



Tamil Nadu Road Development Company Ltd.

***Tamil Nadu Road Development Company Ltd.***  
***(TNRDC)***

**SUPERVISORY CONSULTANCY SERVICES FOR THE WORK -WIDENING OF  
EAST COAST ROAD (ECR) FROM DOUBLE LANE INTO FOUR LANE FROM  
KM 22/300 TO KM 55/800, INCLUDING IMPROVEMENTS TO CURVED  
STRETCHES – 13 NOS & JUNCTIONS-7NOS. FROM KM 55/800 TO KM 135/500  
IN CHENNAI, IN THE STATE OF TAMIL NADU, INDIA**

**REQUEST FOR PROPOSAL (RFP)**

**2014**

**Tamil Nadu Road Development Company Limited,**  
Corp. Office: 171, **Tamil Nadu Maritime Board Building,**  
2nd Floor, South Kesavaperumal Puram,  
Pasumpon Muthuramalingam Road  
(Greenways Road), Raja Annamalai Puram,  
Chennai-600 028, Tamil Nadu, India,  
Phone: 044 -2495 2800/ 2495 3800,  
Fax:91-44-2495 3800  
Email:[tenders@tnrdc.com](mailto:tenders@tnrdc.com);  
Website: [www.tnrdc.com](http://www.tnrdc.com)

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**SCHEDULE OF BIDDING PROCESS**

<b>S. No.</b>	<b>EVENT DESCRIPTION</b>	<b>DATE</b>
1	ISSUE OF RFP TO APPLICANTS	<b>06<sup>TH</sup> JUNE 2014</b>
2	LAST DATE OF RECEIVING QUERIES, IN CASE THE QUERIES TO BE ANSWERED IN PRE-BID	<b>16<sup>TH</sup> JUNE 2014 15.00 HRS</b>
3	PRE-BID CONFERENCE	<b>24<sup>TH</sup> JUNE 2014</b>
4	LAST DATE OF PURCHASE OF RFP	<b>26<sup>TH</sup> JUNE 2014 15.00 HRS</b>
5	LAST DATE FOR SUBMISSION OF PROPOSALS	<b>26<sup>TH</sup> JUNE 2014 15.30 HRS</b>
6	DATE FOR OPENING OF TECHNICAL PROPOSALS	<b>06<sup>TH</sup> JUNE 2014</b>

TNRDC will endeavour 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.tnrdc.com](http://www.tnrdc.com))

**DISCLAIMER**

This Request for Proposal (RFP) is issued by Tamil Nadu Road Development Company Ltd (TNRDC). TNRDC would be the signatory for all legal documents.

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, HD, 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, HD 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, HD, 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.: **“Supervisory Consultancy Services for the work -Widening of East Coast Road (ECR) From Double Lane Into Four Lane From KM 22/300 to KM 55/800, Including Improvements to curved stretches – 13 Nos & Junctions-7Nos. from KM 55/800 to KM 135/500 in Chennai, in the State of Tamil Nadu, India”.**

**GENERAL:-**

1. Tamil Nadu Road Development Company Limited (TNRDC) invites proposals for engaging an Supervisory Consultancy Services (SCS) on the basis of Competitive Bidding for the **“Supervisory Consultancy Services for the work -Widening of East Coast Road (ECR) From Double Lane Into Four Lane From KM 22/300 to KM 55/800, Including Improvements to curved stretches – 13 Nos & Junctions-7Nos. from KM 55/800 to KM 135/500 in Chennai, in the State of Tamil Nadu, India”.**

**TABLE 1: WIDENING OF ECR FOUR LANING**

<b>S. No</b>	<b>Location</b>	<b>Project Stretch</b>	<b>Project Length</b>	<b>Construction Period</b>
<b>1</b>	<b>Chennai, Tamil Nadu, India</b>	<b>Supervisory Consultancy Services for the work -Widening of East Coast Road (ECR) From Double Lane Into Four Lane From KM 22/300 to KM 55/800, Including Improvements to curved stretches – 13 Nos &amp; Junctions-7 Nos. from KM 55/800 to KM 135/500</b>	<b>Approximately KM 22/300 to KM 55/800</b>	<b>27 Months</b>

2. The proposal shall be submitted in English Language and all correspondence would be in the same language.
3. TNRDC intends to appoint Supervisory Consultancy Services for the Project and as per the Terms and Conditions of the Contract Agreement, the Consultancy Agency is assigned for **27 Months** duration during the construction stage to monitor required Quality Assurance and conduct Quality Control tests and report to TNRDC on the Financial, Technical and physical progress of implementation aspects of the project for 27 Months period.

And assist the parties in arriving at an amicable settlement of disputes, if any, so as to ensure compliance of the requirements of the provisions of Contract Agreement. The selection of Supervisory Consultancy Services shall follow the laid down procedure given in the Contract Agreement signed/to be signed between TNRDC and the Contract for this project.

4. The interested Consultancy firms may obtain the RFP from TNRDC office from address given below from **06<sup>th</sup> June, 2014 to 24<sup>th</sup> June, 2014** on all working days between **10:00 hrs and 17:00 hrs IST** by payment of non-refundable fee amounting to **Rs. 50,000/- (Rupees Fifty Thousand Only)** in the form of DD drawn in favour of “**M/s.Tamil Nadu Road Development Company Limited**” payable at any scheduled bank in Chennai. The RFP document is also available on TNRDC website. The Bidder who downloads the RFP document from the website will also be required to pay the non- refundable fee of **Rs. 50,000/- (Rupees Fifty Thousand Only)** at the time of the submission of the proposal. The proposal should be submitted by 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 Part 2: Financial Proposal. Project, Stage-1 of the Evaluation shall consider the evaluation of the Technical Proposal (i.e. Part 1). The firms scoring the qualifying mark (minimum 75 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 firm will be ranked on the basis of lowest amount quoted by them in Appendix C-1. The firm quoting the least amount will be invited by TNRDC for negotiation.
6. The total time period for the assignment as Supervisory Consultancy Services will be for **27 months**.
7. TNRDC will not accept proposals sent by post/ courier. Further, TNRDC reserves the right to accept/reject any or all applications without assigning any reason thereof.
8. 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 through 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.
9. RFP submission must be received not later than **15:00 hrs on 26<sup>th</sup> June 2014** in the manner specified in the RFP document at the address given below:-

**Chief General Manager****Tamil Nadu Road Development Company Ltd.,**

Corp. Office:

171, 2nd Floor, Tamil Nadu Maritime Board Building,

South Kesavaperumal Puram,

Pasumpon Muthuramalingam Road (Greenways Road),

Raja Annamalai Puram, Chennai – 600 028.

Phone : 044- 2495 2800 / 2495 3800,

**Fax : 91-44-2493 3800****Email : tenders@tnrdc.com**

10. Throughout this RFP Document, the term ‘Employer’, ‘Client’, ‘TNRDC’ and their derivatives are synonyms and shall carry same meaning, unless otherwise specified.
11. Throughout this RFP Document, the term ‘Consultant/s’, ‘Supervisory Consultancy Services’ and their derivatives are synonyms and shall carry same meaning, unless otherwise specified.

**Chief General Manager  
Tamil Nadu Road Development Company Ltd.,  
Chennai – 600 028**

**SECTION 2****LETTER OF INVITATION TO CONSULTANTS****1. INTRODUCTION**

- 1.1 TNRDC invites proposal for providing services as **“Supervisory Consultancy Services for the work -Widening of East Coast Road (ECR) From Double Lane Into Four Lane From KM 22/300 to KM 55/800, Including Improvements to curved stretches – 13 Nos & Junctions-7Nos. from KM 55/800 to KM 135/500 in Chennai, in the State of Tamil Nadu, India”** required for the assignment named in the attached Letter of Invitation. This proposal could form the basis for future negotiations and ultimately a contract between selected firm and 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 during the Construction stage.
- 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 portal. The minutes of the Pre Bid Meeting also forms part of this RFP Document. The Consultant must inform 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 TNRDC wish to remind that in order to avoid conflict of interest situations, any firm associated with the Consultant of the Project Highway as its Design and/or Supervision Consultant and/or the Contractor(s) as Design Consultant and/or Construction Supervision Consultant is not eligible to participate in the bidding.
- 1.7 Those Consultants who were engaged by TNRDC for this project as Design Consultants for preparation of Detailed Project Reports (or) Feasibility Report shall not be permitted to submit proposal for providing the consultancy services as Supervisory Consultancy Services for the same project either individually or in Joint Venture with other firms.
- 1.8 Consultant has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the TNRDC, which may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.



- 1.9 It is the TNRDC'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 TNRDC:
- (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 or arrangement between two or more consultants with or without the knowledge of the Client, designed to establish prices at artificial, noncompetitive levels;
  - (iv) "coercive practices" means harming 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.
- 1.10 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.
- 1.11 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.
- 1.12 The Data Sheet indicates how long Consultant's 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 the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client 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. It is the bidder's (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 Bidder shall submit one 'ORIGINAL' proposal only. The 'ORIGINAL' proposal shall be submitted only 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 Authorised Representative holding proper Power of Attorney may also sign the proposal 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 case of Joint Venture's, the signatory to the bid proposal shall be in the similar way the Lead Partner only. In case of Joint Venture, an MoU (executed specifically for this project) indicating the input and role of each Partner shall be submitted with the proposal. In subsequent stages, any relevant submission by authorized representative shall be accepted.

- 3.1.1 **In case the Bidder is a Joint Venture**, the Partners of the Joint Venture shall furnish a Power of Attorney as per the format given in the **Appendix-B-9** designating one of the Partners, as per the Memorandum of Understanding (MoU), as their Lead Partner (Lead Partner is one of the Joint Venture Partner, who shall satisfy technical criteria as detailed in Appendix to Data Sheet i.e., under (A) Relevant Experience for the firm for the Assignment & (C) Qualification and Competence of key staff for the assignment.

The authorized representative of the Partners of the Joint Venture other than the Lead Partner shall duly sign the Power of Attorney and the Lead Partner shall sign the same by way of acceptance. The Power of Attorney shall be furnished on a non-judicial stamp paper of Rs.100/- duly attested by notary public.

Proposal submitted by a Joint Venture should comply with the following additional requirements:

- (i) Number of Partners in a Joint Venture would be limited to 2 (two);
- (ii) Wherever required, the Proposal should contain the information required for each Partner of the Joint Venture;
- (iii) One of the Joint Venture Partners should have applied for and obtained the RFP document from TNRDC on having paid the non refundable fee of **Rs.50,000/- (Rupees Fifty Thousand Only)** to TNRDC as specified in the RFP document; or submit a Demand Draft for **Rs.50,000/- (Rupees Fifty Thousands Only)** at the time of submission of the RFP, in case the documents are downloaded from website.
- (iv) An individual Partner applying as a sole Bidder cannot at the same time be Partner of any Joint Venture applying for this Project. Further, a Partner of a particular Joint Venture cannot be Partner of any other Joint Venture applying for this Project. Any Partner who submits or participates in more than one Bid for this Project will be disqualified and will also lead to disqualification of the Joint Venture /s of which it is a Partner;
- (v) Partners of the Joint Venture shall nominate one Partner as the Lead Partner. The nomination(s) shall be supported by a Power of Attorney by all the Partners on as per the format given in the Appendix-B-9.

3.1.2 Partners of the Joint Venture shall submit a Memorandum of Understanding (MoU) for the purpose of submitting the Proposal, as per the format given in the **Appendix-B-10**. The Memorandum of Understanding (MoU) shall be furnished on a non-judicial stamp paper of Rs. 100/- duly attested by notary public.

The MoU shall, inter alia:

- (i) Communicate the willingness of the Joint Venture to subsequently carry out all the responsibilities as Consultant in terms of the Contract Agreement, in case the of Joint Venture is awarded to take up the Supervisory Consultancy Services.
- (ii) Clearly state that Partner of the Joint Venture shall be liable jointly and severally for the services of the Project in accordance with the terms of the Contract Agreement.
- (iii) Should be accompanied by the Board Resolutions (in case of corporate member) and/or undertakings (in case of individual member) of the Joint Venture Partners, giving authority/undertaking to enter into a MoU with other Partners for undertaking the Project and, if successful, to participate and undertake the Project and in case of corporate members nominating and authorising an authorised representative of the Partner to sign and enter into the MoU and execute Powers of Attorney for the Project. The format for the Board Resolutions / Undertaking that must be submitted as per the format given in the **Appendix-B-11**.
- (iv) Should be accompanied by a certified true copy of the Memorandum and Articles of Association (in case of corporate members), notarised copy of the Registered Partnership

Deed (in case of partnership firms) and Sales tax registration number/PAN/TAN/Service Tax Registration Number (in case of proprietorship firms and individuals)

- 3.1.3 A copy of the MoU duly notarised, should be submitted along with the Proposal. The MoU entered into among the Partners of the Joint Venture should be specific to this Project and should contain the above requirements failing which the Application shall be rejected as non-responsive. The MoU should be governed by the laws, rules and regulations of India and should be subject to jurisdiction of Chennai Courts only.
- 3.1.4 Any entity which has been debarred, blacklisted by NHAI, Tamil Nadu Road Sector Project (TNRSP), 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, either individually or as Partner of a Joint Venture.
- 3.1.5 **Litigation History**
- a) The bidder as on date should not have been debarred from taking up any civil construction works and shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Government of India, Government of Tamil Nadu or any other agency. The bidder should provide accurate information about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last three years. A consistent history of litigations/awards against the bidder will result in rejection of the bid. Suppression of any information or material in this regard would be construed as a fundamental breach and TNRDC reserves its right to take appropriate action including cancellation of the bid, forfeiting of bid security etc., as may be deemed fit by TNRDC at any time without requiring to give any notice to the applicant in this regard.
- b) Suppression of any information or material by the bidder regarding the Debarment, details of Litigation history, blacklisting of the bidder, misrepresentation or omission of any other material fact in order to influence a selection process would be construed as a fundamental breach and will lead to the disqualification of the Bidder or the termination of its Contract without any further notice
- 3.1.6 The Proposal shall be signed by the duly authorized signatory of the Lead Partner in the acceptable format and shall be legally binding on all the Partners of the Joint Venture.
- 3.1.7 All witnesses and sureties shall be persons of status and probity and their full names, addresses and telephone numbers/mobile numbers shall be stated below their signatures. All signatures in the Proposal documents shall be dated.
- 3.1.7 **Change in Composition of the Bidder in the case of Joint Venture**
- In case a Bidder is a Joint Venture, change in the composition of the Joint Venture will not be permitted by TNRDC.

**3.1.8 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 will not be responsible nor in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

**3.1.9 Earnest Money Deposit (EMD)**

The proposals duly filled in the required format must reach the Corporate Office of TNRDC, Raja Annamalai Puram (Greenways Road), Chennai – 600 028 on or before **15:00 hrs on 26<sup>th</sup> June 2014 along with EMD/ Bid Security for an amount of 4,00,000/-(Rupees Four Lakhs Only) in one of the following forms:-**

- ( i ) Form of 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) of Section - 4
- ( iii ) The Bank Guarantees issued as surety for the bid shall be valid for (60) Sixty days beyond the validity of the bid.
- (iv) Earnest Money Deposit (EMD) should be enclosed along with Technical Proposal cover.

3.1.10 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 weightage shall be given to the Employees of the firm proposed for assignment.
- vi. The staff proposed to be engaged for the period 27 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.

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, in the case of Joint Venture, for each partner, on assignments of a similar nature (covering 6 / 4 Lane Highway Project with the provision of Grade Separator, Interchanges, Major Bridges etc.,). 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 8 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. 3.1.9 of Section 2 of RFP Document.
- vii. Any additional information.

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 in India and abroad.

Consultants may express the price of their services in the Local currency (Indian Rupees) and/or US Dollar.

- 3.8 The Client may require consultants to state the portion of their price representing local cost in the Indian currency if so indicated in the Data Sheet.
- 3.9 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 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 through 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 (St.) The technical proposal should score at least 75 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. The TNRDC shall simultaneously notify the finally selected 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 on the Technical Evaluation process 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 Client 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.
- 5.6 For conversion of US Dollars to Rupees, the rate of conversion shall be RBI reference rate as on the date 60 (sixty) days prior to the Proposal Due Date. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) day prior to the Proposal Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the average of buying and selling rates prevailing in Mumbai on the Relevant Date

## **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 and may either issue 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 home office, staff months, logistics and reporting. Special attention shall be paid to optimise 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 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 Client’s 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, the 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 receipt of the LOA, the successful bidder shall accept the LOA and return the same to TNRDC.
- 7.3 The successful bidder shall execute the Consultancy Agreement within (15) Fifteen days of acceptance of LOA
- 7.4 The successful firm shall furnish performance security for a value of **2.50%** of the contract value within 7 Days of execution of Agreement
- 7.5 Commencement of Assignment: The firm shall begin carrying out the services from the date to be intimated by TNRDC

**Chief General Manager  
Tamil Nadu Road Development Company Ltd.,**

**DATA SHEET**  
**(As Mentioned in Information to Consultants)**

**Sub clause No. in Information to Bidders**

- 1.4 Pre-Bid Conference shall be held at: TNRDC Corporate Office on **16<sup>th</sup> June 2014** at **15:00** hrs.
- 1.12 The proposal shall be valid for 180 days after the last date of submission.
- 2.1 Bidders wanting to have their queries answered in Pre-Bid Conference or bidders wanting any other clarifications should send their queries minimum 7 Days prior to Pre-Bid Conference as specified in the Schedule of Bidding Process. The address for requesting clarification is:

**Chief General Manager**  
**Tamil Nadu Road Development Company Ltd.,**  
**Corp. Office:**  
**171, 2nd Floor, Tamil Nadu Maritime Board Building,**  
**South Kesavaperumal Puram,**  
**Pasumpon Muthuramalingam Road (Greenways Road),**  
**Raja Annamalai Puram, Chennai – 600 028.**  
**Phone : 044- 2495 2800 / 2495 3800,**  
**Fax : 91-44-2493 3800**  
**Email : [tenders@tnrdc.com](mailto:tenders@tnrdc.com)**  
**Web site: [www.tnrdc.com](http://www.tnrdc.com)**

Only those parties who have purchased the RFP document shall be allowed to participate in the Pre-Bid conference. Applicants who have downloaded the RFP document from the TNRDC's website ([www.tnrdc.com](http://www.tnrdc.com)) should submit a non-refundable Demand Draft of **Rs.50,000/- (Rupees Fifty Thousand Only)** drawn in favour of **M/s. Tamil Nadu Road Development Company Ltd**, payable at any scheduled bank in Chennai, towards the cost of RFP Document, through their representative attending the conference. A maximum of two representatives of each Bidder shall be allowed to participate on production of authorisation letter from the Bidder.

It is the bidder's responsibility (For those who download the bid Document from the website) to keep track of the website specified in the NIT for Response to Pre Bid Queries and/or any addendum. The Response to Pre Bid Queries and/or any Addendum shall form part of this Bid document. The purpose of the meeting will be to clarify issues and to answer questions on any matter regarding the work that may be raised on or before the date of pre-bid meeting

- 3.1 The Language of documents and correspondence will be English.
- 3.7 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 to state local cost in INR and foreign currency payments in US Dollars only.

4.6 The time and date of submission: **15:00 hrs** on **26<sup>th</sup> June 2014** . The Technical Bid will be opened at the same day at **15:30 hrs**, in TNRDC Corporate Office.

5.2 The Bidder should satisfy the Minimum Qualification criteria under each category in addition to the minimum qualifying marks for every particular category, specified in the Appendix to Data Sheet. The total points assigned to Technical Evaluation criteria as follows are enclosed in the Appendix to this Data Sheet:-

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

**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	More than 20 years	2	0.50	<b><u>If the Bidder is a Joint Venture:-</u></b> Only Lead Partner's credentials shall be considered for evaluation
		More than 15 years	1.50		
		More than 10 years	1.00		
		More than 5 years	0.50		
		<b>Max Marks</b>	<b>2</b>		
2	Average Annual Turn over (Last 3 years) from Consultancy Business	More than 10 Crores	2	0.50	<b><u>If the Bidder is a Joint Venture:-</u></b> Lead Partner shall have minimum Average Annual Turn over (Last 3 years) from Consultancy Business of Rs.2 Crore and Other Partner shall have minimum Average Annual Turn over (Last 3 years) from Consultancy Business of Rs.1 Crore against this criteria
		8 to 10 Crores	1.50		
		6 to 8 Crores	1.00		
		4 Crores	0.50		
		<b>Max Marks</b>	<b>2</b>		
3	Experience as Supervisory Consultant (or) Construction Supervision in Highway Projects ( 4 (or) 6 Laning) with minimum 30 Km length during last 10 Financial years starting from FY 2003-2004	7 or more Projects	10	5.0	<b><u>If the Bidder is a Joint Venture:-</u></b> Lead Partner should have experience in minimum 2 Projects against this criteria
		6 Projects	9		
		5 Projects	8		
		4 Projects	7		
		3 Projects	6		
		2 Projects	5		
		<b>Max Marks</b>			

Widening of East Coast Road (ECR) From Double Lane Into Four Lane From KM 22/300 to KM 55/800, Including Improvements to curved stretches – 13 Nos & Junctions-7 Nos. from KM 55/800 to KM 135/500 in Chennai, Tamil Nadu

4	Experience in DPR preparation for Highway Projects ( 4 (or) 6 Laning ) with min 30 Km Length during last 10 Financial years starting from FY 2003-2004	More than or equal to 4 Projects	4	1.50	<b><u>If the Bidder is a Joint Venture:-</u></b> Lead Partner should have experience in minimum 1 Project against this criteria
		3 Projects	2.50		
		2 Projects	1.50		
		<b>Max Marks</b>	<b>4</b>		
5	Experience related to Major Structures in Construction Supervision / DPR / Design Review (Major Structures are those having length of more than 500 meter)	More than or equal to 4 Projects	2	1.0	<b><u>If the Bidder is a Joint Venture:-</u></b> Lead Partner should have experience in minimum 1 Project against this criteria
		3 Projects	1.50		
		2 Projects	1		
		<b>Max Marks</b>	<b>2</b>		

**(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	-	
		Approach for investigation, surveys and reviews authentication of drawings	2		
		Proposed plan for widening, utility shifting method based on cost effective approach	2		
		<b>Max Marks</b>	<b>6</b>		
2	Comments and Suggestion on ToR	<b>Max Marks</b>	<b>2</b>	-	
3	Work Programme and Manning Schedule	Optimization of manning schedule with respect to time and cost	1	-	

Widening of East Coast Road (ECR) From Double Lane Into Four Lane From KM 22/300 to KM 55/800, Including Improvements to curved stretches – 13 Nos & Junctions-7 Nos. from KM 55/800 to KM 135/500 in Chennai, Tamil Nadu

		Proposed work plan	1	
		<b>Max Marks</b>	<b>2</b>	

**(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:-		12 (In addition to minimum qualifying mark Should have minimum experience of 15 years and shall have minimum Experience in 4 Projects)	<b><u>If the Bidder is a Joint Venture:-</u></b>  This position should be nominated from the Rolls of Lead Partner
		Post Graduation in Highway Engineering	4.50		
		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	3		
		c) Worked as Project Manager / Resident Engineer / TL in Four laning / Six laning Highway Projects of value more than Rs.60 Crore or length greater than 30 Km			
		More than or equal to 4 Projects	6		
		More than or equal to 7 Projects	8		
		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	0.5		
<b>Max Marks</b>	<b>20</b>				

Widening of East Coast Road (ECR) From Double Lane Into Four Lane From KM 22/300 to KM 55/800, Including Improvements to curved stretches – 13 Nos & Junctions-7 Nos. from KM 55/800 to KM 135/500 in Chennai, Tamil Nadu

2	Senior Bridge Engineer	a) Educational Qualification:-		7.50	
		Post - Graduation in Structural Engineering	3.5		
		Mere Graduation in Civil Engineering	3		
		b) Professional Experience in Bridges			
		More than 20 years	3		
		More than 15 years	2		
		c) Involvement in Design of bridges of more than 200 m length	2		
		Additional mark in the case of permanent employee of the firm, satisfying the criteria under Para No.3.3 (ii) of Section - 2	0.5		
		<b>Max Marks</b>	<b>9</b>		
3	Traffic & Transport Expert	a) Educational Qualification:-		3 (In addition to Minimum qualifying mark of 3, the Candidate should be Graduate in Civil Engineering and should have minimum experience of 10 years )	
		Post Graduation in Traffic/Transportation Engineering	2.75		
		Mere Graduation in Civil Engineering	2		
		b) Experience in Traffic Management in Four laning / Six laning Projects and Experience in Design of Multi level interchanges			
		More than 15 years	2		
		More than 10 years	1		
		Additional mark in the case of permanent employee of the firm, satisfying the criteria under Para No.3.3 (ii) of Section - 2	0.25		
		<b>Max Marks</b>	<b>5</b>		

Widening of East Coast Road (ECR) From Double Lane Into Four Lane From KM 22/300 to KM 55/800, Including Improvements to curved stretches – 13 Nos & Junctions-7 Nos. from KM 55/800 to KM 135/500 in Chennai, Tamil Nadu

4	Senior Pavement Specialist	a) Educational Qualification:-		6	
		Post Graduation in Highway / Transportation / Geo-Technical (Foundation) 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	4.5		
		More than or equal to 10 Years	3		
		Additional mark in the case of permanent employee of the firm, satisfying the criteria under Para No.3.3 (ii) of Section - 2	0.5		
		<b>Max Marks</b>	<b>9</b>		
5	Senior Quality Cum Material Expert	a) Educational Qualification:-		6	
		Post Graduation in Geo-Technical / Foundation Engineering	3.75		
		Mere Graduation in Civil Engineering	3		
		b) Professional experience in similar capacity in 2 Highway Projects			
		More than or equal to 15 Years	4		
		More than or equal to 10 Years	3		
		Additional mark in the case of permanent employee of the firm, satisfying the criteria under Para No.3.3 (ii) of Section - 2	0.25		
		<b>Max Marks</b>	<b>8</b>		



Widening of East Coast Road (ECR) From Double Lane Into Four Lane From KM 22/300 to KM 55/800, Including Improvements to curved stretches – 13 Nos & Junctions-7 Nos. from KM 55/800 to KM 135/500 in Chennai, Tamil Nadu

6	Highway Engineer	a) Educational Qualification:-		5	
		Post Graduation in Highway Engineering	2.75		
		Mere Graduation in Civil Engineering	2		
		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		
		Additional mark in the case of permanent employee of the firm, satisfying the criteria under Para No.3.3 (ii) of Section - 2	0.25		
		<b>Max Marks</b>	<b>7</b>		
7	Bridge / Structural Engineer	a) Educational Qualification:-		5	
		Post Graduation in Structural Engineering	2.75		
		Mere Graduation in Civil Engineering	2		
		b) Professional experience in Bridge Construction and Supervision			
		More than or equal to 15 Years	4		
		More than or equal to 10 Years	3		
		Additional mark in the case of permanent employee of the firm, satisfying the criteria under Para No.3.3 (ii) of Section - 2	0.25		
		<b>Max Marks</b>	<b>7</b>		
8	Road Safety Expert	a) Educational Qualification:-			
		Post - Graduation in Traffic / Transportation / Highway Engineering	2.25		
		Mere Graduation in Civil Engineering	2		

Widening of East Coast Road (ECR) From Double Lane Into Four Lane From KM 22/300 to KM 55/800, Including Improvements to curved stretches – 13 Nos & Junctions-7 Nos. from KM 55/800 to KM 135/500 in Chennai, Tamil Nadu

	b) Experience in Road Safety works		4	
	More than or equal to 15 Years	2.50		
	More than or equal to 10 Years	2		
	Additional mark in the case of permanent employee of the firm, satisfying the criteria under Para No.3.3 (ii) of Section - 2	0.25		
	<b>Max Marks</b>	<b>5</b>		

SL. No	Description	Marks
1	<b>Total Maximum Marks</b>	<b>100</b>
2	<b>The Minimum Marks for getting Technically qualified is</b>	<b>75</b>

5.6 For conversion of US Dollars to Rupees, the rate of conversion shall be RBI reference rate as on the date 60 (sixty) days prior to the Proposal Due Date. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) day prior to the Proposal Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the average of buying and selling rates prevailing in Mumbai on the Relevant Date

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 at **Appendix A.**

Year of Establishment of Firm

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

S.No.	Particulars	2012-13	2011-12	2010-11
I	Annual turnover from Consulting Services			

**APPENDIX A**

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

1. Name of the work: **Supervisory Consultancy Services for the work -Widening of East Coast Road (ECR) From Double Lane Into Four Lane From KM 22/300 to KM 55/800, Including Improvements to curved stretches – 13 Nos & Junctions-7Nos. from KM 55/800 to KM 135/500 in Chennai, in the State of Tamil Nadu, India”**

- i. Year of establishment of firm \*

Consultant	Year of Establishment	Country	Type of Organization			
			Individual	Partnership	Corporation	Other
Individual / Lead Partner (of <b>Joint Venture</b> )						

NOTE:- Year of Establishment of Lead Partner of Joint Venture shall be considered.

\*Copy of Certificate of incorporation shall be submitted.

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

S.No.	Particulars	2012-13	2011-12	2010-11
I	Annual turnover from Consulting business			
Ii	Total Assets			
Iii	Current Assets			

\*\*a) The amount shall be stated in INR. For conversion of US Dollars to Rupees, the rate of conversion shall be RBI reference rate as on the date 60 (sixty) days prior to the Proposal Due Date. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) day prior to the Proposal Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the average of buying and selling rates prevailing in Mumbai on the Relevant Date

- b) The currency conversion rate for the respective years shall be mentioned for other international currencies.
- c) Audited balance Sheet/ Auditor Certificate of last 3 years ( 2010-11, 2011-12 & 2012-13) shall be submitted as evidence of Annual Turnover.

vii. Experience as Consultant/Construction supervision of (4 / 6 Laning) Highway projects (Minimum 30 km length ) during last 10 years. \* \* \*

S. No	Projects Name / Year	Type of Services Rendered	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.							
3.							

viii. Experience in DPR preparation of (4/6 Laning) Highway Projects (Minimum 30 km length) during last 10 years \* \* \*

S. No	Projects Name / Year	Type of Services Rendered	Length of Project (kms)	Client (with complete address contact person, telephone Nos. and Fax Nos.)	Fee in INR (Applicant's share in case of Joint Venture)	Period
1	2	3	4	5	6	8
Sole Consultant / Prime Consultant of Joint Venture / minor consultant of Joint Venture / (Road / Highway projects with or without bridges)						

- \*\*\* 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. Agreement copy with necessary certificate issued by the Statutory Auditor will also be accepted.
- b) The details of bridges having length more than 500m in the listed projects is to be specifically mentioned.
- c) In case the firm is claiming experience for a project which is completed as Joint Venture, 75% credit shall be considered if it was Lead Partner and 50% experience shall be considered if it is Joint Venture minor partner.”

**SECTION 4****FORMAT FOR SUBMISSION OF TECHNICAL PROPOSAL**

<b>Appendix B-1</b>	Technical proposal submission form.
<b>Appendix B-2</b>	Firm's comments and suggestions on the Terms of Reference and on data, services, and facilities to be provided by the TNRDC
<b>Appendix B-3</b>	Approach paper on methodology and work plan for performing the assignment.
<b>Appendix B-4</b>	Composition of the Team Personnel And Task(s) of each Team Partner
<b>Appendix B-5</b>	Format for Curriculum vitae (CV) of proposed Professional staff.
<b>Appendix B-6</b>	Time schedule for deployment of Professional staff
<b>Appendix B-7</b>	Activity (works) schedule.
<b>Appendix B-8</b>	Format for Bid Security
<b>Appendix B-9</b>	Format for Power of Attorney For Lead Partner Of Joint Venture
<b>Appendix B-10</b>	Format for Memorandum of Understanding (MoU)
<b>Appendix B-11</b>	Format for Board Resolutions for Companies Format for Under Taking For Individual Partners

**APPENDIX B-1**

**Technical proposal submission form:-**

FROM (Name of Firm)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TO: (Name and Address of Client)

**Chief General Manager  
Tamil Nadu Road Development Company Ltd.,  
Corporate Office: T.N.Matitime Board Building,  
171, 2<sup>nd</sup> Floor, South Kesavaperumal Puram,  
Pasumpon Muthuramalingam Road,  
(Greenways Road), Raja Annamalai Puram,  
Chennai – 600 028, Tamil Nadu, India.**

Ladies/Gentlemen:

- Subject:** Submission of Technical and Financial Proposal for engagement as “**Supervisory Consultancy Services for the work -Widening of East Coast Road (ECR) From Double Lane Into Four Lane From KM 22/300 to KM 55/800, Including Improvements to curved stretches – 13 Nos & Junctions-7Nos. from KM 55/800 to KM 135/500 in Chennai, in the State of Tamil Nadu, India**”

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

\*Lead Partner in case of  
Joint Venture

**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. Technical/Managerial Staff**

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

**2. Support Staff**

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

**APPENDIX B-5:**

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

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

Photograph



**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 (Degree Certificate).**
- e) Age of the personnel shall not be more than 65 years.**
- f) Experience Certificates from Employers to be attached.**

**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 TNRDC / contracting firm (firm to be supervised now) for any continuing work of TNRDC without completing my assignment. I will be available for the entire duration of the current project (Supervisory Consultancy Services for Widening of East Coast Road (ECR)). if I leave this assignment in the middle of the completion of the work, TNRDC would be at liberty to debar me from taking any assignment in any of the TNRDC works for an appropriate period of time to be decided by TNRDC. I have no objection if my services are extended by 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 TNRDC / Contracting firm (firm to be supervised now) for the ongoing projects. We understand that if the information about leaving the past assignment is known to TNRDC, TNRDC would be at liberty to remove the personnel from the present assignment and debar him for an appropriate period to be decided by 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	Month wise Program (in form of Bar Chart)												Number of Months
			[1 <sup>st</sup> , 2 <sup>nd</sup> , etc. are month from the start of assignment]												
			1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>	8 <sup>th</sup>	9 <sup>th</sup>	10 <sup>th</sup>	11 <sup>th</sup>	12 <sup>th</sup> and subsequent Months	
1															Subtotal (1)
2															Subtotal (2)
3															Subtotal (3)
4															Subtotal (4)
-															-
-															-

**APPENDIX B-7:**

**ACTIVITY (WORKS) SCHEDULE**

**A. Activity Schedule**

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

**B. Completion and submission of Reports**

S.No	Reports:	Programme: (Date)
1	Monthly reports (Design and Construction)	
2	Quarterly Reports	
3	Various other reports as provided in the Contract Agreement such as Completion Report	

**APPENDIX B- 8:**

***FORMAT FOR BID SECURITY***

**BID SECURITY**

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

To

**Chief General Manager**  
**Tamil Nadu Road Development Company Ltd.,**  
Corp. Office:  
171, 2nd Floor, Tamil Nadu Maritime Board Building,  
South Kesavaperumal Puram,  
Pasumpon Muthuramalingam Road (Greenways Road),  
Raja Annamalai Puram, Chennai – 600 028.  
Phone : 044- 2495 2800 / 2495 3800,  
Fax : 91-44-2493 3800  
Email : [tenders@tnrdc.com](mailto:tenders@tnrdc.com)  
Web site: [www.tnrdc.com](http://www.tnrdc.com)

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) 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 Consultant (hereinafter called the “RFP”) in lieu of the Bidder being required to make a cash deposit, 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 .....
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 ..... 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) days 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 ( 180 days after the last date of submission ) 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, 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 its 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.
6. 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.
7. 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.

- 8. We, the bank lastly undertake not to revoke this Guarantee during its currency.
- 9. Notwithstanding anything contained herein.
  - a) Our liability under the Bank Guarantee shall not exceed .....
  - b) The Bank Guarantee shall be valid upto [date], \_\_\_\_\_ 201\_.
  - 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 B-9:**

**FORMAT FOR POWER OF ATTORNEY FOR LEAD PARTNER OF JOINT VENTURE**

**POWER OF ATTORNEY**

**(On Non – judicial stamp paper of Rs 100 duly attested by notary public)**

Whereas the TNRDC, represented by Tamil Nadu Road Development Company Ltd (TNRDC) has invited proposals from the interested Bidders for rendering **“Supervisory Consultancy Services for the work - Widening of East Coast Road (ECR) From Double Lane Into Four Lane From KM 22/300 to KM 55/800, Including Improvements to curved stretches – 13 Nos & Junctions-7Nos. from KM 55/800 to KM 135/500 in Chennai, in the State of Tamil Nadu, India”** for a specified period (Not less than 27 Months)

Whereas, M/s \_\_\_\_\_ and M/s \_\_\_\_\_ (the respective names of the Partners along with address of their registered offices) have formed a Joint Venture and are interested in bidding for the Supervisory Consultancy Services Contract in accordance with the terms and conditions of the Request for Proposal (RFP), and other connected documents in respect of the Project, and

Whereas, it is necessary under the RFP for the Partners of the Joint Venture to designate one of them as the Lead Partner with all necessary power and authority to do for and on behalf of the Joint Venture, all acts, deeds and things as may be necessary in connection with the Joint Venture’s bid for the Project.

**NOW THIS POWER OF ATTORNEY WITNESSETH THAT:**

We, M/s \_\_\_\_\_ (the respective name of the Partner, other than the Lead Partner, along with address of their registered offices) do hereby designate the other Partner of the Joint Venture, M/s \_\_\_\_\_ (name of the Lead Partner, along with address of the registered office), as the Lead Partner of the Joint Venture, to do on behalf of the Joint Venture, all or any of the acts, deed or things necessary or incidental to the Joint Venture’s bid for the Project, including submission of Proposal, participating in pre-proposal conference, responding to queries, submission of information / documents and generally to represent the Joint Venture in all its dealings with TNRDC any other Government Agency or any person, in connection with Project until culmination of the process of bidding, execution of Consultancy Agreement and thereafter till the completion of Contract with TNRDC.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_.

[Executant(s)]

(To be signed by the other Partner in the Joint Venture other than the Lead Partner)

**.....Contd**

Accepted

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_

(To be signed by the Lead Partner)

Witness:

1. \_\_\_\_\_

2. \_\_\_\_\_

Note:-

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also wherever required, the executant(s) should submit for verification the extracts of the charter documents and documents such as resolutions/ Powers of attorney in favour of the persons executing this Power of attorney for the designation of power hereunder on behalf of the Bidder.

**APPENDIX B-10:**

**FORMAT FOR MEMORANDUM OF UNDERSTANDING (MoU)  
(On Non-Judicial stamp paper of Rs.100 duly attested by notary public)**

This Memorandum of Understanding (MoU) entered into this \_\_\_\_\_ day of \_\_\_\_201\_\_  
\_\_\_\_\_ at \_\_\_\_\_ Among \_\_\_\_\_ (herein  
\_\_\_\_\_  
(Party of the First Part)  
after referred as “\_\_\_\_\_”) and having office at \_\_\_\_\_  
\_\_\_\_\_  
(Party of the Second Part)  
And having office at \_\_\_\_\_.

The parties are individually referred to as Party and collectively as Parties.

WHEREAS Tamil Nadu Road Development Company Ltd. (TNRDC) has invited proposals from interested parties for **“Supervisory Consultancy Services for the work -Widening of East Coast Road (ECR) From Double Lane Into Four Lane From KM 22/300 to KM 55/800, Including improvements to curved stretches – 13 Nos & Junctions-7Nos. from KM 55/800 to KM 135/500 in Chennai, in the State of Tamil Nadu, India”** for an initial specified period of 27 months.

AND WHEREAS the parties have discussed and mutually agreed for formation of a Joint Venture for bidding for the said project and have reached an understanding on the following points with respect to the Parties rights and obligations towards each other and their working relationship.

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:

- (1) That the Parties hereby form a Joint Venture for bidding for the project;
- (2) Joint Venture hereby state that the party of the First Part, M/s \_\_\_\_\_ is nominated as the ‘Lead Partner’ of this Joint Venture;
- (3) Lead Partner, M/s \_\_\_\_\_ is hereby authorized to exercise all the obligations related to this Bidding which includes, but not limited to, submit the Bid, involve in the evaluation, negotiate, accept and execute the Agreement, in case the Bid is accepted;
- (4) Lead Partner, M/s \_\_\_\_\_ and the other Partner, M/s \_\_\_\_\_ are hereby jointly declare that this is only a Sole Joint Venture in which the either parties applying for this project; and other than this proposal, the either parties are not a Partner of any other Joint Venture applying for this project;
- (5) That M/s \_\_\_\_\_ who is the Lead Partner of the Joint Venture, commits to hold a Minimum credentials, which is specified in the RFP Document as Technical Criteria for qualification for Lead Partner, during the entire Currency of the Consultancy Agreement;

Widening of East Coast Road (ECR) From Double Lane Into Four Lane From KM 22/300 to KM 55/800, Including Improvements to curved stretches – 13 Nos & Junctions-7 Nos. from KM 55/800 to KM 135/500 in Chennai, Tamil Nadu

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(6) Whereas, that Partner other than Lead Partner M/s. \_\_\_\_\_, commits to hold a Minimum credentials, which is specified in the RFP Document as Technical Criteria for qualification for other Partner, during the entire Currency of the Consultancy Agreement;

(7) That the roles and the responsibilities of each party at each stage of the Bidding & execution shall be as follows:-

(i) Bidding Stage

(a) For Lead Partner

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

(b) For other than Lead Partner

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

(ii) During Execution Stage

(a) For Lead Partner

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

(b) For other than Lead Partner

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

(8) That the parties shall be jointly and severally liable for the Consultancy Services in accordance with the terms of the RFP Document;

Widening of East Coast Road (ECR) From Double Lane Into Four Lane From KM 22/300 to KM 55/800, Including Improvements to curved stretches – 13 Nos & Junctions-7 Nos. from KM 55/800 to KM 135/500 in Chennai, Tamil Nadu

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- (9) That the Parties of firm that they shall render the Services in good faith and shall take all necessary steps to see the Project through expeditiously. They shall not negotiate with any other party for this project;
- (10) That this MoU shall be governed in accordance with the laws of India and Courts in Chennai shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein;

In witness where of the Parties of firm that the information provided is accurate and true and have caused this MoU to be duly executed on the date and year above mentioned.

\_\_\_\_\_  
(Party on the first Part)

\_\_\_\_\_  
(Party on the Second Part)

Witness:

1. \_\_\_\_\_

2. \_\_\_\_\_

**APPENDIX B-11:**

**FORMAT FOR BOARD RESOLUTION FOR COMPANIES**

**Format for Lead Partner**

**“RESOLVED THAT** approval of the Board be and is hereby granted to the Company to join the Joint Venture with \_\_\_\_\_, (name and address of the Partner other than Lead Partner) for joint submission of bids to TNRDC for **“Supervisory Consultancy Services for the work -Widening of East Coast Road (ECR) From Double Lane Into Four Lane From KM 22/300 to KM 55/800, Including Improvements to curved stretches – 13 Nos & Junctions-7Nos. from KM 55/800 to KM 135/500 in Chennai, in the State of Tamil Nadu, India”**.”

**“RESOLVED FURTHER THAT** the “draft” Memorandum of Understanding (“MoU) to be entered into with the Joint Venture partners (a copy whereof duly initialled by the Chairman is tabled in the meeting) be and is hereby approved.”

**“RESOLVED FURTHER THAT** Mr. \_\_\_\_\_(name), \_\_\_\_\_(designation) be and is hereby authorised to enter into an MoU, on behalf of the company, with the Joint Venture Partners, to accept the Power of Attorney granted by the other Partners of the Joint Venture to act for and on behalf of the Joint Venture and to sign the bidding documents on behalf of the Joint Venture for submission of the bidding documents .”

**“RESOLVED FURTHER THAT** a Power of Attorney be granted in favour of Mr. \_\_\_\_\_ to exercise signing powers on behalf of the Company as Lead Partner of the Joint Venture and to do all such acts and things as may be necessary in connection with the bidding process.”

**Format for other Partner**

**“RESOLVED THAT** approval of the Board be and is hereby granted to the Company to join the Joint Venture with \_\_\_\_\_ (name and address of the Lead Partner) for joint submission of bids to TNRDC for **“Supervisory Consultancy Services for the work -Widening of East Coast Road (ECR) From Double Lane Into Four Lane From KM 22/300 to KM 55/800, Including Improvements to curved stretches – 13 Nos & Junctions-7Nos. from KM 55/800 to KM 135/500 in Chennai, in the State of Tamil Nadu, India”**.”

**“RESOLVED FURTHER THAT** the “draft” Memorandum of Understanding (MoU) to be entered into with the Joint Venture partners (a copy whereof duly initialled by the Chairman is tabled in the meeting) be and is hereby approved.”

**“RESOLVED FURTHER THAT** Mr. \_\_\_\_\_ (name), \_\_\_\_\_ (designation) be and is hereby authorised to enter into an MoU with the Joint Venture Partners and execute a Power of Attorney in favour of \_\_\_\_\_ to act as the Lead Partner”

**FORMAT FOR UNDERTAKING FOR INDIVIDUAL PARTNERS**

**On the Letter head of the Individual (In case the Partner is not a Company or where the Bidder is not a Company)**

**Format for Lead Partner**

I/We \_\_\_\_\_ hereby agree to join the Joint Venture with \_\_\_\_\_ (name and address of the Partner other than Lead Partner) for joint submission of bids to TNRDC for **“Supervisory Consultancy Services for the work -Widening of East Coast Road (ECR) From Double Lane Into Four Lane From KM 22/300 to KM 55/800, Including Improvements to curved stretches – 13 Nos & Junctions-7Nos. from KM 55/800 to KM 135/500 in Chennai, in the State of Tamil Nadu, India”**

I /We also approve the Memorandum of Understanding (“MoU) to be entered into with the Joint Venture partners.

I/We also authorise Mr. \_\_\_\_\_ (name), \_\_\_\_\_ (designation) to enter into an MoU with the Joint Venture Partner, to accept the Power of Attorney granted by the other Partner of the Joint Venture to act for and on behalf of the Joint Venture and to sign the bidding documents on behalf of the Joint Venture for submission of the bidding documents.”

**Format for Partners**

I/We \_\_\_\_\_ hereby agree to join the Joint Venture with \_\_\_\_\_ (name and address of the Lead Joint Venture Partner) for joint submission of bids to TNRDC for **“Supervisory Consultancy Services for the work -Widening of East Coast Road (ECR) From Double Lane Into Four Lane From KM 22/300 to KM 55/800, Including Improvements to curved stretches – 13 Nos & Junctions-7Nos. from KM 55/800 to KM 135/500 in Chennai, in the State of Tamil Nadu, India”** (location of project)”,

I /We also approve the Memorandum of Understanding (“MoU) to be entered into with the Joint Venture partners

I/We also authorise Mr. \_\_\_\_\_ (name), \_\_\_\_\_ (designation) to enter into an MoU with the Joint Venture Partner, and execute a Power of Attorney in favour of \_\_\_\_\_ to act as the Lead Partner”

*Each applicant will have to attach its Board Resolution/ Undertaking as the case may be, approving the participation in the Joint Venture, bidding for the Project and authorizing a company official to sign the bidding documents / Power of Attorney to the Lead Partner.*

**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 local currency costs

**Appendix C-4** Breakdown of foreign currency cost.



Widening of East Coast Road (ECR) From Double Lane Into Four Lane From KM 22/300 to KM 55/800, Including Improvements to curved stretches – 13 Nos & Junctions-7 Nos. from KM 55/800 to KM 135/500 in Chennai, Tamil Nadu

**APPENDIX C-1 : FINANCIAL PROPOSAL SUBMISSION FORM**

**FROM (Name of Firm)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TO:**

**Chief General Manager  
Tamil Nadu Road Development Company Ltd.,  
Corporate Office: T.N.Matitime Board Building,  
171, 2<sup>nd</sup> Floor, South Kesavaperumal Puram,  
Pasumpon Muthuramalingam Road,  
(Greenways Road), Raja Annamalai Puram,  
Chennai – 600 028, Tamil Nadu, India.  
Email : [tenders@tnrdc.com](mailto:tenders@tnrdc.com)  
Website: [www.tnrdc.com](http://www.tnrdc.com)**

**Subject: “Supervisory Consultancy Services for the work -Widening of East Coast Road (ECR) From Double Lane Into Four Lane From KM 22/300 to KM 55/800, Including Improvements to curved stretches – 13 Nos & Junctions-7Nos. from KM 55/800 to KM 135/500 in Chennai, in the State of Tamil Nadu, India”.**

We, the undersigned, offer to provide the Supervisory 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 Currency	Purpose of Commission or 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

\*Lead Partner in case of Joint Venture

**APPENDIX C-2: SUMMARY OF COSTS**

<b>No.</b>	<b>Description</b>	<b>Amount (LC)*</b>	<b>Amount (FC)**</b>
	<b>Local Consultants</b>		
I	Remuneration for Local Professional Staff		
II	Supporting Staff		
III	Transportation		
IV	Duty Travel to Site (If applicable)		
V	Office Rent		
VI	Office Supplies, Utilities and Communication		
VII	Office Furniture and Equipment		
VIII	Reports and Document Printing		
IX	Survey Equipment with Survey Party and Vehicle		
X	Provisional Sum		
	<b>Sub Total Local Consultant</b>		
	<b>Foreign Consultants</b>		
F-1	Remuneration for Expatriate Staff		
F-II	Mobilisation and Demobilisation		
F-III	Accommodation for Consultants' Staff		
F-IV	Other Costs		
	<b>Subtotal Foreign Consultants</b>		
	Consultancy Services Tax Payable in India		
	<b>Total Costs (Including Service Tax)</b>		

LC\* Local Currency FC\*\* in US Dollar

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

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

**I. REMUNERATION FOR LOCAL PROFESSIONAL STAFF**

No	Position	Name	Rate	No. of man-months*	Amount
	<b>Key Personnel (Professional Staff)</b>				
1	Team Leader cum Senior Highway Engineer				
2	Senior Bridge Design Engineer				
3	Traffic & Transportation Expert				
4	Senior Pavement Specialist				
5	Senior Quality cum Material Expert				
6	Financial Expert				
7	Legal Expert				
8	Road Safety Expert				
	<b>Sub – Total</b>				
	<b>Sub-Professional</b>				
1	Survey Engineer				
2	Highway Design Engineer				
3	Assistant Highway Engineer				
4	Bridge/Structural Engineer				
5	CAD Expert				
6	Assistant Bridge Engineer				
7	Assistant Quality cum Material Engineer				
8	Electrical Engineer				
9	Quantity Survey Engineer				
10	Environmental Engineer				
	<b>Sub Total</b>				
	<b>Total</b>				

\*The man-month against each key personnel/sub – professional shall be same as specified in Enclosure A.

**II Support Staff**

No	Position	Name	Staff Months	Billing Rate ( )	Amount ( )
1	Office Manager ( 1 no)		27		
2	Accountant ( 1 no)		27		
3	Cashier (1 no )		27		
4	Steno ( 1 no)		27		
5	Computer Operator ( 1 no)		27		
6	Guard ( 2 no )		2 x 27 = 54		
7	Office Boy ( 2 no )		2 x 27 = 54		
				<b>Total :</b>	

**Note:** For the first 27 months from the Date of Commencement of Services, Consultants shall be paid billing rates as indicated above. *Beginning 28<sup>th</sup> month of the services provided, billing rates shall be increased @ 8 % for the subsequent period of services rendered by the personnel of following categories namely (i) key Personnel; (ii) sub-Professional personnel and (iii) Support staff.* This increase shall not be applicable for other items. However, for evaluation of proposals, the quoted initial rate (as applicable for first 27 months) shall be multiplied by the total time input for each position on their contract, i.e. without considering the increase in the billing rates.

**III. Transportation (Fixed rate on rental basis)**

The vehicles provided by the Consultants shall include the cost for rental, drivers, repairs, insurance, etc. an indicative distance run by each vehicle per month is 4000 km, but it may vary, for which no extra payment will be made.

No	Description of Vehicles	Qty. (No. of vehicle – month)	Rate / Vehicle – Month	Amount ( )
1	Innova / Scorpio or equivalent for Key Personnel	2*27 = 54		
2	Ambassador or Indica or equivalent for Sub-Professional & Support Staff	2*27 = 54		

Widening of East Coast Road (ECR) From Double Lane Into Four Lane From KM 22/300 to KM 55/800, Including Improvements to curved stretches – 13 Nos & Junctions-7 Nos. from KM 55/800 to KM 135/500 in Chennai, Tamil Nadu

			<b>Total :</b>	
--	--	--	----------------	--

**IV. Duty Travel to Consultants Head quarters (Fixed Costs): Professional and Sub-Professional Staff**

No	Trips	Number of Trips	Rate*	Amount
1	Site to Consultants Head Quarters and back*	12		

\* Rate quoted includes Hotel charges, travel cost etc. complete.

**V. Office Rent (Fixed Costs) – Minimum 200 sqm area of office shall be rented.**

The rent cost includes electricity and water charges, maintenance, cleaning, repairs, etc. complete.

No of Months	Rate / Month	Amount
27		

**VI. Office Supplies, Utilities and Communication (Fixed Costs)**

No	Item	Months	Monthly Rate	Amount in Rs.
1	Office supplies	27		
2	Drafting Supplies	27		
3	Computer Running Costs	27		
4	Domestic and International Communication	27		

**VII. Office Furniture and Equipment (Rental)**

(Brand new Furniture and Equipment shall be mandatory at the time of commencement of services)

No	Description	Unit	Qty	Rate / Month/ unit (Rs.)	Period in Months	Amount (Rs.)
<b>Office Furniture (Rental/Hire)</b>						
1	Executive Table (Godrej make, model No. T-108 or equivalent)	each	3		27	
2	Executive Chairs (Godrej make, model No. PCH-701 or equivalent)	each	3		27	
3	Tables (Godrej make, model No. T-104 Or equivalent)	each	6		27	
4	Ordinary Chairs Type-1 (Godrej make, model No T-CHR –6 or equivalent)	each	14		27	
5	Tables (For all other staff) (Godrej make, model No.T-101 or equivalent)	each	4		27	
6	Ordinary Chairs – Type II (for all other staff) (Godrej make, model No.CHR-6 or equivalent)	each	5		27	
7	Steel Almirah 1980mm x 915mm x 485mm (Godrej make, model No. 1 Storewell plain or equivalent)	each	3		27	
8	Steel Almirah 1270mm x 765mm x 440mm (Godrej make, model minor plain or equivalent)	each	4		27	
9	Steel Cash Chest of size 1.5’ x 1.5’ (450 mm x 450 mm) (approx.) (Godrej make, or equivalent)	each	1		27	
10	Drawer filling cabinet with visa file suspension system (Godrej make, or equivalent)	each	5		27	
11	Visitors chairs/Conference room chairs (Godrej make, model No. DCH7004 or Equivalent)	each	8		27	
12	Tables for computers with 3 drawers, key board/mouse pull out trays size 1664mm x 900 (Godrej make. Or Equivalent as per Engineer’s design)	each	2		27	

Widening of East Coast Road (ECR) From Double Lane Into Four Lane From KM 22/300 to KM 55/800, Including Improvements to curved stretches – 13 Nos & Junctions-7 Nos. from KM 55/800 to KM 135/500 in Chennai, Tamil Nadu

13	Printer desks (Godrej make or equivalent)	each	2		27	
14	Side tables (Godrej make or equivalent)	each	2		27	
15	Conference Table (Godrej make, model No. T-12 or equivalent)	each	1		27	
16	Revolving Chairs for Computer Room / Drawing room	each	3		27	
	<b>Office Equipment (Rental/Hire with Consumables)</b>					
1	Telephone with PABX facilities (2 external lines & 10 internal lines)	each	2		27	
2	Photocopier	each	1		27	
3	Fax	each	1		27	
4	Air-Conditioner (1.5 Ton)	each	4		27	
5	Computer PC (state of the art)	each	5		27	
6	Laser Jet Printers	each	2		27	
7	Ink Jet Printers	each	1		27	
8	Diesel Generator (33 KVA) with running cost	each	1		27	
9	Engineering Plan Printer	each	1		27	
10	Binding Machine	each	1		27	

Widening of East Coast Road (ECR) From Double Lane Into Four Lane From KM 22/300 to KM 55/800, Including Improvements to curved stretches – 13 Nos & Junctions-7 Nos. from KM 55/800 to KM 135/500 in Chennai, Tamil Nadu

11	Plotter A0 size	each	1		27	
12	Overhead Projector (PowerPoint)	each	1		27	
13	Refrigerator - 165 liters	each	1		27	
14	Software	LS	LS		27	
<b>Total</b>						

**VIII Reports and Document Printing**

No	Description	No of Reports	No. of Copies per Report	Total Nos. of copies	Rate per Copy ( )	Amount
1	Monthly reports (Design and Construction)	27	4	108		
2	Quarterly Reports	8	4	32		
3	Various others reports as provided in the Contract Agreement	20	4	80		
				<b>Total</b>		

**IX. Survey Equipment with Survey Party and Vehicle etc complete**

Description	Nos. of Months	Rate / Month	Amount
Rental cost towards Survey Equipment (GPS/Total station /Auto Level) with semiskilled survey Party (4 persons) and one dedicated vehicle for Survey Party (inclusive of vehicle rental driver's salary, fuel operation and maintenance etc complete) with rods, flags and other sundries	18		



**X. Provisional Sum**

A fixed amount of Indian Rupees ONE MILLION shall be included in the Financial Proposal as provisional sum and shall be operated with the specific approval from TNRDC.

**APPENDIX C-4: BREAK UP OF COSTS IN FOREIGN CURRENCY**

<b>No</b>	<b>Description</b>	<b>INR</b>	<b>US \$</b>
F-I	Remuneration for Expatriate Staff		
F-II	Mobilisation and De mobilization  1. International Airfares  2. Inland travel in Home Country  3. Inland Travel in Clients Country  4. Excess Luggage Allowance  5. Unaccompanied Luggage Allowance  6. Relocation/Storage Allowance  7. Miscellaneous Travel Expenses  8. Temporary Lodging during Mobilization/demobilization  9. Establishment  10. Exit charges		
F-III	Accommodation of Consultant’s Expatriate Staff		
F-IV	Other costs		
	<b>TOTAL COSTS ( )</b>		

**I. “Remuneration for Expatriate Staff**

No	Position	Name	Years 1 to 3		
			Monthly Billing rate (in Us\$)	No. of Man – Month	Amount (US \$)
			<b>Total</b>		

**II. Mobilization and Demobilization**

1. International Airfares (Reimbursable)  
(Economy Class)

Position \_\_\_\_\_

\_\_\_\_\_

Total \_\_\_\_\_

Total costs for round trips home office to site at cost per person per round trip conform to the official IATA economy class fares

2. Inland Travel in Home Country (Fixed Rate)

Total cost for travel between consultants’ Head office and airport

\_\_\_\_\_ No of trips x Rate \_\_\_\_\_

3. Inland Travel in Overseas Country (Fixed Rate)

Local cost for travel from the airport to hotel

\_\_\_\_\_ No of trips x Rate \_\_\_\_\_

4. Excess Luggage Allowance (Reimbursable)

At cost per person per single trip to conform to the Official IATA rates

\_\_\_\_\_ No of family x \_\_\_\_\_ kg. x Rate \_\_\_\_\_

5. Unaccompanied Luggage Allowance (Fixed Rate)

At cost per family per round trip

\_\_\_\_\_ No of family x \_\_\_\_\_ kg. x Rate \_\_\_\_\_

6. Relocation/Storage Allowance (Fixed Rate)

For long term staff with an assignment of more than 12 months

\_\_\_\_\_ Family (es) x Rate \_\_\_\_\_

7. Travel Documents and Miscellaneous Costs (Fixed Rate)

Travel documents, visa, health certificates, etc.

(a) Short term staff, first trip

\_\_\_\_\_ No of Staff x Rate \_\_\_\_\_

(b) Short term staff subsequent trips

\_\_\_\_\_ No of Staff x Rate \_\_\_\_\_

(c) Long term staff first trip

\_\_\_\_\_ Family (es) x Rate \_\_\_\_\_

(d) Long term staff subsequent trip

\_\_\_\_\_ Family(es) x Rate \_\_\_\_\_

Total \_\_\_\_\_

8. Temporary Lodging during Mobilization/Demobilization (Reimbursable)

\_\_\_\_\_ Family x \_\_\_\_\_ day(s) x Rate \_\_\_\_\_ \

9. Establishment allowance (Fixed Rate)

Expenses for legal documents in country extension

Of permits, work permits, etc.

(a) For short term staff assignments less than 6 months

\_\_\_\_ Person (s) x Rate \_\_\_\_\_

(b) Long term staff

\_\_\_\_ person(s) x \_\_\_\_\_ trip (s) x Rate \_\_\_\_\_

**Total:** \_\_\_\_\_

10. Exit Charges (Reimbursable)

Allow for expatriate staff with assignments of

More than 6 months per exit at cost

\_\_\_\_ person(s) x) \_\_\_\_\_ trip(s) x Rate \_\_\_\_\_

**III. Accommodation for Consultants' Expatriate Staff (Fixed Rate)**

1. Per Diem allowance Short Term Staff

Total \_\_\_\_\_ staff month's of \_\_\_\_\_ days is \_\_\_\_\_ days

Reimbursement of the cost will be on actual day basis.

\_\_\_\_ days x Rate \_\_\_\_\_

2. Housing of Long Term Expatriate Staff (Fixed Rate)

Housing including furniture, costs for utilities and maintenance has to be

Arranged for 1 family

\_\_\_\_ Months x Rate \_\_\_\_\_

**IV. Other Costs (Reimbursable)**

Purchase of documents

Budget for purchase of documents, books, maps

Software, International standards etc. to be

Reimbursed at actual cost. Allow as ceiling amount

**SECTION 6:**

**TERMS OF REFERENCE FOR SUPERVISORY CONSULTANCY SERVICES**

*This shall be read and interpreted in conjunction with Consultancy Agreement and Schedules given in Website*

**1 Scope**

- 1.1 These Terms of Reference for the Consultant (the “**TOR**”) are being specified pursuant to the Contract Agreement dated ..... (the “**Agreement**”), which has been entered into between the TNRDC and ..... (the “**Consultant**”) for “Widening of East Coast Road (ECR) From Double Lane Into Four Lane From KM 22/300 to KM 55/800, Including Improvements to curved stretches – 13 Nos & Junctions-7 Nos. from KM 55/800 to KM 135/500” in Chennai, in the State of Tamil Nadu, India, and a copy of which is annexed hereto and marked as Annex-A to form part of this TOR.
- 1.2 This TOR shall apply to widening of the Four-Lane Project Highway.

**2 Definitions and interpretation**

- 2.1 The words and expressions beginning with or in capital letters used in this TOR and not defined herein but defined in the Agreement shall have, unless repugnant to the context, the meaning respectively assigned to them in the Agreement.
- 2.2 References to, Clauses and Schedules in this TOR shall, except where the context otherwise requires, be deemed to be references to the, Clauses and Schedules of the Agreement, and references to Paragraphs shall be deemed to be references to Paragraphs of this TOR.
- 2.3 The rules of interpretation stated in clauses 1.2, 1.3 and 1.4 of the Agreement shall apply, mutatis mutandis, to this TOR.

**3 Role and functions of the Supervisory Consultancy Services**

- 3.1 The role and functions of the Consultant shall include the following:
- (i) review and approval of the project execution plan submitted by the Contractor;
  - (ii) review and approval of the Drawings and Documents if required.
  - (iii) review, inspection and monitoring of Construction Works as set forth in Paragraph 5;
  - (iv) conducting Tests on completion of construction and issuing Completion/ Provisional Certificate as set forth in Paragraph 5;

- (v) during the construction period, at the end of every month , verify the running Account bill submitted by the contractor and submit TNRDC for payment with recommendations. The Running Account Bill should accompany the RFI details, joint measurement details and quality test reports related to the bill;
- (vi) determining, as required under the Agreement, the period or any extension thereof, for performing any duty or obligation;
- (vii) to assist TNRDC in obtaining estimates for various utility providers like EB,CMWSSB, TWAD, Revenue Authorities etc, including follow up action.
- (viii) assisting the Parties in resolution of disputes as set forth in Paragraph 9; and
- (ix) undertaking all other duties and functions in accordance with the Agreement.
- (x) **assisting the TNRDC with relevant clauses of codes and Practices for any situation that may arise at any point of time to arrive at a proper decision in all matters**

3.2 *The Supervisory Consultant* shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice.

#### **4. Deleted**

#### **5 Construction Period**

5.1 *In respect of the Drawings, Documents and Safety Report received by the Supervisory Consultant for its review and comments during the Construction Period.*

5.2 The Supervisory Consultant shall review the monthly progress report furnished by the Contractor and send its comments thereon to the TNRDC and the contractor within 7 (seven) days of receipt of such report.

5.3 The Supervisory Consultant shall inspect the Construction Works and the Project Highway frequently in a month and make out a report of such inspection (the “**Inspection Report**”) setting forth an overview of the status, progress, quality and safety of construction, including the work methodology adopted, the materials used and their sources, and conformity of Construction Works with the Scope of the Project and the Specifications and Standards. In a separate section of the Inspection Report, the Supervisory Consultant shall describe in reasonable detail the lapses, defects or deficiencies observed by it in the construction of the Project Highway. The Inspection Report shall also contain a review of the maintenance of the existing lanes in conformity with the provisions of the Agreement. The Supervisory Consultant shall send a copy of its Inspection Report to TNRDC and the Contractor within 7 (seven) days of the inspection.

5.4 Deleted.

5.5 For determining that the Construction Works conform to Specifications and Standards, the Supervisory Consultant shall require the Contractor to carry out, or cause to be carried out, tests on a sample basis, to be specified by the Supervisory Consultant in accordance with Good Industry Practice for quality assurance. For purposes of this Paragraph 5.5, the tests specified in the IRC Special Publication-11 (Handbook of Quality Control for Construction of Roads and Runways) and the Specifications for Road and Bridge Works issued by MORTH (the “**Quality Control**”

- Manuals**”) or any modification/substitution thereof shall be deemed to be tests conforming to Good Industry Practice for quality assurance. The Supervisory Consultant shall issue necessary directions to the Contractor for ensuring that the tests are conducted in a fair and efficient manner, and shall monitor and review the results thereof.
- 5.6 The sample size of the tests, to be specified by the Supervisory Consultant under Paragraph 5.5, shall comprise number of tests prescribed for each category or type of tests in the Quality Control Manuals.
- 5.7 The timing of tests referred to in Paragraph 5.5, and the criteria for acceptance/ rejection of their results shall be determined by the Supervisory Consultant in accordance with the Quality Control Manuals. The tests shall be undertaken on a random sample basis and shall be in addition to, and independent of, the tests that may be carried out by the Contractor for its own quality assurance in accordance with Good Industry Practice.
- 5.8 In the event that the Consultant carries out any remedial works for removal or rectification of any defects or deficiencies, the Supervisory Consultant shall require the Contractor to carry out, or cause to be carried out, tests to determine that such remedial works have brought the Construction Works into conformity with the Specifications and Standards, and the provisions of this Paragraph 5 shall apply to such tests.
- 5.9 In the event that the Consultant fails to achieve any of the Project Milestones, the Supervisory Consultant shall undertake a review of the progress of construction and identify potential delays, if any. If the Supervisory Consultant shall determine that completion of the Project Highway is not feasible within the time specified in the Agreement, it shall require the Contractor to indicate within 15 (fifteen) days the steps proposed to be taken to expedite progress, and the period within which the Project Completion Date shall be achieved. Upon receipt of a report from the Contractor, the Supervisory Consultant shall review the same and send its comments with recommendation to TNRDC for consideration and extension of time.
- 5.10 If at any time during the Construction Period, the Supervisory Consultant determines that the Contractor has not made adequate arrangements for the safety of workers and Users in the zone of construction or that any work is being carried out in a manner that threatens the safety of the workers and the Users, it shall make a recommendation to the TNRDC forthwith, identifying the whole or part of the Construction Works that should be suspended for ensuring safety in respect thereof.
- 5.11 In the event that the Contractor carries out any remedial measures to secure the safety of suspended works and Users, it may, by notice in writing, require the Supervisory Consultant to inspect such works, and within 3 (three) days of receiving such notice, the Supervisory Consultant shall inspect the suspended works and make a report to the TNRDC forthwith, recommending whether or not such suspension may be revoked by the Authority.
- 5.12 If suspension of Construction Works is for reasons not attributable to the Contractor, the

Supervisory Consultant shall determine the extension of dates set forth in the Project Completion Schedule, to which the Contractor is reasonably entitled, and shall notify TNRDC and the Contractor of the same.

- 5.13 The Supervisory Consultant to recommend to TNRDC for issue of completion certificate.
- 5.14 Upon reference from TNRDC, the Supervisory Consultant shall make a fair and reasonable assessment of the costs of providing information, works and services and certify the reasonableness of such costs for payment by the TNRDC to the Contractor.
- 5.15 Deleted.
- 5.16 *Deleted.*
- 5.17 Deleted
- 5.18 Assist TNRDC and Consultant in agreeing upon the time and cost for implementation of change of scope of works.

## **6 Deleted**

## **7 Termination**

- 7.1 At any time, not earlier than 90 (ninety) days prior to Termination but not later than 15 (fifteen) days prior to such Termination, the Supervisory Consultant shall, in the presence of a representative of the Contractor, inspect the Project Highway for determining compliance by the Contractor with the Divestment Requirements and, if required, cause tests to be carried out at the Contractor's cost for determining such compliance. If the Consultant determines that the status of the Project Highway is such that its repair and rectification would require a larger amount than the sum set forth in Clause 39.2, it shall recommend retention of the required amount in the Escrow Account and the period of retention thereof.
- 7.2 The Supervisory Consultant shall inspect the Project Highway once in every 15(fifteen) days during a period of 90 (ninety) days after Termination for determining the liability of the Contractor, in respect of the defects or deficiencies specified therein. If any such defect or deficiency is found by the Supervisory Consultant, it shall make a report in reasonable detail and send it forthwith to TNRDC and the Contractor.

## **8 Determination of costs and time**

- 8.1 The Supervisory Consultant shall determine the costs, and/or their reasonableness, that are required to be determined by it under the Agreement.
- 8.2 The Supervisory Consultant shall determine the period, or any extension thereof, that is required to be determined by it under the Agreement.



**9 Assistance in Dispute resolution**

- 9.1 When called upon by either Party in the event of any Dispute, the Supervisory Consultant shall mediate and assist the Parties in arriving at an amicable settlement.
- 9.2 In the event of any disagreement between the Parties regarding the meaning, scope and nature of Good Industry Practice, as set forth in any provision of the Agreement, the Supervisory Consultant shall specify such meaning, scope and nature by issuing a reasoned written statement relying on good industry practice and authentic literature.

**10 Other duties and functions**

The Supervisory Consultant shall perform all other duties and functions specified in the Agreement.

**11 Miscellaneous**

- 11.1 Deleted.
- 11.2 A copy of all communications, comments, instructions, Drawings or Documents sent by the Supervisory Consultant to the Contractor pursuant to this TOR, and a copy of all the test results with comments of the Supervisory Consultant thereon shall be furnished by the Contractor to TNRDC forthwith.
- 11.3 The Supervisory Consultant shall obtain, and shall furnish in two copies thereof, all communications and reports required to be submitted, under this Agreement, by the Contractor to the Supervisory Consultant, whereupon the Contractor shall send one of the copies to TNRDC along with its comments thereon.
- 11.4 The Supervisory Consultant shall retain at least one copy each of all Drawings and Documents received by it, including 'as-built' Drawings, and keep them in its safe custody.
- 11.5 Upon completion of its assignment hereunder, the Supervisory Consultant shall duly classify and list all Drawings, Documents, results of tests and other relevant records, and hand them over to TNRDC or such other person as TNRDC may specify, and obtain written receipt thereof. Two copies of the said documents shall also be furnished in micro film form or in such other medium as may be acceptable to TNRDC.

**12 PERFORMANCE CLAUSE**

Supervisory Consultant shall be expected to fully comply with all the provisions of the 'Terms of Reference', and shall be fully responsible for supervising the Construction and ensuring that the execution takes place in accordance with the provisions of the Contract Agreement and other schedules. Any failure of the Supervisory Consultant in notifying to TNRDC, non-compliance of the provisions of the **Contract Agreement** by the **Contractor** and non-adherence to the provision prescribed under the ToR, shall amount to non-performance.

The Supervisory Consultant shall appoint its authorized representative, who shall recommend on behalf of the SC, the Provisional Completion Certification and Completion Certificate to TNRDC for taking a decision.

### **13. CONSULTANT'S PROPOSAL**

13.1 List of key personnel to be fielded by the Consultants shall be as below:

- i.) Team Leader Cum Senior Highway Engineer
- ii.) Senior Bridge Engineer
- iii.) Traffic and Transportation Expert
- iv.) Senior Pavement Specialist
- v.) Senior Quality cum Material Expert
- vi.) Financial Expert
- vii.) Legal Expert
- viii.) Road Safety Expert

13.2 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 Para 5.3 of Data Sheet. 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 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 Supervisory Consultancy Services, 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.

13.3 In addition to above, consultants are required to propose other key personnel, sub-professional staff and other field engineers as detailed in Enclosure-A and the qualification requirements for the same are enclosed in Enclosure-B.

**14. PERIOD OF SERVICES**

14.1 The appointment of the Supervisory Consultant shall initially be for a period of 27 months. The proposed manpower deployment for this period shall be matching the activities to be performed during the said period. The time frame for services during the deployment of key personnel during this period shall be as shown in Enclosure A. In case of extended period, revised pattern of Manning schedule will be given by TNRDC based on the requirement to complete the balance works

**15. PERFORMANCE SECURITY**

The successful consulting firm shall have to submit a Bank Guarantee (BG) for an amount of **2.50%** of the Contract Value within 7 days of execution of agreement. The BG shall be valid for a period of **30 Months** i.e. upto 3 months beyond the expiry of the Contract of **27 months**. The BG shall be in the format specified in Appendix I of draft contract form and furnished from a scheduled Bank. In case of foreign firm, the Bank Guarantee shall be issued by any scheduled Bank in India. In case of Joint Venture, the BG shall be furnished on behalf of the Joint Venture and not individually by the Partners

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*\* Clauses refer to the clauses in the Contract Agreement*

**Enclosure-A****MANMONTH INPUT FOR KEY PROFESSIONAL STAFF****SUPERVISORY CONSULTANTS****A Key Personnel**

<b>SL. No</b>	<b>Position</b>	<b>Proposed Man-Month</b>
1	Team Leader cum Senior Highway Engineer	27
2	Senior Bridge Engineer	27
3	Traffic and Transportation Expert	10
4	Senior Pavement Specialist	24
5	Senior Quality Cum Material Expert	27
6	Financial Expert	2
7	Legal Expert	2
8	Road Safety Expert	3

**B. Sub Professional Staff**

<b>SL No</b>	<b>Position</b>	<b>Man-Month in Construction</b>
1	Survey Engineer	24
2	Highway Engineer	27
3	Assistant Highway Engineer	24

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4	Bridge / Structural Engineer	27
5	CAD Expert	24
6	Assistant Bridge Engineer	24
7	Assistant Quality cum Material Engineer	24
8	Electrical Engineer	6
9	Quantity Survey Engineer	24
10	Environmental Engineer	4
11	Lab Technician	24
12	Field Engineer (Bridges)	24

Note: The qualification and experience of Sub Professional staff other than Highway Design Engineer and Bridge/Structural Engineer would not be accounted in the evaluation. However, Consultant shall have to get their CVs approved from TNRDC before mobilisation. The other inputs like support staff shall also be provided by the Consultant of an acceptable type commensurating with the roles and responsibilities of each position.

**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 and implementation activities of the Consultant. He shall check all the Designs being prepared by the Consultant, ensure execution of works on site as per specification and standards, and continuously interact with the TNRDC and the Consultant. He shall undertake Project site visits and shall guide, supervise, coordinate and monitor the work of other experts in his team as well as those of the Consultant. The candidate should have a proven record of supervising, organizing and managing of Project preparation and construction of highway projects of large magnitudes, as defined below, financed by international lending agencies and others. Knowledge of Project management shall be an added advantage.

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 handled as Team Leader or similar capacity at least four Project Preparation and Construction supervision work of major highway Project of four laning / six- laning/ expressway costing more than Rs. 600 million of at least 30 km length. He should have experience of operation and maintenance of major highway links

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

**SENIOR BRIDGE ENGINEER**

The Senior Bridge Engineer shall be responsible for checking 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 / Graduate in civil Engineering from a recognized University. Sr Bridge Engineer should have a minimum of 15 years experience in Bridges out of which a minimum of 15 years experience in similar capacity for major highway bridges is required. He should have involved in Construction of a major highway bridges having more than 200m length.

**TRAFFIC AND TRANSPORTATION EXPERT**

Shall review and check the traffic analysis, projection, and assignment exercises to be carried out by the Consultant. He shall also review/design of intersections and interchanges, toll plaza layout, toll collection method and user facilities, scheme for traffic management during construction period. He shall also study and comment on safety audit report prepared by the Consultant. The position requires minimum a graduate in Civil Engineering preferably with higher qualification in traffic and transportation engineering. The minimum period of professional experience is 10 years including at least 5 years on projects of similar nature, of which at least one should involve works of four laning/six-laning/expressway or similar project. The candidate should have enough knowledge on Design of multi level interchanges.

**SENIOR PAVEMENT SPECIALIST**

The expert shall be continuously interacting with the Consultant, to ensure life cycle cost effectiveness and viable design of pavement. He shall also be responsible for ensuring complete adherence to maintenance standards during Construction period. Thus, 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, Construction and its maintenance 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.

**SENIOR QUALITY/MATERIAL EXPERT**

The Quality/Material Expert shall review the test results of bore holes, quarry and borrow area material to find out their strength characteristics and suitability for using them in construction. He shall inspect the Consultant's field laboratories to ensure that they are adequately equipped and capable of performing all the specified testing requirements of the contract. He shall look into the quality assurance aspect of the construction works and supervise the setting-up of the various Consultant's rock crushers and bituminous mixing plants to ensure that the specified requirements for such equipments are fully met. The position requires a graduate in Civil Engineering, preferably Post Graduation in Geotechnical Engineering. He should have a minimum of 10 years of professional engineering experience including 5 years in similar capacity for major highway projects. He should have handled at least 2 similar highway projects in similar capacity. He should have exposure to quality assurance programs in highway projects using modern technology.

**FINANCIAL EXPERT**

The candidate shall have MBA (Finance) / Chartered Accountant. He should have 8 to 10 years experience as a Financial Advisor particularly in the field of project financing. Advisory experience in the field of transportation project would be desirable.

**LEGAL EXPERT**

Lawyer with over 8 years experience in contracts and financial documentation related to project financing. Advisory experience in transportation would be desirable.

**ROAD SAFETY EXPERT**

The candidate should be a graduate in Civil Engineering preferably Post Graduation in Traffic/Transportation/Highway Engineering. He should have at least 10 years of experience out of which 5 years should be in road safety works. The candidate should have undertaken at least 2 projects of roads safety audits, including at least 1 in design stages. The candidate should have international exposure in the fields of road safety management plan. Preference would be given to the candidates who have been involved in preparation of road safety policy for any nation/state/city.

**SUB PROFESSIONAL****SURVEY ENGINEER**

The candidate should be Graduate in Civil Engineering/Survey with at least 6 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 ENGINEER**

The Highway 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

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

**ASSISTANT HIGHWAY ENGINEER**

The Candidate should be Graduate in Civil Engineering with 5 years experience. He should have handled at least 1 road project.



**BRIDGE /STRUCTURAL ENGINEER**

The Bridge Engineer shall be responsible for supervising the works of bridges, interchanges and any other structure to be constructed by the Consultant for this project. The position requires a graduate in Civil Engineering, (preference would be given to Post Graduation in Structural Engineering). He should have minimum 10 years experience out of which at least 5 years in Construction of bridges/interchanges/any other structures. He should have supervised at least two major highway bridges. The candidate should have a thorough understanding and experience with international 'best practices', and of modern bridge construction technology.

**CAD EXPERT**

He should be Graduate in Civil Engineering/Computer Science having experience in computer related design method for highway engineering. The incumbent should have 3 years experience and should have handled at least 1 road project.

**ASSISTANT BRIDGE ENGINEER**

The Candidate should be Graduate in Civil Engineering with 5 years experience. He should have handled at least 1 major bridge project.

**ASSISTANT QUALITY CUM MATERIAL ENGINEER**

The Candidate should be Graduate in Civil Engineering with 5 years experience or diploma in Civil Engineering with 8 years experience. He should have handled at least 1 road project.

**ELECTRICAL ENGINEER**

The Candidate should be Graduate in Electrical Engineering from recognised institute. He should have at least 6 years experience.

**QUANTITY SURVEY ENGINEER**

The Candidate should be Graduate in Civil Engineering with 5 years experience in Quantity Survey assignments in similar nature of projects.

**ENVIRONMENTAL ENGINEER**

The Candidate should be Graduate in Civil Engineering / Environmental Engineering or other relevant qualification. He should have at least 6 years experience out of which 2 years in highway projects. He should have good knowledge of MOEF guidelines/requirements for mitigation measures.

**LAB TECHNICIAN**

The Candidate should be Diploma in Civil Engineering. He should have atleast 5 years experience in Highways projects.

**FIELD ENGINEER (BRIDGES)**

The candidate should be Graduate in Civil Engineering with atleast 5 years experience or Diploma in Engineering with atleast 10years experience in the construction of Major and Minor Bridges.

**SECTION 7:**

**DRAFT FORM OF CONTRACT**

**CONTRACT FOR SUPERVISORY CONSULTANCY SERVICES**

Between

-----

(Name of Client)

And

-----

(Name of Consultant)

Dated:

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**I. FORM OF CONTRACT**

This CONTRACT (hereinafter called the “Contract”) is made the \_\_\_\_\_ day of the \_\_\_\_\_ Month of \_\_\_\_\_, 201\_\_\_\_\_, between, on the one hand \_\_\_\_\_ (hereinafter Called the “Employer”) and, on the other hand, (hereinafter called the “Consultants”).

*[Note\*: If the Consultants consist of more than one entity, the above should be partially amended to read as follows: “*

“.....(hereinafter called the “Employer”) and, on the other hand, a Joint Venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultants’ obligations under this Contract, namely, \_\_\_\_\_ and \_\_\_\_\_ (hereinafter called “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.....

**II. GENERAL CONDITIONS OF CONTRACT****1. General Provisions****1.1 Definitions:-**

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in India 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 1 of such signed Contract;
- (c) “Effective Date” means the date on which this Agreement 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 General Conditions of Contract;
- (f) “Government” means the Government of Tamil Nadu;
- (g) “Local currency” means the Indian Rupees;
- (h) “Consultant” wherever mentioned in this Consultancy Agreement means the “Supervisory Consultancy Services”
- (i) “Partner”, in case the Consultant is a Joint Venture, consisting of more than one entity, means any of these entities, and “Partners” means all of these entities;
- (j) “Party” means the Client or the Consultant, as the case may be, and Parties means both of them;
- (k) “Personnel” means persons hired by the Consultant or by any Sub-Consultants and or Associates as Employees and assigned to the performance of the Services or any part thereof; “Foreign Personnel” means such persons who at the time of being so hired had their domicile outside the Country, “Local Personnel” means such persons who at the time of being so hired had their domicile inside the Country; and ‘key personnel’ means the personnel referred to in Clause GC 4.2 (a).

- (l) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- (m) "Services" means the work to be performed by the Consultant pursuant to this contract, as described in Appendix A hereto. The scope of work will be strictly as given in various Clauses in Terms of Reference (Annexure). The approach and methodology to be adopted by the Consultant for carrying out the assignment as Supervisory Consultancy Services may be modified depending on the site requirements and work programme of the Consultant after mutual discussions with M/s. Tamil Nadu Road Development Company Limited, (hereinafter called "TNRDC") the Consultant and the Consultant. The work plan as indicated by the Consultant may be modified according to the site requirements.
- (n) Deleted
- (o) "Third Party" means any person or entity other than the Government, the Client, the Consultant.
- (p) "Contractor" means the Consortium / Company which entered Contract Agreement with TNRDC to implement a Project envisaging Construction, and Widening of East Coast Road (ECR).
- (q) "Agreement" means the agreement signed by the parties hereto for Supervisory Consultancy Services for Widening of East Coast Road (ECR) in Chennai, in the State of Tamil Nadu.

## **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 Consultant. The Consultant, 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.

## **1.4 Language**

This Contract has been executed in the English 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 authorised 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 Authorised 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 Consultant may be taken or executed by the officials specified in the SC.

**1.10 Taxes and Duties**

Unless otherwise specified in the SC, the Consultant, 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 Consultant instructing the Consultant to begin carrying out the Services.

## 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 Consultant shall begin carrying out the Services when asked to do so by 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 as shall be specified in the SC.

### 2.4.1 Extension of Time

- (a) Supervisory Consultancy Services is required for **27 Months** duration, broadly assigned for the Construction Period
- (b) The selected Consultant shall be expected to have firm control on 'Scheduled Four Laning Date' and should explore all the possibilities and shall make all endeavors to achieve the concerned milestones of the contractor well within the target period.
- (c) However, there may be the case of delay in activities, and in such case, the appropriate Extension of Time (EoT) may be considered by the TNRDC in respect of Supervisory Consultancy Services.
- (d) In such cases, the following enhancement shall be applicable on quoted rates:-
  - (i) Under the provisions of Para No (II), Appendix C-3 of financial proposal submission form of Request for Proposal (hereinafter referred to as RFP) Document, beginning **28<sup>th</sup> month** of services, billing rates shall be increased @ 8% for the subsequent period of services rendered by the TNRDC approved personnel of following categories namely Key personnel, Sub-Professional and Support Staff. This shall be applicable for the period from **28 months to 39 months**
  - (ii) If any EoT is granted by the TNRDC/TNRDC beyond the 27 months time period, beginning 28<sup>th</sup> month of services, all the billing rates shall be based on the prevailing rate as on 27<sup>th</sup> month as base rate for such extension period for the required personnel and other infrastructure facilities as determined by the TNRDC.
  - (iii) New rates for further period beyond 39 months shall be fixed based on the mutually agreed rates between TNRDC and Supervisory Consultant Firm.

## 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 7.2 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 **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 of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 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. However the total cumulative period which can be extended because of Force Majeure, in a single incident or multiple incidents shall not be more than 60 days.

**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 **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 Consultant, 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 agreeing on appropriate measures to be taken in the circumstances.

**2.8. Suspension**

The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fail to perform any of its obligations under this Contract, including the carrying out of the services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant 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 Consultant (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 Consultant 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 Consultant become (or, if the Consultant 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 Consultant fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof;
- (d) if the Consultant submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultant know to be false;
- (e) if, as the result of Force Majeure, the Consultant 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) **At any point of time if it is observed by TNRDC that the Quality of Supervision is below standard, TNRDC reserves the right to terminate the services of the consultant after giving one month notice and settle all the dues for the services rendered by the consultant till date of termination.**

- (i) if Consultant represents to TNRDC that the Contractor is not discharging his duties in a fair, efficient and diligent manner and if the dispute remains unresolved.

### **2.9.2 By the Consultant**

The Consultant 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 Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 8 hereof within Sixty (60) days after receiving written notice from the Consultant 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 Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant notice specifying such breach;
- (c) if, as the result of Force Majeure, the Consultant 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 Consultant 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 Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Contractor and equipment and materials

furnished by the Client, the Consultant 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 Consultant (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;

### **2.9.6 Retention Money**

5% of each progress bill amount will be deducted in each progress bill and retained till the completion of work

### **2.9.7. 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 8 hereof.

## **3. Obligation of the Consultant**

### **3.1 General**

#### **3.1.1. Standard of Performance**

The Consultant 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 and effective equipment, machinery, materials and methods" The Consultant shall always" act, in respect of any matter relating to this Contract or to the Services, as 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 Consultant 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 Consultant and any Sub-consultants and or Associates, comply with the Applicable Law. TNRDC shall advise the Consultant in writing of relevant local customs and the Consultant shall, after such notifications, respect such customs.

### **3.2 Conflict of Interests**

#### **3.2.1 Consultant Not to Benefit from Commissions, Discounts, etc.**

The remuneration of the Consultant 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 Consultant 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 Consultant 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 Consultant, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with any applicable procurement guidelines of the 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 Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

#### **3.2.3 Consultant and Affiliates not to engage in Certain Activities**

The Consultant hereby agree that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-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 Consultant 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 India 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 Consultant, its 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 Consultant**

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

### 3.5 **Insurance to be Taken Out by the Consultant**

The Consultant (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 Consultant (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 **Consultant's Actions requiring Client's prior approval**

The Consultant 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 Consultant 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

(d) any other action that may be specified in Contract Agreement with the Consultant

### 3.8 **Reporting Obligations**

The Consultant 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 Consultant to be the property of the Client**

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

### 3.10 **Equipment and Materials furnished by the Client**

Equipment and materials made available to the Consultant by the Client, or purchased by the Consultant with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

## 4. **Consultant's Personnel and Sub-consultants and or Associates**

### 4.1 **General**

The Consultant 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 Consultant's Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the clients his name is listed as well.

(b) If required to comply with the provisions of Clause GC 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 Consultant 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 Consultant propose to use in the carrying out of the Services, the Consultant 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 thirty (30) 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 India 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) India 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 Consultant's 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 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 Consultant, it becomes necessary to replace any of the Personnel, the Consultant 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 Consultant 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, the Consultant 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 Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and
  - (ii) the remuneration to be paid 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% 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 TNRDC.
- (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 unauthorised leave or absence of any staff shall attract the penalty on pro-rata basis with respect to the man month rate.

#### 4.6 **Resident Project Manager**

If required by the SC, the Consultant shall ensure that at all times during the Consultant's performance of the Services in India a Resident Project Manager, acceptable to the Client, shall take charge of the performance of such Services.

### 5. **Obligations of the Client**

#### 5.1 **Assistance and Exemptions**

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

- (a) provide the Consultant, Sub-consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-consultants or Personnel to perform the Services;
- (b) assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India;
- (c) facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents;
- (d) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

- (e) assist the Consultant and the Personnel and any Sub-consultants and or Associates employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;
- (f) grant to the Consultant, any Sub-consultants and or Associates and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into Government's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services: and
- (g) Provide to the Consultant, Sub-consultants and or Associates and Personnel any such other assistance as may be specified in the SC.

## 5.2 Access to Land

The Client warrants that the Consultant shall have, free of charge, unimpeded access to all land in India 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 Consultant 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 Consultant 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 Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant 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 Consultant 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 Consultant as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GC 6.1 (c) hereinafter.

## 5.5 Payment

In consideration of the Services performed by the Consultant under this Contract, the Consultant shall raise invoice every month for their remuneration, costs, expenses etc, as provided in GC 6 of

this contract. The payment will be released , not later than 60 (sixty) days from the date of receipt of the invoice

## 5.6 Deleted.

## 6. Payments to the Consultants

### 6.1 Cost Estimates; Ceiling Amount

- (a) An estimate of the cost of the Services payable in foreign currency is set forth in Appendix G. An estimate of the cost of the Services payable in local currency 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 in foreign currency and in local currency specified in the SC. The Consultant 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 in local and/or foreign currency, as the case may be, shall be made to the Consultant 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. The bidder is entitled for 8% increase in the remuneration of personnel deployed during the extended period.

### 6.2 Remuneration and Reimbursable Expenditures

- (a) Subject to the ceilings specified in Clause GC 6.1 (b) hereof, the Client shall pay to the Consultant (i) remuneration as set forth in Clause GC 6.2(b). If specified in the SC, said remuneration shall be subject to price adjustment as specified in the SC.
- (b) Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GC 2.3 and Clause SC 2.3 (or such other date as the Parties shall agree in writing).

### 6.3 Currency of Payment

- (a) Foreign currency payments shall be made in the currency or currencies specified as foreign currency or currencies in the SC, and local currency payments shall be made in the currency of the Government.
- (b) The SC shall specify which items of remuneration and reimbursable expenditures shall be paid, respectively, in foreign and in local currency.

## **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 fifteen (15 days) after the end of each calendar month during the period of the Services, the Consultant shall submit to TNRDC for payment based on the actual personnel deployed in the work, the payment will be released within 15 days from the date of receipt of the bill after verification.
- (c) Deleted.
- (d) Deleted.
- (e) All payments under this Contract shall be made to the account of the Consultant specified in the SC.

## **7. Fairness and Good Faith**

### **7.1 Good Faith**

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

### **7.2 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 dispute subject to arbitration in accordance with Clause GC 8 hereof.

## **8. Settlement of Disputes**

### **8.1 Amicable Settlement**

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

### **8.2 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:

For Client: **Tamil Nadu Road Development Company Ltd**

**Corp. Office:**

**171, 2nd Floor, Tamil Nadu Maritime Board Building,  
South Kesavaperumal Puram,  
Pasumpon Muthuramalingam Road (Greenways Road),  
Raja Annamalai Puram, Chennai – 600 028.  
Tamil Nadu, India**

Attention:

Cable address: \_\_\_\_\_

Telex:

Fax:

For 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; and
- (c) in the case of facsimiles, 24 hours following confirmed transmission.

1.8 Authorised Partner of Joint Venture:-

*(Note: If the Consultants consist of a Joint Venture of more than one entity, the name of the entity whose address is specified in SC 1.6.1 should be inserted here. If the Consultants consist of one entity, this Clause 1.8 should be deleted from the SC)*

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 Deleted

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

2.3 Deleted

2.4 The time period shall be 27 months during construction period

3.2.4 (b) shall not become the Consultants to the Contract pertaining to this project during the entire Contract Period.

**3.4 Limitation of the Consultant's Liability towards the Client**

(a) Except in case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultant, 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 be for an Accident” (AOA) and “Aggregate limit on the policy period” (AOP) and in no case should amount less than stated in the contract.
  - (v) If the Consultant enters into an agreement with Client in a Joint Venture or ‘in the policy must be procured and provided to Client by the Joint Venture /in association entity association’, and not by the individual partners of the Joint Venture /association.
  - (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 Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services.
  - (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 Consultant 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.
- (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 Consultant as "Engineer", 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.

4.6 "The person designated as Team Leader cum Sr. Highway Engineer in Appendix C shall serve in that capacity, as specified in Clause GC 4.6."

6.1 (b) The amount payable in foreign currency or currencies is: \_\_\_\_\_

The ceiling in local currency is: \_\_\_\_\_

6.2 (a) "Payments for remuneration made in accordance with Clause GC 6:2(a) in foreign and / or local currency shall be adjusted as follows :

Remuneration of employed personnel designated in foreign currency or Indian Currency pursuant to the rates set forth in the Appendix G & H shall be adjusted only one after 27 months from the date of commencement by increasing it by a factor of 8%.

Notwithstanding any other provisions in the agreement in this regard, this provision will prevail and over ride any other provision to the contrary in this agreement.

6.2 (b) (i) (1) It is understood (i) that the remuneration rates shall cover (A) such salaries and allowances as the Consultants shall have agreed to pay to the Personnel as well as factors for social charges and overhead, and (B) the cost of backstopping by home office staff not included in the Personnel listed in Appendix C, and (C) the Consultants' fee; (ii) that bonuses or other means of profit-sharing shall not be allowed as an element of overhead, and (iii) that any rates specified for persons not yet appointed shall be provisional and shall be subject to downward revision only, with the written approval of the Client, once the applicable salaries and allowances are known.

(2) Remuneration for periods of less than one month shall be calculated on an hourly basis for actual time spent in the Consultants' home office and directly attributable to the Services (one hour being equivalent to 1/240th of a month) and on a calendar-day basis for time spent away from home office (one day being equivalent to 1/30<sup>th</sup> of a month).

6.2 (b) (ii) The rates for foreign Personnel are set forth in Appendix G and the rates for local Personnel, in Appendix H.

6.3 (a) The foreign currency shall be in US dollar only.

6.3 (b) (i) Remuneration for foreign Personnel shall be paid in foreign currency and remuneration for local Personnel shall be paid in local currency.

6.3 (b) (ii) The reimbursable expenditures in foreign currency shall be the following:

(1) a per diem allowance for each of the Personnel for every day in which such Personnel shall be absent from his home office and shall be outside India for the purpose of the Services at the daily rate specified in Appendix G.

(2) the following transportation costs:



- (i) the cost of international transportation of the foreign personnel and, as specified below, eligible dependents of the foreign Personnel, by the most appropriate means of transport and the most direct practicable route to and from the Consultants' home office; in the case of air travel, this shall be by economy class;
  - (ii) for any foreign Personnel spending twenty-Seven (27) consecutive months or more in the Government's country, one extra round trip will be reimbursed for every twenty- Seven (27) months of assignment in India. Such Personnel will be entitled to such extra round trip only if upon their return to India, such Personnel are scheduled to serve for the purposes of the Project for a further period of not less than six (6) consecutive months;
  - (iii) the cost of transportation to and from India of eligible dependents who shall be the spouse and not more than two (2) unmarried dependent children under eighteen (18) years of age of those of the foreign Personnel assigned to resident duty in India for the purpose of the Services for periods of six (6) consecutive months or longer, provided that the stay of such dependents in India shall have been for not less than three (3) consecutive months duration. If the assignment period for resident staff of the foreign Personnel will be thirty (30) months or more, one extra economy class air trip for their eligible dependents for every twenty- Seven (27) month assignment will be reimbursed;
  - (iv) for the air travel of each of the foreign Personnel, and each eligible dependent, the cost of excess baggage up to twenty (20) kilograms per person, or the equivalent in cost of unaccompanied baggage or air freight; and
  - (v) miscellaneous travel expenses such as the cost of transportation to and from airports, airport taxes, passport, visas, travel permits, vaccinations, etc. at a fixed unit price per round trip as specified in Appendix G
- (3) the cost of communications (other than those arising in India) reasonably required by the Consultants for the purposes of the Services.
  - (4) the cost of printing, reproducing and shipping of the documents, reports, drawings, etc. Specified in Appendices A and B hereof;
  - (5) the cost of acquisition, shipment and handling of the following equipment, instruments, materials and supplies required for the Services as per Appendix-H;
  - (6) the cost of shipment of personal effects up to as per Appendix-G;
  - (7) the cost of programming and use of, and communication between, the computers for the purposes of the Services at the rate set forth in Appendix G;
  - (8) the cost of training of the Client's personnel outside India, as specified in Appendix G;

- (9) the cost of laboratory tests on materials, model tests and other technical services authorized or requested by the Client, as specified in Appendix G;
- (10) the foreign currency cost of any subcontract required for the Services and approved in writing by the Client;
- (11) the cost of items not covered in the foregoing but which may be required by the Consultants for completion of the Services, subject to the prior authorization in writing by the Client; and
- (12) any such additional payments in foreign currency for properly procured items as the Parties may have agreed upon pursuant to the provisions of clause GC6.1(c), [Note: Items that are not applicable should be deleted; others may be added]

6.3 (b) (iii) The reimbursable expenditures in local currency shall be the following:

- (1) a per diem allowance at a rate in local currency equivalent to \_\_\_\_\_ [Note: Name agreed foreign currency specified in Clause SC 6.3 (a) per day, for each of the short-term foreign Personnel (i.e. with less than twelve (12) months consecutive stay in India) for the first sixty (60) days during which such Personnel shall be in India;
- (2) a per diem allowance at a rate in local currency equivalent to \_\_\_\_\_ [Note: Name agreed foreign currency specified in Clause SC 6.3(a) per day, for each of the short-term foreign Personnel for each day in excess of sixty (60) days during which such Personnel shall be in India;
- (3) a living allowance for each of the long-term foreign Personnel (twelve (12) months or longer consecutive stay in India) at the rates specified in Appendix H;
- (4) the cost of the following locally procured items: local transportation, office accommodations, camp facilities, camp services, subcontracted services, soil testing, equipment rentals, supplies, utilities and communication charges arising in India, all if and to the extent required for the purpose of the Services, at rates specified in Appendix H;
- (5) the cost of equipment, materials and supplies to be procured locally in India as specified in Appendix H;
- (6) the local currency cost of any subcontract required for the Services and approved in writing by the Client;
- (7) any such additional payments in local currency for properly procured items as the Parties may have agreed upon pursuant to the provisions of Clause GC 6.1(c); and
- (8) the cost of such further items as may be required by the Consultants for the purpose of the Services, as agreed in writing by the Client.

6.4 (a) The following provisions shall apply to the interest bearing advance payment and the advance payment guarantee:

- (1) An advance payment. of 10% of the contract price in proportion to the quoted Indian currency (INR) & foreign currency (US dollar) in the bid shall be made by the Client within 60 days after receipt and verification of advance payment bank guarantee. The advance payment will be set off by the Client in equal installments against the remuneration, cost and expenses etc., payable by the client for the first 12 month of the Service until the advance payment has been fully set off. However, if for any month the advance recovery installment is more than the amount billed, there will be no negative billing on this account and the balance of the recovery will be carried over to subsequent month or months.
- (2) The bank guarantee shall be in the amount and in the currency of the foreign and local currency portion of the advance payment
- (3) The Bank Guarantee shall be for an amount equivalent to 110% of the advance to be made in INR and / or in Foreign Currency / ies.
- (4) Interest rate shall be 10% per annum (on outstanding amount) for local currency, including converted foreign component into local currency.

6.4 (b) The interest rate is 10% per annum for local currency and London Inter Bank on Landing Rate (LIBOR) plus 1% per annum on foreign currency.

6.4 (c) The accounts are: -

- For foreign currency: \_\_\_\_\_
- For local currency : \_\_\_\_\_
- Account Number : \_\_\_\_\_
- Type of Account : \_\_\_\_\_
- Name of the Bank : \_\_\_\_\_
- Address of the Bank : \_\_\_\_\_

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

### **8.2.1 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 8.2.1 (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.

### 8.2.2 Rules of Procedure

Arbitration proceedings shall be conducted in accordance with procedures of the Arbitration and Conciliation Act 1996, (Central Act 26 of 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.

### 8.2.3 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.

### 8.2.4 Qualifications of Arbitrators

The sole arbitrator or the third arbitrator appointed pursuant to Clause 8.2.1 hereof shall be an internationally/nationally recognised legal or technical expert with extensive experience in relation to the matter in dispute.

### 8.2.5 Payment to Arbitrator

(a) TNRDChas 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,	Rs 6,000/-

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	postage etc.)	
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. Rs10,000/- per day (in metro cities) 2. Rs 5,000/- per day (in other cities) 3. Rs 2,000/- 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 2,500/- 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 TNRDC before appointment of the Arbitrator.

#### **8.2.6 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**

*[Give detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Client, etc.]*

**Details as per TOR**

## **Appendix B: Reporting Requirements**

*[List format, frequency, contents of reports and number of copies; persons to receive them; dates of submission, etc. If no reports are to be submitted, state here "Not applicable".]*

**Please refer TOR**

### **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 in India, and staff-months for each.*

*C-2 Same information as C-1 for Key local Personnel*

*C-3 Same as C-1 for Key foreign Personnel to be assigned to work outside India.*

*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**

[Show here an acceptable form of medical certificate for foreign Personnel to be stationed in India.  
If there is no need for a medical certificate, state here: "Not applicable."]

**-Not Applicable-**

***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 (Mondays through 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 Consultant. 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 Contractor's activities on the site. No extra remuneration shall be claimed or paid for extra hours of work required in the interest of Project completion.

In respect of foreign personnel, one day per trip as travel time from and to the country of the Government shall be allowed.

### **Appendix F: Duties of the Client**

1. Access to the quality control laboratory for performing various types of tests, which will be provided by the Consultant including the testing personnel.
2. To provide Contractors's RFP, Bid submission, Contract Agreement, Data and information for field surveys and investigations
3. To ensure availability of the Detailed Work plan and Programme for Design and Construction of Project Highways from Contractor.
4. To ensure availability of the Quality Assurance Plan and Quality Control Procedures from the Consultant.
5. To provide relevant reports and necessary data as per the reporting obligation of Contractor under the Contract Agreement.
6. Necessary letters, which will be required for Visa's of foreign personnel and procuring other services by the consultant for performing project services.

## **Appendix G: Cost Estimates in Foreign Currency**

*List here under cost estimates in foreign currency:*

1. Monthly rates for foreign Personnel (Key Personnel and other Personnel)
2. Reimbursable/Rental/Fixed expenditures:
  - a) Per Diem allowances.
  - b) Air transport for foreign Personnel.
  - c) Air transport for dependents.
  - d) Transport of personal effects.
  - e) International communications.
  - f) Printing of documents specified in Appendices A and B hereof
  - g) Acquisition of specified equipment and materials to be imported by the Consultants and to be paid for by the Client (including transportation to India).
  - h) Other foreign currency expenditures, like use of computers, foreign training of Client's staff, various tests, etc.

## **Appendix H: Cost Estimates in Local Currency**

List hereunder cost estimate in local currency:

1. Monthly rates for local Personnel (Key Personnel and other Personnel)
2. Reimbursable/Rental/Fixed expenditures as follows:
  - a. Per Diem rates for subsistence allowance for foreign short-term Personnel plus estimated totals.
  - b. Living allowances for long-term foreign Personnel, plus estimated totals.
  - c. Cost of local transportation.
  - d. Cost of other local services, rentals, utilities, etc.

**Appendix I: FORM OF PERFORMANCE SECURITY  
PERFORMAMANCE BANK GUARANTEE)  
(Clause-15 of TOR)**

**To**

The Principal Secretary to Government of Tamil Nadu,  
Highways and Minor Ports Department,  
Secretariat, Fort St. George,  
Chennai 600 009,  
Tamil Nadu, India.

WHEREAS:

.....(hereinafter called the “Bidder ”) had submitted the proposal for for “**Supervisory Consultancy Services for the work -Widening of East Coast Road (ECR) From Double Lane Into Four Lane From KM 22/300 to KM 55/800, Including Improvements to curved stretches – 13 Nos & Junctions-7Nos. from KM 55/800 to KM 135/500 in Chennai, in the State of Tamil Nadu, India**”.

(A) **Tamil Nadu Road Development Company Ltd, represented by its \_\_\_\_\_ having its office at 171, 2nd Floor, Tamil Nadu Maritime Board Building, South Kesavaperumal Puram, Pasumpon Muthuramalingam Road (Greenways Road), Raja Annamalai Puram, Chennai – 600028, Tamil Nadu, India** (hereinafter referred to as “*TNRDC*”) 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 \*\*\*\*\* [Joint Venture] or \*\*\*\*\* [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 \*\*\*\*\* [Joint Venture] or \*\*\*\*\* [Bidder] requiring, inter alia, the execution of Contract Agreement within Thirty [30] days of acceptance of LOA.

(C) As provided in Request for Proposal (RFP) the Consultant has to furnish a Performance Security to *TNRDC*, 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 Consultant’s obligations during the Consultancy Period, under and in accordance with the Contract, and agrees and undertakes to pay to TNRDC, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Supervisory Consultancy Services, such sum or sums upto an aggregate sum of the Guarantee Amount as may be claimed by TNRDC and without TNRDC being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter 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, 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 TNRDC 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 TNRDC 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 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. In order to give effect to this Guarantee, **TNRDC** 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 **TNRDC** to proceed against the **Consultant** before presenting to the Bank its demand under this Guarantee.
6. **TNRDC** 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 **TNRDC** 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 **TNRDC** and the Bank shall not be released from its liability and obligation under these presents by any exercise by **TNRDC** 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 **TNRDC** 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 TNRDC in respect of or relating to the Contract or for the fulfillment, 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 9 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 or referred as End Date herein below, all rights of TNRDC 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 Thirty (30) 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 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.
- 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 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
- 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 TNRDC 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 Rupees .....Only)
  - b) The Bank Guarantee shall be valid upto [date], 201\_\_\_.
  - 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)  
  
by the hand of Mr .....  
(name of authorized signatory)

(Signature)  
(Date)

**Designation**

Note:



Widening of East Coast Road (ECR) From Double Lane Into Four Lane From KM 22/300 to KM 55/800, Including Improvements to curved stretches – 13 Nos & Junctions-7 Nos. from KM 55/800 to KM 135/500 in Chennai, Tamil Nadu

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- 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: Form of Bank Guarantee for Advance Payments**

(To be stamped in accordance with Stamp Act, if any, of the country of issuing bank)

Ref:\_\_\_\_\_

Bank Guarantee:\_\_\_\_\_

Date:\_\_\_\_\_

Dear Sir,

In consideration of **Tamil Nadu Road Development Company Ltd.,** represented by its \_\_\_\_\_ having its office at **171, 2nd Floor, Tamil Nadu Maritime Board Building, South Kesavaperumal Puram, Pasumpon Muthuramalingam Road (Greenways Road), Raja Annamalai Puram, Chennai – 600028,** Tamil Nadu, India (hereinafter referred to as “**TNRDC**”) which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s. \_\_\_\_\_ (hereinafter referred to as the “*Consultant*” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client's Contract Agreement No. \_\_\_\_\_ dated \_\_\_\_\_ and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at \_\_\_\_\_ for \_\_\_\_\_ Contract (hereinafter called the “Contract”)

for **“Supervisory Consultancy Services for the work -Widening of East Coast Road (ECR) From Double Lane Into Four Lane From KM 22/300 to KM 55/800, Including Improvements to curved stretches – 13 Nos & Junctions-7Nos. from KM 55/800 to KM 135/500 in Chennai, in the State of Tamil Nadu, India”.**

and the Client having agreed to make an advance payment to the Consultant for performance of the above Contract amounting to (in words and figures) as an advance against Bank Guarantee to be furnished by the Consultant.

We \_\_\_\_\_ (Name of the Bank) having its Head Office at \_\_\_\_\_ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all monies payable by the Consultant to the extent of \_\_\_\_\_ as aforesaid at any time upto \_\_\_\_\_ @ \_\_\_\_\_ without any demur, reservation, contest, recourse or protest and/or without any reference to the Consultant. Any such demand made by the client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority or body. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the contract by the Consultant. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might

Widening of East Coast Road (ECR) From Double Lane Into Four Lane From KM 22/300 to KM 55/800, Including Improvements to curved stretches – 13 Nos & Junctions-7 Nos. from KM 55/800 to KM 135/500 in Chennai, Tamil Nadu

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have against the Client and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Client and the Consultant any other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the Client may have in relation to the Consultant 's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is limited to \_\_\_\_\_ and it shall remain in force upto and including \_\_\_\_\_ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. \_\_\_\_\_ on whose behalf this guarantee has been given.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_\_ at \_\_\_\_\_

Designation (with Bank stamp)  
Attorney as per Power of  
Attorney No.

\_\_\_\_\_  
Dated  
\_\_\_\_\_

\* Strike out, whichever is not applicable.

Note 1: The stamp papers of appropriate value shall be purchased in the name of bank who issues the "Bank Guarantee"

Note 2: **The bank guarantee shall be issued by any scheduled Bank in India**

## **Appendix K**

### **Letter of invitation**

## **Appendix L**

### **Letter of Award**

## **Appendix M**

### **Minutes of Pre-Bid meeting/ Addendum**