

REQUEST FOR PROPOSAL

TENDER NO. T1/TNPCB/PWM/F.022513/Climate Warriors/ 2023 Dt. 16.02.2024

SELECTION OF CONSULTANT

FOR

Project Management Support for the implementation and monitoring of the Climate Warriors initiative

QCBS

(Quality-cum-Cost Based Selection)

Publication of RFP	17.02.2024
Pre-bid Meeting	23.02.2024 – 11.00 AM
Last Date for Corrigendum	26.02.2024 – 11.00 AM
Last Date for Proposal Submission	04.03.2024 – 03.00 PM
Date of Opening of Technical Proposal	04.03.2024 – 04.00 PM
Date of Opening of Financial Proposal	06.03.2024 – 11.00 AM
Date of Negotiation	07.03.2024 – 01.00 PM
Tender Application Fee	Rs. 10,000/-
EMD	Rs. 1,75,000/-
Security Deposit	Rs. 5,00,000/-
QCBS	80:20

Issued By

Tamil Nadu Pollution Control Board

76, Mount Salai, Guindy, Chennai - 600 032



Disclaimer

The information contained in this Request for Proposal document (“**RFP**”) whether subsequently provided to the bidders, (“**Bidder/s**”) verbally or in documentary form by Tamil Nadu Pollution Control Board (henceforth referred to as “**TNPCB**” in this document) or any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this Tender document and any other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is not an offer or invitation to any party. The purpose of this RFP is to provide the Bidders or any other person with information to assist the formulation of their financial offers (“**Bid**”). This RFP includes statements, which reflect various assumptions and assessments arrived at by TNPCB in relation to this consultancy. This Tender document does not purport to contain all the information each Bidder may require. This Tender document may not be appropriate for all persons, and it is not possible for the TNPCB and their employees or advisors to consider the objectives, technical expertise and particular needs of each Bidder. The assumptions, assessments, statements and information contained in the Bid documents, may not be complete, accurate, adequate or correct. Each Bidder must therefore conduct its own analysis of the information contained in this RFP and to seek its own professional advice from appropriate sources.

Information provided in this Tender document to the Bidder is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. TNPCB accepts no responsibility for the accuracy or otherwise for any interpretation of opinion on law expressed herein.

TNPCB and their employees and advisors make no representation or warranty and shall incur no liability to any person, including the Bidder under law, statute, rules or regulations or tort, the principles of restitution or unjust enrichment or otherwise for any loss, cost, expense or damage which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, 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.

TNPCB also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

TNPCB may in its absolute discretion, but without being under any obligation to do so, can amend or supplement the information in this RFP.

The issue of this Tender document does not imply that TNPCB is bound to select a Bidder or to appoint the Selected Bidder (as defined hereinafter) or Consultant (as defined hereinafter), as the case may be, for the Consultancy assignment and TNPCB reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by TNPCB or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and TNPCB shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Selection process.

Acronyms

S.No.	Abbreviation	
1	CS	Combined Score
2	CV	Curriculum Vitae
3	DTP	Desktop Publishing
4	EMD	Earnest Money Deposit
5	EPR	Extended Producers Responsibility
6	FS	Financial Score
7	FW	Financial Weightage
8	FX	Financial Quote of other proposal
9	Goi	Government of India
10	GST	Goods & Service Tax
11	IEC	Information, Education & Communication
12	JV	Joint Venture
13	LFQ	Lowest Financial Quote
14	LOA	Letter Of Acceptance
15	MoEF & CC	Ministry of Environment Forest and Climate Change
16	PDD	Proposal Due Date
17	PDF	Portable Document Format
18	PPT	Power Point Presentation
19	PIBOs	Producers, Importers, Brand Owners
20	PWPs	Plastic Waste Processors
21	QCBS	Quality Cum Cost Based Selection
22	RFP	Request For Proposal
23	SD	Security Deposit
24	SUP	Single Use Plastics
25	TNPCB	Tamil Nadu Pollution Control Board
26	TOR	Terms Of Reference
27	TS	Technical Score
28	TW	Technical Weightage
29	UDA	Urban Development Authority
30	ULB	Urban Local Body

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Introduction

1.1. Background

- 1.1.1. The Tamil Nadu Prevention and Control of Water Pollution Board was constituted by the Government of Tamil Nadu in the year 1982 in pursuance of the Water (Prevention and Control of Pollution) Act, 1974 (Central Act 6 of 1974). The Board was later renamed as Tamil Nadu Pollution Control Board (TNPCB) in the year 1983. It enforces the provisions of the Water (Prevention and Control of Pollution) Act, 1974, the Air (Prevention and Control of Pollution) Act, 1981, the Environment (Protection) Act, 1986.
- 1.1.2. The TNPCB is currently planning to implement the Climate Warriors initiative and 500 SHG women across Tamil Nadu will be identified and lead this green campaign to spread awareness on environment and climate change. For effective implementation of these programmes, TNPCB intends to seek support from a team of consultants for strategic, technical and project management support leading to the implementation of the Climate Warriors initiative.

1.2. Request for proposals

TNPCB intends to select consultants to provide **Project Management Support for the implementation and monitoring of the Climate Warriors initiative**, through an open competitive bidding process in accordance with the procedure set out herein. In this regard, TNPCB invites proposals from interested and eligible firms to provide the consultancy services as detailed in this RFP.

1.3. Due diligence by bidders

- 1.3.1. Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit or sending written queries to TNPCB and attending a Pre-bid meeting on the date and time specified in this RFP.
- 1.3.2. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of the bidder's Proposal.

1.4. RFP documents

RFP document can be downloaded from the website of www.tnpcb.gov.in and <https://tntenders.gov.in/>

1.5. Validity of the proposal

The Proposal shall be valid for a period of not less than 180 days from the Proposal DueDate (the "PDD").

1.6. Schedule of selection process and other details

1.7.

S No	Information related to bid process	Details
1	Publication of Request for Proposal	17.02.2024
2	Tender fee	Rs. 10,000/- Online vide TN etenders
3	Earnest Money Deposit (EMD)	Rs 1,75,000/- Online vide TN etenders

		website https://tntenders.gov.in/
4	Last date for submission for queries for clarification to TNPCB	22.02.2024 – 11 AM.
5	Bid validity period	180 days from PDD
6	Submission deadline or Proposal Due Date(PDD)	04.03.2024 – 03.00 PM.
7	Contact person and email id	Dr. R. Rajamanickam, ACEE - II, TNPCB Email: pwmsec@tnpcb.gov.in
8	Pre-bid meeting - Date, time, and venue	23.02.2024 – 11.00 AM. TNPCB, 76, Mount Salai, Guindy, Chennai -600032
9	Opening of Technical Proposal – date, time and venue	Online vide TN etenders website https://tntenders.gov.in/ 04.03.2024 – 04.00 PM.
10	Opening of Financial Proposal	Online vide TN etenders website https://tntenders.gov.in/ 06.03.2024 – 11.00 PM.
11	Letter of Award (LoA)	Online vide TN etenders website https://tntenders.gov.in/
12	Payment of Security Deposit	Rs. 5,00,000/- in the form of DD to Tamil Nadu Pollution Control Board, Chennai
13	Signing of agreement	To be intimated to the qualified bidder

1.8. Communications and address

All communications, including proposal documents should be addressed to:

**The Member Secretary,
TNPCB, 76, Mount Salai, Guindy, Chennai – 600 032
Ph No: 044 - 22353145**

All communications should contain the following information:

Tender No: T1/TNPCB/PWM/F.022513/Climate Warriors/ 2023 Dt. 16.02.2024

“Project Management Support for the implementation and monitoring of the Climate Warriors initiative”

Member Secretary
Tamil Nadu Pollution Control Board

Instruction to bidders (General)

GENERAL

1.9. Scope of proposal

- 1.9.1. The objectives, scope of services, deliverables and other requirements relating to this consultancy are specified in this RFP. In case a bidding firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the selection process individually as the “**Sole Firm**” in response to this invitation. The term “**Bidder**” means the Sole Firm. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- 1.9.2. Bidders are advised that the selection of Consultant shall be on the basis of an evaluation by TNPCB through the Selection Process specified in this RFP. Bidders 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 TNPCB’s decisions are without any right of appeal whatsoever.
- 1.9.3. The Bidder shall submit its Proposal in the form and manner specified in this RFP. The Technical proposal shall be submitted in the format specified in Appendix-I and the Financial Proposal shall be submitted in the BOQ format. Upon selection, the Bidder shall be required to enter into an agreement with TNPCB in the format specified in this RFP.
- 1.9.4. The term **Key Personnel** shall refer to the following key personnel

S. No.	Description of Team Member	Deployment (One year)
1	Team Leader- 1 Nos	Full time
2	Project Manager- 1 Nos	Full time
3	Project Coordinators- 2 Nos	Full time
4	Field Staff – 5 Nos	Full time
5	Data Entry Staff – 5 Nos	Full time

1.10. Eligibility conditions for consultants

- 1.10.1. Proposals of only those Bidders who satisfy the Conditions of Eligibility, stated in 1.9.2 to 1.9.5, will be considered for evaluation by TNPCB

1.10.2. Basic Eligibility criteria

- The Bidder shall be a private company incorporated in India under the (Indian) Companies Act 1956/2013. The Bidder shall be required to submit a true copy of its Incorporation Certificate
- The Bidder must have a valid service tax registration.
- The Bidder must have at least one office in Chennai which has been operational for the last five years or more

1.10.3. The other eligibility criteria are as given below

a) Technical capacity:

The agency should have demonstrated experience of Climate & Social assessment including in the domain of Self Help Groups / Similar Segments as (Baseline/need assessment/impact assessment) assignments with Central Government, State Government, Multilateral financing institutions, Corporate Donors , Donor agencies, ULBs, UDAs etc. within last 10 years

ii. The Bidder should have experience of working on at least five Solid/Plastic/Liquid Waste Management projects with Central or State Government Ministries or Departments, ULBs, UDAs or Multilateral Funding Agencies within last 10 years.

iii. The bidder should have demonstrated experience of at least one project with Central Government, State Government, Multilateral financing institutions, donor agencies, etc. in preparation of plastic waste management action plan/strategy.

iv. The bidder should have demonstrated experience of at least 3 projects in preparation of training/capacity building/IEC plans or having assisted in delivering training capacity building programs for Central Government/State Government/ multilateral funding agencies etc.

v. The bidder should consist of professionals with individual experience in leading Projects involving training, setting operational guidelines, setting benchmarks and monitoring the same. The bidder will demonstrate the same through appropriate reference letters, upon request.

b) **Financial capacity:** The Bidder must have an average annual turnover of Rs. 100 Lakhs (Rs. One crore), for the last three years.

c) The bidder shall offer in the proposal and make available all the key resources, as per Clause 1.9.4.

1.10.4. The Bidder shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues during each of the **3 (three)** financial years preceding the PDD. If the Bidder does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Bidder.

1.10.5. The Bidder should submit a Power of Attorney as per the format at Appendix-I provided, however, such Power of Attorney would not be required if the Bid document is signed by a Partner or Director (on the Board of Directors) of the Bidder.

1.11. Conflict of interest

1.10.1. Bidders shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “**Conflict of Interest**”). Any Bidder found to have a Conflict of Interest shall be disqualified.

1.10.2. TNPCB requires that the Consultant provides professional, objective, and impartial advice and at all times hold the TNPCB’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work.

1.10.3. The Bidder and any entity affiliated with the Bidder, including sub consultants and their affiliates shall be disqualified from providing goods, works, or services (other than consulting services), resulting from or directly related to the Consultant’s services as defined in the scope of this assignment. This restriction shall not apply after a cooling period of 3 years.

1.12. Number of proposals

A Bidder applying individually or as an associate shall not be entitled to submit another application either individually or as a member of any other consortium, as the case may be.

1.13. Acknowledgement by the Bidder

1.12.1. It shall be deemed that by submitting the proposal, the Bidder has

- a) Made a complete and careful examination of the RFP
- b) Received all relevant information requested from TNPCB
- c) Accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of TNPCB or relating to any of the matters
- d) Agreed to be bound by the undertaking provided by it under and in terms hereof.

1.14. Right to reject any proposal

1.13.1. Notwithstanding anything contained in this RFP, TNPCB reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.

1.13.2. Without prejudice to the generality of Clause 2.5.1, TNPCB reserves the right to reject any Proposal if,

- a) at any time, a material misrepresentation is made or discovered, or
- b) the Bidder does not provide, within the time specified by TNPCB, the supplemental information sought by TNPCB for evaluation of the Proposal
- c) Misrepresentation/ improper response by the Bidder may lead to the disqualification. If the Bidder is the Lead Member of a offic, then the entire consortium may be disqualified/ rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest-ranking Bidder gets disqualified / rejected, then TNPCB reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of TNPCB, including annulment of the Selection Process

1.13.3. The entire Proposal shall be strictly as per the format specified in the Request for Proposal. Any deviation from the specified format will lead to disqualification of the Bidder

1.15. Clarifications to queries

1.14.1. Bidders requiring any clarification on the RFP may send their queries to TNPCB in writing by e-mail so as to reach before the date mentioned in the Schedule of Selection Process at Clause 1.7 of this RFP.

1.14.2. TNPCB shall endeavour to respond to the queries within the period specified therein but no later than 7 (seven) days prior to the PDD. TNPCB will post the reply to all such queries on the official website and copies thereof will also be circulated to all Bidders who have raised queries on the RFP document without identifying the source of queries.

1.14.3. TNPCB reserves the right not to respond to any query or provide any clarifications, in its sole discretion, and nothing in this clause 1.14 shall be construed as obliging TNPCB to respond or provide clarifications.

1.16. Amendment to RFP

1.15.1. At any time prior to the deadline for submission of Proposal, TNPCB may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the official website.

1.15.2. In order to give the Bidders a reasonable time for taking an amendment into account, or for any other reason, TNPCB may, in its sole discretion, extend the PDD.

SUBMISSION OF BID DOCUMENTS

1.17. Language

1.16.1. The Proposal with all accompanying documents (the “**Documents**”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP.

1.16.2. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for.

1.18. Format of Proposal

1.17.1. The Bidder shall provide all the information sought under this RFP. TNPCB would evaluate only those Proposals that are received in the specified forms and complete in all respects. The proposals shall be submitted as soft copy only in the TN e-tenders website.

1.17.2. The Bidder shall prepare original set of the Technical Proposal in soft copy and Financial Proposal in BOQ format provided (together with originals/ copies of Documents required to be submitted through TN e-tenders website along therewith pursuant to this RFP).

1.17.3. The Proposal shall be typed or written in indelible ink and signed in all pages/documents by the authorised signatory of the Bidder. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be signed by the authorised signatory (the “**Authorised Signatory**”) as detailed below:

- a) by the proprietor, in case of a proprietary firm; or
- b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
- c) by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation; or
- d) by the authorised representative of the Lead Member, in case of consortium

A copy of the Power of Attorney certified by a notary public shall accompany the Proposal (if required)

1.17.4. Bidders should note the PDD, as specified in Clause 1.6, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by TNPCB, and that evaluation will be carried out only on the basis of Documents submitted by the closing time of PDD. Bidders will ordinarily not be asked to provide additional material

information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

1.19. Technical proposal

- 1.18.1. Bidders shall upload the soft copy of technical proposal through TN e-tenders website in the formats at Appendix-I (the “**Technical Proposal**”) on or before PDD.
- 1.18.2. While submitting the Technical Proposal, the Bidder shall, in particular, ensure that:
 - a) power of attorney, if applicable, is executed as per Applicable Laws
 - b) CVs of all Key Personnel have been included with only one CV proposed for each position
 - c) CVs have been recently signed and dated by the respective Personnel and countersigned by the Bidder.
 - d) CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP
 - e) Key Personnel would be available for the period indicated in the TOR
 - f) All contents of the Proposal should be clearly numbered indexed and arranged in a sequence and shall be bound firmly
- 1.18.3. The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- 1.18.4. TNPCB reserves the right to verify all statements, information and documents, submitted to TNPCB in response to the RFP. The lack of such verification by TNPCB shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of TNPCB thereunder.
- 1.18.5. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by TNPCB without TNPCB being liable in any manner whatsoever to the Selected Bidder or Consultant, as the case may be.

1.20. Financial proposal

- 1.19.1. The Financial Proposal shall be submitted in the BOQ formats provided in the TN e-tenders website, clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.
- 1.19.2. While submitting the Financial Proposal, the Bidder shall ensure the following

- a) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office, etc.), accommodation, air fare, equipment, printing of documents, etc.
- b) The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- c) The Financial Proposal shall take into account all expenses excluding tax liabilities. All applicable taxes shall be paid in addition to the financial quote and calculated as per applicable laws at the time of payment. All payments to consultants shall be subject to deduction of taxes at source as per Applicable Laws.

1.21. Submission of proposal

- 1.20.1. The Proposals as mentioned in this RFP shall be submitted in two covers system in the formats/schedules given in the TN e-tenders website.
- 1.20.2. The first cover marked "Technical Proposal" shall be submitted with necessary attachments
- 1.20.3. The "Financial Proposal" shall be submitted in BOQ format

1.22. Withdrawal of proposals

- 1.21.1. The Bidder may withdraw its Proposal after it has been submitted by sending a written Withdrawal Notice, duly signed by an authorised Signatory, and including a copy of the authorisation document. The Withdrawal Notice must be submitted at least one day prior to the PDD.
- 1.21.2. Proposals that are withdrawn in accordance with Clause 2.5.1 shall not be considered for evaluation.
- 1.21.3. No Proposal shall be withdrawn in the interval between the deadline for submission of Proposals and the expiration of the period of Proposal validity specified in the RFP or any extension thereof, except in the case of a request by the Client to extend the Proposal validity.

1.23. Earnest Money Deposit (EMD)

- 1.22.1. The Bidder shall pay as part of its Proposal, Earnest Money Deposit of Rs. 1,75,000/- (Rupees one lakh) in the online payment mode available in the TN e-tenders website, returnable not later than 90 (Ninety) days from PDD except in case of the two highest ranked Bidders.**

- 1.22.2. In the event that the first ranked Bidder commences the assignment, the second ranked Bidder, who has been kept in reserve, shall be returned its Earnest Money Deposit forthwith, but in no case not later than 90 (Ninety) days from PDD. The Selected Bidder's Earnest Money Deposit shall be returned, upon the Bidder signing the Agreement and completing the Deliverables assigned to it for the first 2 (two) months of the Consultancy in accordance with the provisions thereof.
- 1.22.3. Any Bid not accompanied by the Earnest Money Deposit shall be rejected by TNPCB as non-responsive.
- 1.22.4. TNPCB shall not be liable to pay any interest on the Earnest Money Deposit and the same shall be interest free.
- 1.22.5. The Bidder, by submitting its Proposal pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to TNPCB's any other right or remedy hereunder or in law or otherwise, the Earnest Money Deposit shall be forfeited and appropriated by TNPCB as the mutually agreed pre-estimated compensation and damage payable to TNPCB for, *inter alia*, the time, cost and effort of TNPCB in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:
- a) If a Bidder submits a non-responsive Proposal
 - b) If a Bidder engages in any of the Prohibited Practices
 - c) If a Bidder withdraws its Proposal during the period of its validity
 - d) In the case of the Selected Bidder, if the Bidder fails to reconfirm its commitments during negotiations
 - e) In the case of a Selected Bidder, if the Bidder fails to sign the Agreement or commence the assignment
 - f) If the Bidder is found to have a Conflict of Interest

EVALUATION PROCESS

1.24. Evaluation of proposals

- 1.24.1. TNPCB shall open the Proposals online on the PDD as specified in clause 1.6. The Technical Proposals shall be opened first.
- 1.24.2. Prior to evaluation of Proposals, TNPCB will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:
- a) the Technical Proposal is uploaded in the form specified at Appendix-I
 - b) it is received within the PDD including any extension thereof
 - c) it is accompanied by the Power of Attorney or Authorised Signatory
 - d) it contains all the information (complete in all respects) as requested in the RFP
 - e) it does not contain any condition or qualification; and

- 1.24.3. TNPCB reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by TNPCB in respect of such Proposals.
- 1.24.4. After the technical evaluation, TNPCB shall open the Financial Proposals of the bidders qualified in Technical evaluation on PDD.
- 1.24.5. The opening of Financial Proposals shall be done online. TNPCB will not entertain any query or clarification from Bidders who fail to qualify at any stage of the Selection Process. After the financial evaluation, the final ranking of the Proposals shall be carried out.
- 1.24.6. Bidders are advised that Selection shall be entirely at the discretion of TNPCB. Bidders shall be deemed to have understood and agreed that TNPCB shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.
- 1.24.** Any information contained in the Proposal shall not in any way be construed as binding on TNPCB, its agents, successors or assigns, but shall be binding against the Bidder if the Consultancy is subsequently awarded to it.

1.25. Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising TNPCB in relation to matters arising out of or concerning the Selection Process. TNPCB shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. TNPCB may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or TNPCB or as may be required by law or in connection with any legal process.

APPOINTMENT OF CONSULTANT

1.26. Negotiations

The Selected Bidder may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations.

1.27. Indemnity

- 1.27.1. The Consultant shall, subject to the provisions of the Agreement, indemnify TNPCB, for an amount not exceeding the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services.

1.28. Award of Consultancy

After selection, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by TNPCB to the Selected Bidder and the Selected Bidder shall, within 15 (fifteen) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received within the stipulated date, TNPCB may, unless it consents to extension of time for submission thereof, cancel the LOA and the next highest-ranking Bidder may be considered.

1.29. Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement within the period prescribed in this RFP

1.30. Commencement of the Assignment

The Consultant shall commence the Services at the Project site within 15 (fifteen) days of the date of the Agreement, or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 1.29 or commence the assignment as specified herein, TNPCB may invite the second ranked Bidder for negotiations. In such an event, the Earnest Money Deposit of the first ranked Bidder shall be forfeited and appropriated in accordance with the provisions of Clause 2.3.

1.31. Proprietary data

Subject to the provisions of Clause 3.8, all documents and other information provided by TNPCB or submitted by a Bidder to TNPCB shall remain or become the property of TNPCB. Bidders and the Consultant, as the case may be, are to treat all information as strictly confidential. TNPCB will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to TNPCB in relation to the Consultancy shall be the property of TNPCB.

Instruction to bidders (Evaluation)

1.32. Evaluation of Technical Proposals

1.32.1. In the first stage, the Technical Proposal will be evaluated on the basis of Bidder's experience, its understanding of Terms of Reference (TOR), proposed methodology and Work Plan, and the experience of Key Personnel. Only those Bidders who score 75 points or more out of 100 points in their Technical Proposals shall be ranked as per Technical Score (TS) achieved by them, from highest to the lowest.

1.32.2. The scoring criteria for evaluation of Technical Proposals is as follows

#	Description of criteria	Mark criteria	Max marks
1	Experience of the consultant in undertaking Similar Projects.		30
	i. The agency should have demonstrated experience of Climate & Social assessment including in the domain of Self Help Groups / Similar Segments as (Baseline/need assessment/impact assessment) assignments with Central Government, State Government, Multilateral financing institutions, Corporate Donors , Donor agencies, ULBs, UDAs etc. within last 10 years.	5 projects = 4marks 6-7 projects= 5 marks > 8 projects=6 marks	6
	ii. The Bidder should have experience of working on atleast five Solid/Plastic/Liquid Waste Management projects with Central or State Government Ministries or Departments, ULBs, UDAs or Multilateral Funding Agencies within last10 years.	5 projects = 5marks 6-7 projects= 7 marks > 8 projects=8 marks	8
	iii. The bidder should have demonstrated experience of at least one project with Central Government, State Government, Multilateral financing institutions, donor agencies, etc. in preparation of plastic waste management actionplan/strategy.	1project = 5 marks >1projects =10 marks	8
	iv. The bidder should have demonstrated experience of at least 2 projects in preparation of training/capacity building/Information, Education &Communication (IEC) plans or having assisted in delivering training capacity building programs for Central Government/State Government/ multilateral funding agencies etc.	2 project = 4 marks >2projects = 6 marks	6
	The bidder should consist of professionals with individual experience in leading Projects involving training, setting operational guidelines, setting benchmarks and monitoring the same. The bidder will demonstrate the same through appropriate reference letters, upon request.	1 member – 1 2 members - 2	2
2	Adequacy and quality of proposed approach, methodology and work plan in response to the Terms of Reference		35

3	Qualifications and competence of staff members proposed by the consultant consortia		20
	#	Key staff member	Maximum marks
	1	Team Leader- 1 Nos	8
	2	Project Manager- 1 Nos	8
	3	Project Coordinators- 2 Nos	4
	4	Field Staff – 5 Nos	0
	5	Data Entry Staff – 5 Nos	0
	<p>Staff members in Serial nos 1 to 3 above, will be evaluated as below:</p> <ul style="list-style-type: none"> - Educational Qualification – 30% - Years of relevant experience – 20% - Relevant projects undertaken – 50% <p>Serial nos 4 and 5 being non technical positions can be identified upon Project commencement.</p>		
4	Technical presentation on approach and methodology		15

1.33. Short listing of Bidders

TNPCB shall pre-qualify not less than 2 (two) Bidders and shortlist for financial evaluation. However, if the number of such pre-qualified Bidders is less than 2 (two), TNPCB may, in its sole discretion, pre-qualify the Bidder(s) with lower Technical Score (TS).

1.34. Evaluation of Financial Proposal

- i) For financial evaluation, the total Lump-sum cost of the consultancy assignment indicated in the Financial Proposal, excluding all applicable taxes, shall be considered.
- ii) TNPCB will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the Consultant to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Quote(LFQ) will be given a financial score (FS) of 100 points. The financial scores of other proposals will be computed as follows:

$$FS = 100 \times (LFQ/FQ), \text{ where FQ is the Financial Quote}$$

1.35. Combined and Final Evaluation

- iii) Proposals will finally be ranked according to their combined technical (TS) and financial (FS) scores as follows

$$\text{Combined Score (CS)} = (\text{TS} \times \text{TW}) + (\text{FS} \times \text{FW})$$

Where TW and FW are weights assigned to the Technical Proposal and Financial Proposal, which shall be 80% and 20% respectively

- iv) The Selected Bidder shall be the Bidder with the highest combined score (CS). The second highest Bidder shall be kept in reserve and may be invited in its discretion for negotiations in case the first-ranked Bidder withdraws, or fails to comply with the requirements specified in this RFP, as the case may be.

Fraud and Corrupt Practices

- 1.36.** The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, TNPCB shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, TNPCB shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to TNPCB for, *inter alia*, time, cost and effort of TNPCB, in regard to the RFP, including consideration and evaluation of such Bidder’s Proposal.
- 1.37.** Without prejudice to the rights of TNPCB under Clause 4.1 hereinabove and the rights and remedies which TNPCB may have under the LOA or the Agreement, if a Bidder or Consultant, as the case may be, is found by TNPCB 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 Bidder or Consultant shall not be eligible to participate in any tender or RFP issued by TNPCB during a period of two years from the date such Bidder or Consultant, as the case may be, is found 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.
- 1.38.** 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 TNPCB 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 TNPCB, 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 TNPCB in relation to any matter concerning the Project;
 - b) “**fraudulent practice**” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

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

Miscellaneous

- 1.39.** The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State of Tamil Nadu in which TNPCB has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 1.40.** TNPCB, 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 Selection Process or modify the dates or other terms and conditions relating thereto;
 - b) consult with any Bidder in order to receive clarification or further information;
 - c) retain any information and/or evidence submitted to TNPCB by, on behalf of and/or in relation to any Bidder; and/or
 - d) 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.
- 1.41.** It shall be deemed that by submitting the Proposal, the Bidder agrees and releases TNPCB, 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.
- 1.42.** All documents and other information supplied by TNPCB or submitted by a Bidder shall remain or become, as the case may be, the property of TNPCB. TNPCB will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.
- 1.43.** TNPCB reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

Schedule 1: Terms of Reference

1. Background

Plastic, since its invention has changed our lives immensely owing to its versatility, imperviousness to water, low cost, ease of manufacture, long shelf life and so on. For the said reasons, we gradually started abusing plastic, by depending on it wholly, for every single use, replacing the natural alternatives.

According to the Central Pollution Control Board, India generates about 15,000 tonnes of plastic waste every day, of which about 40% remains uncollected. About 70% of the plastic packaging products become “waste” in a short span of time. While plastics have a wide variety of applications, the global rally is against the so-called “single use” or disposable plastic — used in bottles, cups, wrapping paper and bags. Together, they account for over half the plastic produced.

Though Plastic Waste Management Rules are in place since 2011, several States and city corporations have been unable to effectively enforce the rules.

Before inventing plastics, the materials used were all made up of biodegradable or environmentally safe materials that come from natural sources, whereas plastic is actually a synthetic material derived from petroleum crude and moreover not easily biodegradable. So every single plastic thus manufactured stays on the planet as solid for longer period with no real use. Further it leaves huge carbon footprint, leaches into food, causes hormonal disruption, pollutes ocean, kills marine animals and plants, and occupies most of the land preventing percolation of rainwater into underground wells and so on. Adding to this horror, the thrown away plastics that have ended up on the water bodies have become the new food material for aquatic animals thus altering the ecology.

The Government on 25.06.2018 had notified the ban on manufacture, storage, supply, transport, sale or distribution of one time use and throwaway plastics. Single Use Plastics (SUP) such as plastic sheets used for food wrapping, spreading on dining table, plastic plates, plastic coated teacups, plastic tumbler water pouches, packets, plastic straw, plastic carry bag, plastic flags irrespective of thickness. The said ban was brought into effect from 01.01.2019.

The Government of Tamil Nadu is committed to eliminating throwaway plastic and poised to take bold steps to tackle this imminent crisis of plastic pollution with the participation of people from all walks of life.

The Ministry of Environment Forest and Climate Change, (MoEF&CC) Government of India, (GoI) has notified Plastic Waste Management Rules, 2016. Now the MoEF&CC, GoI has amended the Plastic Waste Management Rules, 2016 and have banned the following SUPs from 1.7.2022.

- a) ear buds with plastic sticks, plastic sticks for balloons, plastic flags, candy sticks, ice-cream sticks, polystyrene [Thermocol] for decoration;

- b) plates, cups, glasses, cutlery such as forks, spoons, knives, straw, trays, wrapping or packing films around sweet boxes, invitation cards, and cigarette packets, plastic or PVC banners less than 100 micron, stirrers.

Climate Warriors Initiative

Recognizing the importance of women's role in tackling climate change, the Government Honorable minister for Environment, forests and climate change made an announcement on the floor of the assemble regarding the "Climate Warriors" initiative, a climate literacy programme, led by women Self Help Groups in the State. The initiative aims to promote the awareness among common citizens on 'climate change and sustainable lifestyles' through 'women entrepreneurs' in an eco-friendly and non-polluting way. The initiative shall empower the women by allowing them to sell products from their businesses alongside the sale of eco-alternatives and awareness creation on climate change and sustainable lifestyle choices along with a few other allied topics. In the first phase, 500 SHG women across Tamil Nadu will be identified and lead this green campaign to spread awareness on environment and climate change. The SHGs will be provided with electric vehicles at a cost of Rs.20 crore towards this purpose. The initiative will be implemented in collaboration with Tamil Nadu Corporation for Development of Women (TNCDW) and Tamil Nadu Pollution Control Board (TNPCB).

2. Objective

The objective of the consultancy assignment is to provide Project Management Support for the implementation and monitoring of the Climate Warriors initiative.

3. Scope of services

The Consultant is responsible to function as project management unit for the implementation and monitoring of the Climate Warriors initiative over one year which may be extended further.

The detailed scope under each component is as follows:

I. Support to TNPCB for implementation and monitoring of the Climate Warriors initiative.

- i. Provide all the program management and implementation support to TNPCB related to the Climate Warriors initiative.
- ii. Provide support in management of data related to implementation of the Climate Warriors initiative including support in development of data management dashboard.
- iii. Tender/RFP/EOI document preparation for various procurements related to the Climate Warriors initiative.
- iv. Minute all meetings conducted relating to the Climate Warriors initiative including task force meetings.
- v. Provide capacity building and trainings on topics related to climate literacy and plastic waste management.
- vi. Coordinate with other agencies/vendors engaged in connection with implementation of the Climate Warriors initiative.
- vii. Prepare monthly reports to monitor the progress of implementation of the Climate Warriors initiative.
- viii. Provide documentation and planning / handholding support as required by TNPCB for implementation of the Climate Warriors initiative.
- ix. Disseminate information with regards to the Climate Warriors initiative implementation to all relevant stakeholders.
- x. Assist in documenting key insights and learning in the form of white papers, reports and concept notes on a need basis.
- xi. Furnish fortnight report and monthly progress report every month during the agreement period.

- xii. Conduct an impact evaluation to understand the impact on community and improvement in the livelihoods/incomes of the SHG women.

II. Technical and project management support to TNPCB for implementation of the Climate Warriors initiative

- i. Suggest and assist in carrying out possible interventions from time to time to effectively implement or improve implementation of the Climate Warriors initiative.
- ii. Support in planning of IEC programs and awareness generation activities for implementation of the Climate Warriors initiative and fulfilling of targets.
- iii. Support in monitoring and evaluation of the Climate Warriors initiative.
- iv. Support in establishing a mechanism for regular interaction between various stakeholders to ensure seamless implementation of the Climate Warriors initiative.
- v. Support to provide analysis of data regarding the targets of the Climate Warriors initiative, how much has been achieved and so on.
- vi. Co-ordination with the officials of TNPCB as and when required.

4. Consultant Team composition and Qualifications

The Consultant's team shall closely mirror TNPCB's team structure and shall be functionally positioned as a management layer between the decision-making Heads of Department of TNPCB and project specific consultants/ vendors/ implementing agencies.

The following is the expected team member profiles of Consultants

¹ Cost of organizing workshops or events will be borne by TNPCB and not part of GC fee

#	Position	Qualification	Years of experience	Relevant experience
1	Team Leader- (1 person)	Master's Degree in Environmental Engineering/ Planning or equivalent	15 years	<ul style="list-style-type: none"> • International experience in working on complex, multi-disciplinary urban infrastructure development projects with governments or multi-lateral agencies • Experience in projects related to plastic waste management, implementation plastic waste management/SUP related regulations • Experience of leading urban projects involving waste management, plastic waste management, and sanitation sectors;
2	Project Manager- (1 person)	Master's Degree in Environmental Engineering/ Planning or equivalent	8 years	<ul style="list-style-type: none"> • International experience in working on complex, multi-disciplinary urban infrastructure development projects with governments or multi-lateral agencies • Experience in projects related to plastic waste management, implementation plastic waste management/SUP related regulations • Experience of leading urban projects involving waste management, plastic waste management, and sanitation sectors;
3	Project Coordinators- (2 persons)	Degree in Civil/ Chemical/ Environmental Engineering/ Urban Planning or equivalent/ Masters in Public policy/ Social sciences or equivalent.	5 years (each)	<ul style="list-style-type: none"> • Experience of working with Governments/ Local bodies • Experience in data analysis/report preparation • Experience in monitoring and evaluation projects • Fluency in Tamil is an added advantage
4	Field Staff- (5 persons)	Degree in Engineering/ or equivalent/ M.Sc., Environmental Science	3 years (each)	<ul style="list-style-type: none"> • Experience of working with Governments/ Local bodies • Experience in data analysis/report preparation • Experience in monitoring and evaluation projects • Fluency in Tamil is an added advantage
5	Data Entry Staff- (5 persons)	Degree in Engineering/ or equivalent/ M.Sc., Environmental Science	3 years (each)	<ul style="list-style-type: none"> • Experience of working with Governments/ Local bodies • Experience in data analysis/report preparation • Experience in monitoring and evaluation projects • Fluency in Tamil is an added advantage

5. Time duration, Level of Effort, and Payment Schedule

The duration of the engagement is for one year, which may be extended for further one year on mutual agreement.

The Project Manager and Project Coordinators of the consultant team are expected to be available **full time on site during this period.**

The payment to the Technical Support Unit of Consultant will be made as equal retainer payments calculated by dividing the consultants quote by the number of months, provided deduction will be made if any of the personnel availed holidays more than one day per month on pro rata basis from the remuneration rate claimed for each personnel.

All the personnel should work on Saturdays also in person. However on Sundays and other holidays they should work, if intended, during urgency.

Working hours will be normally 10 AM to 6 PM. However, they should work after 6.00 PM, if intended, during urgency.

6. Facilities to be made available by TNPCB

TNPCB shall provide office space including power supply, telecommunication, and internet to the Selected Bidder

7. Reporting

The Consultant will work under the Plastic Waste Management Section in TNPCB under the direct supervision of the Member Secretary, TNPCB, or a person appointed by them.

Schedule 2

Contract for Consultant's services

**Project Management Support for the implementation and
monitoring of the Climate Warriors initiative**

Contract No: _____

Between

Name of the client

And

Name of the consultant

Dated: _____

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Schedule 2: AGREEMENT

This AGREEMENT (hereinafter called the “**Agreement**”) is made on theday of the month of 20..., between, on the one hand, the [The Member Secretary, TNPCB, Chennai] (hereinafter called the “**Authority**” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, (Hereinafter called the “**Consultant**” which expression shall include their respective successors and permitted assigns).

WHEREAS

- A) The Authority vide its Request for Proposal for Strategy Development and Implementation Support to Tamil Nadu Pollution Control Board (hereinafter called the “**Consultancy**”) for the XXX Project (hereinafter called the “**Project**”);
- B) the Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and
- C) the Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated.....(the “**LOA**”); and
- D) in pursuance of the LOA, the parties have agreed to enter into this Agreement

NOW, THEREFORE, the parties hereby agree as follows:

1. GENERAL

1.1. Definitions and interpretations

- 1.1.1. The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them
 - A) “**Additional Costs**” shall have the meaning set forth in Clause 6.1.2;
 - B) “**Agreement**” means this Agreement, together with all the Annexes;
 - C) “**Agreement Value**” shall have the meaning set forth in Clause 6.1.2;
 - D) “**Applicable Laws**” 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;
 - E) “**Confidential Information**” shall have the meaning set forth in Clause 3.3;
 - F) “**Conflict of Interest**” shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
 - G) “**Dispute**” shall have the meaning set forth in Clause 8.2.1;
 - H) “**Effective Date**” means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;

- I) **“Government”** means the Government of Tamil Nadu;
- J) **“INR, Re. or Rs.”** means Indian Rupees;
- K) **“Member”**, in case the Consultant consists of a joint venture or consortium of more than one entity, means any of these entities, and **“Members”** means all of these entities;
- L) **“Party”** means the Authority or the Consultant, as the case may be, and **“Parties”** means both of them;
- M) **“Personnel”** means persons hired by the Consultant or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof;
- N) **“Resident Personnel”** means such persons who at the time of being so hired had their domicile inside India;
- O) **“RFP”** means the Request for Proposal document in response to which the Consultant’s proposal for providing Services was accepted;
- P) **“Services”** means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- Q) **“Sub-Consultant”** means any entity to which the Consultant subcontracts any part of the Services; and
- R) **“Third Party”** means any person or entity other than the Government, the Authority, the Consultant or a Sub-Consultant.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP

- 1.1.2. The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:
 - a. Agreement;
 - b. Annexes of Agreement;
 - c. RFP; and
 - d. Letter of Award

1.2. Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder

1.3. Rights and Obligations

The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Agreement, in particular:

- a. the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- b. the Authority shall make payments to the Consultant in accordance with the provisions of the Agreement.

1.4. Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in the State of Tamil Nadu.

1.5. Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

1.6. Table of contents and headings

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7. Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- a. in the case of the Consultant, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number as the Consultant may from time to time specify by notice to the Authority
- b. in the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in the same city as the Authority's office, it may send such notice by e-mail and by registered acknowledgement due, air mail or by courier; and
- c. any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.8. Location

The Services shall be performed at the site of the Project in Chennai, in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Consultant.

1.9. Authority of Member-in-charge

In case the Consultant consists of a consortium of more than one entity, the Parties agree that the Lead Member shall act on behalf of the Members in exercising all the Consultant's rights and obligations towards the Authority under this Agreement, including without limitation the receiving of instructions and payments from the Authority.

1.10. Authorised Representatives

1.10.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.

1.10.2. The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

Name :
Designation :
Mobile :
Email :

1.10.3. The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be:

Name :
Designation :
Mobile :
Email :

1.11. Taxes and duties

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it. Service Tax shall be payable over and above the Agreement Value in accordance with the governing tax laws of India.

2. COMMENCEMENT, COMPLETION, AND TERMINATION OF AGREEMENT

2.1. Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the "Effective Date").

2.2. Commencement of Services

The Consultant shall commence the Services within a period of 15 (fifteen) days from the Effective Date, unless otherwise agreed by the Parties.

2.3. Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 2 (two) weeks' notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the Earnest Money Deposit of the Consultant shall stand forfeited

2.4. Expiry of Agreement

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of (i) expiry of a period of 90 (ninety) days after the delivery of the final deliverable to the Authority. Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder.

2.5. Entire Agreement

2.5.1. This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

2.5.2. Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

2.6. Modifications of Agreement

Modification of the terms and conditions of this Agreement, including any modification 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 made by the other Party.

2.7. Force Majeure

2.7.1. Definition

- a. For the purposes of this Agreement, "**Force Majeure**" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and 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 (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

- b. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- c. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2. No Breach of Agreement

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 Agreement 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 Agreement.

2.7.3. Measures to be taken

- a. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c. The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

2.7.4. Extension of time

Any period within which a Party shall, pursuant to this Agreement, 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.

2.7.5. Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for Additional Costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.7.6. Consultation

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8. Suspension of Agreement

The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this

Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Consultant of such notice of suspension.

2.9. Termination of Agreement

2.9.1. By the Authority

The Authority may, by not less than 30 (thirty) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- a. the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- b. the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- c. the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8.4 hereof;
- d. the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- e. any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- f. 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 60 (sixty) days; or
- g. the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2. By the consultant

The Consultant may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- a. the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 8 hereof within 45 (forty five) days after receiving written notice from the Consultant that such payment is overdue;
- b. the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breach;

- c. 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 60 (sixty) days; or
- d. the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 8 hereof.

2.9.3. Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the Consultant's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

2.9.4. Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 3.9 or 3.10 hereof.

2.9.5. Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority):

- a. remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination
- b. reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and
- c. except in the case of termination pursuant to sub-clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Consultant's personnel.

2.9.6. Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 8.4 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1. General

3.1.1. Standards of Performance

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub-Consultants or Third Parties.

3.1.2. Terms of Reference

The scope of services to be performed by the Consultant is specified in the Terms of Reference (the "TOR") at Annex I of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

3.1.3. Applicable Laws

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Consultant, as well as the Personnel and agents of the Consultant and any Sub-Consultant, comply with the Applicable Laws.

3.2. Conflict of Interest

3.2.1. The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.2. Consultant and Affiliates not to be otherwise interested in the Project

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of five years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

3.2.3. Prohibition of conflicting activities²

Neither the Consultant nor its Sub-Consultant nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

² Any project or assignment that the consultant has been undertaking prior to signing this contract will not be considered as conflict and will be allowed to carry on such project/ assignment

- a. during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- b. after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- c. at any time, such other activities as have been specified in the RFP as Conflict of Interest.

3.2.4. Consultant not to benefit from commissions, discounts, etc.

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.5. The Consultant and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, the time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

3.2.6. Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.2.7. For the purposes of Clauses 3.2.5 and 3.2.6, 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 actions of any person connected with the Selection Process (for removal of doubt, offering of employment 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 Selection Process or LOA or dealing with matters concerning the Agreement 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) engaging in any manner whatsoever, whether during the Selection Process or after the issue of 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 adviser the Authority in relation to any matter concerning the Project;

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

3.3. Confidentiality

The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority’s employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement (**“Confidential Information”**), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Consultant, its Sub-Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

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

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

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

3.4. Liability of the Consultant

3.4.1. The liability of the consultant as defined in this RFP will be limited to the Agreement Value, as specified in this RFP

3.5. Insurance to be taken by the Consultant

3.5.1. The following are the insurance to be taken by the consultants

- i) The Consultant shall, for the duration of this Agreement, take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at its (or the Sub-Consultant's, as the case may be) own cost, but on terms and conditions approved by the Authority, insurance against the risks, and for the coverages, as specified in the Agreement and in accordance with good industry practice.
- ii) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.
- iii) If the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Authority shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premium and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the Authority.
- iv) Except in case of Third Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company to this effect; provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Authority as the sole beneficiary of the Consultant or require an undertaking to that effect.

3.5.2. The Parties agree that the risks and coverages shall include but not be limited to the following:

- i) Third Party liability insurance as required under Applicable Laws, with a minimum coverage equivalent to Agreement Value;
- ii) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultant, in accordance with Applicable Laws; and
- iii) Professional liability insurance for an amount no less than the Agreement Value.

The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount stated in Clause 6.1.2 of the Agreement. In case of consortium, the policy should be in the name of Lead Member and not in the name of individual Members of the consortium.

3.6. Consultant's actions requiring the Authority's prior approval

The Consultant shall obtain the Authority's prior approval in writing before taking any of the following actions:

- i) Appointing such members of the Professional Personnel as are not listed in Annex I.
- ii) entering into a subcontract for the performance of any part of the Services, it being understood that the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Agreement; or
- iii) any other action that is specified in this Agreement

3.7. Reporting obligations

The Consultant shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

3.8. Documents prepared by the Consultant to be property of the Authority

- 3.8.1. All documents prepared by the consultant (referred to as "**Consultancy Documents**") in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created.
- 3.8.2. The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents.
- 3.8.3. The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as '**Claims**') which may arise from or due to any unauthorised use of such Consultancy Documents.
- 3.8.4. TNPCB shall hold the Consultant indemnified for any Claims which may arise from or due to unintended use of such Consultancy Documents.

3.9. Equipment and materials furnished by the Authority

Equipment and materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or

expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the Authority.

3.10. Providing access to Project Office and Personnel

The Consultant shall ensure that the Authority, and officials of the Authority having authority from the Authority, are provided unrestricted access to the Project Office and to all Personnel during office hours. The Authority's official, who has been authorized by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction.

4. CONSULTANT'S PERSONNEL AND SUB CONSULTANTS

4.1. General

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services

4.2. Deployment of Personnel

4.2.1. The designations, names and the estimated periods of engagement in carrying out the Services by each of the Consultant's Personnel are described in Annex II of this Agreement.

4.2.2. If additional work is required beyond the scope of the Services specified in the Terms of Reference, the estimated periods of engagement of Personnel, set forth in the Annexes of the Agreement may be increased by agreement in writing between the Authority and the Consultant, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value set forth in Clause 6.1.2

4.3. Approval of Personnel

If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at Appendix-I of the RFP. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the Authority.

4.4. Substitution of key personnel

The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances. Such substitution shall be subject to an equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

5. OBLIGATIONS OF THE AUTHORITY

5.1. Assistance in clearances, etc.,

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

- i) provide the Consultant, its Sub-Consultants and Personnel with work permits and such other documents as may be necessary to enable the Consultant, its Sub- Consultants or Personnel to perform the Services;
- ii) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2. Access to land and property

The Authority warrants that the Consultant shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services, and (ii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause 6.1.3

5.3. Payment

In consideration of the Services performed by the Consultant under this Agreement, the Authority shall make to the Consultant such payments and in such manner as is provided in Clause 6 of this Agreement

6. PAYMENT TO THE CONSULTANT

6.1. Cost estimates and Agreement value

6.1.1. An abstract of the cost of the Services payable to the Consultant is set forth in Annex III of the Agreement

6.1.2. Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1.3, the payments under this Agreement shall not exceed the agreement value specified herein (the “**Agreement Value**”). The Parties agree that the Agreement Value is Rs.

..... (Rupees.
.....).

6.1.3. Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clauses 2.6 and 2.7, the Parties agree that additional payments shall be made to the Consultant in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 6.1.1 above, the Agreement Value set forth in Clause 6.1.2 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2. Currency of Payments

All payments shall be made in Indian Rupees.

6.3. Mode of billing and payment

6.3.1. The Consultant shall be paid for its services as per the Payment Schedule at Annex IV of this Agreement.

- 6.3.2. The Authority shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by the Authority of duly completed bills with necessary particulars (the “Due Date”).
- 6.3.3. Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum
- 6.3.4. All payments under this Agreement shall be made to the account of the Consultant as maybe notified to the Authority by the Consultant

7. FAIRNESS AND GOOD FAITH

7.1. Good Faith

The Parties undertake to act in good faith with respect to each other’s rights under this Agreement and to adopt all reasonable measures to ensure the realisation of the objectives of this Agreement.

7.2. Operations of the Agreement

The Parties recognise that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

8. SETTLEMENT OF DISPUTES

8.1. Amicable settlement

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

8.2. Dispute resolution

8.2.1. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “**Dispute**”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 8.3.

8.2.2. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non- privileged records, information and data pertaining to any Dispute.

8.3. Conciliation

In the event of any Dispute between the Parties, either Party may call upon Chairman, Tamil Nadu Pollution Control Board and the Chairman of the Board of Directors of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 8.4

8.4. Arbitration

- 8.4.1. Any Dispute which is not resolved amicably by conciliation, as provided in Clause 8.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 8.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “**Rules**”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act,1996. The place of such arbitration shall be the capital of the State where the Authority has its headquarters and the language of arbitration proceedings shall be English.
- 8.4.2. There shall be an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules
- 8.4.3. The arbitrators shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Clause 8 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.
- 8.4.4. The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be.
- 8.4.5. This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder

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

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

For and on behalf of

Consultant:

Authority:

Signature:

Signature:

Name:

Name:

Designation:

Designation:

Address:

Address:

In the presence of:

1)

2)

Annex I: Terms of Reference

(Reproduce Schedule-1 of RFP)

Annex II: Deployment of Key Personnel

Reproduce as per Form-7 of Appendix I

Annex III: Cost of Services

Reproduce as per Form-2 of Appendix II

Annex IV: Payment Schedule

Monthly payments shall be made to the Consultants based on the Agreement Value, and calculated on a pro rata basis for each Month

1. Fixed Component

Lump-sum amount (the Agreement Value)	: M
Total period of consultancy	: 12 months
Monthly payment to consultants	: M/12

The payment to the Technical Support Unit of Consultant will be made as equal retainer payments calculated by dividing the consultants quote by the number of months, provided deduction will be made if any of the personnel availed holidays more than one day per month on pro rata basis from the remuneration rate claimed for each personnel.

APPENDICES

APPENDIX I: TECHNICAL PROPOSAL

Form 1: Letter of Proposal

(On Bidder's letterhead)

(Date or Reference)

To

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

Sub: Appointment of Consultant for Technical Support for development and implementation of action plan for implementation of ban on single use plastics

Dear Sir,

1. With reference to your RFP Document dated, I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant for Strategy Development and Implementation Support unit (the "Consultant") for XXX Project. The proposal is unconditional and unqualified.
2. I/We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We declare that:
 - a. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
 - b. I/We do not have any conflict of interest as defined in this RFP Document;
 - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or

restrictive practice, as defined in this RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

- d. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of this RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Bidders in accordance with this RFP document
8. I/We declare that we are not a member of any other Consortium applying for Selection as a Consultant
9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates
11. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
12. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected
13. I/We agree to keep this offer valid for 120 (ninety) days from the PDD specified in the RFP.
14. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form 4.
15. In the event of my/our firm being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the form at Schedule–2 of the RFP.
16. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
17. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
18. I/We agree and undertake to abide by all the terms and conditions of the RFP Document

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

Yours faithfully,

(Signature, name, and designation of the authorised signatory)

(Name and seal of the Bidder/ Lead Member)

Form 2: Particulars of the Bidder

1	Title of Consultancy	
2	Name of the Bidder	
3	Legal status (Proprietorship/ partnership/etc.)	
4	Country of incorporation	
5	Registered address of Bidder	
6	Year of incorporation	
7	Year of commencement of business	
8	Principal place of Business	
9	Name of the authorised signatory	
10	Designation of authorised signatory	
11	Address of authorised signatory	
12	Phone no:	
13	Email address	
14	Details of other firms in the consortia (Name, legal status, country of incorporation, registered address, principal place of business)	
15	In case of non-Indian firm, does the firm have business presence in India	Yes/ No
16	Has the Bidder or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years	
17	<p>(signature, name, designation of the authorised signatory)</p> <p>For and on behalf of</p>	

Form 3: Statement of legal capacity

(To be forwarded on the letterhead of the Bidder)

Reference Date:

To

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

Dear Sir,

Sub: Appointment of Consultant for

I/We hereby confirm that we, the Bidder (along with other members in case of consortium, the constitution of which has been described in the Proposal), satisfy the terms and conditions laid down in the RFP document

I/We have agreed that(*insert Bidder's name*) will act as the Lead Member of our consortium

I/We have agreed that (*insert individual's name*) will act as our Authorised Representative/ will act as the Authorised Representative of the consortium on our behalf and has been duly authorized to submit our Proposal. Further, the authorised 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 authorised signatory)

For and on behalf of

Form 4: Power of Attorney

Know all men by these presents, We,
..... (Name of Firm and address
of the
registered office) do hereby constitute, nominate, appoint and authorise Mr /
Ms..... son/daughter/wife and presently residing
at

....., who is presently employed with/ retained by us and holding the
position of..... as our true and lawful attorney (hereinafter referred to
as the “**Authorised Signatory**”) to do in our name and on our behalf, all such acts, deeds and things as
are necessary or required in connection with or incidental to submission of our Proposal for and
selection as the Consultant for Strategy Development and Implementation Support to the Tamil Nadu
Pollution Control Board (the “**Authority**”) including but not limited to signing and submission of all
applications, proposals and other documents and writings, participating in pre-bid and other
conferences and providing information/ responses to the Authority, representing us in all matters
before the Authority, signing and execution of all contracts and undertakings consequent to
acceptance of our proposal and generally dealing with the Authority in all matters in connection with
or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till
the entering into of the Agreement with the Authority.

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

IN WITNESS WHEREOF WE,..... THE ABOVE NAMED PRINCIPAL
HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For

(Signature, name, designation, and address)

Witnesses:

- 1)
- 2)

Notarised:

Accepted

.....

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

Form 5: Financial Capacity of the Bidder

S No	Financial Year	Annual Revenue from Advisory and Consultancy services (Rs)
1		
2		
3		
Average		

Certificate from the Statutory Auditor*

This is to certify that..... (Name of the Bidder)
 has received the payments shown above against the respective years on account of professional fees from advisory and consulting services.

Signature, name, designation of the authorised signatory

Date:
Name and seal of the firm

* In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder.

Note:

- 1) Please do not attach any printed Annual Financial Statement
- 2) In case of a consortium, Form 5 shall be submitted for all the members of the consortia

Form 6: Description of approach, methodology, and work plan in response to the Terms of Reference

A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing.

Suggested structure:

- a. **Technical Approach and Methodology:** Explain understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.
- b. **Work Plan:** Outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations and tentative delivery dates of the monthly progress reports. The proposed work plan should be consistent with the technical approach and methodology, showing 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.
- c. **Organization and Staffing:** Describe the structure and composition of your team, including the list of the Key Personnel, Sector Experts, Support Team and relevant technical and administrative support staff.

Form 7: Team Composition, Task Assignment and Level of Effort

Name of Staff & firm associated with	Area of expertise	Designation	Assigned tasks	No of staff months

Form 8: Particulars of Key Professional

S No	Designation of Key Personnel	Name	Educational Qualification	length of experience
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Form 9: Abstract of relevant assignments of the Bidder

S No	Name of Project	Name of the Client
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

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

In the event that the Bidder does not wish to disclose the actual fee received for any particular assignment, it may state that it has received more than the amount specified for eligibility under this RFP. For example, it may state: "Above Rs. 5 (five) crores" in respect of a particular project.

Form 10: Eligible Assignments of Bidder

Sr. No.	Project Name	Client's Name and address	Total Contract Value in INR Crores	Project Start date	Date of completion	Project Duration	Main features of the Project (Description of the Scope of work)	Client Contact Information (Name, Phone No. & Email ID)
1								
2								
3								
4								
5								

Note:

1. A copy of contract/ engagement letter/LOA shall be submitted as documentary evidence for the experience on project delivered for Government, local bodies, multi-lateral agencies, etc.
2. In the event that the Bidder does not wish to disclose the payment received by it as professional fees for any particular assignment, it may state that it has received more than the amount specified in this statement.

Form 11: Curriculum Vitae of Key Personnel

Position Title			
Name of Expert			
Date of Birth			
Country of Citizenship/ Residence			
Education:			
College/ University	Degree/ Diploma obtained	Dates Attended	
Employment record relevant to the assignment:			
Period	Employing organisation, Title/position, and References	Country	Summary of activities performed relevant to the assignment
Membership in professional associations and publications:			
□			
Language skills:			
Language	Speaking	Reading	Writing
Adequacy for the assignment			
Detailed tasks assigned on consultant's team of Experts			
Assignments that best illustrate capability to handle the assigned tasks:			
<u>Name of the assignment:</u>			
Year: /Location: /Client:			
Main project features:			
Position held:			
Activities Performed:			
Experts contact information		Email: 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.

Name of the expert**Signature****Date****Name of the authorised
representative of the consultant****Signature****Date**

APPENDIX II: FINANCIAL PROPOSAL

Form 1: Letter of Proposal

(On Bidder's letterhead)

(Date and Reference)

To

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

Dear Sir,

Sub: Appointment of Consultant for Project Management Support for the implementation and monitoring of the Climate Warriors initiative in Tamil Nadu

I/We,(Bidder's name) herewith enclose the Financial Proposal for selection of my/our firm as Consultant for Technical Support for development and implementation of action plan for implementation of ban on single use plastics.

I/We agree that this offer shall remain valid for a period of 120 (one hundred and twenty) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

Note: The Financial Proposal is to be submitted strictly in BOQ format given in the RFP in TN etenders website. No financials should be included in the Technical proposal.

Sd/-xxxxx
Chairperson

