



CRRT/Tender/Advt/02/2021

Date: 13.10.2021

GOVERNMENT OF TAMIL NADU
CHENNAI RIVERS RESTORATION TRUST (CRRT)

INVITATION FOR PROPOSALS (IFP)

1. The Member Secretary, Chennai Rivers Restoration Trust, proposes to appoint a Maintenance firm for Tholkappia Poonga (358 acres including Adyar Creek & Estuary) in Chennai for a period of four years.

Description of Services	EMD
Appointment of Maintenance firm for Tholkappia Poonga (358 acres including Adyar Creek & Estuary) in Chennai for a period of four years	Rs.9,00,000/-

2. The assignment is open to all eligible firms. Request for Proposals (RFP) may be downloaded and used free of cost from the websites viz. www.tenders.tn.gov.in and www.chennaiivers.gov.in
3. Pre-qualification and financial proposals under the “two cover system” must be delivered in the office of Chennai Rivers Restoration Trust (CRRT), Tholkappia Poonga, 6/103, Dr. D.G.S. Dinakaran Salai, Raja Annamalai Puram Chennai-600028 on or before **15:00 hours** on **17.11.2021** and Pre-qualification cover -1 alone will be opened on the same day at **15:30 hours**, in the presence of the firms who wish to attend. If the office happens to be closed on the date of receipt of the proposals as specified, the proposals will be received and opened on the next working day at the same time and venue.
4. A pre proposal conference will be held on **22.10.2021** at **15:00 hours** in the office of Chennai Rivers Restoration Trust (CRRT), Tholkappia Poonga, 6/103, Dr. D.G.S. Dinakaran Salai, Raja Annamalai Puram Chennai-600028 to clarify queries if any as stated in the RFP.
5. Pre- proposal minutes, Addendum /Corrigendum, any clarification issued to RFP, extension if any and change of bid submission address will be uploaded only in the above websites. No new advertisement will be published in the Newspapers separately for the above.
6. Other details are available in the RFP.

Member Secretary
Chennai Rivers Restoration Trust



CRRT/Tender/Advt/02/2021

Date: 13.10.2021

GOVERNMENT OF TAMIL NADU
CHENNAI RIVERS RESTORATION TRUST (CRRT)
INVITATION FOR PROPOSALS (IFP)

Sub: Appointment of Maintenance firm for Tholkappia Poonga (358 acres including Adyar Creek & Estuary) in Chennai for a period of four years

1	Tender Inviting Officer Authority Designation Address	The Member Secretary, Chennai Rivers Restoration Trust, Tholkappia Poonga, 6/103, Dr. D.G.S. Dinakaran Salai, Raja Annamalai Puram, Chennai – 600 028 Phone No: 044 - 24614523 Email: po.crirt@gmail.com
2	a) Name of the work	Appointment of Maintenance firm for Tholkappia Poonga (358 acres including Adyar Creek & Estuary) in Chennai for a period of four years
	b) Place of Execution	Chennai
3	Tender Documents available place, cost and due date for obtaining tender	Can be downloaded free of cost from the following websites www.chennaiivers.gov.in , www.tenders.tn.gov.in and
4	Earnest Money Deposit amount	Rs.9,00,000/-
5	Date, Time and Place for pre-bid meeting	22.10.2021 at 15:00 hours in the office of Chennai Rivers Restoration Trust (CRRT), Tholkappia Poonga, 6/103, Dr. D.G.S. Dinakaran Salai, Raja Annamalai Puram Chennai-600028
6	Due date, Time and Place for submission of tender	17.11.2021 up to 15:00 hours At the office mentioned in Sl.no.1
7	Date, Time and Place for opening of Tender	17.11.2021 at 15:30 hours At the office mentioned in Sl.no.1
8	Any other important criteria prescribed by the Tender Inviting Authority	Other details are in the Tender Document

**Member Secretary,
Chennai Rivers Restoration Trust**



REQUEST FOR PROPOSAL (RFP)

Time based - LCBS

**Appointment of Maintenance Firm for
Tholkappia Poonga (358 acres including Adyar Creek & Estuary)
In Chennai
For a period of four years**

October 2021

**CHENNAI RIVERS RESTORATION TRUST (CRRT)
THOLKAPPIA POONGA
6/103, DR. D.G.S. DINAKARAN SALAI
RAJA ANNAMALAI PURAM
CHENNAI – 600 028**

LETTER OF INVITATION

Dear Sirs,

Subject: Appointment of Maintenance Firm for Tholkappia Poonga (358 acres including Adyar Creek & Estuary) in Chennai for a period of four years - reg.

1. You are hereby invited to submit Pre-qualification and financial proposals for “Appointment of Maintenance Firm for Tholkappia Poonga (358 acres including Adyar Creek & Estuary) in Chennai for a period of four years, which could form the basis for future negotiations and ultimately a agreement between your firm and **Chennai Rivers Restoration Trust (CRRT)**.
2. The purpose of this maintenance assignment is to appoint a Maintenance Firm for Tholkappia Poonga (358 acres including Adyar Creek & Estuary) in Chennai for a period of four years for all works stipulated in the tender documents, as mentioned in the Terms of Reference (ToR).
- 2.1 Client means Chennai Rivers Restoration Trust (CRRT).
3. A firm will be selected under Least Cost Based Selection (LCBS) procedures described in this tender and in accordance with the procurement guidelines of the TAMIL NADU TRANSPARENCY IN TENDERS ACT, 1998 and RULES 2000 as amended from time to time.
4. The following documents are enclosed to enable you to submit your proposal:
 - (a) Terms of reference (TOR) (Annexure 1);
 - (b) Supplementary information for firm, including a suggested format of curriculum vitae of key personnel (Annexure 2);
 - (c) Pre-qualification Criteria (Annexure 3);
 - (d) A Sample draft Agreement for this maintenance assignment to be carried out by the Firm (Annexure 4); and
 - (e) Bank Guarantee (Annexure 5);
5. A pre-proposal conference open to all prospective firms will be held on **22.10.2021 at 15.00 hrs in Chennai Rivers Restoration Trust, Tholkappia Poonga, 6/103, Dr. DGS Dinakaran Salai, Raja Annamalai Puram Chennai-600028**. The prospective firms will have an opportunity to obtain clarification regarding the scope of the work, terms of reference, agreement conditions and any other pertinent information.

Clarification/Amendments if any in the Pre-bid meeting will be published only in the following web sites www.tenders.tn.gov.in, and www.chennaiivers.gov.in (fresh advertisement notice will not be published).

The Principal Secretary / Member Secretary or its representative
Chennai Rivers Restoration Trust,
Tholkappia Poonga,
Dr.DGS Dinakaran Salai, Raja Annamalai Puram Chennai-600028,
Phone No: 044-24614523, Email: po.crrt@gmail.com.

Please ensure that advance intimation regarding your visit is sent to enable them to make appropriate arrangements.

6. **Submission of Proposals:**
 - 6.1 The proposals addressed to the Member Secretary, CRRT, shall be submitted in two parts, viz., Pre-qualification and financial and should follow the form given in the "Supplementary Information for Firms." The proposal shall be submitted to **The Principal Secretary / Member Secretary, CRRT, Tholkappia Poonga, 6/103, Dr. DGS Dinakaran Salai, Raja Annamalaipuram, Chennai – 600 028, Phone No: 24614523.**
 - 6.2 The “Pre-qualification” and "Financial" proposals must be submitted in two separate sealed envelopes (with respective marking in bold letters) following the formats/schedules given in the Pre-qualification

for firms (Annexure-3), supplementary information for firms (Annexure-2). The first envelope marked "Pre-qualification criteria" in one separate cover, viz., Cover-1 must be sealed with sealing wax and initialed twice across the seal. This cover should contain the Earnest Money Deposit (EMD) of **Rs.9,00,000/-** (Rupees Nine Lakh only) in the form of Demand Draft to be taken in the name of "CHENNAI RIVERS RESTORATION TRUST," payable at Chennai. The EMD of unsuccessful firms will be returned within 45 days of the date of completion of selection / tender process and should also contain information required in Annexure 2 viz., supplementary information for firms.

- 6.3 The first envelope should not contain any cost information whatsoever. The second envelope viz., Cover-2 marked 'Financial Proposal for the captioned project'" must also be sealed and initialed twice across the seal and should contain the detailed price offer for the firms services.

You will provide detailed breakdown of costs and fees in the format prescribed in Form 4 & Form 4A:

The sealed envelopes Cover 1 and Cover 2 with respective clear caption on the cover (Pre-qualification cover and Financial cover) should again be placed in a separate sealed in one cover, which shall be clearly marked with the name of the maintenance assignment and received in the office of the **Chennai Rivers Restoration Trust, Tholkappia Poonga, 6/103, Dr. DGS Dinakaran Salai, Raja Annamalai Puram Chennai-600028, up to 15.00 hours on 17.11.2021.**

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

Tender not accompanied by the required EMD in the requisite form as mentioned in the tender document will be summarily rejected.

6.4 **Opening of proposal**

The proposals (first envelope (cover 1) containing pre-qualification criteria only) will be opened by the Member Secretary, CRRT or his authorized representative in its office at **15.30 hours** on **17.11.2021**. It may please be noted that the second envelope containing the detailed price offer (financial) proposal will not be opened until pre-qualification evaluation has been completed and the result approved and notified to all firms.

7. **Evaluation**

- 7.1 A two-stage procedure will be adopted in evaluating the proposals:
- i) a pre-qualification of firms will be verified, which will be carried out prior to opening of financial proposal (as per Annexure 3 – E & F and Form F1, F2 & F3).
 - ii) a financial evaluation (Form F4 & F4-A)

7.2 **Pre-qualification**

Firms who have the following qualifications may submit the proposal along with necessary proof –

- a. Experience in maintaining a wetland for a period of minimum 2 years (necessary client certificate for the proof of completion of maintenance assignment should be enclosed) – Annexure 3E.
(Wetland means an area of marsh, fen, peatland or water; natural or artificial, permanent or temporary, with water that is static or flowing, fresh, brackish or salt, including areas of marine water, the depth of which at low tide does not exceed six meters and includes all inland waters such as lakes, reservoir, tanks, backwaters, lagoon, creeks, estuaries and man made wetland and the zone of direct influence on wetland that is to say the drainage area or catchment region of the wetlands as determined by the authority but does not include main river channels, paddy fields and coastal wetlands. Ref: Wetlands (Conservation and Management) Rules, 2010.)

and

- b. Average annual turnover of **Rs. 460.00 lakhs** for the last three years ending March 2020. The Firm must ensure that they submit the evidence of eligibility criteria on turnover & positive net worth as on 31st March 2020 in the form of audited financial statements **signed by Chartered Accountant** for the last 3 (three) Financial Years. (2017-18, 2018-19 & 2019-20). **Audited financials shall be submitted as proof in the last three financial years as per the format attached – Annexure - 3 F.** (Turnover of JV will not be considered for evaluation)
and
- c. A valid PASARA (Security) License for the Firm OR shall have a tie up with a firm having valid PASARA (Security) License (for the entire project duration) from whom the firm will source the security personnel. Copy of the agreement details between your firm and the firm having valid PASARA (Security) License should be furnished as part of the Pre-Qualification Cover.
and
- d. CV of Ecologist and Mangrove Specialist with their Curriculum Vitae in attached Format (F-3) duly signed by the concerned personnel along with their educational (including degree certificate), experience and other certificates if any as required should be furnished as part of the Pre-Qualification Cover.
and
- e. Approach or methodology (work plan as per Form F-2) proposed for carrying out the required work.

Note 1: Covers without EMD will be treated as non-responsive and will be disqualified. Conditional Tender will be rejected summarily (**In the case exemption certificate for EMD available from MSME, it will be considered**).

Note 2: Replacement of any key persons (Ecologist or Mangrove Specialist) during the maintenance period if any shall be informed to Client in prior to 30 days and upon approval (on satisfactorily qualifying the criteria as mentioned in tender), they shall be replaced.

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

(In case of quoting an ongoing project, certificate of work for till date (minimum should have completed two years) shall be submitted. It should be noted that, only those maintenance assignments accompanied by client certificate will be considered for evaluation)

(In the case of foreign firms, the turnover for the 3 preceding years and project cost should be converted into Indian Rupees by Certified Chartered Accountants and the same shall be enclosed)

(The proof of experience for pre-qualification shall be in the name of tendering firm only). The bidding firm shall be solely responsible for all risks and compliances. Eligible firm's proposals will only be considered for financial evaluation. The price envelopes of others will not be considered and returned unopened after completing the selection process.

7.3 Financial Proposal

7.3.1 Opening:

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

7.3.2 Evaluation:

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

The lowest financial proposal will be considered as L1 and all the financial proposals opened are ranked in ascending order based on the quoted value (excluding GST).

The Firm quoted the lowest amount will be invited for negotiations.

8. Negotiations

- 8.1 Negotiations will commence with a discussion of your financial proposal, the proposed methodology (work plan), costing, staffing and any suggestions you may have made to improve the TORs. Agreement must then be reached on the final TORs, the staffing and staff months, logistics and reporting.
 - 8.2 Changes agreed upon will then be reflected in the draft agreement, using proposed unit rates (**after negotiation of the unit rates, including the man month rates, tax liability and all cost, etc**).
 - 8.3 The negotiations will be concluded with a review of the draft form of Agreement. The Client and the Firms will finalize the agreement to conclude negotiations.
 - 8.4 The work will be awarded after successful negotiations, with the selected Firm as per the Tamil Nadu Transparency in Tenders Act 1998 and Rules 2000 and as amended there on. In case if negotiation fails with L1, client deserves the right to negotiate with L2 and so on.
9. Fraud and Corrupt Practices
- 9.1 The Firm and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”). Notwithstanding anything to the contrary contained in this Agreement, the Client shall be entitled to terminate this Agreement forthwith by a communication in writing to the Firm, without being liable in any manner whatsoever to the Firm, if it determines that the Firm has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Client shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Client towards, inter alia, the time, cost and effort of the Client, without prejudice to the Client’s any other rights or remedy hereunder or in law.
10. Please note that the CRRT is not bound to select any of the firms submitting proposals. Further, as quality is the principal selection criterion, the CRRT does not bind itself in any way to select the firm offering the lowest price.
 11. The selected firm shall not disclose any information / data to others without the written permission of the CRRT.
 12. You are requested to hold your proposal valid for 90 days from the date of submission without changing the personnel proposed for the maintenance assignment and your proposed price. The CRRT will make its best efforts to select a firm within this period.
 13. Please note that the cost of preparing a proposal and of negotiating a contract including visits CRRT, if any is not reimbursable as a direct cost of the maintenance assignment.
 14. Assuming that the agreement can be satisfactorily concluded in November / December 2021, you will be expected to take-up / commence with the maintenance assignment in March 2022 as the existing maintenance assignment ends on Feb 2022.
 15. The successful Firm will be invited for signing agreement. The Firm is requested to furnish a performance security at the rate of **5% of the finalized agreement value in the form of Irrevocable**

Bank Guarantee from any one of the Nationalized / scheduled Bank in India taken in favour of The Member Secretary, CRRT valid for a period of 54 months (48 months + 6 months) or till the successful completion of the maintenance assignment and subject to extensions without any financial implications. The same will be released on successful completion of all the works satisfactorily. The validity of performance security will be extended according to the extension of contract period as per the agreement executed.

16. The Earnest Money Deposit of the successful Firm will be discharged when the Firm furnishes the required Performance Security and signs the Agreement.
17. The Earnest Money Deposit may be forfeited
 - (i) If the Firm withdraws the tender after Tender opening during the period of validity of the tender.
 - (ii) If the Firm withdraws the Tender after the issue of letter of acceptance of his Tender.
 - (iii) In the case of a successful Firm, if the Firm fails within the specified time limit to:
 - furnish the required performance security or
 - sign the Agreement
 - accept the Letter of Intent
 - (iv) if the Firm has furnished incorrect information on qualification and experience.
18. The fees shall be quoted in Indian Rupees only. Please note that the remuneration which you receive from the agreement will be subject to normal tax liability in India. Kindly contact the concerned tax authorities for further information in this regard if required.
19. Any entity which has been barred by the Central Government, any State Government, a statutory Independent or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate (“Associate” means a firm have common controlling shareholders or other ownership interest as that of the Firm).
20. Please note that mobilization advance is not allowed in this agreement.
21. Joint Venture, Consortium, Association are not allowed (For Security license (PASARA) alone, joint venture is allowed. However, award will be given to the Main firm and not to the security Firm.
22. All documents relating to the tender and all communications in connection with the tender shall be in English language. All the pages should be serially numbered and signed by the Firms.
23. CRRT reserves the right to postpone / cancel this tender at any point of time without assigning any reason, whatsoever.
24. Any dispute arising out of the Agreement, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration & Conciliation Act 1996. The place of arbitration shall be at Chennai and the language for communication shall be English. The Jurisdiction will be courts of Chennai.
25. Please note that conditional bids are liable for rejection and if the successful firm fails to honour their commitment after award of the Letter of Award (LoA), their name will be blacklisted and will not be considered for availing services by CRRT for future maintenance assignments. Further, their name will be recommended to Government of India, Government of Tamil Nadu and Institutions sponsored by Government of Tamil Nadu for blacklisting.
26. **SETTLEMENT OF DISPUTES**
 - 27.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.
 - 27.2 Miscellaneous. In any arbitration proceeding hereunder:
 - (a) proceedings shall, unless otherwise agreed by the Parties, be held in Chennai.
 - (b) the English language shall be the official language for all purposes; and

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

27. This Agreement may be terminated by either Party as per provisions set up below:

a. By the Client

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

- (a) If the Firm fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;
- (b) If the Firm becomes (or, if the Firm consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Firm fails to comply with any final decision reached as a result of arbitration proceedings;
- (d) If, as the result of Force Majeure, the Firm is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement;
- (f) If the Firm fails to confirm availability of Key Experts as required as per ToR. Furthermore, if the Client determines that the Firm has engaged in Fraud and Corruption in competing for or in executing the Agreement, then the Client may, after giving fourteen (14) calendar days written notice to the Firm, terminate the Firm's employment under the Agreement.

b. By the Firm

The Firm may terminate this Agreement, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

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

c. Cessation of Services:

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

28. Force Majeure:

a. Définition

For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion,

storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

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

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

b. No Breach of Contract / Agreement The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

c. Measures to be Taken A Party affected by an event of Force Majeure shall continue to perform its obligations under the Agreement as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

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

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

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

- (a) demobilize, and, if required by the Client, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Firm shall continue to be paid under the terms of this Agreement

In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 28.

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

29. Any entity which has been barred by the Central Government, any State Government, a statutory Independent or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate ("Associate" means a firm have common controlling shareholders or other ownership interest as that of the Firm).
30. Firms are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, access to site, and availability of data with the CRRT, Applicable Laws and regulations or any other matter considered relevant by them.
31. The Firms shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiations, visits to CRRT, Project site etc. CRRT will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

32. Misrepresentation/ improper response by the Firm may lead to the disqualification of the Firm. If such disqualification / rejection occurs after the Proposals have been opened and the L1 Firm gets disqualified / rejected, then CRRT reserves the right to consider the L2 Firm or take any other measure as may be deemed fit in the sole discretion of CRRT, including annulment of the Selection Process.
33. CRRT reserves the right to make inquiries with any of the clients listed by the Firms in their previous experience record.
34. Test of responsiveness:
- i. Pre-qualification Proposal along with EMD – Cover – 1
(Signed and sealed copy of the tender, Pre-proposal Minutes of the Meeting, Addendums / corrigendums issued, etc., shall be submitted as part of Cover 1, without any financial proposals)
 - ii. Financial Proposal – Cover – 2

Note: The proposals shall be submitted in the Office of Chennai Rivers Restoration Trust, Tholkappia Poonga, 6/103, Dr. DGS Dinakaran Salai, Raja Annamalai Puram Chennai-600028.

Yours faithfully,

Member Secretary, CRRT

Terms of Reference for providing maintenance for Tholkappia Poonga (358 acres including Adyar Creek & Estuary) in Chennai for a period of four years

1. Horticulture and Landscaping

Maintenance of pathways including maintenance of the edges, checking and preventing erosion, stabilizes damaged areas etc. Maintenance of planting areas of the poonga after the completion of the project including removing and controlling unwanted invasive species, replacement of mortalities, maintenance of the grass covered areas, arrival and orientation zones, interactive learning spaces and children's garden etc. A team of gardeners and labour including 43 men and 12 women with constant supervision. Maintain nursery and propagation of appropriate indigenous plants. The following are the detailed activities:

I. Maintenance of water spread area

- a. Removal and control of invasive species, aquatic weeds
- b. Removal of floating materials, protecting water margins by removal of kind of deposits and
- c. Periodical minor removal of silt accumulated due to erosion and if any abnormal visible changes happen in water quality.

II. Maintenance of planting areas, grass-covered areas, arrival-orientation zone and interactive learning spaces

- a. Regular watering of all plants
- b. Pruning of trees periodically
- c. Removal of invasive species to use for mulching
- d. Weeding the unwanted species out of the grassy areas
- e. Replanting of grasses from one area to the other, as required
- f. Cleaning signages
- g. Dusting of signboards in the huts
- h. Sweeping of the stage
- i. Raking the sandpit
- j. Mowing the grass

III. Maintenance of roads, pathways parking lot including maintenance of the edges, checking and preventing erosion, stabilizes damaged areas etc

- a. Sweeping of paving, cuddapah pathway and parking area
- b. Mowing the grass pathways
- c. Filling the cracks with mixed earth between the interlocked tiles, if eroded
- d. Removal of weeds from gravel pathways, encourage grass cover
- e. Prune trees along the pathway margins
- f. Clear weeds along the margins to define path clearly
- g. If the path margin gets eroded, it needs to be stabilized with boulders, filled with earth, bound and covered up by grass

IV. Maintenance of nursery area

- a. Seed collection
- b. Preparation of compost mix
- c. Mother bed preparation
- d. Cleaning the name boards
- e. Regular watering

- V. Cleaning and up keeping the Education Centre / Ticketing Centre / Nursery (office) building**
- a. Sweeping, cleaning the centre and periodical removal of cob web
 - b. Cleaning the signage boards and posters
 - c. Cleaning the glass cupboards, windows
 - d. Cleaning the roof and solar panels

VI. Other maintenance activities

- a. Regular Monitoring of storm water outfalls to prevent influx sewage into the Tholkappia Poonga, especially the RK Mutt Road and St John's School inlets. The sluice gate will be closed in case of an influx at RK Mutt Road outfall. Since this is only a mitigatory measure, the concerned Government departments should solve the problem. Hence, the firm after taking the mitigatory measure shall intimate the CRRT officials about the same.
- b. Stabilization of soil along the edges of water bodies when required, especially along water course.
- c. Any repair to solar systems, lightings, water pumps, TNEB installation, Buildings, Pavillions is not covered under this agreement. However the maintenance firm should assist CRRT to obtain quotes so that CRRT can execute the work. Assistance can be given by the firm to whosoever is employed to conduct these repairs providing it does not interfere with regular maintenance duties of the firm's staff

2. Security of the Tholkappia Poonga

The Firm shall provide Fourteen (14 Nos) security guards per shift for total of 3 shifts (3 x 14 = 42 persons per day) at fourteen designated places in order to protect the plants, animals and other assets of the Tholkappia Poonga from fire, theft and vandalism and prevent unauthorized trespassing. These 42 guards will be supervised by 6 Security Supervisor and overall will be managed by 1 Security Officer.

I. Protecting Assets of Tholkappia Poonga

All assets created in Tholkappia Poonga such as Artifacts, artworks, stone benches, Pumping motors, wind mill, solar charging station etc. should be maintained (excluding repair works) and protected by the Firm. Any damages to the properties due to negligence of Firm/workers will be penalized accordingly.

II. Safety Aspects

They should take all the care to protect the assets from fire, unauthorized trespassing, vandalism and utmost care to plants and animals in the Tholkappia Poonga.

The deployment of workforce and security personnel shall be made as per the direction of Tholkappia Poonga authority. They will also keep a watch on visitors/ students who come in to the zone to make sure that they do not litter or vandalize. The Firm will deploy the staff and the supervisors will train them in skills required for maintenance activities. Deployment of staff within the Tholkappia Poonga may be done in consultation with CRRT.

III. Details of Key Persons and Support Staff required:

Key Staff

Sl. No	Key Persons	No	Qualification	Deployment
1	Ecologist	1	Minimum 5 years of experience in managing an Eco-park / Bio-park with post graduate degree in Life Science	30 days in a month
2	Mangrove Specialist	1	Minimum 5 years of experience in plantation and up keeping mangrove vegetation in the degraded area with post graduate degree in Ecology/ Life Science	15 days in a month

Note: CV along with educational certificates in the prescribed manner has to be submitted for Key Persons

Support Staff

Sl. No	Description of Support Staffs	Required Manpower	Deployment
1	Mazdoor category I (Men)	43	30 days in a month
2	Mazdoor category II (Women)	12	30 days in a month
5	Security staff	42	30 days in a month
6	Security Supervisor	6	30 days in a month
7	Security Officer	1	30 days in a month
	Total	104	

Note: No CV is required for the above.

- a. A team of 43 men, 12 women shall be appointed for regular maintenance activities with constant supervision of Ecologist.
- b. Working Hours: 9.00 am - 5.00 pm
- c. Provide 24 hour security to the Tholkappia Poonga by providing Watch & Ward, Supervisor at fourteen designated places
- d. Lunch Break: 30 minutes between 1.30 pm to 2.00 pm
- e. Following Records and Registers should be maintained:
 - i. Records on attendance for Maintenance workers
 - ii. Records on attendance for Security Personnel
 - iii. Periodical submission of Ecological Report
 - iv. Register for Entry and Exit of visitors at the Gates
 - v. Material and Vehicle movement Register
 - vi. Daily Report on maintenance works, electricity, plumbing, status of the water body and plants.
 - vii. Others on required basis(The records and registers mentioned 1&2 above shall be counter signed by the authorized official / staff of CRRT on the same day)
- f. The workforce will carry out any emergency without any extra cost as and when required by the CRRT for the overall maintenance of the Tholkappia Poonga and also outside Tholkappia Poonga.
- g. Any damages / failure in civil structure / electrical items / solar items such as compound wall,

gates, bridges, toilets, pavement, pumps, motors, transmission lines, lights, name boards, etc should be brought to the notice of Client immediately.

- h. Project staff and the labour deployed for maintenance work will be covered under
 - i) The Workmen's Compensation Act 1923
 - ii) The Tamilnadu Shops and Establishment Act, 1947
 - iii) The Tamilnadu Industrial Establishment (National and Festival Holidays) Act, 1958
 - iv) The Employees' Provident Fund Scheme, 1952
 - v) Payment of Bonus Act, 1965
 - vi) Child Labour (Prohibition & Regulation) Act, 1986
 - vii) Others, as applicable from time to time

- i. The electricity charges for the site office shall be borne by the Firm.

3. Unlawful activities/ Noncompliance of works

The Firm may terminate the agreement at any time, if any unlawful activities/noncompliance of work specified above is found.

4. Period of agreement:

The period of agreement would be four years. In case of any additional scope of work or extension of time if any (maximum of 25% of agreement value as per TT ACT & RULES), rates shall be arrived and mutually agreed by the Client and the Firm (Any statutory increase in wages/DA etc. will have to be absorbed by the Firm).

5. Payment

Monthly payments shall be made to the maintenance firm supported with related documents such as:

- a) Monthly Report
- b) Time sheet of previous month with respect to work executed (date-wise).
- c) Time sheet of the proposed deployment for the next month. The proposed deployment should be based on the projects ongoing on that time and also the proposed ones to be taken up. In view of this, the firm has to discuss with line departments on the tenders floated and mobilize team accordingly.

The monthly payment will be paid as quoted in the tender and as agreed. The payment for Firm will be made on every month on submission of proper invoice including the reports and records specified in the Conditions of the Agreement before 15th day of the subsequent month. The payment for manpower shall be paid to the Firm only based on the actual manpower deployed in the site and recorded in the attendance register (Proof of ESI, EPF, other insurance (if any required) has to be submitted along with invoice).

Annexure - 2

SUPPLEMENTARY INFORMATION FOR FIRMS

Proposals

1. Proposals should include the following information:

(a) Pre-qualification Proposal

- (i) Experience in maintaining a wetland for a period of minimum 2 years (necessary client certificate for the proof of completion of maintenance assignment should be enclosed) – Annexure 3 E.
- (ii) Average annual turnover of Rs. **460.00 lakhs** for the last three years ending March 2020. The Firm must ensure that they submit the evidence of eligibility criteria on turnover & positive net worth as on 31st March 2020 in the form of audited financial statements signed by Chartered Accountant for the last 3 (three) Financial Years. (2017-18, 2018-19 & 2019-20). Audited financials shall be submitted as proof in the last three financial years as per the format attached – Annexure - 3 F. (Turnover of JV will not be considered for evaluation)
- (iii) A valid PASARA (Security) License for the Firm (or) shall have a tie up with a firm having valid PASARA (Security) License (for the entire project duration) from whom the firm will source the security personnel. Copy of the agreement details between your firm and the firm having valid PASARA (Security) License should be furnished as part of the Pre-Qualification Cover.
- (iv) Details of Ecologist and Mangrove Specialist with their Curriculum Vitae in attached Format (F-3) duly signed by the concerned personnel along with their educational, experience and other certificates if any as required should be furnished as part of the Pre-Qualification Cover.
- (v) Approach or methodology (work plan as per Form F-2) proposed for carrying out the required work.

(b) Financial Proposals

The financial proposals should include the Schedule of Price Bid in Form No.F-4 with cost break-up in Form 4A for the work program indicated in Form F-2.

2. **Two sets (One Original + One Duplicate) of Prequalification proposals, (With Soft copy in Pen drive – Prequalification proposal alone) and only one original of Financial proposal should be submitted to The Member Secretary, Chennai Rivers Restoration Trust, Tholkappia Poonga, 6/103, Dr. DGS Dinakaran Salai, Raja Annamalai Puram Chennai–600028 (if the financial proposal or anything related to financial proposal is placed in pen drive, the bid will be summarily rejected and will not be considered for further evaluation).**

3. Contract / Financial Negotiations: The aim of the negotiation is to reach an agreement on all points with the firm and initial a draft agreement by the conclusion of negotiations. Negotiations commence with a discussion of Firm's proposal, costing (**after negotiation of the unit rates, including the man month rates, tax liability and all cost, etc**), the proposed work plan, staffing and any suggestions you may have made to improve the Terms of Reference. Agreement will then be reached on the final Terms of Reference, the staffing plan and the bar chart, which will indicate personnel, periods in the field and office, man-months, and reporting schedule. Based on these, adjustments necessary will be discussed and agreed. The work will be awarded after successful negotiations, with the selected Firm. If negotiations fail, the Client will invite the Firms having obtained the second highest score to Contract negotiations and so on.

4. Contracts with persons. Firms are advised against making firm financial arrangements with prospective persons prior to award.
5. The desire of a firm to use an expert / key person assigned in this maintenance contract simultaneously on any another project shall not be accepted. Replacement of any key persons (Ecologist or Mangrove Specialist) during the maintenance period if any shall be informed to Client in prior to 30 days and upon approval (on satisfactorily qualifying the criteria as mentioned in tender), they shall be replaced.
6. All tenders must be addressed to **The Member Secretary, Chennai Rivers Restoration Trust, Tholkappia Poonga,, 6/103, Dr.D.G.S Dinakaran Salai, Raja Annamalai Puram, Chennai – 600 028** and must reach him not later than 15:00 Hours on **17.11.2021** in a Sealed cover duly **SUPERSCRIBED Appointment of Maintenance Firm for Tholkappia Poonga (358 acres including Adyar Creek & Estuary) in Chennai for a period of four years.** Tender received after 15:00 hours of the same day will be returned to the Firm unopened. Firms may be present if they so desire at the time of opening tenders.
7. Tenders shall be submitted either by registered post, courier with acknowledgment due or in person. Tenders by telegram or by any other means of communications will not be accepted.
8. Tenders shall be submitted in the enclosed form only, failing which they will not be considered.
9. Tenders by firm shall be in the firm's name signed on behalf of the firm by the person authorized in this behalf. In case of partnership firm, the names of all the partners with their full postal address should be furnished with the tender and if the firm is registered under the Indian Partnership Act of 1931 the registration Number of the firm should also be given. The partner who is signing a tender form should hold a power of Attorney in his favor to act for and on behalf of the partnership of firm. In case of a joint Hindu Family the tender must be signed by the Manager expressly as such manager.
10. The firm (s) is required to declare his/her/their age to the satisfaction of the CRRT. No agreement will be given to a minor/minors under any circumstances. In the event of any failure to produce documentary evidence for the age declared or in the event of the age found to be false and the firm is found to be minor on the date of submitting the tender such tender is liable to be rejected.
11. The amount of tender should be legibly written in INK BOTH IN FIGURES AND WORDS. Tenders containing erasures or alterations without proper Attestation/Omissions are liable to be rejected.
12. The Envelope for the Earnest money shall be super scribed with "Earnest Money" and shall contain EMD of Rs.**9,00,000/-** in the form of DD issued by a nationalized / scheduled bank located in India favoring "The Member Secretary, CRRT" payable at Chennai to keep the offer open till acceptance/ rejection thereof is communicated by the CRRT or till 90 days from the date of opening the tender whichever is earlier. Offers received without earnest money shall be summarily rejected (**In the case exemption certificate for EMD available from MSME, it will be considered**).

It shall be understood that the tender documents have been sold/issued to the Firm and that the firm is permitted to tender in consideration of the stipulation on his part that after submission of his tender, will not renege from or modify the terms and conditions thereof in a manner not acceptable to the CRRT. Should the firm fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the CRRT.

No interest will be allowed on the Earnest Money Deposit. Tenders will not be considered unless the Earnest Money Deposit, have been deposited in accordance with the stipulations of this para.

13. The Earnest Money Deposit deposited by the successful firm will be adjusted towards Security deposit payable by them before entering into acceptance subject to the conditions stipulated in para-9- above. The earnest Money Deposit of the unsuccessful tenders will be returned /refunded as soon as the tenders have been disposed off.
14. Each tender must be accompanied by the following:-
 - a) The remittance of Earnest Money Deposit.
 - b) An attested copy of the certificate of registration issued by the registrar of Co-Operative societies or other authorized officer and true copy of the Bye-Laws of the Group/Co-Operative Society (in case of Group Co-Operative Societies).
 - c) In case of a Partnership Firm, the copy of the certificate of registration issued by the Competent Authority.
 - d) The copy of the of a power of Attorney of the Managing Partner to sign the Tender document should also be enclosed with the tender
15. Tenders submitted without proper and fully complying with tender requirement will be disqualified and will not be considered.
16. The Successful firm shall be required to execute an agreement in the prescribed form without which he will not be considered.
17. The successful firm must deposit to the CRRT in advance at the time of initial award of the contract a sum equivalent to 5% of the agreement value as Security deposit / Bank Guarantee within 21 days of the date of award and communication of the tender and execute an agreement in the prescribed form.

The successful applicant on submission of security deposit in the form of Demand Draft / **Bank Guarantee being 5% of the agreement value** which will be veils and kept open not only during the agreement period of four years but also for a further period of six months beyond the agreement period and take up the work within 21 days of the date of acceptance of tender, the agreement will be executed. **(At the end of each year on satisfactory maintenance of works, 25% of bank guarantee will be released).**
18. Should a firm whose tender has been accepted and communicated decline or failed to remit the 5% bank Guarantee as referred to (i) in para 12 above and also execute an Agreement in the prescribed form and take up the work within 21 days from the date of acceptance of tender, the Earnest Money Deposit will be forfeited by the CRRT as ascertained liquidated damages.
19. The Firm or his representative must be available at the CRRT office from 09.00 hrs to 17.00 Hrs or such period as may be specified from time to time by any authorized official of the CRRT.
20. The successful firm shall not assign, sublet or transfer the contract / work either on whole or part. If it is found that the agreement has been assigned or sublet or either in part or in full, the CRRT will terminate the agreement without any notice duly forfeiting the Security as ascertained liquidated damages.
21. No separate communication relating to the tender must be addressed by the firm to the officer or any other person in the CRRT by all explanatory or qualifying remarks which the firm may desire to make must be recorded in the tender form in the space provided for purpose in the respective paras.
22. Further the CRRT reserves to itself the right to accept/negotiate with the next second highest firm in the event the highest firm withdraws the bid or not able to abide by the terms and conditions of the agreement.

23. The quantum of requirement of such material may be more explicit. It should be ensured that all cleaning material is supplied regularly as per the requirement. The cost of the same will be of the operator.
24. The manpower shall be mobilized by the Firm within 21 days of award of contract / work.
25. All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria indicated for each category. All consumable, detergents, chemicals like Naphthalene ball, Room freshener, mosquito/insect repellent, liquid soap, Colin, phenyl etc., shall be arranged by the appointed firm and the equipments and machineries shall be arranged by CRRT.
26. Cleaning should be completed in office cited premises (except common places) prior to opening of office hours i.e. 9.30 AM so that work in office does not get interrupted in the middle for cleaning purpose.
27. The persons supplied by the Firm should not have any Police records/criminal cases against them. The Firm should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character and antecedents of persons will be verified by the Firm before their deployment through local police, collecting proofs of residence, driving license, bank account details, previous work experience and recent photograph and a certification to this effect submitted to this office. The Firm will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The Firm shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request.
28. The Firm shall engage necessary persons as required by this office from time to time. The Deployment of personnel is to be on monthly basis. Thus deployment/arrangement of the personnel should be in such a manner that there shall be no violations of any leave Rules and weekly off days. The firm will have to bear cost of providing personnel for this work load/ duty hours or weekly off. The said persons engaged by the Firm shall be the employee of the Firm and it shall be the duty of the Firm to pay their salary every month.
29. There is no Master and Servant relationship between the employees of the Firm and this office and further that the said person of the Firm shall not claim any absorption in this office or the Government of Tamil Nadu.
30. The Firm's person shall not claim any benefit /compensation/absorption/regularization of services from/in this office under the provision of Industrial Disputes Act., 1947 or Contract Labor (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be submitted by the Firm to this office.
31. The Firm's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative / organizational matters as all are of confidential/secret nature.
32. The Firm's personnel should be polite, cordial, positive and efficient, while handling the assigned work. The Firm shall be responsible for any act of indiscipline on the part of persons deployed by him. The Firm shall be bound to prohibit and prevent any of their employees from being intoxicated while on duty, trespassing or acting in any detrimental or prejudicial to the interest of this office. The decision of the officer in charge upon any matter arising under the clause shall be final and binding on the Firm.
33. That the persons engaged shall not be below the age of 18 years or above the age of 65 years and they shall not interfere with the duties of the employees of this office.

34. The functional control over the personnel deployed by the Firm will rest with this office and the disciplinary administrative / Technical control will be with the Firm.
35. This office may require the Firm to dismiss or remove from the site of work, any person or persons, employed by the Firm, who may be incompetent or for his/ her/their misconduct and the Firm shall forthwith comply with such requirements. The Firm shall replace immediately any of its personnel, if they are unacceptable to this office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office. Also the appointed firm shall make alternate arrangements, in the absence of any of its staff and labours and must keep informed the client.
36. The Firm has to provide Photo Identity Cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed & their loss reported immediately.
37. The transportation, food, medical and other statutory requirements in respect of each personnel of the Firm shall be the responsibility of the Firm.
38. The Firm shall have employer's liability and workers' compensation insurance in respect of the Personnel of the Firm and of any sub-contractors, in accordance with the relevant provisions of the Applicable law, as well as, with respect to such personnel, any such life, health, accident, travel or other insurance as may be appropriate.
39. That the Firm will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, Employees Provident Fund, ESI Act etc. and this office shall not incur any liability for any expenditure whatsoever on the persons employed by the Firm on account of any obligation. The Firm will require providing particulars of EPF, ESI of its employees engaged in this office. The Firm will comply all statutory provisions of law, rules and regulations of Act and keep this office informed about any amendment in the law from time to time.
40. The Firm will submit the bill in triplicate to CRRT, Chennai - 600028 in respect of a particular month in the first week of the next month. The payment will be released by the third week of the same month after subject to certificate given by the Officer In-Charge and production of documentary evidence towards P.E./ESI/GST of its staff for the previous month. Tax if any shall be deducted at source as per the relevant Act.
41. Payments to the Firm would be strictly on certification by the officer with whom he is attached that his services were satisfactory and attendance as per the bill preferred by the Firm.
42. No wage/remuneration will be paid to deployed persons for the days of absence from duty.
43. The Firm will provide the required personnel for a shorter period also, in case of any exigencies as per the requirement of this office.
44. The Firm shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Firm. Replacement of any key persons (Ecologist or Mangrove Specialist) during the maintenance period if any shall be informed to Client in prior to 30 days and only upon approval (on satisfactorily qualifying the criteria as mentioned in tender), they shall be replaced.
45. The Firm shall be contactable at all times and messages sent by phone /e-mail/ fax / special messenger from this office shall be acknowledged immediately on receipt on the same day. The Firm shall strictly observe the instructions issued by the Department in fulfilment of the agreement from time to time.

46. This office (CRRT) shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the Firm.
47. That the Firm on its part and through its own resources shall ensure that the goods, materials and equipment's etc. are not damaged in the process of carrying out the services undertaken by it and shall be responsible for acts of commission and omission on the part of its staff and its employees etc. If this office suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the Firm, then the Firm shall be liable to reimburse to this office for the same. The Firm shall keep this office fully indemnified against any such loss or damage. Any accident/ casualty occurred during the course of working to any staff engaged by the Firm, the responsibility will remain with the Firm. For any accident or casualty occurred during the course of working to any staff deployed by the Firm, the liability that will arise out of the accident will be borne by the Firm. The responsibility will remain with Firm and this office will no way be responsible for it or any other clause mentioned above.
48. This office will maintain an attendance register in respect of the staff deployed by the Firm on the basis of which wages/remuneration will be decided in respect of the staff at the approved rates.
49. The successful Firm will enter into an agreement with this office for supply of suitable and qualified manpower as per requirement of this office on these terms and conditions on non judicial Rs. 100/- stamp paper. The above stamp paper will be arranged by the Firm for execution of agreement. The agreement will be valid for a period of four years commencing from the date of agreement and shall continue to be in force in the same manner, unless terminated in writing.
50. The service charges/rates quoted by the Firm shall be fixed for a period of four years and no request for any change/modification shall not be entertained before expiry of the period of four years. Any statutory increase in Wages/DA etc. is to be absorbed by the Firm during the agreement period.
51. The Firm shall not assign, transfer, pledge or sub contract the performance of services without the prior written consent of this office.
52. The agreement can be terminated by either party by giving one month's notice in advance. If the Firm fails to give one month's notice in writing for termination of the Agreement then one month's wages etc and any amount due to the Firm from the office shall be forfeited.
53. That on the expiry of the agreement as mentioned above, the Firm will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the Firm, it shall be the entire responsibility of the Firm to pay and settle the same.
54. The Firms shall have to obtain the required license from the licensing authority of respective Department/Circle/Division/Other units before deployment of personnel in this office.
55. That if any amount is found payable by the Firms towards, wages, allowances and statutory dues in respect of personnel or any loss to this office property, the same shall be adjusted from the security deposit of the extent of the amount so determined reserving right to recover the deficit amount through other modes of recovery including the right to terminate the agreement without notice.
56. This office reserves the right to reject any or all the tenders without assigning any reason whatsoever and the decision of the management shall be final and binding on all the Firms.
57. EPF and ESI contribution to be paid as per the rules and regulations employed for personnel by firm and shall be the responsibility of firm.

58. For every 6 days of duty of personnel one day off with payment will be given. The firm will have to bear cost of providing personnel for this weekly off. The total monthly rates quoted shall inclusive off all these, including profits, overheads, bonus, gratuity, insurances, etc and taxes whatsoever payable.
59. The employed personnel shall wear a common dress and shall have a badge mentioning their cadre. It should be worn inside the Tholkappia Poonga when on duty.
60. The personnel shall not cook or make noise or use music system inside the Tholkappia Poonga.
61. In case of dispute arising between the Firm and staff of CRRT, The firm shall refer the matter in writing to The Member Secretary, CRRT whose decision in the matter shall be final.
62. The Member Secretary, CRRT as the highest authority reserves the right to cancel the agreement without assigning any reasons therefore.
63. For breach of any of these conditions The Member Secretary, CRRT will be the authority to take penal action as may be deemed fit.
64. Any money due by the firm under the terms of the tender shall be recovered with reference to appropriate statutory act or any modifications thereof.
65. Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration & Conciliation Act 1996. The place of arbitration shall be at Chennai and the language for communication shall be English. The Jurisdiction will be courts of Chennai (High Court of Madras).

Annexure - 3

(To be attached with Pre-Qualification Cover – 1)

COVER LETTER

(On the letter head of the Firm)

1

Date:

To

The Member Secretary
Chennai Rivers Restoration Trust,
Tholkappia Poonga,
6/103, Dr. DGS Dinakaran Salai,
Raja Annamalai Puram, Chennai-600028.

Subject: Appointment of Maintenance Firm for.....

Dear Sir / Madam,

With reference to your tender document dated, I/we, having examined the tender and understood its contents, hereby submit our proposal

1. The pre-qualification and financial proposals are unconditional.
2. All information provided in the proposal and in the Appendices / Annexures is true and correct and all documents accompanying such proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Firm for the aforesaid Project.
4. I/ We shall make available to CRRT any additional information it may find necessary or required to supplement or authenticate the proposal.
5. I/ We acknowledge the right of CRRT to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last 3 (three) years, we or any of our Associates or subsidiaries have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award against the Firm, nor been expelled from any project or contract by any public Independent nor have had any contract terminated for breach on our part.
7. I/ We declare that:
 - a. I/ We have examined and have no reservations to the tender Document, including any Addendum / pre-bid minutes issued by CRRT.
 - b. I/ We do not have any conflict of interest in accordance with Clauses as per the tender document;
 - c. I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender issued by or any agreement entered into with CRRT or any other public-sector enterprise or any government, Central or State;
 - d. I / We hereby certify that we have taken steps to ensure that in conformity with the provisions of the tender document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. I /We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Firm, without incurring any liability to the Firms in accordance with the tender document.
9. I /We believe that we satisfy the Conditions of Eligibility and meet the requirements as specified in the tender document and are qualified to submit proposal in accordance with the provisions of the tender document.
10. I /We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory Independent which could cast a doubt on our ability to undertake the maintenance assignment for the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I /We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any Firm of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I /We further certify that no investigation by a regulatory Independent is pending either against us or against our Associates or against our MD / CEO or any of our Directors/ Managers/employees.
13. I /We undertake that in case due to any change in facts or circumstances during the Selection Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate CRRT of the same immediately.
14. I /We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by CRRT in connection with the selection of Firm or in connection with the Selection Process itself, in respect of the above mentioned Project.
15. The EMD (Bid Security) of Rs.9,00,000/- (Rupees Nine Lakhs only) in the form of demand draft, in accordance with the tender document.
16. I /We agree and understand that the proposal is subject to the provisions of the tender document. In no case, shall/we have any claim or right of whatsoever nature if the Agreement for the work is not awarded to me/us or our proposal is not opened or rejected.
17. I /We agree to keep this offer valid for 90 days from the proposal due date specified in the tender.
18. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith.
19. I /We certify that we shall have no claim, right or title arising out of any documents or information provided to us by CRRT or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Contract / work.
20. I /We, _____ (Firm's name/Lead Member of Consortium Name) herewith enclose the Financial Proposal as per Annexure for selection of my/our firm as Contractor / maintenance firm.
21. I /We agree and undertake to abide by all the terms and conditions of the tender document.
22. In witness thereof, we submit this Proposal under and in accordance with the terms of the tender document.

Yours faithfully,

(Signature, name and designation of the of the Authorised signatory)
(Name and stamp of Firm)

Annexure – 3 A

(To be attached with Pre-Qualification Cover – 1)

Details of the Firm

(To be submitted on Letterhead of the Firm)

- 1 a) Name:
b) Date of Incorporation/Commencement:
2. Brief Description of the Firm including details of its main line of Business
3. Shareholding of the Firm
4. List of Directors:
5. Details of Individual who will serve as the point of contact/communication to Client:
 - a) Name:
 - b) Designation:
 - c) Firm:
 - d) Address:
 - e) Telephone No:
 - f) Email Address:
 - g) Fax Number:
 - h) Mob No:
 - i) PAN No: Attach Proof
 - j) GST No: Attach Proof
6. Particular of Authorised Signatory of the Firm:
 - a) Name:
 - b) Designation:
 - c) Address:
 - d) Telephone No.:
 - e) Mob. No :
 - f) Email Address:
 - g) Fax No:

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

Annexure – 3 B

(To be attached with Pre-Qualification Cover – 1)

STATEMENT OF LEGAL CAPACITY

(on the letter head of the Firm)

Ref.

Date:

To

The Member Secretary
Chennai Rivers Restoration Trust,
Tholkappia Poonga, 6/103, Dr. DGS Dinakaran Salai,
Raja Annamalai Puram, Chennai-600028

Subject: Appointment of Maintenance Firm for Tholkappia Poonga (358 acres including Adyar Creek & Estuary) in Chennai for a period of four years – reg..

Dear Sir,

We hereby confirm that we, the Firm, satisfy the terms and conditions laid down in the tender document.

We have agreed that (insert individual's name) will act as our Authorised Representative and has been duly authorised to submit our Proposal. Further, the Authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communications and authenticate the same.

Yours faithfully,

(Signature, name and designation of the Authorised signatory)

For and on behalf of.....

Annexure – 3 C

(To be attached with Pre-Qualification Cover – 1)

POWER OF ATTORNEY

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr./Ms. (name & residential address) who is presently employed with us and holding the position of _____ as our true and lawful attorney (hereinafter referred to as the "**Authorised Representative**") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for Appointment of Maintenance Firm for Tholkappia Poonga (358 acres including Adyar Creek & Estuary) in Chennai for a period of four years in response to the tender floated by CRRT including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the CRRT, representing us in all matters before the CRRT, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the CRRT in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the CRRT, and, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED
THIS POWER OF ATTORNEY ON THIS.....DAY OF2021

For

(Signature, name, designation and address)

Witnesses:

1.

2.

Notarized

Accepted

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

Notes:

- 1) 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 stamp affixed in accordance with the required procedure. Copy of such document should be submitted along with the power of Attorney.
- 2) Also, wherever required, the Firm should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Firm.

Annexure – 3 D

(To be attached with Pre-Qualification Cover – 1)

From

To

The Member Secretary, CRRT,
Chennai Rivers Restoration Trust,
Tholkappia Poonga, 6/103, Dr. DGS Dinakaran Salai,
Raja Annamalai Puram,
Chennai - 600 028.

Sir:

Sub: Appointment of Maintenance Firm for Tholkappia Poonga (358 acres including Adyar Creek & Estuary) in Chennai for a period of four years – reg.

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

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

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

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

Yours faithfully,

Signature: _____

Full name _____

and address: _____

email id:

Phone no:

(Authorized Representative)

Annexure – 3 E

(To be attached with Pre-Qualification Cover – 1)

Eligible Project Experience of the Firm

Eligible Project Experience of the Firm for Pre-qualification as defined in Clause 7.2.(a)

(Following Table shall be filled in by the Firm)

Outline of recent experience on maintenance assignments of maintaining a wetland:

<u>S. No.</u>	<u>Name of maintenance assignment</u>	<u>Name of project</u>	<u>Owner or sponsoring authority</u>	<u>Cost of maintenance assignment in Rs.</u>	<u>Date of commencement</u>	<u>Date of completion</u>	<u>Was maintenance assignment satisfactorily completed / ongoing project*</u>	<u>Wetland Experience</u>
1	2	3	4	5	6	7	8	9
								Yes / No

* For ongoing projects, the Firm should have completed minimum 2 years of maintenance in the ongoing project, and certificate for completion of minimum two years is to be submitted along with it.

Please attach relevant documents as proof (such as award letter, completion certificate, copy of concession agreement or award letter to Firm etc.)

Work experience other than wetland maintenance will not be considered and will be rejected.

Seal / Name & Signature of Authorised Signatory

Annexure – 3 F

(To be attached with Pre-Qualification Cover – 1)

Financial Qualification of the Firm

S. No	Financial Year	Annual Turnover (Rs. In lakh)	Net worth
1	2017-2018		
2	2018-2019		
3	2019-2020		

Statutory Auditor (Seal & Signature)

Name of Audit Firm:

Name of Partner:

Membership No.:

Firm Registration No.:

Contact No:

Address:

Note:

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

FORM NO.F-1

(To be attached with Pre-Qualification Cover – 1)

Composition of the Team Personnel and the task which would be assigned to Key Professionals

1. Key Persons

S. No.	Position	Name	Task assignment
a)	Ecologist		
b)	Mangrove Specialist		

2. Support Staff

Sl. No	Position	Number of persons	Task assignment
1	Mazdoor category I (Men)	43	
2	Mazdoor category II (Women)	12	
3	Security staff	42	
4	Security Supervisor	6	
5	Security Officer	1	

Seal / Name & Signature of Authorised Signatory

Note: Explain the Role and task of work for each of the key and non-key expert with respect to this maintenance assignment.

FORM F-2

(To be attached with Pre-Qualification Cover – 1)

WORK PROGRAM AND TIME SCHEDULE

I. APPROACH / METHODOLGY - WORK PROGRAM FOR THE OUTPUTS / ACTIVITIES

Monthly Reports

1. Monthly Report – Month 1
 2. Monthly Report – Month 2
 - 3.....
 - 4.....
 5. Monthly Report – Month 48
- Monthly Reports Due 1st week of next month
Activities Duration 4 Years (48months)

II. TIME SCHEDULE FOR THE KEY AND SUPPORT STAFF

S. No.	Key Professionals	Name	1	2	3	47	48	Total
1	Ecologist									
2	Mangrove Specialist									
	Total									

S. No.	Support Staff	Numbers	1	2	3	47	48	Total
1	Mazdoor category I (Men)									
2	Mazdoor category II (Women)									
3	Security staff									
4	Security Supervisor									
5	Security Officer									

Seal / Name & Signature of Authorised Signatory

FORM F-3

(To be attached with Pre-Qualification Cover – 1)

**FORMAT OF CURRICULUM VITAE (CV) FOR
PROPOSED KEY PROFESSIONAL STAFF**

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on maintenance assignment. Describe degree of responsibility held by staff member on relevant previous maintenance assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of maintenance assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

_____ **Date:** _____
[Signature of staff member and authorized representative of the Firm] Day/Month/Year

Full name of staff member: _____

Full name of the authorized representative: _____

FINANCIAL PROPOSAL COVER - 2

FORM F-4

SCHEDULE OF PRICE BID
(To be attached with Financial Proposal Cover - 2)

(On the letter head of the Firm)

Sub: Appointment of Maintenance Firm for

Having gone through the tender and having fully understood the scope of work for the maintenance assignment as set out in the TOR, we are pleased to quote the following fees for the Maintenance assignment as per the specified scope of Work:

	Amount in Rupees	
	in figure	In words
Cost of the Financial Proposal		
(1) Remuneration for Key Persons & support staff		
(2) Out of Pocket Expenses		
<u>Total Base Cost of the Financial Proposal (4 years): A</u>		
<u>GST % : B</u>		
<u>Grand Total (A+B)</u>		
	RS. _____/-	

(Rupees in Words)

Note:

1. The Financial Proposal is inclusive of all out-pocket expenses which may be incurred towards travel, accommodation, documentation, communication and any materials for maintenance etc., during the period of maintenance assignment.
2. In case of difference in amount quoted in figures and words, the value in words shall be considered for evaluation.
3. The breakup of expenses shall be provided by the Firm as given in Form No. F4-A.
4. The Financial Proposal is inclusive of all taxes i.e. income tax, professional tax and education cess except GST (as applicable).

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

Signature
Seal of Firm
(Authorized representative)

FORM F4-A

(To be attached with Financial Proposal Cover - 2)

Cost Estimate of Services

I. Remuneration to Key persons and support Staff:

S. No.	Key Professionals	Name	Rate Amt in Rs	Man Months	Total Cost Amount in Rs
1	Ecologist				
2	Mangrove Specialist				
	Total – A				

S. No.	Support Staff	Numbers	Rate Amt in Rs	Man Months	Total Cost Amount in Rs
1	Mazdoor category I (Men)				
2	Mazdoor category II (Women)				
3	Security staff				
4	Security Supervisor				
5	Security Officer				
	Total – B				

II. Out-of-Pocket Expenses:

S. No.						Total Cost Amount in Rs
1	Consumables for maintenance and cleaning					
2	Stationary for gate maintenance and visitors					
3	Miscellaneous Expenses (specify)					
	Total – C					

Annexure – 4

Draft agreement for this Maintenance assignment to be carried out by Firm

Draft Agreement

To be executed in Rs. 100/- Stamp Paper

Subject: (Name of the Maintenance assignment)

(Name of the Firm)

PAN :

GST No:

This AGREEMENT (“Agreement”) is executed at Chennai on this __ day of2021 by and between Chennai Rivers Restoration Trust (‘Client’) (hereinafter will be referred as Client) having their office at....., Chennai – 600028, and M/s., (‘Firm’) (hereinafter will be referred as the (Firm) having their office located at

1. Set out below are the terms and conditions under which Firm has agreed to carry out for Client the above-mentioned maintenance assignment specified in the attached Terms of Reference.
2. For administrative purposes (Name of responsible staff of Client) has been assigned to administer the maintenance assignment and to provide Firm with all relevant information needed to carry out the maintenance assignment. The services will be required in (Name of Maintenance assignment) for months, during the period from _____ to _____ or till the date of completion of the maintenance assignment.
3. The Client may find it necessary to postpone or cancel the maintenance assignment and/or shorten or extend its duration. In such case, every effort will be made to give you, as early as possible, notice of any changes. In the event of termination, the Firm shall be paid for the services rendered for carrying out the maintenance assignment to the date of termination, and the Firm will provide the Client with any reports or parts thereof, or any other information and documentation gathered under this Agreement prior to the date of termination.
4. The services to be performed, the estimated time to be spent, and the reports to be submitted will be in accordance with the attached Description of Services.
5. This Agreement, its meaning and interpretation and the relation between the parties shall be governed by the laws of Union of India
6. This Agreement will become effective upon confirmation of this letter on behalf of Firm and will terminate on _____, or such other date as mutually agreed between the Client and the Firm.
7. Payments for the services will be made every month based on the invoice submitted and will not exceed a total amount of Rs. _____/ month and Rs _____/ year excluding GST. (Proof of ESI, EPF, other insurance (if any required) has to be submitted along with invoice).

The Client will pay to the Firm, within 15 days of receipt of invoice as per ToR

The above remuneration includes all the costs related to carrying out the services, including overhead and any taxes (excluding GST) imposed on Firm.

8. The Firm will be responsible for appropriate insurance coverage. In this regard, the Firm shall maintain workers compensation insurance, ESI, EPF for their staff on the maintenance assignment. The Firm shall also maintain comprehensive general liability insurance, including Agreemental liability

coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of the Firm or its staff. The Firm shall provide the Client with certification thereof upon request. The risks and the coverage shall be as follows:

(a) Workers' compensation insurance in respect of the Personnel of the Firm and of any Sub- Firm, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;

9. The Firm shall indemnify and hold harmless the Client against any and all claims, demands, and/or judgments of any nature brought against the Client arising out of the services by the Firm under this Agreement. The obligation under this paragraph shall survive the termination of this Agreement.
10. The Firm agrees that, during the term of this Agreement and after its termination, the Firm and any entity affiliated with the Firm, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
12. The Client shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Firm in the event of breach of the work assigned in the ToR or the finalized Agreement. The validity of performance security will be extended according to the extension of contract period as per the agreement executed.
13. All reports, plans, and any other documents submitted by the Firm in the performance of the Services shall become and remain the property of the Client. The Firm may retain a copy of such documents but shall not use them for purposes unrelated to this Agreement without the prior written approval of the Client.
14. The Firm undertake to carry out the maintenance assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of the maintenance assignment, and to ensure that the staff assigned to perform the services under this Agreement, will conduct themselves in a manner consistent herewith.
15. The Firm will not assign this Agreement or sub-Agreement or any portion of it without the Client's prior written Consent and replacement of any key persons (Ecologist or Mangrove Specialist) during the maintenance period if any shall be informed to Client in prior to 30 days and only upon approval (on satisfactorily qualifying the criteria as mentioned in tender), they shall be replaced.
16. The Firm shall pay the taxes, duties fee, levies and other impositions levied under the Applicable law and the Client shall perform such duties, in regard to the deduction of such tax, as may be lawfully imposed.
17. The Firm also agree that all knowledge and information not within the public domain which may be acquired during the carrying out of this Agreement, shall be, for all time and for all purpose, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, except with the Client written permission.

18. SETTLEMENT OF DISPUTES

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

18.2. Miscellaneous. In any arbitration proceeding hereunder:

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

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

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

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

a. By the Client

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

(a) If the Firm fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

(b) If the Firm becomes (or, if the Firm consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

(c) If the Firm fails to comply with any final decision reached as a result of arbitration proceedings;

(d) If, as the result of Force Majeure, the Firm is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement;

(f) If the Firm fails to confirm availability of Key Experts as required as per ToR. Furthermore, if the Client determines that the Firm has engaged in Fraud and Corruption in competing for or in executing the Agreement, then the Client may, after giving fourteen (14) calendar days written notice to the Firm, terminate the Firm's employment under the Agreement.

b. By the Firm

The Firm may terminate this Agreement, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

(a) If the Client fails to pay any money due to the Firm pursuant to this Agreement and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Firm that such payment is overdue.

(b) If, as the result of Force Majeure, the Firm is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.

(c) If the Client fails to comply with any final decision reached as a result of arbitration.

(d) If the Client is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Firm may have subsequently approved in writing) following the receipt by the Client of the Firm's notice specifying such breach.

c. Cessation of Services:

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

20. Force Majeure:

a. **Definition**

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

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

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

b. No Breach of Agreement The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

c. Measures to be Taken A Party affected by an event of Force Majeure shall continue to perform its obligations under the Agreement as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

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

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

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

- (a) demobilize and, if required by the Client, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Firm shall continue to be paid under the terms of this Agreement.

In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 19.

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

21. Any dispute arising out of the Agreement, which cannot be amicably settled between the parties, shall be referred to Adjudication / arbitration in accordance with the Arbitration & Conciliation Act 1996. The place of arbitration shall be at Chennai and the language for communication shall be English.
22. The jurisdiction of court will be at Chennai.
23. Conflict of Interests: The Firm shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other maintenance assignments or their own corporate interests. Firm Not to Benefit from Commissions, Discounts, etc.: The payment of the Firm shall constitute the Firm's only payment in connection with this Agreement, the Firm shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or in the discharge of its obligations hereunder, and the Firm shall use its best efforts to ensure that the Experts and agents of them, similarly shall not receive any such additional payment.

Furthermore, if the Firm, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Firm shall comply with the TT Act, and shall at all times exercise such responsibility in the best interest of the Client.

Firm and Affiliates Not to Engage in Certain Activities: The Firm agrees that, during the term of this Agreement and after its termination, the Firm and any entity affiliated with the Firm and any entity affiliated, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Firm's Services for the preparation or implementation of the project.

Prohibition of Conflicting Activities: The Firm shall not engage, and shall cause its Experts not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Agreement.

Strict Duty to Disclose Conflicting Activities: The Firm has an obligation and shall ensure that its Experts shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Firm or the termination of its Agreement.

- 24. **Confidentiality:** Except with the prior written consent of the Client, the Firm and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Firm and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
- 25. **Accounting, Inspection and Auditing:** The Firm shall keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs. The Firm shall permit, the Client / GoTN and/or persons appointed by the Client / GoTN to inspect the Site and/or all accounts and records relating to the performance of the Agreement and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Client / GoTN if requested by the Client / GoTN.

Place:
Date:

(Signature of Authorized Representative
on behalf of the Firm)

(Signature of Authorized Representative
on behalf of the Client)

.....

.....

LIST OF ANNEXES TO AGREEMENT

Annex 1: Terms of Reference and Scope of Services

Annex 2: Firm's Personnel and their tasks

Annex 3: Firm's Reporting Obligations

Annex 4: Work Schedule

Annex 5: Key-persons Schedule

Annex 5: Performance Guarantee

Bank Guarantee for Performance Security

To

The Member Secretary,
Chennai Rivers Restoration Trust,
Tholkappia Poonga, 6/103, Dr. DGS Dinakaran Salai,
Raja Annamalai Puram,
Chennai-600028

In consideration of Chennai Rivers Restoration Trust acting on behalf of the Government of Tamil Nadu (hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s having its office at (hereinafter referred as the "Firm" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Client's Letter of Award no. dated and the agreement to be executed for Rs. (Rupees), (hereinafter referred to as the "Agreement") Contract Services for

..... and the Firm having agreed to furnish a Bank Guarantee amounting to Rs. (Rupees) to the Client for performance of the said Agreement. We, (hereinafter referred to as the "Bank") at the request of the Firm do hereby undertake to pay to the Client an amount not exceeding Rs. (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Client by reason of any breach by the said Firm of any of the terms or conditions contained in the said Agreement. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Client stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Client by reason of breach by the said Firm of any of the terms or conditions contained in the said Agreement or by reason of the Firm's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees).

We, (indicate the name of Bank) undertake to pay to the Client any money so demanded notwithstanding any dispute or disputes raised by the Firm in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Firm shall have no claim against us for making such payment.

We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Client under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Client certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Firm and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

We, (indicate the name of Bank) further agree with the Client that the Client shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Firm from time to time or to postpone for any time or from time to time any of the powers exercisable by the Client against the said Firm and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Firm or for any forbearance, act or omission on the part of the Client or any indulgence by the Client to the said Firm or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

This Guarantee will not be discharged due to the change in the constitution of the Bank or the Firm (s). We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Client in writing.

For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** * (Rupees *****) only. The Bank shall be liable to pay the said amount or any part thereof only if the Client serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [*** (indicate date falling 90 days after the date of this Guarantee)].

For

Name of Bank:

Seal of the Bank:

Dated, the day of, 2021