



Tamil Nadu Urban Finance and Infrastructure Development Corporation Limited

(A Government of Tamil Nadu Undertaking)

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

Phone No.044-24329800, 24329801. Fax: 044-24350814, E-mail: projsec.tufidco@tn.gov.in

NOTICE INVITING TENDER

Lr.No.TUFIDCO/AMRUT/1055/AM (M)/2019

Date: 10-03-2020

Invitation of Bids for

**Establishment of Programme Management Unit (PMU) to provide
Handholding support to TUFIDCO for implementation of AMRUT,
Smart Cities Mission and Other Schemes in Tamil Nadu.**

TUFIDCO invites Bid from eligible and willing firms for 'Establishment of Programme Management Unit (PMU)' to provide Handholding support to TUFIDCO for implementation of AMRUT, Smart Cities Mission and other schemes in Tamil Nadu.

The Bid Document for the above assignment may be downloaded free of cost from the websites: <http://www.tenders.tn.gov.in>, www.tufidco.in from **11-03-2020** onwards.

**Last Date and Time for Submission of Bids:
15-04-2020 - 3:00 p.m.**

Any clarification in this regard may be obtained from
Dr. R. Murugan, Deputy General Manager, TUFIDCO, Chennai.
Contact No.044-24329800, 24329801. **Additional Chief Secretary/
Chairman and Managing Director**
DIPR/1263/Tender/2020

REQUEST FOR PROPOSAL

Particulars	Details
Authority	Tamilnadu Urban Finance and Infrastructure Development Corporation (TUFIDCO) on behalf of Mission Directorate for Atal Mission for Rejuvenation and Urban Transformation (AMRUT) and Smart Cities.
Assignment Name	Establishment of Programme Management Unit (PMU) to provide handholding support to TUFIDCO for implementation of AMRUT, Smart Cities Mission and other schemes (as per the Government of India's directions) in Tamil Nadu
Document Issue Date	11.03.2020
Document Number	TUFIDCO/AMRUT/1055/AM(M)/2019

Tamilnadu Urban Finance and Infrastructure Development Corporation,
490, Anna Salai, Nandanam, Chennai - 35.
Phone: 044 - 24329800,801,802
Email: projsec.tufidco@tn.gov.in
Fax: 044 - 24350814

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DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Consultants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Consultants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Consultants or any other person. The purpose of this RFP is to provide interested Consultants with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Consultant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Consultant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

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

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person including any Consultant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.

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

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

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

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

Section 1. Letter of Invitation

RFP No. TUFIDCO/AMRUT/1055/AM (M)/2019

11/03/2020

Title of the Consulting Services: Establishment of Programme Management Unit (**PMU**) to provide handholding support to TUFIDCO for implementation of AMRUT, Smart Cities Mission and other schemes (as per the Government of India's directions) in Tamil Nadu.

Dear Mr. /Ms.:

1. The Tamil Nadu Urban Finance and Infrastructure Development Corporation, (hereinafter called "**Authority**") is implementing Centrally sponsored projects namely AMRUT and Smart Cities Mission and other schemes (as per the Government of India's directions) in Tamil Nadu.
2. The Authority now invites proposals to provide the following consulting services (hereinafter called "Services"): Establishment of Programme Management Unit to provide handhold support to TUFIDCO for implementation of Atal Mission for Rejuvenation and Urban Transformation (AMRUT), Smart Cities Mission and other schemes (as per the Government of India's directions) in Tamil Nadu. More details on the Services are provided in Section 8. Terms of Reference.
3. It is not permissible to transfer this invitation to any other firm.
4. A firm will be selected under **Least Cost Selection (LCS)** and in a Proposal format as described in this RFP.
5. Consultants are advised that the selection of Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.
6. The bids shall be accepted through Physical form as described in this RFP.
7. The Bid will be rejected in case the Consultant has submitted the conditional bid and/or the specifications of the terms to be supplied are not complied with RFP.
8. The Consultants will submit the proposal by the date & time indicated in Data Sheet and the instructions to the Consultants called project specific information
9. The RFP includes the following documents:
 - Section 1 – Letter of Invitation
 - Section 2 – Instructions to Consultants and Data Sheet

Section 3 – Qualification Documents & Technical Proposal - Standard Forms

Section 4 – Financial Proposal - Standard Forms

Section 5 – Eligible Countries

Section 6 – Corrupt and Fraudulent Practices

Section 7 – Miscellaneous

Section 8 – Terms of Reference

Section 9 – Standard Forms of Contract

Additional Chief Secretary/
Chairman and Managing Director
TUFIDCO

Section 2. Instructions to Consultants (ITC) and Data Sheet

A. General Provisions	
1. Definitions	<p>(a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.</p> <p>(b) “Applicable Law” means the laws and any other instruments having the force of law in India, as they may be notified and in force from time to time.</p>
2. Introduction	<p>2.1 The Authority named in the Data Sheet intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.</p> <p>2.2 The Consultants are invited to submit a Qualification Documents, Technical Proposal and a Financial Proposal, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating (except financials) and ultimately signing the Contract with the selected Consultant.</p> <p>2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-bid meeting if one is specified in the Data Sheet. Attending any such pre-bid meeting is optional and is at the Consultants’ expense. If any such pre-bid meeting is organized, a maximum of two personnel can attend the meeting on behalf of each Consultant.</p> <p>2.4 The Authority will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the Data Sheet.</p>
3. Conflict of Interest	<p>3.1 The Consultant is required to provide professional, objective, impartial advice, at all times holding the Authority’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work</p> <p>3.2 The Consultant has an obligation to disclose to the Authority any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Authority. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the TUFIDCO. Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below</p>

a. Conflicting activities	(i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Authority to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.
b. Conflicting assignments	(ii) Conflict among consulting assignments: a Consultant (including its Personnel and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Authority.
4. Unfair Competitive Advantage	4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Authority shall indicate in the Data Sheet and make available to all Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.
5. Corrupt and Fraudulent Practices	5.1 The Authority requires compliance in regard to corrupt and fraudulent practices as set forth in Section 6. 5.2 In further pursuance of this policy, Consultant shall permit and shall cause its agents, Personnel, Sub-consultants, sub-contractors, services providers, or suppliers to permit the Authority to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Authority.
6. Eligibility	6.1 The Authority permits consultants /firms from all countries to offer consulting services. 6.2 Furthermore, it is the Consultant's responsibility to ensure that its Personnel, agents (declared or not), service providers, suppliers and/or their employees meet the eligibility requirements as established by the Authority.
B. Preparation of Proposals	
7. General Considerations	7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

<p>8. Cost of Preparation of Proposal</p>	<p>8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Authority shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Authority is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.</p>
<p>9. Language</p>	<p>9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Authority shall be written in the language(s) specified in the Data Sheet.</p>
<p>10. Documents Comprising the Proposal</p>	<p>10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.</p> <p>10.2 If specified in the Data Sheet, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Authority country's laws against fraud and corruption (including bribery).</p> <p>10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).</p>
<p>11. Only One Proposal</p>	<p>11.1 The Consultant shall submit only one Proposal, either in its own name. If a Consultant submits or participates in more than one proposal, all such proposals shall be disqualified and rejected.</p>
<p>12. Proposal Validity</p>	<p>12.1 The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.</p> <p>12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Personnel, the proposed rates and the total price.</p> <p>12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 5 of this ITC.</p>

<p>a. Extension of Validity Period</p>	<p>12.4 The Authority will make its best effort to complete the negotiations within the proposal’s validity period. However, should the need arise, the Authority may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals’ validity.</p> <p>12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Personnel.</p> <p>12.6 The Consultant has the right to refuse to extend the validity of its Proposal after (90 days) in which case such Proposal will not be further evaluated.</p>
<p>b. Substitution of Key Personnel (Expert Pool, Resource Pool and Deputy Team Leader) at Validity Extension</p>	<p>12.7 If any of the Key Personnel become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Authority together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.</p> <p>12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Authority, such Proposal will be rejected by the Authority.</p> <p>12.9 The replacement of the consultant during the project duration shall be as indicated in the Data Sheet.</p>
<p>c. Sub-Contracting</p>	<p>12.10 The Consultant shall not subcontract whole of the Services.</p>
<p>13. Clarification and Amendment of RFP</p>	<p>13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals’ submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Authority’s address indicated in the Data Sheet. The Authority will respond in writing, or by standard electronic means, and will upload the response (including an explanation of the query but without identifying its source) or the clarifications shall be uploaded on the Authority’s website. Should the Authority deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure</p>

	<p>described below:</p> <ul style="list-style-type: none"> a) At any time before the proposal submission deadline, the Authority may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendments shall be uploaded on the Authority’s website and will be binding on them. The Consultants shall update themselves by visiting the Authority’s website regularly, for not being updated by the Consultants themselves, Authority bears no responsibility. b) If the amendment is substantial, the Authority may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals. <p>13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.</p>
<p>14. Preparation of Proposals – Specific Considerations</p>	<p>14.1 While preparing the Proposal, the Consultant must give particular attention to the following:</p> <ul style="list-style-type: none"> a) The Authority may indicate in the Data Sheet the estimated Key Personnel’ time input (expressed in person- month) or the Authority’s estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant’s own estimates for the same. b) If stated in the Data Sheet, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the Data Sheet) of Key Personnel, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the Data Sheet.
<p>15. Qualification Documents, Technical Proposal Format and Content</p>	<p>15.1 The Pre-Qualification Documents and Technical Proposal shall not include any financial information. A Pre-Qualification Documents and Technical Proposal containing financial information shall be declared non-responsive.</p> <p>15.1.1 Consultant shall not propose alternative Key Personnel. Only one CV shall be submitted for each Key Expert position as indicated in the TOR.</p>

	<p>Failure to comply with this requirement will make the Proposal non- responsive.</p> <p>15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the Data Sheet and using the Standard Forms provided in Section 3 of the RFP.</p>
16. Financial Proposal	16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Personnel and Non-Key Personnel, (b) reimbursable expenses indicated in the Data Sheet.
a. Price Adjustment	16.2 A price adjustment provision applies to remuneration rates - No
b. Taxes	16.3 The Consultant and its Sub-consultants and Personnel are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in the Authority's country is provided in the Data Sheet.
c. Currency of Proposal	16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the national currency.
d. Currency of Payment	16.5 Payment under the Contract shall be made in the currency of Authority's country (INR)
17. Earnest money Deposit	<p>17.1 An EMD amount as indicated in the Data Sheet in the form of demand draft (DD) drawn in favour of the Authority name indicated in the Data Sheet and payable at place as mentioned in the Data Sheet, must be submitted along with the Proposal.</p> <p>17.2 Proposals not accompanied by EMD shall be rejected as non- responsive.</p> <p>17.3 No interest shall be payable by the Authority for the sum deposited as earnest money deposit.</p> <p>17.4 The EMD of the unsuccessful Consultants would be returned back within one month of signing of the contract.</p> <p>17.5 The EMD of the successful Consultant would retained by the Authority as part of Performance Security. The successful Consultant shall provide additional amount equal to the difference between the EMD and the Performance Security as Performance Security in the form of Demand Draft.</p>

<p>18. The EMD shall be forfeited by the Authority in the events</p>	<p>181 If Proposal is withdrawn during the validity period or any extension agreed by the consultant thereof.</p> <p>182 If the Proposal is varied or modified in a manner not acceptable to the Authority after opening of Proposal during the validity period or any extension thereof.</p> <p>183 If the consultant tries to influence the evaluation process.</p> <p>184 If the First ranked consultant withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the consultant).</p>
<p>19. Bid documents and Processing Fees</p>	<p>Nil</p>
<p>C. Submission, Opening and Evaluation</p>	
<p>20. Submission, Sealing, and Marking of Proposals</p>	<p>20.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission shall be physical (hard Copy).</p> <p>20.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for the Qualification Documents, Technical Proposal and the Financial Proposal and shall initial all pages as required. The authorization shall be in the form of a written power of attorney attached to the Qualification Documents Proposal</p> <p>20.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.</p> <p>20.4 The signed Proposal shall be marked “Original”, and its copies marked “Copy¹” as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>20.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked “Technical Proposal”, “Establishment of Programme Management Unit to provide handholding support to TUFIDCO for implementation of AMRUT, Smart Cities Mission and other schemes (as per the Government of India’s directions) in</p>

	<p>Tamil Nadu, reference number, name and address of the Consultant, and with a warning “Do Not Open until <i>[insert the date and the time of the Technical Proposal submission deadline]</i>.”</p> <p>20.6 Similarly, the original Financial Proposal shall be placed inside of a sealed envelope clearly marked “Financial Proposal” followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning “Do Not Open With The Technical Proposal.”</p> <p>20.7 The sealed envelopes containing the Pre-Qualification Documents, Technical and Financial Proposals (3 covers) shall be placed into one outer envelope and sealed (physically as well as digitally (except financials) as applicable). This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “Do Not Open Before 15.04.2020 3:30 pm”.</p> <p>20.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Authority will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.</p> <p>20.9 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.</p> <p>20.10 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Authority no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Authority after the deadline shall be declared late and rejected, and promptly returned unopened</p>
<p>21. Confidentiality</p>	<p>21.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Authority on any matter related to its Qualification Documents, Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.</p> <p>21.2 Any attempt by Consultants or anyone on behalf of the Consultant to influence improperly the Authority in the evaluation of the Proposals or Contract award</p>

	<p>decisions may result in the rejection of its Proposal and forfeiture of EMD.</p> <p>21.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Authority on any matter related to the selection process, it should do so only in writing.</p>
<p>22. Performance Security</p>	<p>221 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security in the form of EMD shall be forfeited and appropriated by the Authority as the mutually agreed pre- estimated compensation and damages payable to the Authority for, <i>inter alia</i>, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:</p> <ul style="list-style-type: none"> (a) if an Applicant engages in any of the Prohibited Practices specified in Clause 5 of this RFP; (b) if the Applicant is found to have a Conflict of Interest as specified in Clause 3 of this RFP; and (c) if the selected Applicant commits a breach of the Agreement. <p>222 An amount equal to 5% (Five per cent) of the agreement value shall be deemed to be the Performance Security for the purpose of this Clause 22, which may be forfeited and appropriated in accordance with the provisions hereof.</p>
<p>23. Opening of Technical Proposals</p>	<p>23.1 The Authority's evaluation committee shall conduct the opening of the Qualification Documents & Technical Proposals in the presence of the Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed until they are opened in accordance with Clause 27 of the ITC.</p> <p>23.2 At the opening of the Qualification Documents Proposals the following shall be read out:</p> <p>23.3 the name and the country of the Consultant</p> <p>23.4 the presence or absence of a duly sealed envelope with the Financial Proposal;</p> <p>23.5 any modifications to the Proposal submitted prior to proposal submission deadline; and</p>

	<p>23.6 any other information deemed appropriate or as indicated in the Data Sheet</p>
<p>24. Proposals Evaluation</p>	<p>24.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Pre-Qualification Documents and Technical Proposals shall have no access to the Financial Proposals until the Pre-Qualification Documents & technical evaluation is concluded.</p> <p>24.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Authority will conduct the evaluation solely on the basis of the submitted Qualification documents, Technical and Financial Proposals.</p>
<p>25. Evaluation of Qualification Documents and Technical Proposals</p>	<p>25.1 The Authority’s evaluation committee shall evaluate the Pre-Qualification Documents and Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Firstly each responsive proposal’s Pre-Qualification Documents shall be evaluated. The Consultants whosoever qualifies in the Pre-Qualification Documents their technical proposals shall be evaluated. Each qualified proposal in Pre-Qualification Documents will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.</p>
<p>26. Public Opening of Financial Proposals (for LCS method)</p>	<p>26.1 After the Pre-Qualification is completed the Authority shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum pre-qualification criteria. After the technical evaluation is completed, the Authority shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant’s overall technical score, as well as scores obtained for each criterion and sub- criterion) that their Financial Proposals will not be opened. The Authority shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals.</p>

	<p>The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant’s attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Consultant’s choice.</p> <p>26.2 The Financial Proposals shall be opened by the Authority’s evaluation committee at the date and time in the presence of the representatives of those Consultants whosoever shall be present and whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and/or uploaded on the Authority’s web site.</p> <p>26.3 The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected. The total error, mistake in numbers, calculation etc., in the financial proposal is the responsibility of the consultant. It will not bind the Authority. The total quoted value mentioned in the words shall be considered as final.</p>
<p>27. Correction of Errors</p>	<p>27.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.</p>
<p>a. Time-Based Contracts</p>	<p>a) If a Time-Based contract linked with performance form is included in the RFP, the Authority’s evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the amount quoted in words shall be considered as final. In case of</p>

	<p>discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Authority's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost. The decision taken by the evaluation committee is final.</p>
28. Taxes	28.1 The Authority's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Authority's country in accordance with the instructions in the Data Sheet.
29. Conversion to Single Currency	29.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet (Not Applicable)
30. Combined Quality and Cost Evaluation	
a. Quality- and Cost-Based Selection (QCBS)	Not Applicable
b. Fixed Budget Selection	Not Applicable
C. Least Cost Selection	Applicable
D. Negotiations and Award	
31. Negotiations	<p>31.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.</p> <p>31.2 The Authority shall prepare minutes of negotiations that are signed by the Authority and the Consultant's authorized representative.</p>
a. Availability of Key Personnel	<p>31.3 The invited Consultant shall confirm the availability of all Key Personnel included in the Proposal as a prerequisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Personnel' availability may result in the rejection of the Consultant's Proposal and the Authority proceeding to negotiate the Contract with the next-ranked Consultant.</p> <p>31.4 Notwithstanding the above, the substitution of Key Personnel at the negotiations may be considered if</p>

	<p>due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.</p>
b. Technical negotiations	<p>31.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Authority’s inputs, the special conditions of the Contract, and finalizing the “Description of Services” part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.</p>
c. Financial negotiations	<p>31.6 The negotiations include the clarification of the Consultant’s tax liability in India and how it should be reflected in the Contract.</p> <p>31.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract can be negotiated.</p>
32. Conclusion of Negotiations	<p>32.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Authority and the Consultant’s authorized representative.</p> <p>32.2 If the negotiations fail, the Authority shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Authority shall terminate the negotiations informing the Consultant of the reasons for doing so. The Authority will invite the next-ranked Consultant to negotiate a Contract. Once the Authority commences negotiations with the next-ranked Consultant, the Authority shall not reopen the earlier negotiations.</p>
33. Award of Contract	<p>33.1 After completing the negotiations the Authority shall sign the Contract; publish the award information as per the instructions in the Data Sheet; and promptly notify the other technically qualified Consultants or upload the detail on the website.</p> <p>33.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.</p>

Instructions to Consultants

E. Data Sheet

A. General	
1.1	Name of the Authority: Tamil Nadu Urban Finance and Infrastructure Development Corporation (TUFIDCO)
	Method of selection: Least Cost Selection
1.2	Financial Proposal to be submitted together with Pre-Qualification Document and Technical Proposal: Yes (3 covers) The name of the assignment is: “Establishment of Programme Management Unit (PMU) to provide handholding support to TUFIDCO for implementation of AMRUT, Smart Cities Mission and other schemes (as per the Government of India’s directions) in Tamil Nadu” – 5 Experts
1.3	A pre-bid meeting will be held: Yes Date of pre-proposal conference: 24.03.2020 Time: 03:00 PM The contact information for requesting clarifications is: Tamilnadu Urban Finance and Infrastructure Development Corporation, 490, Anna Salai, Nandanam, Chennai-35. Phone : 044 - 24329800,801,802 Fax: 044 - 24350814 E-Mail: projsec.tufidco@tn.gov.in Contact person: Dr.R.Murugan, Deputy General Manager, TUFIDCO, Chennai.
1.4	The Authority will provide the following inputs, project data, reports, etc. to facilitate for preparation of the Proposal Clarifications may be requested as per Clause 1.11 of Data Sheet
B. Preparation of Proposals	
1.5	This RFP has been issued in the English language. Proposals shall be submitted in English Language. All correspondence exchange shall be in English Language. No printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English by approved/authorized/licensed translator, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

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

	being deemed non-responsive to the RFP requirements.
1.13	A price adjustment provision applies to remuneration rates: No
1.14	Amount payable by the Authority to the Consultant under the contract to be subject to local taxation: Yes The Authority will - reimburse the Consultant for indirect local taxes including Goods & Service Tax and duties mentioned in the Financial Proposal - Yes - reimburse the Consultant income tax paid in India on the remuneration for services provided by the non-resident staff of the consultant – No
1.15	The Financial Proposal shall be stated in the following currencies: Consultant may express the price for their Services in Indian currency (INR)
1.16	An Earnest Money Deposit (EMD) of INR. 15,00,000/- (Indian Rupees fifteen lakh only) in the form of DD from a Nationalized bank in India and drawn in favour of the “ TNUIDRF ” payable at Chennai must be submitted along with the Proposal. EMD is refundable, subject to the conditions specified in the Data Sheet.
C. Submission, Opening and Evaluation	
1.17	<p>The Consultants shall submit their Proposals Physically (Hard Copy) only as per clause 1.20 of the data Sheet.</p> <p>The proposals shall be submitted physical only as indicated above.</p> <p>a) The original proposal, Pre-qualification, Technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for Pre-Qualification, Technical and Financial Proposals should respectively be submitted as per the formats provided in the RFP.</p> <p>b) An authorized representative of the Consultants shall initial all pages of the original Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign. The Pre-Qualification and Technical Proposal shall be submitted in Physical form in original and the electronic copy of the original shall be submitted in the form of CD or in pen drive. The signed Pre-Qualification and Technical Proposal shall be marked “ORIGINAL”. The financial Proposal shall be submitted in separate third cover.</p> <p>c) The original Proposals shall be placed in a sealed envelope clearly marked PRE-QUALIFICATION & “TECHNICAL PROPOSAL” followed by the name of the Assignment/job. The envelopes containing the Pre-Qualification Proposals, Technical Proposals, EMD, Power of Attorney shall be placed into an envelope and sealed physically as well as digitally as applicable.</p>

	<p>The Pre-Qualification proposal, technical proposal, EMD, power of Attorney shall be submitted in Physical form (One Original hard copy and 1 copy) with scanned copy (in CD/Pen drive) of the technical proposal.</p> <p>d) The original Financial Proposal shall be placed in a sealed envelope clearly marked FINANCIAL PROPOSAL” followed by the name of the Assignment/job. The outer envelope containing Pre-Qualification, Technical and Financial Covers separately shall bear the submission address, name of assignment/reference number be clearly marked “DO NOT OPEN, BEFORE [insert the time and date of the opening indicated in the Data sheet/key dates]”. The Authority shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a sealed cover, this will constitute grounds for declaring the Proposal non-responsive.</p> <p>e) The Proposals must be sent to the address/addresses indicated in the Data sheet as indicated in clause 1.21 and received by the Authority no later than the time and the date indicated in the Data sheet, or any extension to this. Any proposal received by the Authority after the deadline for submission shall be returned unopened.</p>
1.18	<p>The Consultant must submit the following: Physical Submission:</p> <ol style="list-style-type: none"> 1. One Original and One copy of Pre-Qualification and Technical Proposal and one digital copy of Pre-Qualification and Technical Proposal in CD/Pen drive 2. One Financial proposal
1.19	<p>The Proposals must be submitted no later than: Date:15.04.2020 Time: 3:00 PM [warning marking [“Do not open...”] in the outer sealed envelope] The Proposal submission address is: [Physical Submission] Tamilnadu Urban Finance and Infrastructure Development Corporation, 490, Anna Salai, Nandanam, Chennai-35. Phone : 044 - 24329800,801,802 Fax: 044 - 24350814 E-Mail: projsec.tufidco@tn.gov.in Contact person: Dr.R.Murugan, Deputy General Manager, TUFIDCO, Chennai.</p>
1.20	<p>An online option of the opening of the Technical Proposals: Not applicable</p>

	<p>The opening shall take place at: Same as the Proposal submission address” Date: 15.04.2020 Time: 03:30 PM.</p>
1.21	<p>Pre-Qualifications Documents (Envelop A):</p> <p>1. Technical Eligibility:</p> <p>a) The Consultant shall be an entity incorporated under the Indian Companies Act 1956/2013 or incorporated under equivalent law abroad or the Consultant should be a firm/LLP and should submit registration /incorporation under the governing legislation. The Consultant shall be required to submit a true copy of its Incorporation Certificate along with the Proposal.</p> <p>b) Consultant must have a valid Goods and Service Tax registration in India. The Consultant shall be required to submit relevant proof along with the Proposal.</p> <p>c) The applying firm should not have been sanctioned / blacklisted during the past 5 years (even if the sanction / black-list was subsequently withdrawn) by any government / quasi government agency or any Multi-Lateral Donor Body (World Bank, ADB, JICA, etc.). <i>Please attach a self-declaration stating the above.</i></p> <p>d) Experience in working as State Mission Management Unit for a minimum period of two years in Smart Cities Mission and AMRUT (experience of lead member only will be considered, if the experience is in the form of JV/Consortium).</p> <p>e) All the proposed 5 key experts should fulfill the minimum qualification and years of experience as specified in the Terms of Reference (ToR). <i>Please attach degree certificates of all the proposed key experts as a proof of education qualification.</i></p> <p>2. Financial Eligibility :</p> <p>a) Company should have minimum Average Annual Turnover of Indian Rupees (INR) 50 (Fifty) Crore (in the form of payments received from Professional consultancy services) in the last three financial years 2016-17, 2017-18 and 2018-19 (Please attach a certificate from the Chartered Accountant).</p> <p>b) Have a Positive Net Worth for the past three audited accounting years. (Please attach a certificate from the Chartered Accountant)</p> <p>The Consultant should fulfill all the above criteria to qualify for the next Technical stage evaluation.</p>

1.22	Technical Proposal (Envelop B): Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:			
1.23	No.	Details of experience	Sub criteria	Score
	(1)	Experience of working as State Mission Management Unit (SMMU) for Smart Cities Mission and AMRUT (2 SMMUs X 10 marks each) On completion of two years – 5 Marks On completion of three years -7 marks On completion of four years and above – 10 Marks <i>(attach LoA / Agreement / completion / performance certificate)</i>		20 Marks
	(2)	Experience in Preparation of Service Level Improvement Plan (SLIP) and State Annual Action Plan (SAAP) under AMRUT Programme and got approved from GoI. Preparation of SLIP – 2.5 marks plus Preparation of SAAP one year -2.5 Marks Preparation of SAAP two years -5 Marks Preparation of SAAP three years -7.5 Marks <i>(attach Authority certificate)</i>		10 Marks
	(3)	Experience in handholding reforms under AMRUT and Smart Cities Mission as per guidelines and got incentive for implementation of reforms from GoI. Handholding in receiving I year incentive - 2 marks Handholding in receiving I & II year incentive - 5 marks Handholding in receiving I, II & III year incentive - 10 marks <i>(attach Authority certificate)</i>		10 Marks
	(4)	Experience in proof checking / project appraisal of DPR for urban infrastructure projects such as Sewerage / water supply / roads) (each project cost of at least Rs. 100 Crores) Experience in one sector – 2.5 marks Experience in two sectors - 5 marks		5 marks

		<i>(attach Authority certificate)</i>		
	(5)	Experience in organizing Capacity Building Programmes under AMRUT No.of ULB functionaries covered Upto 250 participants –2 marks 251 to 500 participants – 5 marks 501 and above - 10 marks <i>(attach Authority certificate)</i>		10 marks
	(6)	Experience in undertaking 2 exposure visits Experience in one exposure visit – 2.5 marks Experience in two exposure visit - 5 marks <i>(attach Authority certificate)</i>		5 Marks
	(7)	Capability, Experience and Qualifications of key personnel as per tender requirements		40 Marks
	7.1	Team Leader & Urban Expert – Experience a. Education qualification: 4 marks b. Atleast 12 years experience in urban sector : 4 marks c. Atleast 3 years experience in AMRUT and Smart Cities Mission PMUs / PMCs: 2 marks d. Worked in urban development projects: 2 marks	12 Marks	
	7.2	Urban Infrastructure Expert Experience a. Education qualification: 3 marks b. Atleast 10 years experience in urban sector : 3 marks c. Atleast 2 years experience in AMRUT and Smart Cities Mission PMUs / PMCs: 1 mark d. Worked in urban infrastructure projects related to Water Supply and Sewerage: 1 mark	8 Marks	
	7.3	Training and Communication Expert Experience a. Education qualification: 3 marks b. Atleast 10 years experience in urban sector : 3 marks c. Atleast 2 years experience in AMRUT and Smart Cities Mission PMUs / PMCs: 1 mark	8 Marks	

		d. Implementation of training programmes, workshops and exposure visits for ULB functionaries : 1 mark		
	7.4	IT/ICT Expert Experience a. Education qualification: 3 marks b. Atleast 10 years experience in urban sector : 3 marks c. Atleast 2 years experience in AMRUT and Smart Cities Mission PMUs / PMCs: 1 mark d. Implementation of e-Governance modules for ULBs : 1 mark	8 Marks	
	7.5	Support Engineer Experience a. Education qualification: 1 mark b. Atleast 5 years experience in urban sector : 1 mark c. Atleast 1 year experience in AMRUT and Smart Cities Mission PMUs / PMCs: 1 mark e. Worked in urban infrastructure projects related to Water Supply and Sewerage: 1 mark.	4 Marks	
1.24	For all the above criteria Total weight: 100 The minimum technical score (St) required to pass is: 75			
1.25	An online option of the opening of the Financial Proposals is offered: No			
1.26 a)	"The Authority will select the Consultant quoting the lowest cost among those that passed the minimum technical score" Further, as quality is the principal selection criterion, the TUFIDCO does not bind itself in any way to select the firm offering the lowest price			
1.26 b)	Public Opening and Evaluation of Financial proposals After the evaluation of Technical Proposal is completed, the Authority shall notify only those consultants whose proposals have been short-listed of the same and the date and time for opening of financial proposals. The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical scores, and the proposed amount shall be read aloud and recorded when the Financial Proposals are opened. The Authority shall prepare minutes of the public opening. <u>The Authority's Evaluation Committee will determine whether the Financial Proposals are complete, (i.e., whether they have accounted all items of the</u>			

	<p>corresponding Technical Proposals, if not the Authority will cost them and add their cost to the initial price), correct any computational errors, etc.</p> <p>The Consultant who has bid the lowest amount (L1) will be invited for discussions/ negotiations / clarifications for the purpose of signing a Contract Agreement.</p>
1.27	<p>For the purpose of the evaluation, the Authority will consider the total cost as per FIN-2 and it shall exclude:</p> <p>(a) all local identifiable indirect taxes such as GST, excise tax, or similar taxes levied on the contract's invoices; and</p> <p>(b) all additional local indirect tax on the remuneration of services rendered by non-resident Personnel in the Authority's country. If is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and which shall be paid by the Authority on behalf of the Consultant.</p>
1.28	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is: Indian Rupees</p> <p>The official source of the selling (exchange) rate is: State Bank of India [SBI] (New Delhi) BC Selling rate of Exchange – Not Applicable</p> <p>The date of the exchange rate is: Dead line for submission of proposals specified in clause 1.21 – Not Applicable</p>
1.29	Negotiations and Award
1.30	Expected date and address for contract negotiations: will be intimated
1.31	<p>The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following:</p> <p>Will be done within seven days of completion of contract negotiation</p>
1.32	<p>Expected date for the commencement of the Services: April 2020</p> <p>The selected consultant should continue the ongoing work of AMRUT and Smart Cities Mission and other schemes (as per the Government of India's directions) in the State of Tamilnadu after ascertaining all the available relevant information from TUFIDCO.</p>
1.33	<p>Duration of Assignment –</p> <p>The duration of the above assignment will be Two Years initially (from the day of signing the contract) which may be extended for further period based on mutual discussion and agreement. The Agreement price shall be incremented by 10 (Ten) percent on completion of 2 years tenure, provided that the services are continued after satisfactory performance.</p>

Section 3. Qualification documents and Technical Proposal – Standard Forms

PRE QUALIFICATION DOCUMENTS

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

{Location, Date}

To:

**The Chairman and Managing Director
TUFIDCO
490, Anna Salai,
Nandanam,
Chennai-35.**

Ref: Establishment of Programme Management Unit (PMU) to provide handholding support to TUFIDCO for implementation of AMRUT, Smart Cities Mission and other schemes (as per the Government of India's directions) in Tamil Nadu

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Establishment of Programme Management Unit **to provide handholding support to TUFIDCO for implementation of AMRUT, Smart Cities Mission and other schemes (as per the Government of India's directions) in Tamil Nadu** in accordance with your Request for Proposals dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate sealed envelope”.

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Authority.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 1.10
- (c) We have no conflict of interest in accordance with ITC.

- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Authority's policy in regard to corrupt and fraudulent practices as per ITC 5.
- (e) We, along with any of our suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by a any State Government or Government of India or any multilateral funding agency or any Government of the all the eligible countries.
- (f) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of India.
- (g) We undertake to negotiate a Contract on the basis of the proposed Key Personnel as stated in the Data Sheet. We accept that the substitution of Key Personnel for reasons other than those stated in ITC Clause 12 may lead to the termination of Contract negotiations.
- (h) We confirm that our Application is valid for a period of **90 (Ninety) days** from Application submission Due Date
- (i) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 1.32 of the Data Sheet.

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

Yours sincerely,

Authorized Signature **{In full and initials}**: _____

Name and Title of Signatory: _____

Name of Consultant (company's name):

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

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

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

Power of Attorney

Know all men by these presents, we (name and address of the registered office) do hereby constitute, appoint and authorise Mr. / Ms..... (name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our application for **“Establishment of Programme Management Unit (PMU) to provide handholding support to TUFIDCO for implementation of AMRUT, Smart Cities Mission and other schemes (as per the Government of India’s directions) in Tamil Nadu”** including signing and submission of all documents and providing information / responses to TUFIDCO , representing us in all matters before TUFIDCO, and generally dealing with TUFIDCO in all matters in connection with our bid for the said Project.

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

For _____ (Signature)

(Name, Title and Address)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Note: .

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

APPENDIX – 3 FINANCIAL QUALIFICATION OF THE APPLICANT

(Rs. In Crores)

Name of the Company	Annual turnover of the company (in terms of payments received from professional consultancy services)			Net Worth for FY
	FY 2016-17	FY 2017-18	FY 2018-19	

All Consultants shall provide the details in the format given above and shall be duly certified by the statutory auditors of the Consultant.

In case the Applicant doesn't have a Statutory Auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Consultant shall upload the Balance sheets for substantiating the same.

Signature of Statutory auditor/Chartered Accountant

Seal & Signature of Authorized Signatory

APPENDIX – 4 TECHNICAL QUALIFICATIONS EXPERIENCE

[Identify projects that demonstrate Consultant’s Key personnel experience pursuant to Qualification criteria and Requirements. List contracts chronologically, according to their commencement (starting date)]

Duration		No.of Years	Assignment name & brief description of main deliverables/outputs	Name of Authority & Country of Assignment	Approx. Contract value (in INR. equivalent)/ Amount paid to your firm	Role on the Assignment	Certificate from the Authority provided
From	To						

(Name and Sig of Authorized Signatory)

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

(On a Stamp Paper of relevant value)

Affidavit

I M/s., (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred or blacklisted by any state government or central government / department / agency/PSU in India or abroad from participating in Project/s, either individually or as member of a Consortium as on_____.

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

Dated thisDay of, 201....

Name of the Applicant

.....
Signature of the Authorized Person

.....
Name of the Authorized Person

Technical proposal Submission Forms

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

CHECKLIST OF REQUIRED TECHNICAL PROPOSAL FORMS

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

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

FTP - Full Technical Proposal

STP -

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:

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

Dear Sirs:

We, the undersigned, offer to provide the consulting services for “Establishment of Programme Management Unit (PMU) to provide handholding support to TUFIDCO for implementation of AMRUT, Smart Cities Mission and other schemes (as per the Government of India’s directions) in Tamil Nadu” in accordance with your Request for Proposals dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate sealed envelope”.

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Authority.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 1.10
- (c) We have no conflict of interest in accordance with ITC.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Authority’s policy in regard to corrupt and fraudulent practices as per ITC 5.
- (e) We, along with any of our sub-consultants, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by any State

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

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

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 1.32 of the Data Sheet.

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

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Consultant: _____

Address: _____

Contact information (phone and e-mail): _____

FORM TECH-2

CONSULTANT'S ORGANIZATION AND EXPERIENCE

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

A - Consultant's Organization

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

B - Consultant's Experience

1. List only previous similar assignments successfully completed³ in the last 07 (seven) years.
2. List only those assignments for which the Consultant was legally contracted by the Authority as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual personnel working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Personnel themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Authority.

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

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

FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)

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

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

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

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

FORM TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)

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

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

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

- a) Technical Approach, Methodology and presentation
- b) Work Plan
- c) Organization and Staffing }

- a) **Technical Approach, Methodology and presentation.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here. }
- b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Authority), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form. }
- c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Personnel, Non-Key Personnel and relevant technical and administrative support staff. }

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

FORM TECH-5

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables ¹ (D-..)	Months											
		1	2	3	4	5	6	7	8	9	n	TOTAL
A-1	Activity #1												
A-2	Activity #2												
A-n													

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

FORM TECH-6

TEAM COMPOSITION, ASSIGNMENT, AND KEY PERSONNEL' INPUTS

S.No	Name	Expert's input (in person/month) per each deliverable (listed in TECH-5)								
		Position	D-1	D-2	D-3	D-4	D-5	D.....	Total	
K-1	{eg. Mr. Abbbb}	{Team Leader}	{2 months}							{24 months}
K-2										
K-3										
									Total	

1 For Key Personnel, the input should be indicated individually for the same positions as required under the Data Sheet .

FORM TECH-6 (CONTINUED)

CURRICULUM VITAE (CV)

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

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

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

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

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

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

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

Certification:

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

{Day/month/year}

Name of Expert

Signature

Date

{Day/month/year}

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

Signature

Date

FORM TECH 7
ASSIGNMENT DETAILS OF THE
CONSULTANT

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

FORM – TECH 8
STATEMENT OF LEGAL CAPACITY

(To be forwarded on the letterhead of the
Consultant)

Reference Date:

To

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

Sub: “Establishment of Programme Management Unit (PMU) to provide handholding support to TUFIDCO for implementation of AMRUT, Smart Cities Mission and other schemes (as per the Government of India’s directions) in Tamil Nadu”

Dear Sir,

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

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

Yours faithfully,

(Signature, name, designation of the authorized signatory)

For and on behalf of

Section 4. Financial Proposal - Standard Forms

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

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Data Sheet

FIN-1 Financial Proposal Submission Form

FIN-2 Financial Proposal

FIN-3 Breakdown of Remuneration

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:

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

Dear Sirs:

We, the undersigned, offer to provide the consulting services for “ “Establishment of Programme Management Unit (PMU) to provide handholding support to TUFIDCO for implementation of AMRUT, Smart Cities Mission and other schemes (as per the Government of India’s directions) in Tamil Nadu” in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, *[Insert “including” or “excluding”]* of all indirect local taxes in accordance with the Data Sheet. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 1.10 of the Data Sheet.

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

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

FORM FIN-2 FINANCIAL PROPOSAL

{Consultant must state the proposed Costs in accordance with Clause 16.4 of the ITC}

Item	Cost (in Indian Rupees only)
(1) Remuneration (excluding taxes)	
<u>Total Cost of the Financial Proposal:</u> {Should match the amount in Form FIN-1}	

Note:

Only remuneration to be mentioned by the consultant. The remuneration shall exclude:

- a) All identifiable indirect taxes such as GST, excise Tax or similar taxes levied on the Consultant's invoice and
- b) All additional local indirect tax on the remuneration of services rendered by non-resident personnel in the Authority's country. If is awarded, at Contract negotiations, all such taxes will be discussed, finalised (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and which shall be paid by the Authority on behalf of the Consultant.

Authorized Signature.....

Name.....

Designation.....

Name of the firm.....

Address.....

FORM FIN-3 BREAKDOWN OF REMUNERATION

#	Positions	Person Months	Per Month Rate (INR)	Total (INR)
A	B	C		
	Team Leader & Urban Management Expert	24		
	Urban Infrastructure Expert	24		
	Training and Communication Expert	24		
	IT/ICT Expert	24		
	Support engineer	24		
	Sub - Total			
	Total { Should match the amount in Form FIN-2 Remuneration } <i>(In words and figures)</i>			

Section 5. Eligible Countries

In reference to ITC 6.1, for the information of Consultants, at the present time firms, goods and services from the following countries are excluded from this selection: **None**

Section 6. Corrupt and Fraudulent Practices

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

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

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

(a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been

associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

- “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party⁴;
- “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

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

Section 7. Miscellaneous

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

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

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

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

All documents and other information supplied by TUFIDCO or submitted by a Consultant shall remain or become, as the case may be, the property of TUFIDCO. TUFIDCO will not return any submissions made hereunder. Consultants are required to treat all such documents and information as strictly confidential. TUFIDCO reserves the right to make inquiries with any of the Authorities listed by the Consultants in their previous experience record.

Section 8. Terms of Reference

1. Background

The Government of Tamil Nadu has created Tamil Nadu Urban Finance and Infrastructure Development Corporation (TUFIDCO) during the year 1990 under Companies Act, 1956 with the aim of providing financial and technical assistance to the Urban Local Bodies and parastatal agencies to implement urban infrastructure projects like water supply, sewerage, storm water drain, etc. under various schemes.

TUFIDCO is the Mission Directorate for Government of India's flagship programmes namely AMRUT and Smart Cities Mission. In order to achieve effective implementation of the above schemes, the TUFIDCO has intended to engage a consultancy firm to establish a Programme Management Unit (PMU) to provide handholding support to TUFIDCO for implementation of AMRUT, Smart Cities Mission and other schemes in Tamil Nadu.

2. Objectives;

The prime objective of PMU is to provide requisite technical, administrative and managerial support to the Mission Director for effective planning, implementing, monitoring and evaluation of activities under AMRUT and Smart Cities Mission and other schemes in the state of Tamilnadu.

3. Setting up of Programme Management Unit

The centrally sponsored schemes namely Smart Cities Mission and AMRUT are being implemented in Tamil Nadu through the Mission Directorate, TUFIDCO at State Level. The Mission Directorate will be supported by a dedicated PMU comprising subject matter experts(5 Nos) and support staff.

The PMU will operate as a unit at **TUFIDCO, Chennai** under the administrative control of Mission Director. The team leader PMU would report to the designated Mission Director or any of her / his nominated officers in TUFIDCO. The PMU will provide support to Mission Directorate for a period of **24 Months initially** which may be extended for a further period based on mutual discussion and agreement by the end of 2 years tenure.

4. Scope of Work

The proposed PMU will provide technical assistance to the Mission Directorate for the effective implementation, monitoring and evaluation of mission activities and technical advice to State and selected mission cities so that the project objectives are accomplished, projects are executed and capacities are institutionalized. The scope of work of proposed PMU to support Mission Directorate would include, but not limited to the following for effective and efficient operationalization of such schemes

- Technical support in the field of Project Management, E-governance, Finance, Institutional Development, Infrastructure development like water supply, sewerage, drainage, procurement processes, solid waste management, urban transportation, Environment and Social Development.
- Evaluation of the tender documents prepared by technical consultants/implementing agencies for selection of the contractor / vendor.
- Regular monitoring of projects under different sectors and to produce status reports
- Identification of bottlenecks in the implementation of projects,
- Undertake capacity assessment at all levels and assist in filling the capacity gaps through training programmes, exposure visits, knowledge dissemination and fostering best practices.
- Plan and assist the training institutions for individual Capacity Building Programmes focusing on departments in ULBs
- Carry out documentation in different sectors under various central funded projects. The research documentation will be published for capacity building purposes.
- Assist in developing effective financing strategies to develop bankable projects
- Assist in developing primers / guiding documents/ toolkits for such schemes.
- Assist in documenting key insights and learning in the form of reports and concept notes as needed.
- Identification of bottlenecks in the implementation of projects
- Assist in review of project proposals/plans for state and cities and potential public-private partnerships and bring in learnings from best models of such partnerships.
- Coordination within MoHUA and State Government on relevant initiatives under various such programmes like the SCM, AMRUT Mission to develop synergistic plans.
- Management coordination and attending periodical/ special meeting with Govt.of India/ MoHUA and Govt of Tamil Nadu for compliance
- PMU will provide technical support to Mission Directorate for effective project planning & management, monitoring & evaluation, IEC & Media, capacity building and training for effective implementation of such programmes.
- Assist Mission Directorate to conduct the regular meetings with Government, ULB entities etc., to discuss progress and issues related to implementation, and prepare

minutes for recording and circulation;

- Establish all necessary records and the procedures of maintaining/updating such records for each package and for the entire project
- Co-ordination with respective Cities to implement the projects identified under Smart Cities/AMRUT/any other central/state funded schemes from time to time. .
- Support in preparation of RFPs / Contract and other procurement related documents necessary for implementation of schemes;
- Develop and maintain Monitoring & Evaluation (M&E) tools including customised digital dashboard & MIS, data sourcing forms and data servers. Define standard M&E processes for data sourcing, analysis, and presentation through dashboards
- Planning, scheduling and monitoring of the projects using MIS / latest IT tools and update in the Govt. of India Portal
- Prepare the strategy and framework for citizen engagement and mass communication, provide Knowledge Management Support and organize workshops, events etc
- Support TUFIDCO in Convergence of Schemes and other projects
- Any other task assigned by Mission Directorate

Teaming Requirement (5 Experts)

Sr. No.	Position	Educational Qualification and Experience Requirements	Staff-Months
1	Team Leader & Urban Management Expert	Masters in Urban /Town Planning/ with 12 years of experience. The expert should have led the consultancy team or worked as sector expert for urban sector projects. Must have experience in Preparation of State Annual Action Plan, Service Level Improvement Plan, Smart City Proposal, Urban Reforms Management, Master Plan, etc., Atleast 3 years experience in AMRUT and Smart Cities Mission PMUs / PMCs	24
2	Urban Infrastructure Expert	M.Tech/ME/MS in Civil / environmental Engineering) with 10 years of experience. The expert should have worked as an engineering expert for urban infrastructure projects like water supply, sewerage, solid waste management, storm water drainage, etc. Atleast 2 years experience in AMRUT and Smart Cities Mission PMUs / PMCs	24

Sr. No.	Position	Educational Qualification and Experience Requirements	Staff-Months
3	Training and Communication Expert	Masters in Social Work with 10 years of experience in imparting Training programmes, Exposure Visits, Workshops, Seminars etc.. for the Officials, Staff and Elected representatives of Urban Local Bodies. Experience in coordination with Training Institutes in preparation of course modules. Atleast 2 years experience in AMRUT and Smart Cities Mission PMUs / PMCs	24
4	IT Expert	Masters in Information Technology with 10 years of experience in e-governance module development for projects, data and project management, design and review of M&E systems/MIS systems preferably in urban sector, develop tools required for performance evaluation, monitoring and disbursement of grant. Atleast 2 years experience in AMRUT and Smart Cities Mission PMUs / PMCs	24
5	Support Engineer (1 No)	Bachelor in Engineering with 5 years of experience in preparation of Detailed Project Report for various urban Infrastructure Projects including Water Supply, Sewerage, Bus Stand, Roads etc. He / she has to be specialized in water & sewer gems and Storm cad Atleast 1 year experience in AMRUT and Smart Cities Mission PMUs / PMCs	24

In the event of the requirement of additional personnel, the Authority shall communicate such requirement to the Consultant in writing. The Consultant shall deploy such personnel with requisite skill set within 30 (thirty) days from the date of such communication to the satisfaction of the Authority. The fee for such personnel shall be paid on pro-rata basis to be calculated and added on the existing monthly fixed fee for the Consultant.

Authority inputs and Counterpart Services and Facilities

1. Provide office space within the premises with adequate infrastructure facilities and necessary stationary provision.
2. The travel and other reimbursable expenses of the experts will be reimbursed as per actual on submission of bills/receipts/invoices after getting prior approval from Competent Authority .
3. The authority will not make any advance payment towards this assignment.

Deliverables

The Consultant shall submit a monthly progress report at the end of every month. In total, the consultant shall be required to submit 24 monthly progress reports during the duration of project. In addition, Consultant will submit any other outputs as agreed with the Authority from time to time.

Time duration and Payments

The total duration of the Project shall be **24 (Twenty Four) months**. The duration of the Project may be extended upon mutual agreement of Authority and the Consultant, on mutually agreed terms and conditions. The authority can extend the services of the Consultant for the new Mission / programmes also. The Agreement price shall be incremented by 10 (Ten) percent of fees after completion of 2 years tenure, on previous year's fees, provided that the services are continued after satisfactory performance. The experts are allowed to take **one day casual paid leave per month**. The holidays, working hours and the timings for working days shall be in accordance with those prevailing in the Authority and the Authority's decision is final.

The Consultant shall deploy their Personnel as per the proposed personnel deployment schedule (24 Months). The Authority shall pay **consultancy fee on a monthly basis on submission of the monthly progress report and attendance** of all Personnel deployed during the month to the Authority as mentioned above. The person-day rate agreed under the Agreement shall prevail for determining the Monthly consultancy fee for respective month.