

Industries Department Government of Tamil Nadu

Consultancy Services for the Preparation of Detailed Project Report for Improvements to Thiruvottiyur – Ponneri – Panchetti (TPP) Road, North Chennai Thermal Power Station (NCTPS) Road, and Ennore Port Road for the Movement of 575MT Special Transport Vehicle (STV) –in Chennai, Tamilnadu.

REQUEST FOR PROPOSAL (RFP)

OCTOBER 2011

**Industries Department
Secretariat, Fort St. George
Chennai – 600 009**

Managing Associate

TNRDC

Tamil Nadu Road Development Company Ltd.

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SCHEDULE OF BIDDING PROCESS

S. No.	EVENT DESCRIPTION	DATE
1	ISSUE OF RFP TO APPLICANTS	FROM 31 ST OCTOBER 2011
2	LAST DATE OF RECEIVING QUERIES, IN CASE THE QUERIES TO BE ANSWERED IN PRE-BID	02 ND NOVEMBER 2011
3	PRE-BID CONFERENCE	03 RD NOVEMBER 2011
4	LAST DATE FOR PURCHASE OF RFP	08 TH NOVEMBER 2011
5	LAST DATE FOR SUBMISSION OF PROPOSALS	15:00 HRS, 09 TH NOVEMBER 2011
6	DATE FOR OPENING OF TECHNICAL PROPOSALS	15:30 HRS, 09 TH NOVEMBER 2011

TNRDC will endeavor to adhere to the dates indicated above. However, it reserves the right to effect changes to the above dates, if the need arises. Such change would be uploaded in TNRDC website (www.tnrhc.com)

DISCLAIMER

This Request for Proposal (RFP) is issued by Tamil Nadu Road Development Company Ltd (TNRDC) on behalf of Industries Department, Government of Tamil Nadu

GoTN, Industries Department has requested TNRDC to assist the former in finalizing the Consultant for this DPR assignment.

The RFP is not a prospectus or offer or invitation to the public in relation to the sale of shares, debentures or securities, nor shall this RFP or any part of it form the basis of or be relied upon in any way in connection with, any contract relating to any shares, debentures or securities.

Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither TNRDC / GoTN, Industries Department, nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed road Project, or make any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, any liability therefore is hereby expressly disclaimed.

The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment. It does not, and does not purport to, contain all the information that a recipient may require. Neither TNRDC / GoTN, Industries Department nor any of its officers, employees nor any of its advisors nor consultants undertake to provide any recipient with access to any additional information or to update the information in this RFP or to correct any inaccuracies therein which may become apparent. Each recipient must conduct its own analysis of the information contained in this RFP or to correct any inaccuracies therein and is advised to carryout its own investigation into the proposed road Project, the legislative and regulatory regime which applies thereto and all matters pertinent to the proposed Project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed Project.

This RFP includes certain statements, estimates, projections, targets and forecasts with respect to the road Project. Such statements estimates, projections, targets and forecasts reflect various assumptions made by the management, officers and employees of TNRDC / GoTN, Industries Department, which assumptions (and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFP is, or should be relied on as, a promise, representation or warranty.

REQUEST FOR PROPOSAL (RFP)

SECTION 1

INFORMATION TO CONSULTANTS

Sub.: **Consultancy Services for the Preparation of Detailed Project Report for Improvements to Thiruvottiyur – Ponneri – Panchetti (TPP) Road, North Chennai Thermal Power Station (NCTPS) Road, and Ennore Port Road for the movement of 575MT Special Transport Vehicle (STV) –in Chennai, Tamilnadu.**

GENERAL:-

On behalf of Government of Tamil Nadu (GoTN), Industries Department, Tamil Nadu Road Development Company Limited, (TNRDC) invites proposals for engaging selected Consultants for the work of Consultancy Services for the Preparation of Detailed Project Report for Improvements to Thiruvottiyur – Ponneri – Panchetti (TPP) Road, North Chennai Thermal Power Station (NCTPS) Road, and Ennore Port Road for the movement of 575MT Special Transport Vehicle (STV) –in Chennai, Tamilnadu.

1.

TABLE 1: TPP Road, NCTPS Road & Ennore Port Road

S. No	Location	Project Stretch	Project Length	Completion period
1	Chennai, Tamil Nadu, India	Part of Thiruvottiyur – Ponneri – Panchetti (TPP) Road, North Chennai Thermal Power Station (NCTPS) Road, and Ennore Port Road for the movement of 575Mt Special Transport Vehicle (STV) –in Chennai, Tamilnadu.	Approximately 14.7 Km	4 Months

2. The proposal shall be submitted in English Language and all correspondence would be in the same language.

3. CEPRCL (Chennai Ennore Port Road Company Ltd – Joint Venture of NHAI, Chennai Port, Ennore Port & GoTN) has embarked to improve and develop Ennore Port Connectivity Roads. Thiruvottiyur- Ponneri- Panchetti Road (Km 4/500 to 13/500) forms part of this connectivity project. Now M/s Toshiba JSW Turbine and Generator Pvt. Ltd., proposes to use TPP road from km 6/000 to 13/500 to carry heavier loads than the designed IRC loading. Moreover, to reach Ennore port M/s Toshiba are also planning to utilize the North Chennai Thermal Power Station (NCTPS) road of 4.8 km length and Ennore Port Road of 2.4 Km up to Ennore port entrance.
4. TPP Road has been proposed to be reconstructed and designed into a four lane road with a central median and with service roads on both sides. The bridges at km 7/370 and km 8/052 are being widened and a two lane bridge is being added at km 8/901 (Nappalayam). Right now these three structures are at different stages of construction.
5. NCTPS road belonging to Electricity Board is a two lane road catering to limited traffic as of now. There is a ROB at Athipattu in Km 2/642 and a major bridge for pulicat backwaters at Km 4/478. The road and bridges are to be examined for the movement of STV and designed accordingly.
6. Ennore Port Road is owned and maintained by Ennore Port Limited. There are a number of bridges on this route. The road and bridges are to be examined for the movement of STV and designed accordingly.
7. To cater to the needs of M/s Toshiba i.e., to move the special transportation vehicle, the above mentioned three roads have to be improved and also it is proposed to undertake detailed surveys, investigation and to make detailed designs of these roads and structures and to prepare a detailed project report.(Further it is proposed to use the left carriageway (western side) of the proposed TPP road and the existing NCTPS road for the heavy load movement with the Structures on the way also be strengthened as per the need). Ennore port road also to be designed as per requirement for heavy load movement.
8. GoTN, Industries Department intends to appoint a Consultant for the preparation of Detailed Project Report (DPR) for this project. The objective of the Consultancy Services is to prepare a Detailed Project Report for:

(i) TPP Road:

To suggest modifications in the pavement composition and road structures completed, partly completed or proposed to be constructed to cater to the requirements of Special Transportation Vehicles (STVs) of M/s Toshiba JSW Turbine & Generator (P) Ltd., on the left carriageway, proposed to be used on TPP Road.

(ii) NCTPS Road:

To assess the present condition of the road and suggest improvements to allow passage to STVs of M/s. Toshiba JSW Turbine & Generator (P) Ltd.

To study the possibility of utilizing the existing structures for transportation of STVs and if found not suitable, to suggest new structures with detailed design and drawings for carrying these STVs with proper connecting roads to the same

(iii) Ennore Port Road:

To assess the present condition of the road and suggest improvements to allow passage to STVs of M/s. Toshiba JSW Turbine & Generator (P) Ltd.

To study the possibility of utilizing the existing structures for transportation of STVs and if found not suitable, to suggest new structures with detailed design and drawings for carrying these STVs with proper connecting roads to the same

There are a number of bridges on this route. The roads and bridges are to be examined for movement of STV and designed accordingly.

To map the utilities lying on the full stretch of the road and to suggest the location where these utilities are to be shifted if necessary, along with detailed cost estimate for the same

9. The interested Consultancy firms may obtain the RFP from TNRDC office at the address given below from 31.10..2011 to 08.11.2011 on all working days between 10:00 hrs and 17:00 hrs IST by payment of non-refundable Demand Draft amounting to **Rs. 10,000/- (Rupees Ten Thousand Only)** as the RFP Document cost drawn in favour of “**Tamil Nadu Road Development Company Ltd**” payable at any scheduled bank in Chennai. The RFP document is also available on TNRDC website. The Consultant who downloads the RFP document from the website will also be required to pay the non- refundable RFP Document cost of **Rs. 10,000/- (Rupees Ten Thousand Only)** at the time of the submission of the proposal. Any proposal not accompanied by the acceptable RFP Document cost, shall be rejected By TNRDC as non-responsive Tender. The proposal should be submitted by the consultancy firm in two parts in two separate envelopes and put together in one single outer envelope. The two parts of the proposal are Part 1: Technical Proposal and EMD and Part 2: Financial Proposal. For this proposal, Stage-1 of the Evaluation shall consider the evaluation of the Technical Proposal (i.e. Part 1) .The firms scoring the qualifying mark (minimum 70 marks) as mentioned in RFP shall be considered for further evaluation. The financial proposal of only those firms, who score qualifying marks in the Technical proposal

would be opened and evaluated. The firms will be ranked on the basis of lowest amount quoted by them in Appendix C-1, C-2 & C-3. The firm quoting the least amount may be invited by TNRDC for negotiation.

10. The total time period for the assignment as Consultant will be four months.
11. TNRDC will not be responsible for any delay, loss or non-receipt of RFP document sent by post/ courier. Further, TNRDC shall not be responsible for any delay in receiving the Proposal and reserves the right to accept/reject any or all applications without assigning any reason thereof.
12. The two parts of the Proposal (Technical proposal and Financial proposal) must be submitted in a hard bound form (hard bound implies binding between two covers by stitching or otherwise whereby it may not be possible to replace any paper without disturbing the documents. **Spiral bound form, loose form, etc, will not be accepted**) with all pages numbered serially, along with an index of submission. All figures quoted in the Financial Proposal should be covered with a transparent adhesive tape. In the event, any of the instructions mentioned herein have not been adhered to, TNRDC may reject the Proposal.
13. RFP submission must be received not later than 15:00 hrs on 09.11.2011, in the manner specified in the RFP document at the address given below:-

General Manager - Projects
Tamil Nadu Road Development Company Ltd.,
Regd Office:
Sindur Panthion Plaza, 2nd Floor,
No:346, Pantheon Road, Egmore
Chennai – 600 008, Tamil Nadu, India
Phone: 91-44-2819 4800 / 4900
Fax: 91-44-2819 5800
Email : tenders@tnrdc.com

14. Throughout this RFP Document, the term 'Employer', 'Client', 'GoTN, Industries Department', 'TNRDC' and their derivatives are synonyms and shall carry same meaning, unless otherwise specified.

General Manager - Projects
Tamil Nadu Road Development Company Ltd
Chennai – 600 008

SECTION 2

LETTER OF INVITATION TO CONSULTANTS

1 INTRODUCTION

- 1.1 Tamil Nadu Road Development Company Limited, (TNRDC) invites proposals for engaging a Consultant for “ Consultancy Services for the Preparation of Detailed Project Report for Improvements to Thiruvottiyur – Ponneri – Panchetti (TPP) Road, North Chennai Thermal Power Station (NCTPS) Road, and Ennore Port Road for the Movement of 575MT Special Transport Vehicle (STV) –in Chennai, Tamilnadu” required for the assignment named in this Letter of Invitation. This proposal could form the basis for future negotiations and ultimately a contract between the selected firm and the Industries Department, GoTN/TNRDC.
- 1.2 A brief description of the assignment and its objectives are given in the Terms of Reference (ToR).
- 1.3 The assignment shall be implemented as per the terms and conditions stipulated in the RFP, ToR, conditions of contract and related documents.
- 1.4 To obtain first hand information on the assignment and on the local conditions, Bidders are encouraged to pay a visit to TNRDC before submitting a proposal and attend a Pre Bid Meeting as specified in the data sheet. The bidder or his official representative is invited to attend a Pre Bid meeting which will take place at the Employer’s address on the date specified in Data Sheet and the minutes of the meeting will be conveyed to the bidders and will be uploaded in web Site. The minutes of the Pre Bid Meeting also forms part of this RFP Document. The Consultant must be informed themselves of local conditions and take them into account in preparing the proposal.
- 1.5 Please note that, (i) the costs of preparing the proposal and negotiating for the contract, including a visit to site, are not reimbursable as a direct cost of assignment and (ii) TNRDC is not bound to accept any of the proposals received by it and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Consultants.
- 1.6 Consultant has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the GoTN, Industries Department / TNRDC, which may reasonably be perceived as having this effect. Failure to disclose the said situations may lead to the disqualification of the Consultant or the termination of its Contract.

- 1.7 It is the GoTN, Industries Department's policy that the consultants observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the GoTN, Industries Department:
- (a) Defines, for the purpose of this paragraph, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
 - (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
 - (iii) "collusive practices" means a scheme of arrangement between two or more consultants with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
 - (iv) "Coercive practices" means to harm or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
 - (b) Will reject a proposal for award, if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
 - (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and
 - (d) Will have the right to require that, a provision be included requiring consultants to permit TNRDC to inspect their accounts and records relating to the performance of the contract and to have them audited by authorized representatives of TNRDC.
- 1.8 Consultants, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.
- 1.9 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, in the Financial Proposal.
- 1.10 The Data Sheet indicates how long The Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of

Professional staff nominated in the Proposal. TNRDC will make its best effort to complete negotiations within this period. Should the need arise; however, TNRDC may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals, without forfeiture of EMD.

2. CLARIFICATIONS AND AMENDMENT OF RFP DOCUMENTS

- 2.1 The interested Bidders may request a clarification on any of the RFP documents up to 48 hrs before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, facsimile, or electronic mail to TNRDC's address indicated in the Data Sheet. TNRDC will respond by paper mail, facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all interested Bidders who intend to submit proposals.
- 2.2 At any time before the submission of Proposals, TNRDC may for any reason, whether at its own initiative or in response to a clarification requested by a Consulting firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addendum. Addendum may be sent by mail, facsimile or electronic mail to interested Bidders or/and will be hosted on TNRDC website which will be binding on them and shall form part of this RFP document. It is the bidders (those who download from the website) responsibility to keep track of the website specified in the NIT for any addendum. The addendum of the bidding document will not be notified in the newspaper. Prospective bidders shall acknowledge receipt of each addendum by mail, facsimile or electronic mail to the Employer. TNRDC may at its discretion extend the deadline for the submission of Proposals.

3. PREPARATION OF PROPOSAL

- 3.1 Bidders are requested to submit their proposal in Two Parts using, (but not limited to) the formats enclosed herewith (refer section 3, 4 and 5) in 2 separate envelopes and put together in one single outer envelope. The two parts shall be:

- Part 1: Technical Proposal and**
- Part 2: Financial Proposal**

The proposal shall be written in the English language as specified in the Data Sheet. The 'ORIGINAL' proposal shall be submitted by the Managing Director/ Head of the eligible consultancy firm. The Managing Director/Head of the eligible consultancy firm shall

sign Appendix B-1 (Technical proposal submission form) and Appendix C-1 (Financial proposal submission form) or it shall be signed by an authorized representative holding proper Power of Attorney and the rest of the pages of the Technical and Financial Proposal may be signed either by the Managing Director/Head of the eligible consultancy firm or by an authorized representative holding proper Power of Attorney. The original Power of Attorney shall be executed by Managing Director/ Head of firm duly notarized and submitted with the proposal. In subsequent stages, any relevant submission by authorized representative shall be accepted.

3.1.1 Any entity which has been debarred, blacklisted by, GoTN Industries Department, TNRDC, Govt of Tamil Nadu, any other State Government and their agencies and Central Government and their agencies and where the bar subsists as on the Proposal Due Date would not be eligible to submit the Proposal

3.1.2 Proposal Preparation Cost

The Bidder shall be responsible for all costs associated with the preparation of its Proposal and its participation in the bidding process. TNRDC/GoTN, Industries Department will not be responsible nor in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

3.1.3 Earnest Money Deposit (EMD)

The proposals duly filled in the required format must reach the Corporate Office of TNRDC, Egmore, Chennai – 600 008 on or before 15:00 hrs on 09.11.2011 along with EMD/ Bid Security for an amount of **Rs.50, 000/- (Rupees Fifty Thousand Only)** in any one of the following forms:-

- (i) Demand Draft drawn in favour of Tamil Nadu Road Development Company Ltd. (TNRDC)
- (ii) Bank Guarantee from any Nationalised Indian Bank / Scheduled Bank as per the format given in the Bid document (Appendix B – 8)

The Bank Guarantees issued as surety for the bid shall be valid for (60) Sixty days beyond the validity of the bid. Earnest Money Deposit (EMD) should be in the Technical Proposal cover.

3.1.3 Any bid not accompanied by the acceptable EMD shall be rejected By TNRDC as non-responsive Tender.

Part 1: Technical Proposal

- 3.2 The bidder is expected to examine all terms and conditions included in the documents. Failure to act or to provide all requested information will be at his own risk and may result in rejection of his proposal.
- 3.3 During preparation of the Technical proposal the bidder may give particular attention to the following:
- i. The estimated man-months for the assignment which shall be the minimum as stated in the Terms of Reference for your information. The proposal shall however be evaluated on the number of professional staff months estimated by the firm.
 - ii. For the purpose of interpretation, any ambiguity between Technical & Financial Bid, the details given in the later shall prevail and binding upon for arriving decision. The interested Bidders should prefer to field as many of their permanent staff as possible and marks shall be given in this regard. The permanent staff would be considered those already employed with the firm prior to the month during which this Tender Notice is issued. Please enclose evidence (e.g: Pay roll, Auditor's Certificate) in this regard.
 - iii. No alternative to key professional staff may be proposed and only one Curriculum Vitae (CV) may be submitted for each position, and in the event of default, both the CVs shall be rejected.
 - iv. A good working knowledge of the language specified in the data sheet is essential for key professional staff on this assignment. Reports must be in the language (s) specified in the data sheet.
 - v. Higher weight age shall be given to the Permanent Employees of the firm proposed for assignment"
 - vi. The staff proposed to be engaged for the period of two months and above should not be engaged for any other assignment. If this violation is detected, the concerned Staff will be disqualified and remuneration of such persons will be withheld.
 - vii. The age limit for key personnel is 65 years as on the date of bid submission. The proof of age and qualification of the key personnel must be furnished in the technical proposal.
- 3.4 Technical Proposal must provide the following information, using but not limited to the formats attached in the Section 3 & 4.
- i. A brief description of the firm's organisation and an outline of recent experience of the Consultants and, on assignments of a similar nature covering 6 / 4 Lane

Highway Project. The information which shall be provided on each assignment should indicate, inter-alia, the profiles of the staff provided, duration, contract amount and firm's involvement.

- ii. Any comments or suggestions on the ToR and a description of the methodology (work plan) which the firm proposes to execute the services, illustrated with bar charts of Activities.
- iii. The composition of the proposed staff team, the tasks which shall be assigned to each and their timing;
- iv. **CVs signed not earlier than a month time, in blue ink** on each page by both the proposed professional staff and the Managing Director/Head of the bidding firms or the authorized representative. Key information should include years with the firm and degree of responsibility held in various assignments. As far as possible, all the 6 CVs which are to be evaluated should be completed in all respects including signing by the concerned individual key personnel.
- v. Estimates of the total time effort (person x months) to be provided for the services, supported by bar chart diagrams showing the time proposed (person x months) for each Professional staff and sub professional staff.
- vi. EMD as per the details given in Para. No. 3.1.3 of Section 2 of RFP Document.
- vii. Any additional information.
- viii. **Joint venture proposals will not be entertained. However,** In case the firm is claiming experience for a project which is completed as Joint Venture, 75% credit shall be considered if it was the Lead Partner and 50% experience shall be considered if it is Joint Venture minor partner.

3.5 The technical proposal must not include any financial information.

Part 2: Financial Proposal

3.6 Financial Proposal must be prepared using the formats attached in Section 5.

3.7 The Financial Proposal should clearly mention the Total cost including overheads, fees, profit, all taxes and duties (except Service Tax) levies

3.8 Consultants shall express the price for their services in Indian Rupees Only.

3.9 Deleted

- 3.10 Service tax as applicable shall be reimbursed to the consultant, upon production of documentary proof of remittance

4. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

- 4.1 The 'ORIGINAL' proposal shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposals.
- 4.2 All pages of the 'ORIGINAL' Proposal shall be signed by the eligible authority as Specified in Para 3.1 of LOI given above.
- 4.3 Consultant must submit one 'ORIGINAL' proposal only. The financial proposal shall be sealed separately and duly marked on the envelope containing it showing the name of the project, the envelope must be clearly marked.

“DO NOT OPEN, EXCEPT IN THE PRESENCE OF THE TENDER SCRUTINY COMMITTEE”

- 4.4 This outer envelope shall include two separate envelopes, each clearly marked as “Part 1: Technical Proposal” or “Part 2: Financial Proposal”.
- 4.5 The proposal must be submitted in a hard bound form (hard bound implies binding between two covers by stitching or otherwise whereby it may not be possible to replace any paper without disturbing the document - spiral bound form, loose form, etc. will be not accepted) with all pages numbered serially, along with an index of submissions. All figures quoted in the financial Proposal should be covered with a transparent adhesive tape.
- 4.6 The completed proposal must be delivered on or before the time and date stated in the data sheet

5 PROPOSAL EVALUATION

- 5.1 A two -stage procedure shall be adopted in evaluating the proposals:

Technical Proposal

- 5.2 The Evaluation Committee appointed by TNRDC shall carry out its evaluation applying the evaluation criteria and point system specified in the data sheet. Each

responsive proposal shall be attributed a technical score. The technical proposal should score at least 70 Marks to be considered responsive for Financial evaluation.

Financial Proposal

- 5.3 After the evaluation of Technical Proposals is completed. TNRDC may notify those Consultants whose proposals were not considered as per conditions of RFP indicating that their Financial Proposal will be returned “unopened” along with the EMD. TNRDC shall simultaneously notify the Technically qualified Consultants indicating the date and time set for opening of the Financial Proposals.
- 5.4 The Financial Proposals shall be opened in the presence of the Consultants’ representatives who choose to attend. The name of the Consultant, the technical scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. TNRDC shall prepare minutes of the opening. TNRDC shall not have any obligation to demonstrate to anybody how the Technical Evaluation process is carried out.
- 5.5 The Evaluation Committee will determine whether the submitted Financial Proposals are complete i.e. whether they have included cost of all items of the corresponding proposals; if not, then the cost towards such missing items will be considered as NIL, but the Consultant shall, however, be required to carry out such obligations without any additional compensation. In case under such circumstances, if TNRDC feels that the work cannot be carried out within the overall cost as per the submitted financial proposal, such proposals shall be considered non responsive.

6 NEGOTIATIONS

- 6.1 Prior to the expiration period of validity of proposal, TNRDC shall notify the successful firm who submitted the lowest bid in writing by registered letter or facsimile or electronic mail and may either issue Letter of Award (LOA) if negotiations are not required or may invite it to negotiate the contract price. In case two or more firms evaluated to be the lowest, the firm achieving the highest Technical score shall be invited first for negotiations.
- 6.2 Negotiations shall commence with a discussion of lowest bidder, the proposed methodology (work plan), staffing and any suggestions they may have made to improve the ToR. Agreement must then be reached on the final ToR, the staffing and bar charts, which shall indicate activities, staff, periods in the field and in the office, staff months, logistics and reporting. Special attention shall be paid to optimize the required outputs from the firm within the available budget and to define clearly the inputs required from the Employer to ensure satisfactory implementation of the assignment.
- 6.3 It is the responsibility of the Consultant, (before starting the financial negotiations) to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if

any) of the firm's tax liability in the country, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services.

- 6.4 Changes agreed upon shall then be reflected in the financial proposal, using quoted unit rates.
- 6.5 Having selected a firm, among other things, on the basis of an evaluation of proposed key professional staff, TNRDC expects to negotiate, a contract on the basis of the staff named in the proposal and, prior to contract negotiations, will require assurance that this staff shall be actually available. TNRDC shall not consider substitutions during contract negotiations except in cases of unexpected delays in the starting date or incapacity of key professional staff for reasons of health.
- 6.6 The negotiations shall be concluded with a review of the draft form of Contract. The Employer and the firm will finalise the contract to conclude negotiations.

7 AWARD OF CONTRACT

- 7.1 After completion of negotiations with the consultants, the Client shall award the Contract to the selected Consultant.
- 7.2 Within (7) Seven days from the date of issue of the LOA(Letter Of Award), the successful bidder shall accept the LOA and return the same to TNRDC along with valid performance security for a value of 5% of the contract value
- 7.3 Deleted
- 7.4 The successful bidder shall execute the Consultancy Agreement within fifteen(15) Days of Acceptance of LOA
- 7.5 Commencement of Assignment: The firm shall begin carrying out the services from the date to be intimated by TNRDC

General Manager- Projects
Tamil Nadu Road Development Company Ltd

DATA SHEET
(As Mentioned in Information to Consultants)

Sub clause No. in Letter of Invitation to consultants

1.4 Pre-Bid Conference shall be held at: TNRDC Corporate Office on 03.11.2011 at 15:30 hrs.

1.10 The proposal shall be valid for 90 days after the last date of submission.

2.1 Clarification may be requested up to 48 hrs prior to Date and Time fixed for receipt of bids. Bidders wanting to have their queries answered in Pre-Bid Conference should send their queries minimum 24 hours prior to Pre-Bid Conference. The address for requesting clarification is:

General Manager - Projects
Tamil Nadu Road Development Company Ltd
Regd Office:
Sindur Panthion Plaza, 2nd Floor,
No:346, Pantheon Road, Egmore
Chennai – 600 008, Tamil Nadu, India
Phone: 91-44-2819 4800 / 4900
Fax: 91-44-2819 5800
Email: tenders@tnrdc.com
Web site: www.tnrdc.com

3.1 The Language of the documents and correspondences will be English.

3.7 GoTN, Industries Department/TNRDC shall reimburse only service tax. Consultant has to assess all other taxes and should inbuilt them in their financial proposal. These taxes (other than service tax) should not be provided separately. Consultants are requested to consult Tax Consultants for details.

3.8 The Consultants should state the cost in INR Only

4.6 The time and date of submission: 15:00 hrs on 09.11.2011. The Technical Bid will be opened on the same day at 15:30 hrs, in TNRDC Corporate Office.

5.2 The points assigned to Technical Evaluation criteria are enclosed as Appendix to this Data Sheet

Sl.No	Description	Marks
A	Relevant experience for the assignment	20
B	The quality of methodology and work plan proposed	10
C	Qualifications and competence of the key staff for the assignment	70
	Total	100

Appendix to Data Sheet

(A) Relevant Experience of the firm for the assignment

SI No	Description of Item	Score		Minimum Qualifying Marks	Remarks
1	Year of Establishment of the Firm	10 years and above	3	2.0	
		5 years and above	2.5		
		3 years and above	2		
		Max Marks	3		
2	Average Annual Turnover (Last 3 years) from Consultancy Business	More than 10 Crores	3	2.0	
		5 to 10 Crores	2.5		
		2.5 to 5 Crores	2		
		Max Marks	3		
3	Experience as Detailed Engineering Design / DPR Consultant in Highway Projects (6 (or) 4 Laning) with minimum 20 Km length during last 10 Financial years starting from FY1999-2000	5 or more Projects	10	7	
		4 Projects	9		
		3 Projects	8		
		2 Projects	7		
		Max Marks	10		

4	Experience related to Major Structures in DPR / Detailed Engineering Design (Major Structures are those having length of more than 500 meter)	More than or equal to 4 Projects	4	3	
		3 Projects	3.50		
		2 Projects	3		
		Max Marks	4		

(B) The Quality of Methodology and Work Plan proposed

SI No	Description of Item	Score	Minimum Qualifying Marks	Remarks	
1	Quality of Approach and Methodology	Understanding of the project, issues and proposed approach to solve them	2	3	
		Approach for investigation, surveys, design and authentication of drawings	2		
		Proposed plan for strengthening of corridor, utility shifting method based on cost effective approach	2		
		Max Marks	6		
2	Comments and Suggestion on ToR	Max Marks	2	1	
3	Work Programme and Manning Schedule	Optimization of manning schedule with respect to time and cost	1	1	
		Proposed work plan	1		
		Max Marks	2		

(C) Qualification and Competence of the key Staff for the assignment

(C) Qualification and Competence of the key Staff for the assignment					
SI No	Description of Item	Score	Minimum Qualifying Marks	Remarks	
1	Team Leader Cum Senior Highway Engineer	a) Educational Qualification:-		15	
		Post Graduation in Highway / Transportation Engineering	4		
		Mere Graduation in Civil Engineering	3		
		b) Professional Experience in Project Preparation and Construction Supervision / Execution:-			
		More than 20 years	5		
		More than 15 years	4		
		c)Involved in Four laning / Six laning Highway Projects of value more than Rs.150 crore or length greater than 20 Km			
		More than or equal to 4 Projects	8		
		More than or equal to 7 Projects	9		
		More than or equal to 10 Projects	10		
		Additional mark in the case of permanent employee of the firm, satisfying the criteria under Para No.3.3 (ii) of Section - 2	1		
		Max Marks	20		
2	Senior Bridge Design Engineer	a) Educational Qualification:-		8	
		Post - Graduation in Structural Engineering	4		
		b) Professional Experience in Bridge Designing			
		More than 20 years	3		
		More than 15 years	2		
		c) Involvement in Design of bridges of 200 m length and above	2		
		Additional mark in the case of permanent employee of the firm, satisfying the criteria under Para No.3.3 (ii) of Section - 2	1		
		Max Marks	10		

3	Survey Engineer	a) Educational Qualification:-		7 (If the Candidate is a Diploma in Civil / Survey Engineering, the candidate should have minimum experience of 10 years)	
		Post Graduation in Survey Engineering	5		
		Mere Graduation in Civil Engineering	4		
		b) Experience in Survey works in Four laning / Six laning Projects			
		10 years and above	4		
		5 years and above	3		
		Additional mark in the case of permanent employee of the firm, satisfying the criteria under Para No.3.3 (ii) of Section - 2	1		
		Max Marks	10		
4	Senior Pavement Specialist cum Geo Technical Expert	a) Educational Qualification:-		7	
		Post Graduation in Highway / Transportation / Geo-Technical (Soil Mechanism) Engineering	4		
		Mere Graduation in Civil Engineering	3		
		b) Professional experience as Pavement / Geo-Technical / Foundation Engineer in Highway Projects			
		More than or equal to 15 Years	4		
		More than or equal to 10 Years	3		
		c) Involvement in atleast 2 major highway projects in similar capacity	1		
		Additional mark in the case of permanent employee of the firm, satisfying the criteria under Para No.3.3 (ii) of Section - 2	1		
Max Marks	10				

5	Quantity Survey Engineer	a) Educational Qualification:-		7	
		Post Graduation in Civil / Highway Engineering	4		
		Mere Graduation in Civil Engineering	3		
		b) Professional experience in similar capacity in 2 Highway Projects			
		More than or equal to 10 Years	5		
		More than or equal to 5 Years	4		
		Additional mark in the case of permanent employee of the firm, satisfying the criteria under Para No.3.3 (ii) of Section – 2	1		
		Max Marks	10		
6	Highway Design Engineer	a) Educational Qualification:-		7	
		Post Graduation in Highway or Transportation Engineering	4		
		Mere Graduation in Civil Engineering	3		
		b) Professional experience in similar capacity in Highway Project			
		More than or equal to 10 Years	4		
		More than or equal to 5 Years	3		
		c) Involvement in atleast 2 major highway projects in similar capacity	1		
		Additional mark in the case of permanent employee of the firm, satisfying the criteria under Para No.3.3 (ii) of Section - 2	1		
		Max Marks	10		

SL. No	Description	Marks
1	Maximum Marks	100
2	Minimum Marks for getting Technically qualified	70

7.5 Commencement of Assignment: The firm shall begin carrying out the services from the date to be intimated by TNRDC

**SECTION 3
 FORMATS FOR SUBMISSION OF FIRMS CREDENTIALS**

The proposal should contain the following information in enclosed format attached in **Appendix A.**

Year of Establishment of Firm

Average annual turnover (last three financial years) from Consultancy Services.

S.No.	Particulars	2010-11	2009-10	2008-09
I	Annual turnover from Consulting Services			

APPENDIX A

The following information related to the firm should be provided in the proposal.

- i. Name of the work: Consultancy Services for the Preparation of Detailed Project Report for Improvements to Thiruvottiyur – Ponneri – Panchetti (TPP) Road, North Chennai Thermal Power Station (NCTPS) Road, and Ennore Port Road for the Movement of 575MT Special Transport Vehicle (STV) –in Chennai, Tamilnadu.
- ii. Year of establishment of firm *

Consultant	Year of Establishment	Country	Type of Organization			
			Individual	Partnership	Corporation	Other
Individual						

NOTE:-

*Copy of Certificate of incorporation shall be submitted.

- iii. Office/Business Address/Telephone nos. /Cable Address.
- iv. Narrative description of firm (Not more than 2 sheets)
- v. Name of two (2) principals who may be contacted with title and telephone number/fax number.
- vi. Financial Statement of the last three years. **

S.No.	Particulars	2010-11	2009-10	2008-09
I	Annual turnover from Consulting business			
li	Total Assets			
lii	Current Assets			

- a) The amount shall be stated in INR.
- b) Audited balance Sheet/ Auditor Certificate of last 3 years (2008-09, 2009-10 & 2010-11) shall be submitted as evidence of Annual Turnover.

vii. Experience as DPR Consultant of (4 / 6 Laning) Highway projects (Minimum 20 km length) during last 10 years. * * *

S. No	Projects Name / Year	Type of Services	Description of Highway Project/ Length (Kms)	Client (with complete address contact person, telephone Nos. and Fax Nos.)	Fee in INR (Applicant's share in case of Joint Venture)	Approx. cost of Highway Project	Period
1	2	3	4	5	6	7	8
A. Completed / Substantially completed projects:							
1.							
2.							

viii) Experience related to major structures in DPR/Detailed Engineering Design (major structures are those having length more than 500 m) during last 10 years. * * *

S. No	Projects Name / Year	Type of Services	Description of structures/ Length (m)	Client (with complete address contact person, telephone Nos. and Fax Nos.)	Fee in INR (Applicant's share in case of Joint Venture)	Approx. cost of structure	Period
1	2	3	4	5	6	7	8
A. Completed / Substantially completed projects:							
1.							
2.							

- *** a) Only those projects, to be included in the table which are Highways Projects and for which clients certificates from the concerned authorities are enclosed with the proposal.

- b) The details of bridges having length more than 500m in the listed projects is to be specifically mentioned.

- c) **Joint venture proposals will not be entertained. However,** In case the firm is claiming experience for a project which is completed as Joint Venture, 75% credit shall be considered if it was the Lead Partner and 50% experience shall be considered if it is Joint Venture minor partner.

SECTION 4

FORMAT FOR SUBMISSION OF TECHNICAL PROPOSAL

Appendix B-1	Technical proposal submission form.
Appendix B-2	Firm's comments and suggestions on the Terms of Reference and on data, services, and facilities to be provided by the GoTN, Industries Department/TNRDC
Appendix B-3	Approach paper on methodology and work plan for performing the assignment.
Appendix B-4	Composition of the Team and Task(s) of each Team Partner
Appendix B-5	Curriculum vitae of proposed Professional staff.
Appendix B-6	Time schedule for deployment of Professional staff
Appendix B-7	Activity (works) schedule.
Appendix B-8	Format for Bid Security

APPENDIX B-1

Technical proposal submission form:-

FROM (Name of Firm)

TO: (Name and Address of Client)

**General Manager - Projects
Tamil Nadu Road Development Company Ltd
Regd Office:
Sindur Panthion Plaza, 2nd Floor,
No:346, Pantheon Road, Egmore
Chennai – 600 008, Tamil Nadu, India**

Ladies/Gentlemen:

Subject: Submission of Technical and Financial Proposal for the work of “**Consultancy Services for the Preparation of Detailed Project Report for Improvements to Thiruvottiyur – Ponneri – Panchetti (TPP) Road, North Chennai Thermal Power Station (NCTPS) Road, and Ennore Port Road for the Movement of 575MT Special Transport Vehicle (STV) –in Chennai, Tamilnadu**”.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated (Date), We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal sealed in two separate envelope for the above mentioned work.

If negotiations are held during the period of validity of the Proposal i.e. before (Date) we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

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

We remain,

Yours sincerely,

Managing Director/Head of the firm
Name of the firm
Address

APPENDIX B-2 :

**COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE
AND ON SERVICES AND FACILITIES TO BE PROVIDED BY THE EMPLOYER**

On the Terms of Reference (not more than one page):

- 1.
- 2.
- 3.
- 4.
-

On the services and facilities to be provided by the Employer (not more than one page)

- 1.
- 2.
- 3.
- 4.
-

APPENDIX B-3:

APPROACH PAPER ON METHODOLOGY AND WORK PLAN FOR PERFORMING THE
ASSIGNMENT

(Not more than six pages)

APPENDIX B-4:

COMPOSITION OF THE TEAM PERSONNEL, AND TASK(S) OF EACH TEAM MEMBER

1. Key Personnel

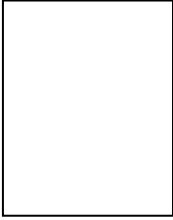
Sl. No.	Name	Position	Task
1			
2			
3			
4			
5			
6			

2. Support Staff - Deleted

APPENDIX B-5:

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position : Photograph
Name of Firm :
Name of Staff :
Profession :
Date of Birth :
Years with Firm/Entity: Nationality:
Membership of Professional Societies:.....
Detailed Task Assigned :



Key Qualifications:

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

Education:

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

Note:-

- a) Personnel is to affix his recent photograph on first page of CV.
- b) Complete address and phone number of the Personnel is to be provided.
- c) Document for proof of age is to be enclosed.
- d) Document for proof of qualification is to be enclosed.
- e) Age of the personnel shall not be more than 65 years.

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, name of employing organisations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about three-quarters of a page.]

Languages:

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

Certification by the Candidate

I, the undersigned, (Name and Address) certify that I have not left any assignment with the consultants engaged by GoTN, Industries Department/TNRDC for any continuing work of GoTN, Industries Department/TNRDC without completing my assignment. I will be available for the entire duration of the current project (DPR Consultancy services for TPP Road, NCTPS Road & Ennore Port Road). if I leave this assignment in the middle of the completion of the work, GoTN, Industries Department/TNRDC would be at liberty to debar me from taking any assignment in any of the GoTN, Industries Department/TNRDC works for an appropriate period of time to be decided by GoTN, Industries Department/TNRDC. I have no objection if my services are extended by GoTN, Industries Department/TNRDC for this work in future.

.....

Date :
(Day/Month/Year)

Certification by the firm

The undersigned on behalf of -----(name of consulting firm) certify that Shri ----- (name of the proposed personnel and address) to the best of our knowledge has not left his assignment with any other consulting firm engaged by GoTN, Industries Department/TNRDC for the ongoing projects. We understand that if the information about leaving the past assignment is known to GoTN, Industries Department/TNRDC, GoTN, Industries Department/TNRDC would be at liberty to remove the personnel from the present assignment and debar him for an appropriate period to be decided by GoTN, Industries Department/TNRDC.

.....

Date :
(Day/Month/Year)

[Signature of staff member or authorised representative of the Firm]

APPENDIX B-6:

TIME SCHEDULE FOR DEPLOYMENT OF PROFESSIONAL STAFF

A. Manning Schedule

Sl. No	Name	Position	Week wise Program (in form of Bar Chart)												Number of Week
			1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th week	
1															Subtotal (1)
2															Subtotal (2)
3															Subtotal (3)
4															Subtotal (4)
-															-
-															-

APPENDIX B-7:

ACTIVITY (WORKS) SCHEDULE

A. Activity Schedule

		Week wise Program (in form of Bar Chart)											
Sl. No.	Item of Activity (Works)	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th
1												
2												
3												
4												
-												
-												

B. Completion and submission of Reports

SI No:	Reports	Programme : (Date)
1	Inception Report	
2	Preliminary Report	
3	Draft DPR	
4	Final DPR	

APPENDIX B- 8:

FORMAT FOR BID SECURITY

BID SECURITY

(To be issued by a Bank, as defined in this RFP)

To

**Tamil Nadu Road Development Company Ltd.,
Sindhur Panthion Plaza, 2nd Floor, 346, Pantheon road,
Egmore, Chennai – 600 008**

1. In consideration of Tamil Nadu Road Development Company Ltd (hereinafter called “TNRDC” which expression shall include any entity which TNRDC may designate for the purpose) acting on behalf of Government of Tamil Nadu, Industries Department (hereinafter called GoTN, Industries Department) having agreed, inter alia, to consider the bid of [*****] (hereinafter referred to the “Bidder” which expression shall include their respective successors and assigns) which will be furnished in accordance with the terms of the Request for Proposals for the DPR Consultancy services (hereinafter called the “RFP”) in lieu of the Bidder being required to furnish EMD/Bid Security, we [*****] [name of the Bank and address of the issuing branch], hereinafter called the “Bank” which expression shall include our successors and assigns, as to bind ourselves our successors and assigns do at the instance of the Bidder hereby unconditionally and irrevocably undertake to pay as primary obligor and not as surety only to TNRDC without any demur protest or demand and without any proof or condition the sum of Rs. 50,000/- (Rupees Fifty Thousand only) as EMD/Bid Security.
2. We, the Bank, do hereby unconditionally and irrevocably undertake to pay forthwith the amounts due and payable under this Guarantee without demur and on first demand and without any delay merely on a written demand from TNRDC or under the hand of any of the employee of TNRDC or any other person or entity duly authorised by TNRDC in this regard, stating that the amount claimed is due by reason of the occurrence of any of the events referred to in the RFP. Any such demand made on the Bank by TNRDC under the hand of any of the employee of TNRDC or any other person or entity duly authorised by TNRDC in this regard shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, the Bank’s liability under ‘this Guarantee shall be restricted to an amount not exceeding Rs 50,000/- (Rupees Fifty Thousand Only). This Guarantee will remain in force for the period specified in paragraph 4 below and unless a demand or claim in writing is made by TNRDC on the Bank under this Guarantee, not later than 6 (six) months from the date of expiry of this Guarantee, all rights of TNRDC under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

3. We, the Bank unconditionally undertake to pay to TNRDC any money so demanded under this Guarantee notwithstanding any dispute or disputes raised by the Bidder or any other party including in any suit or proceeding pending before any court or tribunal relating thereto or any instructions or purported instructions by the Bidder or any other party to the Bank not to pay or for any cause to withhold or defer payment to TNRDC under this Guarantee. The Bank's liability under this Guarantee is irrevocable, unconditional, absolute and unequivocal. The payment so made by the Bank under this Guarantee shall be a valid discharge of the bank's liability for payment hereunder and the Bidder shall have no claim against the Bank for making such payment.
4. We, the Bank further agree that the Guarantee herein contained shall remain in full force and effect upto and until 17:00 hours on the date which falls Sixty (60) days beyond the Proposal Validity period i.e.(hereinafter called "the End Date"). Unless a demand or claim under this Guarantee is made on the Bank by TNRDC or under the hand of any of the employee of TNRDC or any other person or entity duly authorised by TNRDC in this regard, in writing on or before the said End Date, the Bank shall be discharged from all liability under this Guarantee thereafter.
5. We hereby agree to renew and extend the validity of this guarantee for a period not exceeding one year from the End Date on a request made by TNRDC or under the hand of any of the employee of TNRDC or any other person or entity duly authorised by TNRDC in this regard
6. We, the Bank further agree with TNRDC that TNRDC shall have the fullest liberty without the Bank's consent and without affecting in any manner the Bank's obligation hereunder to vary any of the terms and conditions of the RFP or to extend or postpone the time of performance by the Bidder or any other party from time to time or postpone for any time or from time or postpone for any time or from time to time any of the powers exercisable by TNRDC against the Bidder or any of them and to enforce or to forbear from enforcing any of the terms and conditions relating to the RFP and the Bank shall not be relieved from it liability by reason or any forbearance act or omission on the part of TNRDC, or any indulgence given by TNRDC to the Bidder or any other party or by any such matter or thing whatsoever which under the law relating to securities would, but for this provision, have the effect of so relieving the Bank.
7. To give full effect to the obligations herein contained, TNRDC shall be entitled to act against the Bank as primary obligor in respect of all claims subject of this Guarantee and it shall not be necessary for TNRDC to proceed against the Bidder or any other party before proceeding against the Bank under this Guarantee and the Guarantee herein contained shall be enforceable against the bank as principal obligor.

8. This Guarantee will not be discharged or affected in any way by the liquidation or winding up or dissolution or change of constitution or insolvency of any individual member of the Bidder or any other party or any change in the legal constitution or insolvency of the Bidder or any other party or any change in the legal constitution of the Bank or TNRDC.
9. We, the bank lastly undertake not to revoke this Guarantee during its currency.
10. Notwithstanding anything contained herein.
 - a) Our liability under the Bank Guarantee shall not exceed Rs 50,000/- (Rupees Fifty Thousand Only)
 - b) The Bank Guarantee shall be valid upto [date], 20--_.
 - c) Unless a demand in writing is made upon us on or before _____, [date] or any other extended date, all our liability under this guarantee shall cease.

IN WITNESS WHEREOF THE BANK HAS SET ITS HANDS HERETO ON THE DAY, MONTH AND YEAR MENTIONED HEREUNDER.

Signed and Delivered

On behalf of(Bank name)

(Signature)

(Date)

by the hand of Mr

(name of authorized signatory)

Designation

Note:

- a) Address of the controlling office of the issuing branch with phone number and fax number to be provided.
- b) Authenticated copy of Letter of Authority authorizing the signatory of this guarantee to execute the same to be enclosed herewith.

SECTION 5

FORMAT FOR SUBMISSION OF FINANCIAL PROPOSAL

Appendix C-1 Financial proposal submission form

Appendix C-2 Summary of costs

Appendix C-3 Breakdown of costs

APPENDIX C-1
FINANCIAL PROPOSAL SUBMISSION FORM

FROM : (Name of Firm)

TO :

General Manager - Projects
Tamil Nadu Road Development Company Ltd
Regd Office:
Sindur Panthion Plaza, 2nd Floor,
No:346, Pantheon Road, Egmore
Chennai – 600 008, Tamil Nadu, India
Phone: 91-44-2819 4800 / 4900
Fax: 91-44-2819 5800
Email : tenders@tnrdc.com
Website: www.tnrdc.com

Subject: Consultancy Services for the Preparation of Detailed Project Report for Improvements to Thiruvottiyur – Ponneri – Panchetti (TPP) Road, North Chennai Thermal Power Station (NCTPS) Road, and Ennore Port Road for the Movement of 575MT Special Transport Vehicle (STV) –in Chennai, Tamilnadu.

We, the undersigned, offer to provide the DPR Consultancy Services for the above Project in accordance with your Request for Proposal dated [Date]. Our attached financial proposal is for a sum of Rs. [Amount in words and figures]. Our financial proposal is inclusive of all applicable taxes except applicable Service Tax, which will be reimbursed by you on production of proof of payment by us.

Our financial proposal shall be binding upon us subject to the modifications, if any resulting from any contract negotiations, up to the expiration of the validity period of the proposal, i.e., [Date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

Commission and gratuities, if any, paid or to be paid by us to agents relating to this proposal and contract execution, if we are awarded the contract, are listed below:

Name and Address of Agents

Amount and Purpose of Currency Gratuity

We understand and hereby confirm that you are not bound to accept any proposal you receive for the above.

We remain,

Yours sincerely,

Managing Director/Head of the firm *

Name of the firm

Address

APPENDIX C-2:
SUMMARY OF COSTS

No.	Description	Amount in Rs.
I	Remuneration for Professional Staff	
II	Provision for Investigations and Engineering Surveys	
III	Provision for Reports, Drawings, Travel, Office equipment, software and other relevant expenses as determined by the Consultant	
	Sub Total	
	Service Tax @ :	
	Grand Total	

Note: Payments will be made as per stipulations of the Conditions of Contract.

**APPENDIX C-3 :
 BREAKDOWN OF COSTS**

I. Remuneration for Professional Staff

No	Position	Name	Rate	No. of man-months	Amount
1	Team Leader cum Senior Highway Engineer			04	
2	Senior Bridge Design Engineer			02	
3	Highway Design Engineer			03	
4	Senior Pavement Specialist –cum- Geo Technical Expert			01	
5	Survey Engineer			02	
6	Quantity Survey Engineer			02	
7	CAD Specialist			02	
8	Environmental Specialist			01	
9	Transport Economist			01	
	Total				

Note : All necessary inputs of manpower such as sub professional staff, field technical staff, office staff other than the above as deemed necessary shall be provided by consultants within the quoted price to ensure that the entire work is completed in accordance with the TOR within stipulated time frame.

II. Provision for Investigations and Engineering Surveys

No	Name of the Work	Unit	Quantity	Rate	Amount
1	Topographic Survey	Km	14.7		
2	Road and Bridge Inventory	Km	14.7		
3	BBD, DCP test for Pavement Evaluation	Km	7.2		
4	Sub grade Investigation	Nos.	15		
5	Traffic Surveys (3 Junctions & 2 mid blocks)	Nos	1		
6	Soil Investigations	-	LS		
7	Utility Mapping	Kms	7.2		
	Total				

Note: Adequacy of Investigations and Engineering /Traffic Surveys required for the work shall be assessed by the Consultants

III. Provision for Reports, Drawings, Travel, Office equipment, software and other relevant expenses as determined by the Consultant

No	Name of the Work	Unit	Quantity	Rate	Amount
1	Provision for Reports, Drawings, Travel, Office equipment, software and other relevant expenses as determined by the Consultant	LS	01		
	Total				

SECTION 6:

TERMS OF REFERENCE

Terms of Reference for “Consultancy Services for the Preparation of Detailed Project Report for Improvements to Thiruvottiyur – Ponneri – Panchetti (TPP) Road, North Chennai Thermal Power Station (NCTPS) Road, and Ennore Port Road for the Movement of 575MT Special Transport Vehicle (STV) –in Chennai, Tamil Nadu

1) Preamble

The GoTN, Industries Department has suggested that a Detailed Project Report (DPR) need to be prepared for TPP Road, NCTPS Road and Ennore Port Road in order to provide connectivity to MIs Toshiba JSW Turbine & Generator (P) Ltd from their proposed facility at km 6/000 on TPP Road to the Ennore Port.

At present, the TPP Road has been taken up for improvements by Chennai Ennore Port Road Connectivity Ltd (Joint Venture of NHAI, Chennai Port, Ennore Port & GoTN).This improvement is being done as per the IRC standards and specifications, but the requirements of M/s. Toshiba JSW Turbine & Generator (P) Ltd are higher than that. NCTPS Road is being maintained by TNEB and it takes off from TPP Road at km 13/500. Ennore port road is owned and being maintained by Ennore Port Ltd. As TNRDC are the Managing Associate for CEPRCL, they were requested by GoTN Industries Department for appointing the Consultants for preparing the DPR.

2) Objective

The objective of the Consultancy services is to prepare a Detailed Project Report for:

i. TPP Road

To suggest modifications in the pavement composition and road structures completed/ partly completed or proposed to be constructed to cater to the requirements of Special Transportation Vehicles (STVs) of M/s Toshiba JSW Turbine & Generator (P) Ltd., on the left carriageway, proposed to be used on TPP Road.

ii. NCTPS Road

- To assess the present condition of the road and suggest improvements to allow passage to STVs of MIs Toshiba JSW Turbine & Generator (P) Ltd.
- To study the possibility of utilizing the existing structures for transportation of STVs and if found not suitable, to suggest new structures with detailed designs, Construction drawings and BOQ for carrying these STVs with proper connecting roads to the same.
- The roads and bridges are to be examined for the movement of STV and designed accordingly.

iii. For Ennore Port Road:

- To assess the present condition of the road and suggest improvements to allow passage to STVs of M/s. Toshiba JSW Turbine & Generator (P) Ltd.
- To study the possibility of utilizing the existing structures for transportation of STVs and if found not suitable, to suggest new structures with detailed designs, Construction drawings and BOQ for carrying these STVs with proper connecting roads to the same.
- There are a number of bridges on this route. The roads and bridges are to be examined for the movement of STV and designed accordingly.

To map the utilities lying on the full stretch of the road and to suggest the location where these utilities are to be shifted if necessary along with detailed cost estimate for the same

3) Detailed Scope of services:

i) Standards and Codes of Practices

All activities related to field studies, design and documentation shall be done as per the latest guidelines / circulars of MORTH and relevant publications of the Indian Roads Congress (IRC) and Bureau of Indian Standards (BIS). For aspects not covered by IRC and BIS, international standard practices, such as British and American Standards may be adopted. The Consultants, upon award of the Contract, may finalise this in consultation with TNRDC and reflect the same in the inception report.

All notations, abbreviations and symbols used in the reports, documents and drawings shall be as per relevant IRC publication.

ii) Quality Assurance Plan (QAP)

The Consultants should have detailed Quality Assurance Plan (QAP) for all field studies including topographic surveys, traffic surveys, engineering surveys and investigations, design, analyses and documentation activities. The draft detailed QAP Document must be discussed and finalized with the concerned TNRDC officers immediately upon the award of the Contract and submitted as part of the inception report.

iii) Review all data and documents

The consultants shall review and collect the available data and information relevant for the study. The consultant shall also summarise the analysis of the collected/available data.

iv) Reconnaissance survey:

The reconnaissance survey shall identify the following features but are not limited to:

- Topographical features of the area

- Typical physical features along the existing alignment within and outside ROW i.e. land use pattern;
- Preliminary identification and measures needed for the cross-roads;
- Traffic pattern and identification of traffic homogenous links;
- Sections through congested areas;
- Inventory of major aspects including land width, terrain, pavement type, carriageway type, bridges and structures (type, size and location), intersections (type, cross-road category, location) urban areas (location, extent), geologically sensitive areas, environmental features, baseline survey,
- Critical areas requiring detailed investigations; and,
- Requirements for carrying out supplementary investigations;
- Soil (textural classifications) and drainage conditions;
- Type and extent of existing utility services along the alignment (within ROW).
- Existing/available right of way and details of encroachment if any.
- Sections which are prone to flooding and sections where road side drainage is inadequate.
- Location of bus/truck lay byes.
- Identify water courses, natural/artificial for disposal and run off from pavement and surrounding catchments area.

The data derived from the reconnaissance surveys shall be utilised for planning and programming the detailed surveys and investigations

The data and information obtained from the reconnaissance surveys should be documented. The data analysis and the recommendations concerning alignment and the field studies should be included in the Inception Report.

The Consultants would be fully responsible for any inaccuracy in surveys.

v) Topographical Surveys

Corridor details like width (Normal, Junctions, Turnings and Approaches to Bridges) and survey details like control points, co-ordinates and bench marks of TPP Road will be provided by TNRDC (hard copy). The data for NCTPS road and Ennore Port road shall be collected by the consultants.

Topographic survey for the entire length of the project road is to be conducted.

Detailed survey of corridor shall be done for sufficient width capturing all features of the road. The detailed field surveys shall be carried out using high precision instruments i.e. total stations. The width of corridors should be increased at junctions, approaches to bridges and at turnings taking into account the turning radius of the transporter vehicle of M/s Toshiba JSW Turbine & Generator (P) Ltd.

The detailed field survey shall essentially include Topographic surveys along ROW, collection of details for all features such as structures (bridges, culverts etc) utilities, trees, buildings etc falling within the extent of survey.

The survey should be with reference to permanent control points and the control points should be indicated in the report /strip map. The location of Permanent bench marks shall be indicated in the Strip map. The Survey shall be carried out as stipulated in the Relevant IRC codes. Normally the surveys should extend a minimum of 30 m beyond either side of the centre line of the proposed divided carriageway or land boundary whichever is more. The width of Survey corridor may be increased around existing roads, Junctions, approaches to bridges. In case of intersecting roads, side streets etc., the survey and levels shall be carried out to a minimum distance of 100m.

Topographic surveys for LS and CS for roads, cross roads, major and minor streams shall be as per recommendations contained in IRC publications.

Survey coordinates and other details required to set out the curves and alignment of bridges should be furnished separately

vi) Inventory and condition survey:

The inventory and condition survey of the Project roads have to be conducted but not limited to

- Terrain, Land-use, Carriageway width, surfacing type, Shoulder surfacing type and width.
- Sub-grade / local soil type
- Horizontal & Vertical Profile
- Road intersection type and details
- Retaining structures and details
- Location of water bodies (rivers, streams), at every occurrence
- Height of embankment or depth of cut
- Land width i.e. ROW;
- Culverts, bridges and other structures (type, size, span arrangement and location); The inventory of bridges, culverts and other structures shall be presented with relevant hydraulic parameters
- Roadside arboriculture;
- Existing utility services on either side within ROW;
- General drainage conditions
- Inventory of all road side facilities

The inventory apart from recording the routine features of the road as mentioned above should have also the details of:

- Existing sign boards and other boards with details of location and condition.
- Water table/HFL/HTL/Depth of submergence.
- Areas subject to chronic flooding and submergence.
- Details of encroachments both within the formation width and the right of way.

- Utility lines, type and location of each utility with chainage details. A separate report for shifting of each utility is to be furnished.

vii) Road condition surveys:-

A Benkelman beam deflection study shall be carried out in accordance with IRC 81-1997. Apart from regular lab tests, special tests as deemed necessary to suggest appropriate crust may also be carried out.

As the road surface has shown signs of distress and deterioration at a few locations, adequate studies shall be made to ascertain the reasons for failure and appropriate rehabilitation measures shall be recommended. It shall cover NCTPS road, Ennore Port Road & left carriageway of TPP road.

viii) Geo-technical/sub-soil exploration and Soil Investigation:

The consultant shall carry out Geo-technical investigations and sub surface explorations for the proposed roads/over bridges / RoB's along high embankments, new bridges / bridges proposed for reconstruction and any other locations as necessary for proper design of the works and conduct all relevant laboratory and field tests on soil and rock samples. The bore should indicate the index properties, SBC and other soil parameters etc required for the design of foundation.

Geo-technical / Sub soil investigations shall be done as per relevant IRC publication.

Trial pits shall be put for a minimum depth of 2.0 m below natural ground level to examine the characteristics of the soil below the existing pavement.

Test pits shall be dug along road sections being taken up for improvement. The distance between pits shall not be more than 2Km. The interval of such pits shall be shorter depending on the distress noticed in pavement and variation in soil strata met with.

Hydraulic Particulars required for the design of structures shall be gathered and shall be as per the requirement of relevant publication of IRC.

The minimum scope of geo-technical investigations for bridge and structures shall be as under:

S.N.	Description	Location of Boring
1.	Over all length = 6 – 30 m	One abutment location
2.	Over all length = 30 – 60 m	One abutment location and at least one intermediate location between abutments for structures having more than one span.
3.	Over all length >60 m	Each abutment and each pier locations.

The deviation(s), if any, by the Consultants from the scheme presented above should be got approved by TNRDC.

Details for structures on TPP road are already available with TNRDC and will be made available to the consultant.

ix) Materials:

The Consultants shall identify source of suitable materials for the works including embankment fill, unbound pavement materials, sand, quarry products and bitumen. It must be ensured that an adequate quantity of materials is available at site and quality is as per MORT&H specifications.

x) Land Acquisition:

In the event of land being required for carrying out improvement/ widening, the extent of land required shall be furnished.

xi) Drainage:

The capacity of existing cross drainages may have to be augmented. Replacement of existing pipe culverts with inadequate cushion may also be required.

The Consultants shall furnish suitable design for Storm Water Drains wherever required.

The method of disposal of storm water shall be clearly spelt out. Hydraulic parameters, L sections of Storm Water Drain indicating invert level of drain and the culverts shall be furnished. Any surplus flow beyond the capacity of road side drains may be carried out by storm water bye passes. Such bye pass canals may be designed and provided for.

The point of disposal of Storm Water shall be identified and suitable lead off channels shall be provided wherever required.

xii) TRAFFIC STUDY

Traffic investigations shall be undertaken by the consultants,

Traffic homogenous sections will have to be identified by the consultants. A minimum of 3 junctions and 2 mid blocks sections shall be selected for conducting the survey

Classified traffic volume count surveys have to be conducted in homogenous sections for a period of 24 hours for seven days including one holiday. The survey data shall be analyzed to bring out the hourly and daily variations.

The vehicle classification system as specified in IRC may be followed.

Traffic studies shall include but not be limited to be following:-

- ❖ The traffic composition and volume counts
- ❖ Collection and evaluation of data on traffic accidents on the project road.

The consultant shall assess the traffic generation / attraction potential on the project road.

The consultant shall make traffic demand estimates taking into account Socio Economic development and land use patterns of the region having impact on traffic growth.

xiii) Road Safety Audit :-

Road safety audit shall be carried out for all the three roads to identify areas of major concern, including black spots, and furnish measures to be taken for improving, detailed engineering design with respect to road safety.

xiv) DETAILED ENGINEERING

The consultants shall carry out detailed Engineering designs for the three roads including drawings for the axle loads specified in Annexure 1 and the design elements shall consist of the following:

- 1) Widening / strengthening the road
- 2) Design of pavement, shoulders, high embankments
- 3) Design of bridges and structures
- 4) Design of road furniture, road safety and traffic control features
- 5) Design for service roads wherever required
- 6) Design of intersections, Toll Plaza, approaches to Toll Plaza
- 7) Design of Toll plaza booths and other structures including toll office and other amenities.
- 8) Parking areas for buses, commercial vehicles and cars.
- 9) Median separator, U turns and other safety factors
- 10) Horizontal and vertical curves
- 11) Provision of bus bays.
- 12) Drainage system
- 13) Arboriculture and Landscaping

The consultants will have to prepare working drawings including structural drawings for all items of work.

A) Widening & strengthening of the road:

- a) Requirement of footpaths, turning lanes, parking lanes, bus bays may also be examined. Actual width of each element should be based on traffic volume and other functional requirements.

The alignment shall be fixed in such a way that there shall be minimum/ no Land Acquisition. The Approval of appropriate authorities on the final configuration to be adopted is to be obtained before proceeding with the preparation of appropriate designs. The requirement of CRZ regulations shall be taken care of, if required.

B) Design of Pavement

- a) The design of pavement shall be based on IRC publication.
- b) The overlay thickness requirements shall be worked out for each road segment homogenous with respect to condition, strength and sub grade characteristics.

C) Design of Embankments

The design of embankment should include requirement for protection works and traffic safety measures.

D) Design of Bridges and Structures

Based on the investigations carried out detailed designs shall be prepared for all components of structures. The design must satisfy the conditions laid in relevant IRC codes and based on sound engineering practices.

- a) The consultant shall prepare GAD of bridges and other structures proposed to be constructed/reconstructed / widened.
- b) The salient features of the structures such as type, proposed span arrangement, (based upon hydraulic and geotechnical studies), cost effectiveness may be furnished in the preliminary proposals for approval by TNRDC.
- c) The existing structures having inadequate cushion shall be widened / reconstructed in part or fully as per latest MORT&H guidelines. The consultant shall furnish detailed design and working drawings for carrying out improvements.
- d) Construction / Reconstruction of structures shall be suggested based on relevant IRC publications.

For bridges in TPP road the condition of the bridges so far constructed shall be taken into account. Since it is for special loading, necessary modification in IRC can be incorporated.

On approval by TNRDC the consultant shall prepare detailed design as per IRC guidelines and furnish "working drawings" for all components. The working drawings should contain all related details.

E) Right of Way Details

- (i) The existing right of way on TPP road is about 45.0 m and details available with TNRDC will be provided to the consultant.
- (ii) The existing right of way on NCTPS road is about 30.0 m. The exact availability of ROW has to be ascertained by the consultant.
- (iii) The existing RoW on the Ennore port Road is about 30.0 m on LHS and 30.0 m on RHS. The exact availability of RoW has to be ascertained by the Consultant.

xv) Rerouting of utility lines

Consultants shall provide a list of utilities to be shifted, (overhead / underground) for execution of the project. Report for shifting/relocating each utility is to be furnished along with detailed cost of shifting as a separate item.

Cross ducts to facilitate running of service lines across the road to preclude cutting open the embankment is to be provided for the entire length of the project.

Concerned service departments/ service providers have to be consulted on this issue. The BoQ for this item shall be included and form part of main report.

xvi) Traffic safety features, Road furniture and Road marking

The consultant shall design suitable traffic safety features and road furniture including traffic signs, marking, overhead sign boards, crash barriers having delineators street lighting etc.

The locations of these features shall be given in the reports and also shown in drawings.

xvii) Toll Plaza

The consultants shall propose suitable toll plaza at appropriate location if necessary based on the consideration of traffic segregation, acceptable queue length and the average waiting time for the vehicle, prepare Layout plan, design of canopy, booth, office and other related amenities shall also be furnished. Requirement of additional land if any shall be furnished.

xviii) Economic and Financial Analysis

Economic and Financial analysis is to be conducted based on the findings of the traffic studies and construction, O&M cost, etc. The analysis is to be carried out based on the relevant codes/guidelines for economic/financial analysis of the project. All the parameters required for the analysis shall be clearly brought out.

Various alternatives for taking up the project shall be clearly indicated based on the analysis. The financial parameters shall be assessed appropriately for the analysis and the financial viability of the project shall be arrived at. Consultant shall also indicate the financing strategy to be adopted for the execution of the project.

The report on Economic and Financial Analysis shall be included specifically in Draft DPR and in Final DPR.

xix) ENVIRONMENTAL AND SOCIAL IMPACT ASSESSMENT

a) Objective

The Consultant shall prepare a detailed Environmental and Social Impact Assessment in accordance with the standards set by the Government of India / Government of TamilNadu / Pollution Control Board etc. The requirement of Coastal Regulation zone shall also be taken cognizance of, if required.

The broad objectives of the study shall be as follows:-

- 1) Assess the impacts on environmental attributes due to proposed improvements and prepare an Environmental Impact Assessment (EIA) Report.
- 2) Preparation of Environmental Mitigation Plan (EMP) recommending measures to minimize the environmental impacts due to the project and to keep unavoidable impacts to permissible levels.
- 3) To prepare cost estimation for implementing the Environmental plan.
- 4) Socio Economic Assessment

b) Scope of Environmental Impact Assessment

The Environmental Impact due to the project, on either side of the road is to be assessed for a 100 m wide Corridor. The broad scope of the study is

- a) To conduct a review of the details available from various Government and private agencies and collect additional data relevant to the study area.
- b) To assess the environmental impact due to construction and operation of the proposed improvement scheme.
- c) To prepare the environmental management plan outlining the measures to improve the environmental quality.
- d) To identify critical environmental attributes that are required to be monitored subsequent to the completion of the project.
- e) Environmental Impact Assessment, Environmental Management Plan and Rehabilitation and Resettlement studies shall be carried out by the consultants based on standards set forth by Government of India / Government of TamilNadu / Pollution Control Board etc for obtaining necessary environmental clearance.

c) Study Approach

The studies may be organized in line with the guidelines stipulated by

- ❖ Ministry of Environment & Forests, Government of India for EIA of Highways projects.
- ❖ Department of Environment & Forests, Government of TamilNadu
- ❖ Central and State Pollution Control Board.

The EIA shall cover the following attributes but shall not be limited only to the issues raised and shall include other issues deemed necessary.

- a) Land use
- b) Air Quality

- c) Noise
- d) Soil Characterizes
- e) Water quality
- f) Geology
- g) Hydrogeology
- h) Hydrology
- i) Ecology
- j) Erosion

d) Construction / Operation phase impacts

Impact during construction shall be thoroughly studied and shall include the following issues.

- a) Impact due to the borrowing of huge quantity of earth for formation of road / embankment
- b) Impact due to the quarrying of sand in the river beds
- c) Impact due to the quarrying of metal
- d) Impact due to the cutting of trees
- e) Impact due to the forming the road over salt pans / back waters that are likely affect the aquatic flora and in turn the fauna.
- f) Impact due to the location and operation of Toll Plaza.
- g) Impact due to construction of additional structures in backwaters / streams etc
- h) Accident hazards and safety issues due to increase in traffic.
- i) Environmental impact due to construction of road side facilities such as Service Stations, Cafeteria and Parking facilities.
- j) Environmental impact due to solid waste like construction debris.

e) Environmental Mitigation Plan (EMP)

The Environmental mitigation measures needed for implementing the mitigation measures and conducting post project monitoring are also to be identified.

f) The Socio Economic Assessment

The Social analysis study shall be carried out. The social analysis report will among other things, provide a socio economic profile of the project area and address in particular poverty alleviation, impact an local population, industry, agriculture, employment, health, education, land acquisition and resettlement.

The consultant shall prepare cost estimation for implementing the Rehabilitation plan.

All data collected by the consultant shall be commensurate with the requirement of various agencies such as MoE&F / GOI / GOTN / Pollution Control Board, including CRZ etc.

The consultant shall undertake any additional work to comply with the requirement of the agencies clearing the project.

Based on the ESIA report submitted along with the DPR, process for getting environmental clearance shall be initiated by the consultants.

Based on the detailed ESIA conducted by the DPR consultants, any modifications/ incorporations that are required to be made in the reports submitted for clearance shall be made and the consultant shall obtain the environmental clearance for execution of the project. The cost associated with getting the clearance shall also be included in the proposal.

xx) OTHER CLEARANCES:

Consultants shall obtain all types of necessary clearances required for implementation of the project on the ground from the concerned agencies like Railways, Inland waterways authority, PWD, TNEB as required. The client shall provide the necessary supporting letters to the concerned departments from whom the necessary clearances are being sought to enable implementation. In case the consultant does not obtain all the necessary clearances upon completion of the assignment, deduction upto 5 % amount will be made from the final payment. The amount thus deducted will be released after all necessary clearances have been obtained.

xxi) PROOF CHECKING:

The consultants shall proof check their designs and drawings from reputed institutions like IIT, Anna Universty etc. The cost of this item shall also be included in the proposal.

xxii) ARBORICULTURE AND LANDSCAPING

The consultant shall propose a suitable landscape and beautification plan in consultation with client. The cost of landscaping shall be included in the cost estimate as a separate item.

The existing trees and plants shall be retained to the extent possible. The consultant shall endeavour to avoid cutting of trees for the improvement works as far as possible, however if it is inevitable the consultant will identify trees required to be cut to implement the work and suitable alternatives including transplantation shall be explored and the cost accordingly estimated.

The consultant shall prepare detailed estimate for lighting the highway as well as the grade separators.

The consultants shall provide appropriate plan for planting of trees at the edge of ROW. Planting flowering plants and shrubs in the median, planter strip and islands may also be suggested.

xxiii) ESTIMATION OF QUANTITIES AND PROJECT COST

The consultant shall prepare detailed estimates for quantities and project cost for the entire Scheme including the cost of environmental and social safe guards based on MORT&H's, Standard Data book and Rates as given in standard schedule of rates for the year under consideration.

The estimation of quantities shall be based on detailed designs of various components of the project.

The Consultant shall make detailed analysis of rates for computing the unit rates of items not available in SoR if any

A. Cost Estimates

The cost estimate shall comprise the following

a) TPP Road

- (i) Differential cost of improvement of road between already proposed road by and the one needed for MIs, Toshiba.
- (ii) Differential cost for reconstruction / modification of CD works between already proposed road by and the one needed for M/s. Toshiba.
- (iii) Junction improvements.

b) NCTPS Road

- (i). Improvements to the road
- (ii). Construction/Reconstruction / Modification of bridges & CD works
- (iii). Junction improvements
- (iv). Scheme for drainage as per the site conditions.
- (v). Shifting of utilities

c) Ennore Port Road:

- i. Improvements to the road
- ii. Construction/Reconstruction / Modification of bridges & CD works
- iii. Junction improvements
- iv. Scheme for drainage as per the site conditions.
- v. Shifting of utilities

The consultant shall prepare a detailed bill of quantities (BoQ) separate for each road. Detailed rate analysis shall be furnished.

xxiv) Land Acquisition Report

The land acquisition report shall comprise of:

- i) Land Acquisition Strip Plan
- ii) Building Expropriation file

The Land acquisition strip plan shall show the existing layout, the proposed layout, the proposed right of way and the existing right of way. The cost estimate for land and buildings proposed to be acquired shall be given as a separate item.

xxv) Miscellaneous

The consultants shall prepare tender documents for contracts and shall assist in the finalization of tender documents and also assist TNRDC/GoTN, Industries Department in finalizing tender.

The consultant shall also assist on pre bid meetings and bidding process on technical issues including preparation of answers to the bidders queries, preparation of minutes of pre bid meeting etc.

Finalization of Terms of References, estimate man-months and costing for engaging Project Management Consultants (PMC) for supervision of construction for the project if required.

4). REPORTING SCHEDULE

i) Inception Report

The report shall cover the following major aspects:

- a) Project appreciation
- b) Programme for Data collection
- c) Key plan and Linear Plan
- d) Detailed methodology to meet the requirements of the TOR finalized
- e) Draft design standard
- f) Quality Assurance plan

ii) Preliminary Report

The preliminary report shall contain:

- a) Details of investigations done
- b) Proposed configuration of Road
- c) Proposed alignment

iii) Draft Report

The draft final report shall comprise of:

- Main Report
- Design Report
- Material Report
- Technical Specification
- Rate Analysis
- Cost Estimate (including Economic & Financial Analysis)
- Bill of Quantities
- Drawings Volume
- ESIA report

All plan and profile drawings shall be prepared in A2 size sheets

All drawings forming a part of this volume shall be good for construction drawings drawn to scale indicated in IRC codes.

- a) Horizontal alignment and longitudinal profile
- b) Cross section along the alignment within ROW
- c) Typical cross sections with details of pavement structures/composition
- d) Detailed working drawings for individual culverts and cross drainage structures.
- e) Detailed working drawings for bridges, CDs & GAD for bridges, culverts etc
- f) Detailed drawings for improvement to intersections, junctions, curved stretches of accident prone areas
- g) Drawings for road signs, markings
- h) Drawings for toll plazas, bus bays, parking areas.
- i) Schematic diagrams
 - ❖ Widening scheme
 - ❖ Location of median openings, service roads, intersections, bridges, grade separators.
 - ❖ Location of traffic signals, traffic signs, road markings, safety features, Landscaping
 - ❖ Location of toll plazas, parking areas, crash barriers
 - ❖ The proposed cross section drawings should indicate the provision for pedestrian movements, suitable measures for surface and subsurface drainage and lighting.

(iv) Final Report, Documents and Drawings

The final report shall comprise of all volumes of Draft Final Report incorporating all revisions deemed relevant.

5) Data and Software

The Consultants shall furnish the soft copy containing all basic as well as the processed data for all field studies, investigation, designs, drawings, estimate and rate analysis.

This shall include but not limited to the following

- Reports
- Rate analysis
- BOQ
- Estimated cost of the project
- Good for Construction Drawings

- Detailed designs

6) **POWER POINT PRESENTATIONS**

Power Point presentations at least on 5 (five) occasions will have to made to various Officers of GoTN, Industries Department /TNRDC etc. The cost of making such presentation shall also be included in the proposal.

The cost of making additional presentation over and the stipulated presentation will be paid on mutually agreed terms.

7) **CONSULTANTS OFFICE**

If the selected Consultant does not have an office in Chennai, then an Office exclusively for this project shall be established in Chennai.

8) **INTERACTION WITH TNRDC, GOVERNMENT OF TAMILNADU etc**

- 1) During the entire period of services the consultant shall interact with TNRDC and provide information / clarifications on progress of work.
- 2) Officials of TNRDC and other Government officials may visit the site during the preparation of DPR. Consultant shall be present on such occasion. No extra fee is payable.
- 3) A series of meeting with officials of Government of TamilNadu, service providers of other organization is likely to be held during the tenure of the work.

Senior officials of the consulting firm will have to be present during the meetings.

No extra fee is payable.

9) **TIME FRAME FOR THE STUDY**

The study shall be completed in a time frame of 04 months from the date of entrustment of work.

10) **REPORTING SCHEDULE**

The schedule for submission of various reports and documents are as under.

S No	Stage	Submission schedule	No of sets to be submitted
1	Inception report	15 days from the date of start of services	5
2	Preliminary Report	45 days from the date of start of services	5
3	Draft DPR	90 days from the date of start of services	5

4	Final DPR	120 days from the date of start of services	10
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11) PAYMENT TERMS

S No	Stage	Payment (% of Consultancy Fee)
1	On furnishing Inception report	10%
2	On furnishing preliminary report	20 %
3	On furnishing Draft DPR	20 %
4	On furnishing Final DPR	30 %
5	On approval of Final DPR	20 %

12) CONSULTANT’S PROPOSAL

List of key personnel to be fielded by the Consultants shall be as below and the minimum estimated man months are enclosed as Enclosure -A

- i.) Team Leader Cum Senior Highway Engineer
- ii.) Senior Bridge Design Engineer
- iii.) Senior Pavement Specialist –cum-Geo Technical Expert
- iv.) Survey Engineer
- v.) Highway Design Engineer
- vi.) Quantity Survey Engineer
- vii.) Environmental Specialist
- viii.) CAD Engineer
- ix.) Transport Economist

Broad job-description and qualification for key personnel mentioned above are enclosed as Enclosure–B. The Consultant should feel free to submit their proposal on the basis of the man-months which they consider to be necessary to undertake the assignment. All the CV’s of the personnel mentioned shall be evaluated at the time of evaluation of technical proposal as per the condition set forth in RFP. The age of the Key Personnel should not be more than 65 years on the date of submission of proposal. Consultants are advised in their own interest to frame the technical proposal in an objective manner as far as possible so that these could be properly assessed in respect of points to be given as part of evaluation criteria. The bio-data of the key personnel should be signed on every sheet by the personnel concerned and the last sheet of each bio-data should also be signed by the authorized signatory for the Consultant. The key

personnel shall also certify at the end of their bio-data proforma that they have not left any of the GoTN, Industries Department / TNRDC works without completing of their assignment and have not accepted any other offer at the time of signing of the bio-data and as such shall be available to work with the Consultant, if the Project is awarded. In case the key personnel leaves the assignment without approval of TNRDC, TNRDC would be at liberty to take any appropriate action against that key personnel including debarment.

The Qualification and experience of CAD Engineer, Environmental Specialist and Transport Economist would not be accounted in the evaluation. However, Consultant shall have to get their CVs approved from TNRDC before mobilization.

13) PERFORMANCE SECURITY

The successful consulting firm shall have to submit a Bank Guarantee (BG) for an amount of 5% of the Contract Value within 07 days of issue of LOA. The BG shall be valid for a period of 10 months i.e. up to 06 months beyond the expiry of the Contract of 04 months. The BG shall be in the format specified in Appendix I of draft contract form and furnished from any scheduled Commercial Bank.

14) OTHER TERMS AND CONDITIONS

- The consultant shall maintain high standard of quality and accuracy in the work.
- The consultant shall submit a detailed work plan for the assignment.
- The consultant shall be responsible for accuracy of data collected, designs, drawings, estimates and all other details prepared by the firm as part of the services.

Enclosure-A

MANMONTH INPUT FOR PROFESSIONAL STAFF

SL. No	Position	Proposed Man-Month
1	Team Leader cum Senior Highway Engineer	04
2	Senior Bridge Design Engineer	02
3	Highway Design Engineer	03
4	Senior Pavement Specialist –cum- Geo Technical Expert	01
5	Survey Engineer	02
6	Quantity Survey Engineer	02
7	CAD Specialist	02
8	Environmental Specialist	01
9	Transport Economist	01

Note : All necessary inputs of manpower such as sub professional staff, field technical staff, office staff other than the above as deemed necessary shall be provided by consultants within the quoted price to ensure that the entire work is completed in accordance with the TOR within stipulated time frame.

Enclosure B

MINIMUM QUALIFICATION OF KEY PERSONNEL

TEAM LEADER CUM SENIOR HIGHWAY ENGINEER

This is the senior most position and the expert engaged as the team leader shall be responsible for reviewing the entire Project preparation. He shall check all the Designs being prepared by team as per specification and standards, and continuously interact with the TNRDC and GoTN, Industries Department. He shall undertake Project site visits and shall guide, supervise, coordinate and monitor the work of other experts in his team. The candidate should have a proven record of supervising, organizing and managing of Project preparation.

This position requires a Senior Highway Engineer who shall be a Graduate in Civil Engineering preferably with higher qualifications and specialization in highway engineering. He should have a minimum of 15 years experience He should have experience in at least four Project Preparation of major highway Project of four laning / six- laning/ expressway costing more than Rs. 150 Crores of at least 20 km length.

Note: Definition of Team Leader includes Project Manager/Resident Engineer/ or any equivalent position.

SENIOR BRIDGE DESIGN ENGINEER

The Senior Bridge Design Engineer shall be responsible for preparation of the designs of bridges, ROBs, interchanges and any other structure to be constructed in the Project highway. His expertise shall include computer aided design methods for Civil/Structural Engineering with particular reference to Structural design.

He should be a Post graduate in Structural Engineering from a recognized University. Bridge Design Engineer should have a minimum of 15 years experience in Bridge Design out of which a minimum of 10 years experience in similar capacity for major highway bridges is required. He should have involved in design of a major highway bridges having 200m length and above

SENIOR PAVEMENT SPECIALIST-Cum-GEO TECHNICAL EXPERT

To ensure life cycle cost effectiveness and viable design of pavement, the position requires a pavement specialist with thorough knowledge and understanding of international 'best practices' in the field of Design, Construction and maintenance of flexible/rigid type of pavements including latest Codal stipulations and specifications. The candidate should be a graduate in Civil Engineering preferably with higher

qualification and specialization in Pavement Design. He should have a minimum of 10 years of professional experience of pavement Design, out of which 5 years should be in similar capacity for 4 laning of major highway projects. The candidate should have involved in at least 2 major highways projects as Pavement/Geotechnical Engineer.

SURVEY ENGINEER

The candidate should be Graduate in Civil Engineering/Survey with at least 5 years experience in the field of surveying out of which 3 years should be for highway projects. He should have involved in at least One 6/4 laning highway projects. Firm may field Survey Engineer with diploma in Civil Engineering/Survey having at least 10 years experience in the field of surveying out of which at least 5 years should be in highway projects and they should have also dealt with at least 1 project of 6/4 laning nature. This position requires thorough understanding of modern computer based method of surveying with total station digital level etc.

HIGHWAY DESIGN ENGINEER

The Highway Design Engineer shall be responsible for the review of highway designs and drawings using sophisticated computer software. Should be a graduate in Civil Engineering from a recognized University (higher qualifications will be preferable); His expertise shall include computer aided design methods for Civil/Highway Engineering with particular reference to CAD application to the geometric design for highway rehabilitation and/or upgrading projects. Highway Design Engineer should have a minimum of 5 years experience in similar projects in similar capacity.

He should have handled at least 2 major four laning highway improvement projects. He should have exposure of computer software programmes for design of highways.

QUANTITY SURVEY ENGINEER

The Candidate should be Graduate in Civil Engineering preferably post graduate with minimum 5 years experience in Quantity Survey assignments in similar nature of projects. He should have through knowledge on Rate Analysis, Quantification and Project estimation of Highway Projects.

ENVIRONMENTAL SPECIALIST

The candidate should be a post graduate in Environmental Sciences / Engineering with minimum 5 years experience in the preparation of ESIA reports in similar nature of projects.

TRANSPORT ECONOMIST:

He should be a Graduate in Civil Engineering /Graduate in Traffic and Transportation Engineering or Post Graduate in Economics. He should have minimum of 15 years of Professional experience, and 10 years of experience in Highway projects. He should have experience in similar capacity in at least one Highway project (Minimum length of 20 Km) involving 4/6 laning.

SECTION 7:

DRAFT FORM OF CONTRACT

CONTRACT FOR CONSULTANCY SERVICES FOR

Consultancy Services for the Preparation of Detailed Project Report for Improvements to Thiruvottiyur – Ponneri – Panchetti (TPP) Road, North Chennai Thermal Power Station (NCTPS) Road, and Ennore Port Road for movement of 575MT Special Transport Vehicle (STV)- in Chennai,Tamilnadu.

Between

(Name of Client)

And

(Name of Consultant)

Dated:

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1. FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the _____ Month of _____, 20_____, between, ----- on the one hand _____ (hereinafter called the "Client) and, -----on the other hand, (hereinafter called the "Consultants").

WHEREAS

(a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

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

[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix].

Appendix A	:	Description of the Services
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2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular
- (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) The Client shall make payments to the Consultants in accordance with the Provisions of the Contract.

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

FOR AND ON BEHALF OF
[NAME OF THE CLIENT]

By
(Authorized Representative)

FOR AND ON BEHALF OF
[NAME OF THE CONSULTANTS]

By
(Authorized Representative)

[Note: If the Consultants consist of more than one entity, all of these entities should appear as signatures, e.g. in the following manner]

FOR AND ON BEHALF OF EACH OF THE PARTNERS OF THE CONSULTANTS

[Name of the Partner]

By

(Authorized Representative)

[Name of the Partner]

By

(Authorized Representative)etc.

Witness:-

1.....

2.....

GENERAL CONDITIONS OF CONTRACT

1. General Provisions

1.1 Definitions:-

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Government's country [or in such other country as may be specified in the Special Conditions of Contract (SC)], as they may be issued and in force from time to time.
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in Clause No 1 of Draft form of Contract which shall form part of signed Contract;
- (c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;
- (d) "foreign currency" means any currency other than the currency of the Government;
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means the GoTN
- (g) "Local currency" means the Indian Rupees;
- (h) "Consultant" wherever mentioned in this Contract Agreement means the "DPR Consultant" and includes any sub-consultants or Associates engaged by the primary consultant.
- (i) Deleted
- (j) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;
- (k) "Personnel" means persons hired by the Consultants or by any Sub-Consultants and or Associates as Employees and assigned to the performance of the Services or any part thereof;
- (m) "Services" means the work to be performed by the Consultants pursuant to this contract, as described in Appendix A hereto. The scope of work will be as

given in various Clauses in TOR. The approach and methodology to be adopted by the Consultant for carrying out the assignment as "DPR Consultant" may be modified depending on the site requirements and work programme of the GoTN, Industries Department after mutual discussions with TNRDC, The work plan as indicated by the Consultant may be modified according to the site requirements.

- (n) "Sub-consultants and or Associates " means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clause GC 3.7; and
- (o) "Third Party" means any person or entity other than the Government, the Client, the Consultants or a Sub-consultant.

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the Consultants. The Consultants, subject to this Contract, have complete charge of Personnel and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law pursuant to GC1.1 (a).

1.4 Language

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

1.5 Headings

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

1.6 Notices

- 1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telegram or facsimile to such Party at the address specified in the SC.

1.6.2 Notice will be deemed to be effective as specified in the SC.

1.6.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SC with respect to Clause GC 1.6.2.

1.7 Location

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

1.8 Deleted

1.9 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SC.

1.10 Taxes and Duties

Unless otherwise specified in the SC, the Consultants, Sub-Consultants and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law.

2. Commencement, Completion, Modification and Termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultants instructing the Consultants to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.

2.2 Termination of Contract for Failure to Become Effective

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than four (4) weeks' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 Commencement of Services

The Consultants shall begin carrying out the Services when asked to do so by GoTN, Industries Department /TNRDC.

2.4 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire when services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the SC.

2.4.1 Extension of Time

This is a time specific assignment. However, based on the request made by the Consultant, GOTN, Industries Department /TNRDC may sanction EoT under exceptional circumstance at its sole discretion without any cost implications to GOTN, Industries Department /TNRDC.

2.5 Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

2.6 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties as the case may be, pursuant to Clause GC 8.2 hereof; however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1. Definition

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or such Party's Sub-consultants or

agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the execution of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

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

2.7.2 No Breach of Contract

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 Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care" and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be Taken

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

2.7.4 Extension of Time

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

2.7.5 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to be reimbursed for additional costs as determined to be reasonable by GoTN, Industries Department/ TNRDC and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.7.6 Consultation

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

2.8. Suspension

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

2.9 Termination

2.9.1 By the Client

The Client may, by not less than thirty (30) days' written notice of termination to the Consultants (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause GC 2.9.1, terminate this Contract.

- (a) if the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- (b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Partners 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 Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 9 hereof;
- (d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;

- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (f) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (g) if the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

- (h) Deleted

2.9.2 By the Consultants

The Consultants may, by not less than Sixty (60) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2 terminate this Contract:

- (a) if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 8 hereof within Sixty (60) days after receiving written notice from the Consultants that such payment is overdue;
- (b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within Sixty (60) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;
- (c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

2.9.3. Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except:

- (i) such rights and obligations as may have accrued on the date of termination or expiration;
- (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof;
- (iii) the Consultants' obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 (ii) hereof; and
- (iv) any right which a Party may have under the Applicable Law

2.9.4 Cessation of Services

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

2.9.5 Payment upon Termination

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

- (a) remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination;
- (b) reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and
- (c) except in the case of termination pursuant to paragraphs (a) through (d) of Clause GC 2.9.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Consultants' personnel and their eligible dependents.

2.9.6. Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause GC 9 hereof.

3. Obligation of the Consultants

3.1 General

3.1.1. Standard of Performance

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

3.1.2 Law Governing Services

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub- consultants and or Associates, as well as the Personnel of the Consultants and any Sub- consultants and or Associates, comply with the Applicable Law.

3.2 Conflict of Interests

3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.

The Remuneration of the Consultants pursuant to Clause GC 6 hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and, subject to Clause GC 3.2.2 hereof, the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any Sub- consultants and or Associates, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 If the Consultants, as a part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants

shall comply with any applicable procurement guidelines of TNRDC and or Associates Bank or of the Association, as the case may be, and other funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3 Consultants and Affiliates not to engage in Certain Activities

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any Sub-consultant and or Associates and any entity affiliated with such Sub-consultant and or Associates, 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. .

3.2.4 Prohibition of Conflicting Activities

The Consultants shall not engage, and shall cause their Personnel as well as their Sub-consultants and or Associates and their Personnel not to engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; and

(b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Consultants, their Sub-consultants and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.4 Liability of the Consultants

Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be as provided by the Applicable Law.

3.5 Insurance to be Taken Out by the Consultants

The Consultants (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their own cost (or the Sub-consultants', as the case may be) but on terms and conditions approved by the Client, insurance against the risks, and for the coverages, as shall be specified in the SC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.6 Accounting, Inspection and Auditing

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including such bases as may be specifically referred to in the SC); (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client; and (iii) shall permit the client to inspect the Consultant's accounts and records relating to the performance of the Consultant and to have them audited by auditors appointed by the client.

3.7 Consultants' Actions Requiring Client's Prior Approval

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

(a) appointing such members of the Personnel as are listed in Appendix C ("Consultant's Sub-consultant's Key Personnel") merely by title but not by name;

(b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract; and

(c) any other action that may be specified in the SC

3.8 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in

Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

3.9 Documents Prepared by the Consultants to be the Property of the Client

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultants for the Client under this Contract shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

3.10 Deleted

4. Consultants' Personnel and Sub-consultants and or Associates

4.1 General

The Consultants shall employ and provide such qualified and experienced Personnel and Sub-consultants as are required to carry out the Services.

4.2 Description of Personnel

(a) The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Consultants' Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the clients his/her name is listed as well.

(b) If required to comply with the provisions of Clause GCC 3.1.1 hereof, adjustments with respect to the estimated periods "of engagement of Key Personnel set forth in Appendix C may be made by the Consultants by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Client's written approval

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Consultants, provided that any such increase shall not, except as otherwise agreed,

cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1 (b) of this Contract.

4.3 **Approval of Personnel**

The Key Personnel i.e. Professional Staff and Sub-consultants listed by title as well as by name in Appendix C are hereby approved by the Client. In respect of other Key Personnel which the Consultants propose to use in the carrying out of the Services, the Consultants shall submit to the client for review and approval a copy of their biographical data and (in the case of Key personnel to be used within the country of the Government) a copy of a satisfactory medical certificate in the form attached hereto as Appendix D. If the Client does not object in writing (stating the reasons for the objection) within fifteen (15) calendar days from the date of receipt of such biographical data and (if applicable) such certificate, such Key Personnel shall be deemed to have been approved by the Client.

4.4 **Working Hours, Overtime, Leave, etc.**

- (a) Working hours and holidays for Key Personnel are set forth in Appendix E hereto. To account for travel time, foreign Personnel carrying out Services inside the Government's country shall be deemed to have commenced (or finished) work in respect of the Services such number of days before their arrival in (or after their departure from) the Government's country as is specified in Appendix E hereto.
- (b) The Personnel of all types engaged by Consultant to provide Services on this Contract shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave **except as specified in Appendix E** hereto, and except as specified in such Appendix, the Consultants' remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set for in **Appendix C**. Any taking of leave by Key & Sub Professional Personnel shall be subject to the prior approval by the Client and the Consultants shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

4.5 **Removal and/or Replacement of Personnel**

- a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.
- b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the

Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

- c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree,

(i) The Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and

(ii) The remuneration to be paid to any of the Key Personnel provided as a replacement shall be 95% of the remuneration which would have been payable to the Key Personnel replaced for the reason other than death/extreme medical ground.

(iii) For total replacement upto 33% of key personnel, remuneration shall be reduced by 5%

(iv) For total replacement upto between 33% to 50%, remuneration shall be reduced by 10% for every replaced key personnel and

(v) For total replacement beyond 50% of the total of key personnel, the client may initiate action for termination/debarment of such consultants for future projects of GOTN, Industries Department/TNRDC.

(vi) In exceptional situations where the replacement with equivalent or better qualification is not available as mentioned in Sub-Para (a) above, replacement with lower qualifications than the originally approved may be accepted with reduction in remuneration as per the procedure prescribed below. This kind of relaxation shall however, be limited to replacement of 2 key personnel only

(vii) The new proposed personnel as a replacement has to be evaluated as per the criteria fixed at the time of evaluation of original proposal and marks/rating and then, If the original personnel (included in the original proposal based on which the contract was awarded) is to be replaced at the instruction of TNRDC and the new proposed personnel is having less qualification/ experience i.e marks/rating (but fulfilling the minimum requirement as per TOR), his remuneration would be reduced by 15% over and above the stipulated conditions in the contract because of less qualified personnel.

(viii) If the original personnel (included in Contract Agreement) is to be replaced by the Consulting firm and the new proposed personnel is having less qualification/ experience (marks/rating), then his remuneration would be decreased proportionally in comparison to the marks of the original personnel.

(ix) This will also take into account the contract condition and if the proposed reduction is less than that stipulated in contract condition, it would be as per the contract provision.

(x) It will be ensured that the new proposed personnel should score at least 75% of the marks of the originally approved key personnel.

(xi) Both the Consulting firm and the proposed personnel should give the undertaking along with the replacement CV.

(xii) The CV should be signed by personnel and the consulting firm in every page. If the CV is found incorrect at later date, the personnel accepted would be removed from the assignment and debarred from further GOTN, Industries Department/TNRDC works for an appropriate period to be decided by GOTN, Industries Department /TNRDC and the new proposed personnel in place of removed personnel would be paid 15% less salary than the original personnel. This 15% reduction in the salary will be imposed as penalty for submitting the incorrect information. This penalty will be imposed only once. If the same consulting firm submits incorrect information again second time, necessary action will be taken by GOTN, Industries Department /TNRDC to black list the firm.

d) Penalty equivalent to 10% of monthly billing rate of an expert per month will be recovered for non-deployment of the expert as per the agreed programme.

e) Any unauthorized leave or absence of any staff shall attract the penalty on pro-rata basis with respect to the man month rate.

4.6 Deleted

5. **Obligations of the Client**

5.1 Deleted

5.2 **Access to Land**

The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the

performance of the Services. The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultants and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultants or any Sub-consultant or the Personnel of either of them.

5.3 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultants in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultants under this Contract shall not be increased or decreased, except applicable Service Tax, which will be reimbursed by the Client on production of proof of payment by the Consultant

5.4 Services, Facilities and Property of the Client

The Client shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix F at the times and in the manner specified in said Appendix F, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause GC 6.1(c) hereinafter.

5.5 Payment

In consideration of the Services performed by the Consultants under this Contract, the Consultants shall raise invoice as per the schedule of payment at the specific stage of the Contract as detailed under :

S No	Stage	Payment (% of Consultancy Fee)
1	On furnishing Inception report	10%
2	On furnishing preliminary report	20 %
3	On furnishing Draft DPR	20 %
4	On furnishing Final DPR	30 %
5	On approval of Final DPR	20 %

The payments to the Consultants by Client will be made as provided in GC 6 of this Contract.

No payment shall become eligible for the next stage till the consultant completes to the satisfaction of the client the work pertaining to the preceding stage. The payment for the work of sub-soil investigation (Boring) will be as per plan approved by the client and will be paid as per actuals at the rates quoted by the consultants. The payment for the quantity given by the client for boring will be deemed to be included in the above mentioned payment schedule. Any adjustment in the payment to the consultants will be made in the final payment only.

5.6 Counterpart Personnel

- a) If so provided in Appendix F hereto, the Client shall make available to the Consultants, as and when provided in such Appendix F, and free of charge, such counterpart personnel to be selected by the Client, with the Consultants' advice, as shall be specified in such Appendix F. Counterpart personnel shall work under the exclusive direction of the Consultants. If any member of the counterpart personnel fails to perform adequately any work assigned to him by the Consultants which is consistent with the position occupied by such - member, the Consultants may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
- b) If counterpart personnel are not provided by the Client to the Consultants as and when specified in Appendix F, the Client and the Consultants shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultants as a result thereof pursuant to Clause GC 6.1(c) hereof.

6. Payments to the Consultants

6.1 Cost Estimates; Ceiling Amount

- (a) An estimate of the cost of the Services payable is set forth in Appendix H.
- (b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the ceilings, as specified in the SC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.
- (c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to clauses GC 5.3, 5.4 or 5.6 hereof, the Parties shall agree that additional payments shall be made to the Consultants in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in

Clause GC 6.1 (b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Deleted

6.3 **Currency of Payment**

- (a) Payments shall be made in Indian Rupees
- (b) Deleted

6.4 **Mode of Billing and Payment**

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

- (a) Deleted
- (b) As soon as practicable and not later than Seven (07 days) after the end of each stage of the contract the Consultants shall submit to the Client in duplicate, itemized statements, accompanied by copies of invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clause GC 5.5
- (c) The Client shall cause the payment of the Consultants periodically as given in schedule of payment above within Thirty (30) days after the receipt by them, the bills with supporting documents and certification by TNRDC. Only such portion of a statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Client may add or subtract the difference from any subsequent payments. Interest at the rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on. such due date.
- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory Sixty (60) calendar days after receipt of the final report and final statement by the Client unless the Client, within such Sixty (60) day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The

Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty, (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.

- (e) All payments under this Contract shall be made to the account of the Consultants specified in the SC.

7.0 Responsibility for Accuracy of Project Documents

7.1 General

7.1.1 The Consultant shall be responsible for accuracy of the data collected, by him directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by him as part of these services. He shall indemnify the Authority against any inaccuracy in the work which might surface during implementation of the project. The Consultant will also be responsible for correcting, at his own cost and risk, the drawings including any re-survey / investigations and correcting layout etc. if required during the execution of the Services.

7.1.2 The Consultant shall be fully responsible for the accuracy of design and drawings of the bridges and structures. All the designs and drawings for bridges and structures including all their components shall be fully checked by a Senior Engineer after completion of the designs. All drawings for bridges and structures shall be duly signed by the (a) Designer, (b) Senior Checking Engineer, and (c) Senior Bridge / Structure Expert. The designs and drawings not signed by the three persons mentioned above shall not be accepted. The Consultant shall indemnify the Client against any inaccuracy / deficiency in the designs and drawings of the bridges and structures noticed during the construction and even thereafter and the Client shall bear no responsibility for the accuracy of the designs and drawings submitted by the Consultants.

7.1.3 The survey control points established by the Consultant shall be protected by the Consultants till the completion of the Consultancy Services.

7.2. Retention Money

An amount equivalent to 5% of the contract value shall be retained at the end of the contract for accuracy of design and quantities submitted and the same will be released after the completion of services.

7.3. Penalty

7.3.1. Penalty for Error/Variation

If variation in any of the main quantities of work like earth work including sub grade, GSB,WMM, Bituminous works (BM/DBM/AC/BC),drains, total concrete quantities and reinforcing steel in bridge works or overall project cost, found during execution is more than +/- 15%, the penalty equivalent to 5% of the contract value shall be imposed. For this purpose retention money equivalent to 5% of the contract value will be forfeited. This shall exclude any additional/deletion of items/works ordered during the execution.

7.3.2 Penalty for delay

In case of delay in completion of services, a penalty equal to 0.05% of the contract price per day subject to a maximum 5% of the contract value will be imposed and shall be recovered from payments due/performance security. However in case of delay due to reasons beyond the control of the consultant, suitable extension of time will be granted.

7.4 ACTION FOR DEFICIENCY IN SERVICES

7.4.1 Consultants liability towards the Client

Consultant shall be liable to indemnify the client for any direct loss or damage accrued or likely to accrue due to deficiency in service rendered by him

7.4.2 Warning / Debarring

In addition to the penalty as mentioned in para 7.3,warning may be issued to the erring consultants for minor deficiencies. In the case of major deficiencies in the Detailed Project Report involving time and cost overrun and adverse effect on reputation of GOTN, Industries Department /TNRDC ,other penal action including debarring for certain period may also be initiated as per policy of GOTN, Industries Department /TNRDC

8. Fairness and Good Faith

8.1 Good Faith

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

8.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a settlement of disputes in accordance with Clause GC 9 hereof.

9 Settlement of Disputes

9.1 Amicable Settlement

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

9.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. SPECIAL CONDITIONS OF CONTRACT

GC Clause

A. Amendments of, and Supplements to, Clauses in the General Conditions of Contract

1.1(a) The words 'in the Government's country' are amended to read 'in INDIA'

1.4 The language is: English

1.6.1 The addresses are:

Client: **Tamil Nadu Road Development Company Ltd**
Regd Office:
Sindur Panthion Plaza, 2nd Floor,
No:346, Pantheon Road, Egmore
Chennai – 600 008, Tamil Nadu, India

Attention:

Cable address: _____

Telex:

Fax:

Consultants:

Attention:

Cable address: _____

Telex: _____

Facsimile: _____

[Note': Fill in the Blanks]

1.6.2 Notice will be deemed to be effective as follows:

- (a) in the case of personal delivery or registered mail, on delivery;
- (b) in the case of telexes, 24 hours following confirmed transmission;
- (c) in the case of telegrams, 24 hours following confirmed transmission; and
- (d) in the case of facsimiles, 24 hours following confirmed transmission.

1.9 The Authorised Representative are:

For the Client: _____

For the Consultants: _____

1.10 The Consultants, Sub-consultants and the Personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

2.1 The effectiveness conditions are the following:

The contract has been approved by the GOTN, Industries Department/TNRDC. The consultant will furnish within 7 days from the date of issue of Letter of Award, unconditional Bank Guarantee in the prescribed format for an amount equivalent to 5 % of the total contract value to be received from him towards Performance Security valid for a period of six months beyond the date of completion of services. The Bank Guarantee will be released by GOTN, Industries Department/TNRDC upon successful completion of services and rectification of errors if any, found during implementation of services.

2.2 The time period shall be one month or such other time period as the parties may agree in writing.

2.4 The time period shall be 04 months

3.4 **Limitation of the Consultants' Liability towards the Client**

(a) Except in case of gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:

- i) for any indirect or consequential loss or damage; and
 - ii) Consultant will maintain at its expenses; Professional Liability Insurance including coverage for errors and omissions caused by Consultant's negligence in the performance of its duties under this agreement, (A) For the amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder OR (B) the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.
 - iii) The policy should be issued only from an Insurance Company operating in India.
 - iv) The policy must clearly indicate the limit of indemnity in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) and in no case should be for an amount less than stated in the contract.
 - v) Deleted
 - vi) The contract may include a provision whereby the Consultant does not cancel the policy midterm without the consent of TNRDC. The insurance company may provide an undertaking in this regard.
- (b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.
 - (c) Professional Liability Insurance may be accepted for initially one year which shall be extended annually for total period for five years.

3.5 The risks and the coverage shall be as follows

- (a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-consultants or their Personnel for the period of Consultancy.
- (b) Third Party liability insurance with a minimum coverage, of Rs. 1.0 million for the period of consultancy.

- (c) Professional liability insurance as per 3.4 (a) (ii) of SC of the consultancy, with a minimum coverage equal to estimated remuneration and reimbursable.
- (d) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub-consultant, 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; and
- (e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.

3.7 (c) The other actions are

- (i) Taking any action under a civil works contract designating the Consultants as "DPR Consultant", for which action, pursuant to such civil works contract, the written approval of the Client as "Employer" is required".

3.9 The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.

6.1(b) The ceiling in currency is: 80%

6.4 (c) The interest rate is 6% per annum

6.4(e) The account is: -

[Note: Insert account number, type of account and name and address of the Bank]

9.2 Disputes shall be settled by arbitration in accordance with the following provisions:

9.2.1 Selection of Arbitrators

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:

- a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator or within thirty (30) days after receipt by the other Party of the

proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Indian Roads Congress, New Delhi, for a list of not fewer than five nominees and , on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the President, Indian Roads Congress, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

- b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.
- c) If, in a dispute subject to Clause SC 9.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

9.2.2 Rules of Procedure

Arbitration proceedings shall be conducted in accordance with procedures of the Arbitration & Conciliation Act 1996, of India unless the Consultant is a foreign national/firm, where arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.

9.2.3 Substitute Arbitrators

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

9.2.4 Qualifications of Arbitrators

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of SC 9.2.1 hereof shall be an internationally/nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

9.2.5 Payment to Arbitrator

(a) GoTN, Industries Department has decided that the maximum amount payable per arbitrator in arbitration case shall be as under:

Sl. No.	Particulars	Maximum amount payable per Arbitrator/ per case
1	Arbitrator fee	Rs. 8,000/- per day subject to a maximum 2 lacs Or Rs 1.5 lacs (lump sum) subject to publishing the award within 12 months.
2	Reading Charges	Rs 6,000/-
3	Secretarial Assistance	Rs 5,000/-
4	Incidental charges (telephone, fax, postage etc.)	Rs 6,000/-
5	Charges for publishing/declaration of the Award	Maximum of Rs.10,000/-
6	Other expenses (actuals against bills subject to the prescribed ceiling) Travelling Expenses Lodging and Boarding	Maximum ceiling Economy class (by air), First class AC (by train) and AC car (by road) 1. Rs 2,500/- per day (in metro cities) 2. Rs 2,000/- per day (in other cities) 3. Rs 1,000/- per day, if any Arbitrator makes their own arrangements.
7	Local Travel	Rs.1,000/- per day
8	Extra charges for days other than hearing / meeting days (maximum for 2 days)	Rs 10,000/- per day

(b) In exceptional cases such as involving major legal implications/wider ramifications/higher financial stakes etc., a special fee structure could be fixed in consultation with the contractor/ supervision consultants and with the specific

approval of the GoTN, Industries Department/TNRDC before appointment of the Arbitrator.

9.2.6 **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 any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

IV. APPENDICES

Appendix A: Description of the Services

Details as per TOR

Appendix B: Reporting Requirements

S No	Stage	Submission schedule	No of sets to be submitted
1	Inception report	15 days from the date of start of services	5
2	Preliminary Report	45 days from the date of start of services	5
3	Draft DPR	90 days from the date of start of services	5
4	Final DPR	120 days from the date of start of services	10

Appendix C: Key Personnel and Sub-consultants

[List under: *C.1 Titles [and names, if already available], detailed job descriptions and minimum qualifications. experience of Personnel to be assigned to work and staff-months for each.*

C-2 Deleted

C-3 Deleted

C-4 List of approved Sub-consultants [if already available]; same information with respect to their Personnel as in C-1 through C-4)

Appendix D: Medical Certificate

-Not Applicable-

S

Appendix E: Hours of Work for Key Personnel

The Consultants Key personnel and all other Professional / Sub Professional / Support Staff / Sub-Consultancy personnel shall work 6 days (Monday to Saturday) every week and observe the Gazetted Holidays of Government of Tamil Nadu as Holidays. The Consultant shall work as per the work program of the client. In this context incase the work plan of the Consultant needs suitable modifications, the same shall be carried out and submitted to the client for consideration. The Consultants hours of work normally shall match with that of client's activities. No extra remuneration shall be claimed or paid for extra hours of work required in the interest of Project completion.

Appendix F: Duties of the Client

1. To give access for the Consultant to carry out the works as per the contractual obligations
2. Engineering Details on Project Road as available with the TNRDC will be given to the Consultant

Appendix G:

-Not Applicable-

Appendix H: Cost Estimates

List hereunder cost estimate

SUMMARY OF COSTS

No.	Description	Amount in Rs.
I	Remuneration for Professional Staff	
II	Provision for Investigations and Engineering Surveys	
III	Provision for Reports, Drawings, Travel, Office equipment, software and other relevant expenses as determined by the Consultant	
	Sub Total	
	Service Tax @ :	
	Grand Total	

Note: Payments will be made as per stipulations of the Conditions of Contract..

BREAKDOWN OF COSTS

I. Remuneration for Professional Staff

No	Position	Name	Rate	No. of man-months	Amount
1	Team Leader cum Senior Highway Engineer			04	
2	Senior Bridge Design Engineer			02	
3	Highway Design Engineer			03	
4	Senior Pavement Specialist –cum- Geo Technical Expert			01	
5	Survey Engineer			02	
6	Quantity Survey Engineer			02	
7	CAD Specialist			02	
8	Environmental Specialist			01	
9	Transport Economist			01	
	Total				

Note : All necessary inputs of manpower such as sub professional staff, field technical staff, office staff other than the above as deemed necessary shall be provided by consultants within the quoted price to ensure that the entire work is completed in accordance with the TOR within stipulated time frame.

II. Provision for Investigations and Engineering Surveys

No	Name of the Work	Unit	Quantity	Rate	Amount
1	Topographic Survey	Km	14.7		
2	Road and Bridge Inventory	Km	14.7		
3	BBD, DCP test for Pavement Evaluation	Km	7.2		
4	Sub grade Investigation	Nos.	15		
5	Traffic Surveys (3 Junctions & 2 mid blocks)	Nos	1		
6	Soil Investigations	-	LS		
7	Utility Mapping	Kms	7.2		
	Total				

Note: Adequacy of Investigations and Engineering /Traffic Surveys required for the work shall be assessed by the Consultants

III. Provision for Reports, Drawings, Travel, Office equipment, software and other relevant expenses as determined by the Consultant

No	Name of the Work	Unit	Quantity	Rate	Amount
1	Provision for Reports, Drawings, Travel, Office equipment, software and other relevant expenses as determined by the Consultant	LS	01		
	Total				

Appendix I:

**FORM OF PERFORMANCE SECURITY
(PERFORMAMANCE BANK GUARANTEE)**

To

GoTN, Industries Department
Secretariat, Fort St. George
Chennai – 600 009

WHEREAS:

.....(hereinafter called the “Bidder ”) had submitted the proposal for **Consultancy Services for the Preparation of Detailed Project Report for Improvements to Thiruvottiyur – Ponneri – Panchetti (TPP) Road, North Chennai Thermal Power Station (NCTPS) Road, and Ennore Port Road for the movement of 575MT Special Transport Vehicle(STV) – in chennai,Tamilnadu**

- (A) GoTN, Industries Department, Secretariat, Fort St. George, Chennai – 600 009 **Tamil Nadu, India (hereinafter referred to as “GoTN, Industries Department”)** have appointed **M/s.Tamil Nadu Road Development Company Limited, (TNRDC), Chennai as its Managing Associate to assist GoTN, Industries Department and function on behalf of GoTN, Industries Department, in performing its roles and responsibilities during the bid process, Consultancy Period etc. and TNRDC will, inter alia, finalize the bid process and accordingly select the successful Bidder.**
- (B) Based on the above, the bid submitted by the ***** [Bidder] [hereinafter called Consultant] has been accepted by TNRDC and a Letter of Award (LOA) was issued by TNRDC vide its communication no. ***** dated ***** to the ***** [Bidder] requiring, inter alia, the execution of Contract Agreement within Fifteen [15] days of acceptance of LOA.
- (C) As provided in Request for Proposal (RFP) the Consultant has to furnish a Performance Security to GoTN, Industries Department for Rs.....(In Rupees.....Only) (the “**Guarantee Amount**”) as security for due and faithful performance of its obligations, under and in accordance with the RFP and/or LOA during the Assignment Period (as defined in the Contract Agreement).
- (D) We, ***** through our Branch at ***** (the “**Bank**”) have agreed to furnish this Bank

Guarantee by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Consultants obligations during the Consultancy Period, under and in accordance with the Contract, and agrees and undertakes to pay to GoTN, Industries Department, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Consultant, such sum or sums upto an aggregate sum of the Guarantee Amount as may be claimed by GoTN, Industries Department and without GoTN, Industries Department being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from GoTN, Industries Department or under the hand of any of the employee of GoTN, Industries Department or any other person or entity duly authorised by GoTN, Industries Department in this regard, that the Consultant has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the RFP and/or LOA and/or Contract shall be conclusive, final and binding on the Bank. The Bank further agrees that GoTN, Industries Department shall be the sole judge as to whether the Consultant is in default in due and faithful performance of its obligations during the Assignment Period under the Contract and its decision that the Consultant is in default shall be final, and binding on the Bank, notwithstanding any differences between GoTN, Industries Department and the Consultant, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Consultant for any reason whatsoever.
3. We, the Bank unconditionally undertake to pay to GoTN, Industries Department any money so demanded under this Guarantee notwithstanding any dispute or disputes raised by the Bidder or any other party including in any suit or proceeding pending before any court or tribunal relating thereto or any instructions or purported instructions by the Bidder or any other party to the Bank not to pay or for any cause to withhold or defer payment to GoTN, Industries Department under this Guarantee. The Bank's liability under this Guarantee is irrevocable, unconditional, absolute and unequivocal. The payment so made by the Bank under this Guarantee shall be a valid discharge of the bank's liability for payment hereunder and the Bidder shall have no claim against the Bank for making such payment.

4. In order to give effect to this Guarantee, GoTN, Industries Department shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Consultant and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
5. It shall not be necessary, and the Bank hereby waives any necessity, for GoTN, Industries Department to proceed against the Consultant before presenting to the Bank its demand under this Guarantee.
6. GoTN, Industries Department shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Contract or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the Consultant contained in the Contract or to postpone for any time, and from time to time, any of the rights and powers exercisable by GoTN, Industries Department against the Consultant and either to enforce or forbear from enforcing any of the terms and conditions contained in the Contract and/or the securities available to GoTN, Industries Department and the Bank shall not be released from its liability and obligation under these presents by any exercise by GoTN, Industries Department of the liberty with reference to the matters aforesaid or by reason of time being given to the Consultant or any other forbearance, indulgence, act or omission on the part of GoTN, Industries Department or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
7. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by GoTN, Industries Department in respect of or relating to the Contract or for the fulfilment, compliance and/or performance of all or any of the obligations of the Consultant under the Contract.
8. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by GoTN, Industries Department on the Bank under this Guarantee, not later than 6 (six) months from the date of expiry of this Guarantee or referred as End Date herein below, all rights of GoTN, Industries Department under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
9. We, the Bank further agree that the Guarantee herein contained shall remain in full force and effect upto..... the date which falls Ten (10) Months from the date this Bank Guarantee, (hereinafter called "the End Date"). Unless a demand or claim under this Guarantee is made on the Bank by GoTN, Industries Department or under the hand of

any of the employee of GoTN, Industries Department or any other person or entity duly authorised by GoTN, Industries Department in this regard, in writing on or before the said End Date, the Bank shall be discharged from all liability under this Guarantee thereafter.

- 10 We hereby agree to renew and extend the validity of this guarantee for a period not exceeding one year from the End Date or such period, on a request made by GoTN, Industries Department or under the hand of any of the employee of GoTN, Industries Department or any other person or entity duly authorised by GoTN, Industries Department in this regard
11. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of GoTN, Industries Department that the envelope was so posted shall be conclusive.
12. We, the bank lastly undertake not to revoke this Guarantee during its currency.
13. Notwithstanding anything contained herein.
 - a) Our liability under the Bank Guarantee shall not exceed Rs.....(In RupeesOnly)
 - b) The Bank Guarantee shall be valid upto [date], 200_.
 - c) Unless a demand in writing is made upon us on or before _____, [date] or any other extended date, all our liability under this guarantee shall cease.

IN WITNESS WHEREOF THE BANK HAS SET ITS HANDS HERETO ON THE DAY, MONTH AND YEAR MENTIONED HEREUNDER.

Signed and Delivered

On behalf of(Bank name)

(Signature)

(Date)

by the hand of Mr

(name of authorized signatory)

Designation

Note:

- a) Address of the controlling office of the issuing branch with phone number and fax number

to be provided.

- b) Authenticated copy of Letter of Authority authorizing the signatory of this guarantee to execute the same to be enclosed herewith.

Appendix J:

-Not Applicable-

Appendix K

Letter of invitation

Appendix L

Letter of Award

Appendix M

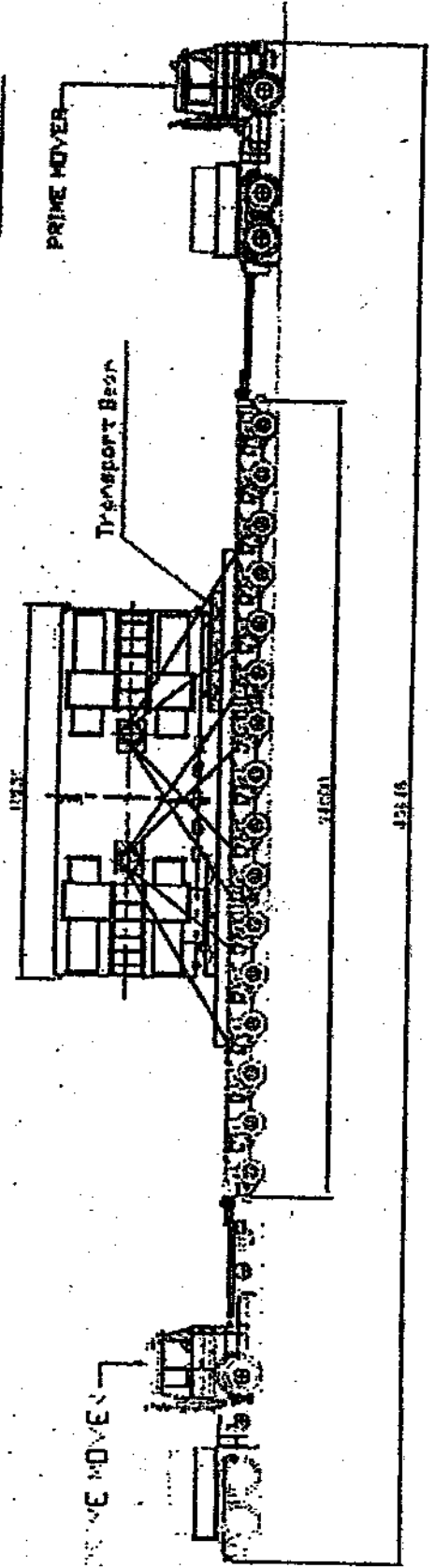
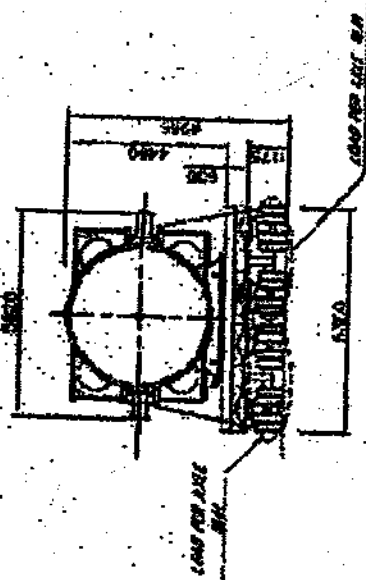
Minutes of pre-bid meeting, Clarifications and Amendments

ANNEXURE – I

Drawing showing Loading Pattern of Heavy Vehicles

Transportation of the Heaviest parts

Generator Stator	
Length	11,231 mm
Width	5,820 mm
Height	4,480 mm
Weight	438 tons
Standard Trailer-Haul Data Loading Trailer : Multi Axle (4 files)	
Trailer Weight	112 tons
Transport Beam (approx.)	25 tons
Load (Cargo)	438 tons
Total Laden Load	575 tons
Prime Mover (Each)	28 tons
Load per Axle	18.0 tons
Load per Tyre	2.3 tons
Average Ground Pressure	
Load per m ²	4.1 tons



Track of Super Trailer for the Heaviest Parts

