</p>	<p>32.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client’s inputs, the special conditions of the Contract, and finalizing the “Description of Services” part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.</p>
<p>c. Financial negotiations</p>	<p>326 The negotiations include the clarification of the Consultant’s tax liability in India and how it should be reflected in the Contract.</p> <p>327 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.</p>
<p>33. Conclusion of Negotiations</p>	<p>33.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant’s authorized representative.</p> <p>33.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.</p>
<p>34. Award of Contract</p>	<p>341 After completing the negotiations the Client shall sign the Contract; publish the award information as per the instructions in the Data Sheet; and promptly notify the other technically qualified Consultants or upload the detail on the website.</p> <p>342 The Consultant is expected to commence the assignment on the date and at the location specified in the DataSheet.</p>

Instructions to Consultants

E. Data Sheet

A. General	
2.1	Name of the Client: Tamilnadu Urban Finance and Infrastructure Development Corporation
	Method of selection: Least Cost Selection
2.2	Financial Proposal to be submitted together with Qualification Documents and Technical Proposal: Yes The name of the assignment is: Appointment of Programme Management Consultant for the Implementation of Smart City Projects in Madurai, Thanjavur and Vellore
2.3	A pre-bid meeting will be held: Yes Date of pre-proposal conference: 27.03.2017 Time: 03:30 PM The contact information for requesting clarifications is: Tamilnadu Urban Finance and Infrastructure Development Corporation, 490, Anna Salai, Nandanam, Chennai-35. Phone : 044 - 24329800,801,802 Fax: 044 - 24350814 E-Mail: tufidcopw@gmail.com Contact person/:Dr.R.Murugan, Deputy General Manager, TUFIDCO, Chennai.
2.4	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: Smart City Proposal of Madurai, Thanjavur and Vellore City can be downloaded from government of India's Smart City website http://smartcities.gov.in/winningCity1.aspx Clarifications may be requested as per Clause 2.12 of Data Sheet
B. Preparation of Proposals	
2.5	This RFP has been issued in the English language. Proposals shall be submitted in English Language. All correspondence exchange shall be in English Language. No 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 all the relevant passages in English by approved/authorized/licensed translator, in which case, for all purposes of

	interpretation of the Proposal, the translation in English shall prevail.
2.6	<p>The Pre-Qualification shall comprise the following:</p> <ul style="list-style-type: none"> (i) Qualification Documents (Envelope-A) 1st Inner Envelope (ii) Letter of Submission of Proposal (iii) Power of Attorney to sign the Proposal (iv) Financial Qualification Forms (v) Technical Qualification Forms (vi) Affidavit Certifying that Consultant (Consulting Firm)/ Director(s) of Consulting Firm are not blacklisted. (vii) Demand Draft for EMD.
2.7	<p>The Proposal shall comprise the following</p> <p>For FULL TECHNICAL PROPOSAL (FTP):</p> <p>2nd Inner Envelope (Envelop-B)</p> <ul style="list-style-type: none"> (1) TECH-1 (2) TECH-2 (3) TECH-3 (4) TECH-4 (5) TECH-5 (6) TECH-6 (7) TECH-7 (8) TECH-8 AND <p>3rd Inner Envelope with the Financial Proposal (if applicable):</p> <ul style="list-style-type: none"> (1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN - 4
2.8	Statement of Undertaking is required : No
2.9	Joint venture (JV) Not Allowed
2.10	Proposals must remain valid for 90 (Ninety Days) calendar days after the proposal submission deadline.
2.12	<p>Clarifications may be requested not later than 01 (one) day prior to the pre-bid meeting date.</p> <p>The contact information for requesting clarifications is</p> <p>Tamilnadu Urban Finance and Infrastructure Development Corporation, 490, Anna Salai, Nandanam, Chennai-35. Phone : 044 - 24329800,801,802 Fax: 044 - 24350814 E-Mail: tufidcopw@gmail.com Contact person: Dr.R.Murugan, Deputy General Manager, TUFIDCO, Chennai</p>
2.14	The format of the Technical Proposal to be submitted is: Full Technical proposal (FTP).

	Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.
2.16	Deleted
2.17	A price adjustment provision applies to remuneration rates: No
2.18	Amount payable by the Client to the Consultant under the contract to be subject to local taxation: Yes The Client will - reimburse the Consultant for indirect local taxes including service tax and duties mentioned in the Financial Proposal - Yes - reimburse the Consultant income tax paid in India on the remuneration for services provided by the non-resident staff of the consultant – No
2.19	The Financial Proposal shall be stated in the following currencies: Consultant may express the price for their Services in Indian currency.
2.20	An EMD of INR. 5,00,000/- (Indian Rupees Five Lakh only) in the form of DD or BG from a Nationalized bank in India and drawn in favour of the Madurai Smart City Limited and payable at Madurai, must be submitted along with the Proposal. An EMD of INR. 5,00,000/- (Indian Rupees Five Lakh only) in the form of DD or BG from a Nationalized bank in India and drawn in favour of the Thanjavur Smart City Limited and payable at Thanjavur must be submitted along with the Proposal. An EMD of INR. 5,00,000/- (Indian Rupees Five Lakh only) in the form of DD or BG from a Nationalized bank in India and drawn in favour of the Vellore Smart City Limited and payable at Vellore must be submitted along with the Proposal.
2.21	Deleted
C. Submission, Opening and Evaluation	
2.22	The Consultants shall submit their Proposals Physically (Hard Copy) only as per clause 2.23 of the data Sheet. The proposals shall be submitted physical only as indicated above. a) The original proposal, both technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be submitted as per the formats provided in the RFP. b) An authorized representative of the Consultants shall initial all pages of the original Technical Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign. The Technical Proposal shall be submitted in Physical form in original and the electronic copy of the original shall be submitted in the form of CD or in

	<p>pendrive. The signed Technical Proposal shall be marked “ORIGINAL”. The financial Proposal shall be submitted separately.</p> <p>c) The original Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL” followed by the name of the Assignment/job. The envelopes containing the Technical Proposals, EMD, power of authority shall be placed into an outer envelope and sealed physically as well as digitally as applicable. The technical proposal, EMD, power of authority, document fee and processing fee shall be submitted in Physical form (hard copy) along with 1 copies and scanned copy of the technical proposal and EMD, power of authority shall be submitted offline along with the proposal. This outer envelope of the physical submission shall bear the submission address, name of assignment/reference number be clearly marked “DO NOT OPEN, BEFORE [insert the time and date of the opening indicated in the Data sheet/key dates]”. The Authority shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted online digitally sealed, this will constitute grounds for declaring the Proposal non-responsive.</p> <p>d) The Proposals must be sent to the address/addresses indicated in the Data sheet and received by the Authority no later than the time and the date indicated in the Data sheet, or any extension to this. Any proposal received by the Authority after the deadline for submission shall be returned unopened.</p>
2.23	<p>The Consultant must submit the following: Physical Submission: One Original and Three copies of Pre-Qualification and Technical Proposal And one Financial proposal</p>
2.24	<p>The Proposals must be submitted no later than: Date:17.04.2017 Time:3:00 PM [warning marking [“Do not open....”] in the outer sealed envelope]</p> <p>The Proposal submission address is: [Physical Submission]</p> <p>Tamilnadu Urban Finance and Infrastructure Development Corporation, 490, Anna Salai, Nandanam, Chennai-35. Phone : 044 - 24329800,801,802 Fax: 044 - 24350814 E-Mail: tufidcopw@gmail.com Contact person:Dr.R.Murugan, Deputy General Manager, TUFIDCO, Chennai.</p>
2.25	<p>An online option of the opening of the Technical Proposals: Not applicable The opening shall take place at:</p>

	Same as the Proposal submission address” Date:17.04.2017 Time:03:30 PM.			
2.26	Pre-Qualification Documents (Envelop A): 1. Registration: a) The Consultant shall be an entity incorporated under the Indian Companies Act 1956/2013 or incorporated under equivalent law abroad or the Consultant should be a firm/LLP and should submit registration /incorporation under the governing legislation. The Consultant shall be required to submit a true copy of its Incorporation Certificate along with the Proposal. b) Consultant must have a valid service tax registration in India. The Consultant shall be required to submit relevant proof along with the Proposal. 2. Financial Eligibility : a) Company should have minimum Average Annual Turnover of Indian Rupees (INR) 100 (Hundred) Crore in the last three financial years 2013-14, 2014-15 and 2015-16.			
2.27	Technical Proposal (Envelop B): Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:			
2.28	No.	Details of experience	Sub criteria	Score
	1	Experience of preparing Smart City proposal and getting selected in Round 1,2& in Fast Track of smart city challenge:		15 Marks
		a) One City	5 marks	
		b) Two cities	10 marks	
		c) Three cities	15 Marks	
	2	Experience of providing PMU support for urban infrastructure sectors at State level		10 Marks
		One Year	05 Marks	
		Two years	07 Marks	
		More than Two years	10 Marks	
	3	Experience in PMU for JnNURM/ SMART CITY/ and AMRUT Cities at State Level		5 Marks
	4	Experience in completing PPP projects, in any infrastructure sector of minimum Rs. 30 Crores in single project(<i>projects where LoI for developer issued / concession agreement executed between parties</i>)		10 Marks

Appointment of Programme Management Consultant to Support CSCL in Implementation of Smart City Projects for
Madurai, Thanjavur and Vellore

		Up to Three projects	3 Marks	
		Between Three to Five projects	5 Marks	
		More than Five projects	10 Marks	
	5	Experience in proof checking / project appraisal of DPR for various urban infrastructure projects such as Non-Motorized Transport (Project Cost at least Rs.10 Cr) / Multi-Level Car Parking (Project Cost at least Rs. 20 Cr) / Sewerage/ water supply / roads/SWM /SWD)(each project cost of at least Rs. 100 Crores) Maximum two projects in each sectors only will be considered)		10 Marks
		Up to Three projects	3 Marks	
		Between Three to Five projects	5 Marks	
		More than Five projects	10 Marks	
	6	Experience in arranging finances for State level undertakings/ State financial institutions in last 5 financial years ending on 31st March, 2016 for urban infrastructure projects. Funds mobilized of		10 Marks
		Up to 200 Crores	05 Marks	
		Between 200-500 Crores	07 marks	
		More than 500 Crores	10 marks	
	7	Capability, Experience and Qualifications of key personnel as per tender requirements (Separate Team for each cities)		40 Marks
		Madurai, Thanjavur and Vellore		40 Marks
		Team Leader & Urban Management Expert	13 Marks	
		Urban Infrastructure Expert	9 Marks	
		Transportation Specialist	9 Marks	
		PPP & Procurement and Contracts Expert	9 Marks	
	If the consultant is willing to submit proposal for all the cities, then the consultant has to submit one technical proposal with different team composition indicated in clause 2.28 in Data Sheet with two separate sealed financial proposals.			
2.59	For all the above positions General qualifications (education, training, and experience): 20% Adequacy for the Assignment (relevant experience in the sector/similar assignments): 75% Proficiency in Tamil Language – 5% Total weight 100%			

	<p>Total points for the criteria: 100</p> <p>The minimum technical score (St) required to pass is: 70</p>
2.30	An online option of the opening of the Financial Proposals is offered: No
2.30 a)	"The Client will select the Consultant quoted the lowest cost among those that passed the minimum technical score " Further, as quality is the principal selection criterion, the TUFIDCO does not bind itself in any way to select the firm offering the lowest price
2.30 b)	<p>Public Opening and Evaluation of Financial proposals</p> <p>After the evaluation of Technical Proposal is completed, the Client shall notify only those consultants whose proposals have been short-listed of the same and the date and time for opening of financial proposals.</p> <p>The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical scores, and the proposed amount shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.</p> <p>The Consultancy Evaluation & Review Committee will determine whether the Financial Proposals are complete, (i.e., whether they have costed all items of the corresponding Technical Proposals, if not the client will cost them and add their cost to the initial price), correct any computational errors, etc.</p> <p>The Consultant who has bid the lowest amount (L1) will be invited for discussions/ negotiations / clarifications for the purpose of signing a Contract Agreement. Maximum one city will be awarded to a consultant. If the quote of a particular consultant is low in more than a city, right to select one city will be given to that particular consultant. The next L-2 consultant may be offered to work on the other city on the rate quoted by L-1 and if L-2 agrees to work on rate quoted by L-1 then the work will be given to that bidder and this process will be repeated till the completion of allocation on least cost basis.</p>
2.31	<p>For the purpose of the evaluation, the Client will consider the total cost as per FIN-2 and it shall exclude:</p> <p>(a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and</p> <p>(b) all additional local indirect tax on the remuneration of services rendered by non-resident Personnel in the Client's country. If is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.</p>
2.32	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is: Indian Rupees</p> <p>The official source of the selling (exchange) rate is: State Bank of India [SBI]</p>

Appointment of Programme Management Consultant to Support CSCL in Implementation of Smart City Projects for Madurai, Thanjavur and Vellore

	(New Delhi) BC Selling rate of Exchange. The date of the exchange rate is: Dead line for submission of proposals specified in para 20.7 above.
2.34	D. Negotiations and Award
2.35	Expected date and address for contract negotiations: TBD
2.36	The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following: Will be done within seven days of completion of contract negotiation
2.37	Expected date for the commencement of the Services: within 15 days from signing of Contract at: Madurai, Thanjavur and Vellore(Tamilnadu)

Section 3. Qualification documents and Technical Proposal – Standard Forms

QUALIFICATION DOCUMENTS

APPENDIX-1 : QUALIFICATION DOCUMENTS PROPOSAL SUBMISSION FORM [On the Letter head of the Applicant]

{Location, Date}

To:

**The Chairman and Managing Director
Tamilnadu Urban Finance and Infrastructure Development Corporation,
490, Anna Salai,
Nandanam,
Chennai-35.**

**Ref: Request for Proposal for Appointment of Programme Management Consultant for the
Implementation of Smart City Projects.**

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Appointment of Programme Management Consultant for the Implementation of Smart City Projects for Madurai, Thanjavur and Vellore in Tamilnadu in accordance with your Request for Proposals dated [Insert Date] and our Proposal for LCS of selection. We are here by submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate sealed envelope”.

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 2.10
- (c) We have no conflict of interest in accordance with ITC.

- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Client's policy in regard to corrupt and fraudulent practices as per ITC 5.
- (e) We, along with any of our suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by a any State Government or Government of India or any multilateral funding agency or any Government of the all the eligible countries.
- (f) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of India.
- (g) Except as stated in the Data Sheet, Clause 2.10, we undertake to negotiate a Contract on the basis of the proposed Key Personnel. We accept that the substitution of Key Personnel for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (h) We confirm that our Application is valid for a period of 120 (one hundred and twenty) days from _____, 2016 (Application submission Due Date)
- (i) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 2.37 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory: _____

Name of Consultant (company's name): _____

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

APPENDIX 2: FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION

(On Non – judicial stamp paper of Rs 100/- or such equivalent amount and document duly attested by notary public)

Power of Attorney

Know all men by these presents, we.....(name and address of the registered office) do hereby constitute, appoint and authorise Mr. /Ms..... (name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our application for **assisting SPV as Programme Management Consultant for the Implementation of Smart City Projects for Madurai /Thanjavur/Vellore in Tamilnadu** including signing and submission of all documents and providing information / responses to SPV , representing us in all matters before SPV, and generally dealing with SPV in all matters in connection with our bid for the said Project.

We here by agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For _____

(Signature)

(Name, Title and Address)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Note: .

- *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 executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- *In case the Application is signed by an authorized Director of the Applicant, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.*

APPENDIX – 3 FINANCIAL QUALIFICATION OF THE APPLICANT

S. No.	Financial Year	Annual Turnover (Rs. crore)
1	Financial Year 2013-14	
2	Financial Year 2014-15	
3	Financial Year 2015-16	

Note: The audited Financial Statements for the corresponding year has to be attached.

Name of the auditor issuing the certificate

Name of the auditor's Firm:

Seal of auditor's Firm:

Date:

(Signature, name and designation of the authorized signatory for the Auditor's Firm)

APPENDIX – 4 TECHNICAL QUALIFICATIONS EXPERIENCE

[The following table shall be filled in for the

Consultant]Applicant/ Legal Name:

[insert full name]Date: [Insert day,
month, year]

Tender no and Title: [Insert Tender
number]Page [Insert Page Number] of [Insert total number
of pages]

[Identify contracts that demonstrate coetaneous infrastructure projects experience over the past 10 (ten) years pursuant to Qualification criteria and Requirements. List contracts chronologically, according to their commencement (starting date)]

Duration	Assignment name/ & brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in INR. equivalent)/ Amount paid to your firm	Role on the Assignment	Certificate from the client provided
{e.g., Jan.2009– Apr.2010}	{e.g., “Improvement quality of.....”: designed master plan for rationalization of; }	{e.g., Ministry of, country}	{e.g.,INR 01 Cr.}	{e.g., Lead partner in a JV A&B&C}	Yes/No a. Copy of agreement/if international thenapostle; b. Copy of completion certificate; [Issued by Competent Authority]

Appointment of Programme Management Consultant to Support CSCL in Implementation of Smart City Projects for Madurai, Thanjavur and Vellore

{e.g., Jan-May 2008}	{e.g., “Support to sub-national government.....” : drafted secondary level regulations on.....}	{e.g., municipality of....., country}	{e.g.,INR 2 Cr.}	{e.g., sole Consultant}	Yes/No a. Copy of agreement/if international thenapostle;
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Appointment of Programme Management Consultant to Support CSCL in Implementation of Smart City Projects for Madurai, Thanjavur and Vellore

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in INR. equivalent)/ Amount paid to your firm	Role on the Assignment	Certificate from the client provided
					b. Copy of completion certificate; [Issued by Competent Authority]

(Name and Sig of Authorized Signatory)

**APPENDIX 5: FORMAT FOR AFFIDAVIT CERTIFYING THAT CONSULTANT
(CONSULTING FIRM)/ DIRECTOR(S) OF CONSULTING FIRM ARE NOT
BLACKLISTED**

(On a Stamp Paper of relevant value)

Affidavit

IM/s.....,(thenamesandaddressesoftheregisteredoffice)herebycertifyandconfirm that we or any of our promoter/s / director/s are not barred or blacklisted by any state government or central government/department/agency/PSU in India or abroad from participating in Project/s, either individually or as member of a Consortium as on _____.

We further confirm that we are aware our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of selection and/or thereafter during the Contract period.

Dated thisDay of, 201....

Name of the Applicant

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

APPENDIX 6: FORM OF BANK GUARANTEE (EARNEST MONEY DEPOSIT)

Whereas M/s (hereunder called the consultants) is desirous and prepared to tender for work in accordance with terms and conditions of Tender. No. 01 of 2016-17 dated..... And whereas We,Bank, agree to give the Consultants a Guarantee for the Earnest Money Deposit.

1. Therefore, we here by affirm that we are Guarantors on behalf of the consultants up to a total of Rupees.....(i.e. Rs.....) and we undertake to pay the[Name of Client] upon his first written demand andwithoutdemur,withouthdelayandwithoutnecessityofpreviousnoticeofindividualor administrative procedure and without necessity to prove the bank the defects or short coming or debit of the contract or any sum within the limit of Rupees_____.
2. Wefurtheragreethatthegaranteehereincontainedshallremaininfullandeffectduring the period that would be taken for the acceptance of tender. However, unless a demand or claim under this guarantee is made only in writing on or before the..... We shall be discharged from all liabilities under the guarantee there after.

We undertake not to revoke the guarantee during its currency except with the previous consent of the[Name of Client] in writing.

We lastly undertake not to revoke the guarantee for any change in constitution of the consultants or the Bank.

Signature and Seal of Guarantor

Date :

Bank :

Technical proposal Submission Forms

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

CHECKLIST OF REQUIRED TECHNICAL PROPOSAL FORMS

Required for FTP or STP (√)		FORM	DESCRIPTION	<i>Page Limit</i>
FTP	STP			
√	√	TECH-1	Technical Proposal Submission Form. along with Copy of completion certificate; [Issued by Competent Authority]	
“√” If applicable		Power of Attorney	No pre-set format/form.	
√		TECH-2	Consultant’s Organization and Experience. along with Copy of completion certificate; [Issued by Competent Authority]	
√		TECH-2A	A. Consultant’s Organization	
√		TECH-2B	B. Consultant’s Experience	
√		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
√		TECH-3A	A. On the Terms of Reference	
√		TECH-3B	B. On the Counterpart Staff and Facilities	
√	√	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
√	√	TECH-5	Work Schedule and Planning for Deliverables	
√	√	TECH-6	Team Composition, Key Personnel Inputs, and attached Curriculum Vitae (CV)	
√	√	TECH-7	Assignment Details format	
√	√	TECH-8	Statement of Legal Capacity	

All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:

**The Chairman and Managing Director
Tamilnadu Urban Finance and Infrastructure Development Corporation,
490, Anna Salai,
Nandanam,
Chennai-35.**

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Assisting SPV in implementation of smart city proposal under Smart City Mission (SCM) in Madurai/Thanjavur/Vellore City of Tamilnadu in accordance with your Request for Proposals dated [Insert Date] and our Proposal for LCS method of selection. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate sealed envelope”.

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 2.10
- (c) We have no conflict of interest in accordance with ITC3.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Client’s policy in regard to corrupt and fraudulent practices as per ITC5.
- (e) We, along with any of our sub-consultants, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by any State

Government or Government of India or any multilateral funding agency or any Government of the all the eligible countries.

- (f) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of India.
- (g) Except as stated in the Data Sheet, Clause 2.10, we undertake to negotiate a Contract on the basis of the proposed Key Personnel. We accept that the substitution of Key Personnel for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 2.37 of the DataSheet.

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory: _____

Name of Consultant: _____

Address: _____

Contact information (phone and e-mail): _____

FORM TECH-2

CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. For each assignment, the outline should indicate the names of the Consultant's Key Personnel and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company,
2. Include organizational chart, a list of Board of Directors, and beneficial ownership

B - Consultant's Experience

1. List only previous similar assignments successfully completed³ in the last 10 (ten) years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual personnel working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Personnel themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

³ For similar assignments successfully completed, copy of Contract agreement or Completion Certificate from the competent authority needs to be attached.

Appointment of Programme Management Consultant to Support CSCL in Implementation of Smart City Projects for Madurai, Thanjavur and Vellore

Duration	Assignment name/ & brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in Rs. equivalent)/ Amount paid to your firm	Role on the Assignment	Certificate from the client provided
{e.g., Jan.2009–Apr.2010}	{e.g., “Improvement quality of.....”: designed master plan for rationalization of; }	{e.g., Ministry of, country }	{e.g.,INR 01 Cr. }	{e.g., Lead partner in a JV A&B&C }	Yes/No c. Copy of agreement/if international then apostle; d. Copy of completion certificate; [Issued by Competent Authority]
{e.g., Jan-May 2008}	{e.g., “Support to sub-national government.....” : drafted secondary level regulations on..... }	{e.g., municipality of....., country }	{e.g.,INR 2 Cr. }	{e.g., sole Consultant }	Yes/No c. Copy of agreement/if international then apostle; d. Copy of completion certificate; [Issued by Competent Authority]

FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{Comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

FORM TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal (in FTP format):

- a) Technical Approach, Methodology and presentation
 - b) Work Plan
 - c) Organization and Staffing}
-
- a) **Technical Approach, Methodology and presentation.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical 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 inhere.}

 - b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

 - c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Personnel, Non-Key Personnel and relevant technical and administrative support staff.}

Note : Please enclose detail for category a, b and c separately

FORM TECH-5(FOR FTP AND STP)

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N ^o	Deliverables ¹ (D-..)	Months												
		1	2	3	4	5	6	7	8	9	n	TOTAL	
A-1	(e.g. Module 1, Activity #1)													
	Integrated Projectisation													
	Review of existing status of physical infrastructure													
	Carry out necessary surveys													
A-2	{e.g., Module 1 Activity #2:.....}													
	Preparation of feasibility Study													
A-n														

- 1 List the deliverables with the breakdown for activities (A) required to produce them and other benchmarks such as the Client’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for eachphase.
- 2 Duration of activities shall be indicated in a form of a barchart.
3. Include a legend, if necessary, to help read thechart.

FORM TECH-6(FOR FTP AND STP)



TEAM COMPOSITION, ASSIGNMENT, AND KEY PERSONNEL' INPUTS

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)		
		Position		D-1	D-2	D-3	D-...				Home	Field	Total
KEY PERSONNEL (Core Team)														
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[Home]	[2 month]	[1.0]	[1.0]								
K-2														
K-3														
n														
											Subtotal			
NON-KEY														
N-1			[Home]	[2 month]	[1.0]	[1.0]								
			[Field]	[0.5 m]	[2.5]	[0]								
N-2														
n														

Appointment of Programme Management Consultant to Support CSCL in Implementation of Smart City Projects for
Madurai, Thanjavur and Vellore

	Subtotal			
	Total			

- 1 For Key Personnel, the input should be indicated individually for the same positions as required under the Data SheetITC21.1.
- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22)working (billable) days. One working (billable) day shall be not less than eight (8) working (billable)hours.
- 3 “Home” means work in the Project Office at Madurai, Thanjavur and Vellore (TN),India in the expert’s country of residence.“Field” work means work carried out in the Client’s country or any other country outside the expert’s country of residence but not at Project Officei.e. not physically present in Madurai, Thanjavur, Vellore, India .

Full time input 
 Part time input 

**FORM TECH-6 (CONTINUED)
CURRICULUM VITAE (CV)**

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact info for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Hbbbb, deputy minister]		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant’s Team of Personnel:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)	

Expert’s contact information: (e-mail....., phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

{Day/month/year}

Name of Expert

Signature

Date

{Day/month/year}

Name of authorized
Representative of the Consultant
(the same who signs the Proposal)

Signature

Date

FORM TECH 7
ASSIGNMENT DETAILS OF THE BIDDER

Assignment Name:	Project Cost:
Country: Location within the Country:	Duration:
Name of Client:	Total No. of person-months of the assignment:
Address of Client:	Approx. value of the services provided by your firm under the contract (in current Rs):
	No. of person-months provided by your firm:
Start Date (month/year): Completion Date (month/year):	No. of professional person-months provided by the JV partners or the Sub-Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader): Project Leader : Project Manager : Team Members :
Narrative description of Project in brief:	
Description of actual services provided by your firm in the assignment:	
Name of Firm:	

FORM – TECH 8
STATEMENT OF LEGAL CAPACITY
(To be forwarded on the letterhead of the Bidder)

Reference Date:

To

.....
.....
.....

Sub: Appointment of Programme Management Consultant to Support SPV for the implementation of Smart City Projects for Madurai, Thanjavur and Vellore

Dear Sir,

I/We hereby confirm that we, [Insert Bidder's name] satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that (Insert individual's name) will act as our Authorized Representative/will act as the Authorized Representative of [Insert Bidder's name] on our behalf and has been duly authorized to submit our Proposal. Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name, designation of the authorized signatory)

For and on behalf of

Section 4. Financial Proposal - Standard Forms

{Notes to Consultant shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial

ProposalSubmissionFormFIN-2

FinancialProposal

FORM FIN-1
**FINANCIAL PROPOSAL SUBMISSION FORM (Separate for Madurai, Thanjavur and
Vellore)**

{Location, Date}

To:

The Chairman and Managing Director
Tamilnadu Urban Finance and Infrastructure
Development Corporation,
490, Anna Salai,
Nandanam,
Chennai-35.

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Assisting SPV to Design, Develop, Manage and Implement Area Based Projects under Smart City Mission(SCM) in-----City of Tamilnadu in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, [*Insert “including” or “excluding”*] of all indirect local taxes in accordance with Clause 29.1 in the Data Sheet. The estimated amount of local indirect taxes is {Insertcurrency} {Insertamountinwordsandfigures} whichshallbeconfirmedoradjusted,ifneeded,duringnegotiations. {Pleasenotethatallamounts shall be the same as in FormFIN-2}.

OurFinancialProposalshallbebindinguponussubjecttothemodificationsresultingfrom Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 2.10 of the DataSheet.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____

{If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.”}

We understand you are not bound to accept any Proposal you receive.

We understand, any discrepancy between words and figures of the Financial Quote, the
lowest will govern.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

_____ E-mail: _____

FORM FIN-2 FINANCIAL PROPOSAL (Separate for Madurai, Thanjavur and Vellore)

Item	Cost
	{Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet; delete columns which are not used}
	Indian Rupees only
Cost of the Financial Proposal	
Including:	
(1) Remuneration	
<u>Total Cost of the Financial Proposal:</u> {Should match the amount in Form FIN-1}	
Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded	
(i) Service Tax in India	
(ii) {insert type of tax e.g., VAT or sales tax}	
(iii) {e.g., income tax on non-resident experts}	
<u>Total Estimate for Indirect Local Tax:</u>	

Footnote: Payments will be made in the currency(ies) expressed above (Reference to ITC 16.4).

Authorized Signature.....

Name.....

Designation.....

Name of the firm.....

Address.....

FORM FIN-3 BREAKDOWN OF REMUNERATION FOR MADURAI, THANJAVUR AND VELLORE

#	Positions	Person Months	First Year / Per Month	Second Year/ Per Month	Third Year/ Per Month	Fourth Year/ Per Month	Total
A	B	C					
1.	Team Leader & Urban Management Expert	48					
2.	Urban Infrastructure Expert	48					
3.	PPP & Procurement and Contracts Expert	48					
4.	Transportation Expert	48					
Total {Should match the amount in Form FIN-2 Remuneration } (In words and figures)							

Section 5. Eligible Countries

In reference to ITC 6.3, for the information of Consultants, at the present time firms, goods and services from the following countries are excluded from this selection: **None**

Section 6. Corrupt and Fraudulent Practices

The Applicants 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 Client shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant 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 Client shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, 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 Applicant’s Proposal.

Without prejudice to the rights of the Client under Clause 6.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

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 Agreement 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 Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Client in relation to any matter concerning the Project;

- “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- “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;
- “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party⁴;
- “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
- “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

⁴ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

Section 7. Miscellaneous

The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State of Tamilnadu in which SPV has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

SPV, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to

- a) suspend and/or cancel the Selection Process and/or amend and/or supplement the
- b) Selection Process or modify the dates or other terms and conditions relating there to;
- c) consult with any Bidder in order to receive clarification or further information;
- d) retain any information and/or evidence submitted to SPV by, on behalf of and/or in
- e) relation to any Bidder; and/or
- f) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder

It shall be deemed that by submitting the Proposal, the Bidder agrees and releases SPV, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

All documents and other information supplied by SPV or submitted by a Bidder shall remain or become, as the case may be, the property of SPV. SPV will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential

SPV reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

Section 8. Terms of Reference

1. Background

Ministry of Urban Development, Government of India (MoUD) launched the Smart City Mission, the Mission Transform-Nation, on 25th June 2015. It was declared that 100 Smart Cities will be developed in the country through a competitive challenge. A two stage selection process was adopted for selecting 100 cities across the country to participate in the Smart Cities Challenge. Number of cities to be developed as Smart Cities from the States were fixed based on a pre- determined formula by the MoUD. Under the Stage I of the selection process, States Governments were requested to nominate cities (pre-determined number of cities) from the respective states to participate in the Stage-II of the selection process which is competitive i.e. the Smart Cities Challenge. During the Smart Cities Challenge, 100 cities, as nominated by the respective state governments, were required to prepare the Smart City Proposal (SCP) and compete among themselves. At the end of the Smart Cities Challenge (Round-1), the top 20 proposals from the cities shall be funded by the MoUD in the first year of the Mission.

The Govt. of India has selected 2 cities (Chennai and Coimbatore) out of 12 Smart Cities in the First Round Smart City Challenge Competition. Remaining cities are participated in the Second Round of challenge Competition. In which, 4 cities has been selected viz., Madurai, Thanjavur, Vellore and Salem. Now, TUFIDCO has planned to set-up the PMC for three cities under Smart City Programme viz., Madurai, Thanjavur and Vellore.

Implementation of Smart City Projects

The Mission guidelines in the section10, mentions that the cities are required to establish a Special Purpose Vehicle (SPV) for implementation of the smart city projects which will plan, appraise, approve, release funds, implement, manage, operate, monitor and evaluate the Smart City development projects. Respective Corporations (Madurai, Thanjavur and Vellore) has formed the SPV for implementation of Smart City projects. The SPV intends to appoint a Programme Management Consultant to support in implementation of Smart City development projects on a fast track mode by advising SPV in all the technical, financial,

Procurement/contractual, management aspects of implementation of the Smart City development projects.

Scope of Services for Programme Management Consultant

The Programme Management Consultant shall work in close coordination with SPV. The scope of work for the Consultant is supporting the SPV in implementation of Smart City development Projects for Madurai/Thanjavur/Vellore. The Consultant shall be required to set up a Programme Management Consultant in the premise of the SPV and deploy a team of personals as mentioned in this document for the period of **48 months**.

Implementation of Smart City Development projects

Projects identified under ABD and Pan City proposals require diverse skill sets and cross-sectoral expertise to implement the relevant projects. Importantly, implementation of these projects need to be undertaken in an integrated and well-coordinated manner. The Consultant shall provide technical expertise/ advise to SPV in planning, procurement, implementation, project management co-ordination with various line departments and in procurement contractors/developers/suppliers, progress control and monitoring, coordinating with various regulatory agencies towards implementation and reporting to facilitate timely implementation of smart city projects. The detailed list of activities, included but not limited to the following;

- Technical Support in Implementation of Area Based& Pan City Development Projects
- The Consultant shall set-up project management Consultant for project planning, monitoring and co-ordination for the entire project implementation duration in Madurai/Thanjavur/Vellore;
- Consultant shall undertake preparation, maintaining and monitoring a project master schedule involving all aspects of implementation including fund flow requirements, statutory approvals, stakeholder consultation and construction milestones etc.
- Prepare weekly / monthly / annual MIS towards physical and financial progress updates for effective decision making by SPV and also advise SPV of necessary measures that need to be taken for timely implementation of the project;
- Review the Madurai/Thanjavur/Vellore Smart City Proposal and develop the project implementation plan and schedule in consultation with line departments/ implementing agencies.
- Review the guidelines for key functions including procurement, accounting, legal affairs, public relations, knowledge management and monitoring and evaluation
- The Consultant shall act as an interface, on behalf of SPV, for co-ordination between

contractors/developers/suppliers, technical consultants, stakeholder agencies etc.

- Support SPV in bid process management including preparation of bid documents, bid evaluation, negotiation and award of contracts for procuring Consultants/third party monitoring agencies/Project Management Consultant
- Evaluation of the tender documents prepared by technical consultants/implementing agencies for selection of the contractor / vendor.
- Support in preparation of RFPs / Contract and other procurement related documents necessary for implementation of the SCP;
- Supporting procurement process, evaluation of tenders, bid evaluation reports, contract negotiations and other processes towards appointment of contractors, developers and suppliers with consent of SPV;
- Review the reports and output of Project Consultants and support SPV in deciding final project structure, implementation options (PPP/EPC/other types of contracts), project financing plan and implementation plan including timelines.
- Assisting SPV in responding to day to day administration, RTI and audit compliance related to the implementation of the smart city project.
- Management coordination and attending periodical/ special meeting with Departments of Govt. of India/ MoUD and Govt of Tamil Nadu for compliance as per the Smart City Mission guidelines.
- Financial Management Support to the SPV, identifying possible project financing options available to SPV and prepare the overall fund raising strategy.
- Review the project costs and financing plan for each Smart City Project and assess need for additional fundraising to bridge gaps between capex required and allocated funds
- Prepare future cash flows for the next 10 year period to identify annual or quarterly funding requirements.
- Assist in documenting key insights and learning in the form of reports and concept notes as needed.
- Prepare the strategy and framework for citizen engagement and mass communication, provide Knowledge Management Support and organize workshops, events etc.
- Support SPV in Convergence of Schemes and other projects

Teaming Requirement

Sr. No.	Position	Educational Qualification and Experience Requirements	Staff-Months
1	Project Manager / Team leader	M.Tech /ME/MS in Urban /Town Planning/ Civil Engineering discipline with 15 years of experience . The expert should have led the consultancy team or worked as sector expert for urban sector projects. For e.g., preparation of master plan, city development plan, smart city challenge proposals, transport master plans, slum free city plans , environment development plans other urban infrastructure projects etc.	48
2	Urban Infrastructure Expert	M.Tech/ME/MS in Civil / environmental Engineering) with 10 years of experience. The expert should have worked as an engineering expert for urban infrastructure projects like water supply, sewerage, solid waste management, storm water drainage, etc..	48
3	Transportation Expert	ME/M.Tech in Urban Engineering/ Transportation Engineering with 10 years' experience in Traffic & Transportation Planning	48
4	Procurement and Contracts Expert	MBA/ME Construction Engineering and Management with UG - BE/ B.Tech with having 10 years of experience in procurement of urban infrastructure projects. The expert should have worked as a procurement expert / contract management expert / PPP expert for Infrastructure Projects in sectors like urban infrastructure, roads, etc.	48

Note: For all the above positions, the experts shall be well conversant with English and Tamil language

Teaming/ Staffing

As detailed out in the earlier section of this scope of work document, the Consultant shall support the respective Corporations viz., Madurai, Thanjavur and Vellore in implementation of the Smart City development projects (Area Based and Pan City). It is essential that activities under the scope of work are executed in a timely manner. Hence dedicated teams would be required to be deployed for implementation of all the modules.

Clients inputs and Counterpart Services and Facilities

1. Provide office space within the premises of SPV (Madurai, Thanjavur and Vellore)
2. Provide timely approvals to the deliverables submitted the by consultant.
3. Provide support to Consultant to access data/ information from various departments and other parastatals in Madurai, Thanjavur and Vellore

4. The travel and other reimbursable approved expenses of the experts will be borne by the respective SPVs concerned.

Deliverables

The Consultant shall submit a monthly progress report at the end of every month along with time sheets of each Key Personnel deployed by the Consultant with a breakup of onsite and offsite time inputs. In total, the consultant shall be required to submit 48 monthly progress reports during the duration of project. In addition, Consultant will submit any other outputs as agreed with the Authority from time to time.

Time duration and Payments

The total duration of the Project shall be 48 (Forty Eight) months. The duration of the Project may be extended upon mutual agreement of Authority and the Consultant, at the same terms and conditions.

The Consultant shall deploy their Personnel as per the proposed personnel deployment schedule (48 Months). The Authority shall pay consultancy fee on a monthly basis on submission of the monthly progress report and timesheets of all Personnel deployed during the month to the Authority as mentioned above. The Authority shall approve the timesheets within 1 (one) week of submission of Monthly Progress Report. The timesheets shall clearly indicate actual number of person-days of the Personnel deployed by the Consultant in the respective month. The person-day rate agreed under the Agreement shall prevail for determining the Monthly consultancy fee for respective month.

**Section 9. Standard Form of
Contract**

STANDARD FORM OF CONTRACT

Consultant's Services
Time-Based

CONTRACT FOR CONSULTANT'S SERVICES

Project Name: Appointment of Programme Management Consultant for the Implementation of Smart City Projects in Madurai *

Contract No. _____

between

Madurai Smart City Limited, Aringar Anna Maligai, Outpost, Thallakulam,
Madurai - 625 002. Tamilnadu, India.
Office Phone : 2530521
Email : commr.madurai@tn.gov.in

and

[Name of the Consultant]

Dated: _____

**similar agreement can be followed for other smart cities*

I. Form of Contract

TIME-BASED

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *Madurai Smart City Limited*(hereinafter called the “Client”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has applied for a grant from the Government of India under Smart City towards Smart City Programme for Tamil Nadu toward the cost of the Services and intends to apply a portion of the proceeds of this to eligible payments under 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;
- (b) The Special Conditions of Contract;
- (c) Appendices:

Appendix A: Terms of Reference
Appendix B: Key Experts
Appendix C: Remuneration Cost Estimates
Appendix D: Reimbursable Cost Estimates
Appendix E: Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract; Appendix A; Appendix B; Appendix C and Appendix D; Appendix E. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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 The CEO, Madurai Smart City Limited

[Authorized Representative of the Client – name, title and signature]

For and on behalf of *[Name of Consultant]*

[Authorized Representative of the Consultant – name and signature]

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

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

- (a) “Applicable Guidelines” means the Guidelines for Selection and Employment of Consultants under the rules of Government of India and Government of Tamil Nadu.
- (b) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
- (c) “Client” means the implementing agency that signs the Contract for the Services with the Selected Consultant.
- (d) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (e) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (f) “Day” means a working day unless indicated otherwise.
- (g) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (h) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (i) “Foreign Currency” means any currency other than the currency of the Client’s country.
- (j) “GCC” means these General Conditions of Contract.
- (k) “Government” means the government of the Client’s country.
- (l) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (m) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the

Consultant's proposal.

- (n) "Local Currency" means the currency of the Client's country.
- (o) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (p) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.
- (q) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (r) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (s) "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (t) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

2. Relationship between the Parties

2.1. 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 Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3. Law Governing Contract

3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

4. Language

4.1. This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

5. Headings

5.1. The headings shall not limit, alter or affect the meaning of this Contract.

6. Communications

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.

6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.

7. Location

7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.

- 8. Authority of Member in Charge** 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 9. Authorized Representatives** 9.1. 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 Consultant may be taken or executed by the officials specified in the **SCC**.
- 10. Corrupt and Fraudulent Practices** 10.1. The Client requires compliance with its policy in regard to corrupt and fraudulent practices.
- a. Commissions and Fees** 10.2. The Client requires the Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Client.
- B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**
- 11. Effectiveness of Contract** 11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.
- 12. Termination of Contract for Failure to Become Effective** 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 13. Commencement of Services** 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.
- 14. Expiration of Contract** 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.
- 15. Entire Agreement** 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations** 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

17. Force Majeure**a. Definition**

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

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

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

b. No Breach of Contract

17.4. The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6. 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.

17.7. 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.

17.8. 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.

17.9. 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 GCC 48 & 49.

18. Suspension

18.1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

19. Termination

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

a. By the Client

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

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2 Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

- b. By the Consultant** 19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.
- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 49.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
 - (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
 - (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1.
 - (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.
- c. Cessation of Rights and Obligations** 19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, 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 Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.
- d. Cessation of Services** 19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, 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 proceed as provided, respectively, by Clauses GCC 27 or GCC 28.
- e. Payment upon Termination** 19.1.6 Upon termination of this Contract, the Client shall make the following payments to the Consultant:
- (a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 42;
 - (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT

20. General

- a. Standard of** 20.1 The Consultant shall perform the Services and carry out the Services

- Performance** with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.
- 20.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.
- 20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.
- b. Law Applicable to Services**
- 20.4 The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.
- 20.5 Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when
- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 20.6 The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.
- 21. Conflict of Interests**
- 21.1 The Consultant shall hold the Client's interests paramount, without any consideration for future work, and in their own corporate interests.
- a. Consultant Not to Benefit from Commissions, Discounts, etc.**
- 21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 41 through 46) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.
- 21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Client's Applicable Guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for

the account of the Client.

b. Consultant and Affiliates Not to Engage in Certain Activities

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the **SCC**.

c. Prohibition of Conflicting Activities

21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

d. Strict Duty to Disclose Conflicting Activities

21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

22. Confidentiality

22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

23. Liability of the Consultant

23.1 Subject to additional provisions, if any, set forth in the **SCC**, the Consultant's liability under this Contract shall be as determined under the Applicable Law.

24. Insurance to be Taken out by the Consultant

24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (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 coverage specified in the **SCC**, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

25. Accounting, Inspection and Auditing

25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.

25.2. The Consultant shall permit and shall cause its Sub-consultants to permit, the Client and/or persons appointed by the Client to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Client. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Client's inspection and audit rights provided for under this Clause GCC 25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Client's prevailing sanctions procedures.)

- 26. Reporting Obligations** 26.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.
- 27. Proprietary Rights of the Client in Reports and Records** 27.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.
- 27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.
- 28. Equipment, Vehicles and Materials** 28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

A. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

- 29. Description of Key Experts** 29.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.
- 29.2 If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in **Appendix B** may be made by the Consultant by a written notice to the Client, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 41.2.
- 29.3 If additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated time-input for the Key Experts may be increased by agreement in writing between the Client and the

Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 41.1, the Parties shall sign a Contract amendment.

30. Replacement of Key Experts

30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

31. Approval of Additional Key Experts

31.1 If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client.

The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.

32. Removal of Experts or Sub-consultants

32.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert of Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

32.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

32.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.

33. Replacement/ Removal of Experts – Impact on Payments

33.1 Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

34. Working Hours, Overtime, Leave, etc.

34.1 Working hours and holidays for Experts are set forth in **Appendix B**. To account for travel time to/from the Client's country, experts carrying out Services inside the Client's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Client's country as is specified in **Appendix B**.

34.2 The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in **Appendix B**, and the Consultant's remuneration shall be deemed to cover these items.

34.3 Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave

purposes will not delay the progress and or impact adequate supervision of the Services.

E. OBLIGATIONS OF THE CLIENT

35. Assistance and Exemptions

35.1 Unless otherwise specified in the **SCC**, the Client shall use its best efforts to:

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (d) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (e) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (f) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

36. Access to Project Site

36.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the wilful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

37. Change in the Applicable Law Related to Taxes and Duties

37.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly

by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 41.1

38. Services, Facilities and Property of the Client

38.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.

38.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in **Appendix A**, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 41.3.

39. Counterpart Personnel

39.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.

39.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in **Appendix A**, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 41.3.

39.3 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

40. Payment Obligation

40.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT

41. Ceiling Amount

41.1 An estimate of the cost of the Services is set forth in **Appendix C** (Remuneration) and **Appendix D** (Reimbursable expenses).

41.2 Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the **SCC**.

41.3 For any payments in excess of the ceilings specified in GCC41.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

42. Remuneration and Reimbursable Expenses

42.1 The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing;

42.2 All payments shall be at the rates set forth in **Appendix C** and **Appendix D**.

42.3 Remuneration shall be fixed for the duration of the Contract.

42.4 The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in **Appendix B**, (iii) the Consultant's profit, and (iv) any other items as specified in the **SCC**.

42.5 Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable remuneration rates and allowances are known.

43. Taxes and Duties

43.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.

43.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant, whichever specified in the Financial Proposal.

44. Currency of Payment

44.1 Any payment under this Contract shall be made in the currency(ies) specified in the **SCC**.

45. Mode of Billing and Payment

45.1 Billings and payments in respect of the Services shall be made as follows:

- (a) *Advance payment.* Within the number of days after the Effective Date, the Client shall pay to the Consultant an advance payment as specified in the **SCC**. Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix E**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal instalments against the statements for the number of months of the Services specified in the **SCC** until said advance payments have been fully set off.
- (b) *The Itemized Invoices.* As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the **SCC**, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 44 and GCC 45 for such interval, or any other period indicated in the **SCC**. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.
- (c) The Client shall pay the Consultant's invoices within sixty (60) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any

discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.

- (d) *The Final Payment*. The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above.
- (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.
- (f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

46. Interest on Delayed Payments 46.1 Deleted

G. FAIRNESS AND GOOD FAITH

47. Good Faith 47.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

H. SETTLEMENT OF DISPUTES

48. Amicable Settlement 48.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

48.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 49.1 shall apply.

49. Dispute Resolution 49.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

II. General Conditions

Attachment 1: Policy – Corrupt and Fraudulent Practices

“Fraud and Corruption

1.23 It is the policy to require that consultants, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of this contracts [footnote: In this context, any action taken by a consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.]. In pursuance of this policy, the Client:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party¹;
- (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation²;
- (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party³;
- (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁴;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Client investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

¹ For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes Client staff and employees of other organizations taking or reviewing selection decisions.

² For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

³ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

⁴ For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

II. General Conditions of Contract – Attachment 1

- (bb) acts intended to materially impede the exercise of the Client’s inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will sanction a firm or an individual at any time, in accordance with prevailing sanctions procedures⁵, including by publicly declaring such firm ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Client contracts, and (ii) to be a nominated⁶ sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a contract for the Client.

⁵ A firm or an individual may be declared ineligible to be awarded a contract upon (i) completion of the sanctions proceedings as per its sanctions procedures,

⁶ A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant’s proposal for the particular services; or (ii) appointed by the Borrower.

III. Special Conditions of Contract

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	The Contract shall be construed in accordance with the law of India.
4.1	The language is: English
6.1 and 6.2	<p>The addresses are:</p> <p>Client : Madurai Smart City Limited Attention : _____ Facsimile : _____ E-mail (where permitted): _____</p> <p>Consultant : _____ _____ Attention : _____ Facsimile : _____ E-mail (where permitted) : _____</p>
8.1	<i>Deleted</i>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: Madurai Smart City Limited</p> <p>For the Consultant: <i>[name, title]</i> _____</p>
11.1	N/A
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be Four Months</p>
13.1	<p>Commencement of Services:</p> <p>The number of days shall be Twenty Five</p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
14.1	<p>Expiration of Contract:</p> <p>The time period shall be Four Years</p>

<p>21 b.</p>	<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 GCC 21.1.3</p> <p>Yes</p>
<p>23.1</p>	<p>“Limitation of the Consultant’s Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or wilful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client’s property, shall not be liable to the Client:</p> <p style="padding-left: 40px;">(i) for any indirect or consequential loss or damage; and</p> <p style="padding-left: 40px;">(ii) for any direct loss or damage that exceeds one times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p style="padding-left: 40px;">(i) affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p style="padding-left: 40px;">(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the applicable law in the Client’s country.</p>
<p>24.1</p>	<p>The insurance coverage against the risks shall be as follows:</p> <p><i>[Note: Delete what is not applicable except (a)].</i></p> <p>(a) Professional liability insurance, with a minimum coverage of total ceiling amount of the Contract</p>

	<p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client’s country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of <i>in accordance with the applicable law in the Client’s country</i>.</p> <p>(c) Third Party liability insurance, with a minimum coverage of <i>in accordance with the applicable law in the Client’s country</i>;</p> <p>(d) employer’s liability and workers’ compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client’s country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
<p>41.2</p>	<p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall reimbursed by the Client to the Consultant.</p> <p>The amount of such taxes is _____ <i>[insert the amount as finalized at the Contract’s negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant’s Financial Proposal.]</i></p>
<p>43.1 and 43.2</p>	<p>The Client warrants that the Client shall reimburse the Consultant, the Sub-consultants and the Experts any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client’s country, on the Consultant, the Sub-consultants and the Experts in respect of:</p> <p>(a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client’s country), in connection with the carrying out of the Services;</p> <p>(b) any equipment, materials and supplies brought into the Client’s country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;</p> <p>(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;</p> <p>(d) any property brought into the Client’s country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client’s country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client’s country, provided that:</p> <p style="padding-left: 40px;">(i) the Consultant, Sub-consultants and experts shall follow the</p>

	<p>usual customs procedures of the Client's country in importing property into the Client's country; and</p> <p>(ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client's country.</p>
44.1	The currency of payment shall be the following: <i>Indian Rupees</i>
45.1(a)	<p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <p>(1) An advance payment of 10% of the total contract value shall be made within 30 days after the Effective Date. The advance payment will be set off by the Client in equal instalments against the statements for the first 40 months of the Services until the advance payment has been fully set off.</p> <p>(2) The advance bank payment guarantee shall be in the amount and in the currency of the advance payment.</p>
45.1 (b)	<p>Itemized Invoices are to be presented every month.</p> <p>The Personnel Costs and the Support Costs shall be paid every month and be based on the attendance of the personnel.</p> <p>Other payments shall be made on successful submission of the deliverables.</p>
45.1(e)	<p>The accounts are:</p> <p>for foreign currency: <i>[insert account]</i>.</p> <p>for local currency: <i>[insert account]</i>.</p>
46.1	The interest rate is: <i>Savings Bank Rate followed by the State Bank of India.</i>
49.	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to The CEO <i>Madurai</i></p>

	<p><i>Smart City Limited</i>, for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>The CEO, Madurai Smart City Limited</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>The CEO, Madurai Smart City Limited</i></p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>CEO, Madurai Smart City Limited</i>, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
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	<p>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country [<i>Note: If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties</i>] or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p>(a) the country of incorporation of the Consultant [<i>Note: If the Consultant consists of more than one entity, add: or of any of their members or Parties</i>]; or</p> <p>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</p> <p>(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</p> <p>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</p>
	<p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in Madurai, Tamil Nadu, India;</p> <p>(b) the <i>English</i> language shall be the official language for all purposes; and</p> <p>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>

IV. Appendices

APPENDIX A – TERMS OF REFERENCE

[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements; Client’s input, including counterpart personnel assigned by the Client to work on the Consultant’s team; specific tasks that require prior approval by the Client.]

Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 in the Consultant’s Proposal. Highlight the changes to Section 7 of the RFP]

If the Services consist of or include the supervision of civil works, the following action that require prior approval of the Client shall be added to the “Reporting Requirements” section of the TORs: Taking any action under a civil works contract designating the Consultant as “Engineer”, for which action, pursuant to such civil works contract, the written approval of the Client as “Employer” is required.]

APPENDIX B - KEY EXPERTS

[Insert a table based on Form TECH-6 of the Consultant’s Technical Proposal and finalized at the Contract’s negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

[Specify Hours of Work for Key Experts: List here the hours of work for Key Experts; travel time to/ from the Client’s country; entitlement, if any, to leave pay; public holidays in the Client’s country that may affect Consultant’s work; etc. Make sure there is consistency with Form TECH-6. In particular: one month equals the average number of working days of the Client employees. One working (billable) day shall be not less than eight (8) working (billable) hours.]

APPENDIX C – REMUNERATION COST ESTIMATES

1. Monthly rates for the Experts:

[Insert the table with the remuneration rates. The table shall be based on [Form FIN-3] of the Consultant’s Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3] at the negotiations or state that none has been made.]

2. *[When the Consultant has been selected under Least Cost -Based Selection method, or the Client has requested the Consultant to clarify the breakdown of very high remuneration rates at the Contract’s negotiations also add the following:*

“The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP “Consultants’ Representations regarding Costs and Charges” submitted by the Consultant to the Client prior

to the Contract's negotiations.

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 45.1(d) of this Contract."

Model Form I
Breakdown of Agreed Fixed Rates in Consultant's Contract

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Expressed in [insert name of currency])*

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	Profit ²	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Work in the Client's Country									

1 Expressed as percentage of 1

2 Expressed as percentage of 4

* If more than one currency, add a table

Signature

Date

Name and Title: _____

APPENDIX D – REIMBURSABLE EXPENSES COST ESTIMATES

1. *[Insert the table with the reimbursable expenses rates. The table shall be based on [Form FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-4] at the negotiations or state that none has been made.*

APPENDIX E - FORM OF ADVANCE PAYMENTS GUARANTEE

[See Clause GCC 41.2.1 and SCC 41.2.1]

{Guarantor letterhead or SWIFT identifier code}

Bank Guarantee for Advance Payment

Guarantor: _____ *[insert commercial Bank's Name, and Address of Issuing Branch or Office]*

Beneficiary: _____ *[insert Name and Address of Client]*

Date: _____ *[insert date]* _____

ADVANCE PAYMENT GUARANTEE No.: _____ *[insert number]* _____

We have been informed that _____ *[name of Consultant or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter called "the Consultant") has entered into Contract No. _____ *[reference number of the contract]* dated _____ *[insert date]* with the Beneficiary, for the provision of _____ *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of _____ *[insert amount in figures]* () *[amount in words]* is to be made against an advance payment guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *[amount in figures]* () *[amount in words]*¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's a written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of their obligation under the Contract because the Consultant:

- (a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;
- (b) has used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as "paid" by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the ___ day of *[month]* _____, *[year]* __, ² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed one year, in response to the Client's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

[Signature]

{Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.}
