

**SEMMOZHI POONGA  
Coimbatore**

**Request for Proposal**

**“COMPREHENSIVE LANDSCAPE  
ARCHITECTURAL SERVICES FOR  
DEVELOPMENT, DESIGN AND  
SUPERVISION MANAGEMENT TOWARDS  
CREATION OF SEMMOZHI POONGA IN  
COIMBATORE”**

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<b>CONTENTS</b>		<b>PAGES</b>
<b>SECTION – 1</b>	<b>Notice Inviting Proposal</b>	<b>03-08</b>
<b>SECTION – 2</b>	<b>Scope of Work and Terms of Reference</b>	<b>09-15</b>
<b>SECTION – 3</b>	<b>General Conditions of Contract</b>	<b>16-26</b>
<b>SECTION – 4</b>	<b>Project Time Schedule</b>	<b>27</b>
<b>SECTION - 5</b>	<b>Fees and Payment of Fees</b>	<b>28-30</b>
<b>SECTION – 6</b>	<b>Instructions to the Consultant</b>	<b>31-32</b>
<b>Form F- 1</b>	<b>Format for Covering letter</b>	<b>33</b>
<b>Form F - 2</b>	<b>Format for Technical Proposal</b>	<b>34-36</b>
<b>Form F- 3</b>	<b>Format for Declaration and Undertaking</b>	<b>37</b>
<b>Form F - 4</b>	<b>Format for furnishing Annual Turnover</b>	<b>38</b>
<b>Form F - 5</b>	<b>Format for providing the details of Assignments of Similar Nature Successfully Completed during last 5 Years</b>	<b>39</b>
<b>Form F – 6</b>	<b>Format for Composition of the Team Personnel and the task which would be assigned to each Team Member</b>	<b>40</b>
<b>Form F –7</b>	<b>Format of Curriculum Vitae for Key Professional of Consultant's Team</b>	<b>41</b>
<b>Form F – 8</b>	<b>Format for Work program and time schedule for key professional</b>	<b>42</b>
<b>Form F - 9</b>	<b>Format for Project Schedule, Approach &amp; Methodology</b>	<b>43-45</b>
<b>Form F - 10</b>	<b>Format for Letter of Association</b>	<b>46</b>
<b>Form F - 11</b>	<b>Format for providing the details of Infrastructure facilities available and proposed to be created</b>	<b>47</b>
<b>Attachment 1</b>	<b>Site Map</b>	
<b>Attachment 2</b>	<b>Form of Contract</b>	<b>49-50</b>

## **SECTION – 1**

### **NOTICE INVITING PROPOSAL**

#### **“Comprehensive Landscape Architectural Services for Development, Design and Supervision Management towards creation of Semmozhi Poonga in Coimbatore”.**

#### **INTRODUCTION**

1.01. The Government of Tamil Nadu desire to select an Architectural Firm / Consortium based on design concept towards the development of Semmozhi Poonga (Garden of Classical Tamil) in Central Prison Campus, Coimbatore over an extent of land about 163.08 acres from the eligible Architectural Firm / Consortium. The Semmozhi Poonga in Coimbatore will be a World Class Botanical Garden with Germ Plasm Bank and its related Research Centre. Chennai Rivers Restoration Trust (CRRT) on behalf of Government of Tamil Nadu invites proposals for **“Comprehensive Landscape Architectural Services for Development, Design and Supervision Management towards creation of Semmozhi Poonga in Coimbatore”**. The selection will be based on Design Competition.

1.02. The objective is to select an Architectural Firm / Consortium, subject to the provisions of this proposal document, who will be responsible for developing the winning entry into a fully functional Botanical Garden that is aesthetically pleasing, techno-economically feasible and a symbolically appealing designed Semmozhi Poonga and to provide detailed professional services that shall include the preparation of design concepts, master plan, architectural and landscaping designs for the building ensembles and their surroundings identified in the design concept, detailed landscape designs for parts of the botanical garden, architectural drawings, details, structural design and drawings, service plans and estimates, detailed project report, tender and contract documents, identify contractors through a bid process and supervision management during construction as detailed in the scope of work as described in Section 2 (Scope of Work and Terms of Reference), duly incorporating the best design practice adopted internationally for Botanical Gardens.

1.03. The Architectural Firm / Consortium will have to submit technical proposal and provide at least two option plans and 3D elevation designs with utility details, within the due date as prescribed in this proposal document. The technically qualified firms will be directed to make a presentation on their proposals and capabilities. Physical model(s) has to be submitted as and when called for.

1.04. The proposals received from the Architectural Firm / Consortium who will be primarily involved in the field of landscape architecture, architectural conservation of botanical farms, gardens, graphic design and signage will be evaluated in accordance with the regulations set forth as below.

#### **ELIGIBILITY & QUALIFICATION CRITERIA**

1.05 Architects of the Firm / Consortium should be registered with the Council of Architecture under the provisions of the Architects Act, 1972 on the date of announcement of the competition and keep the registration valid thereafter.

1.06 The Architectural Firm or the Lead Partner of the Consortium should have a minimum average annual turnover (fees from consultancy services only) of not less than Rs.50 lakhs (Rupees fifty lakhs only) in the previous three financial years (average of financial years 2007-08, 2008-09 and 2009-10).

1.07 The Architectural Firm or the Lead Partner of the Consortium should have designed at least one completed Botanical Garden or similar work such as landscaping, covering an area of not less than two acres during the last five years (April, 2005 to March 2010) for a fee not less than Rs.25 lakhs.

1.08 The Architect Firm or Lead Partner of the Consortium should have adequate key professionals as per the list furnished in the Section 2 (Scope of Work and Terms of Reference).

1.09 The Architect Firm or Lead Partner of the Consortium should have adequate infrastructure facilities to complete the assignment within the time schedule prescribed in this proposal document, satisfactorily. The Architect Firm or Lead Partner of the Consortium should have local office at Coimbatore or willing to set up an office with necessary infrastructure facilities at Coimbatore within 30 days from the date of receipt of letter of award for the Consultancy.

### **INCENTIVE AND PARTICIPATION CERTIFICATE**

1.10 A sum of Rs.20,000/- (Rupees twenty thousand only) will be paid along with a certificate of participation as token of appreciation to each of the unsuccessful technically qualified Architectural Firm / Consortium.

### **EARNEST MONEY DEPOSIT**

1.11 Each Architectural Firm / Consortium shall enclose Earnest Money Deposit (EMD) of Rs.1,00,000/- [Rupees One Lakh only] in the form of Demand Draft from any scheduled bank payable at Chennai in favour of the "Chennai Rivers Restoration Trust" while submitting the completed proposal documents. EMD will not carry any interest. The EMD amount of the unsuccessful Architectural Firm / Consortium will be refunded to them within 30 days after the final selection and execution of agreement by the selected Architectural Firms / Consortium. The EMD amount of the successful Architectural Firm / Consortium will be adjusted against the payment of Security Deposit. If the successful Architectural Firm / Consortium fail to enter into an agreement for the consultancy, the EMD will be forfeited.

### **SITE VISIT**

1.12 In order to obtain first hand information of Semmozhi Poonga and of the local site conditions, it is considered desirable that a representative of the Architectural Firm / Consortium visit the site in Coimbatore city, Coimbatore District in Tamil Nadu, before the proposals are submitted. The representative(s) may meet the following official:

The Commissioner, Coimbatore City Municipal Corporation,  
Big Bazaar Street, Town Hall, Coimbatore 641 001, Tamil Nadu  
Phone: (0422) 239 6026 and Fax: (0422) 239 0167

The Architectural Firm / Consortium shall ensure that the intimation regarding the visit of the representative(s) is sent to the above official well in advance to enable him to make appropriate arrangements. The Architectural Firm / Consortium have to make their own arrangement to visit the site.

### **CLARIFICATIONS TO THE RFP DOCUMENT AND PROPOSAL CONFERENCE**

1.13 Clarifications relating to the interpretation of this proposal document will be answered in person or through courier / post / fax / e-mail, when sent in writing, to the Member Secretary, CRRT, No.112, Theyagaraya Road, I Floor, Vairam Complex, Theyagaraya Nagar, Chennai 600 017 (Fax: 044-28153106, email: [mdceo@tnudf.com](mailto:mdceo@tnudf.com) & [ajayaraman@tnudf.com](mailto:ajayaraman@tnudf.com)) received up to the date of pre-proposal conference. **A pre-proposal conference is proposed to be convened at 15.00 hours on 30.04.2010** in the office of CRRT, No.112, Theyagaraya Road, I Floor, Vairam Complex, Theyagaraya Nagar, Chennai 600 017, to give an opportunity to obtain clarification regarding the proposal. A consolidated reply to all clarifications sought, prior to pre-proposal conference and / or during pre-proposal conference, by any Architectural Firm / Consortium will be prepared and sent to all the Architectural Firm / Consortium who had sought clarifications and it will form part of the conditions of this proposal document. Any amendment to the terms and conditions, if arising, will be issued and communicated to all firms.

## SUBMISSION OF PROPOSALS

1.14 Each Architectural Firm / Consortium shall deliver the Proposal Documents in three parts as detailed below:

- (i) Covering letter (Form F-1) along with EMD in the requisite form and value,
- (ii) Technical Proposal and
- (iii) Design Concepts.

1.15 The Technical Proposal shall contain details as stipulated in Form F- 2 to Form 11 along with attested copies of certificates in proof of registration with the Council Architecture, attested copies of audited annual accounts and attested copies certificates in proof of experiences. Material deficiencies in providing the information requested may result in rejection of a proposal.

1.16 The Design Concepts shall contain only the conceptual designs as per the requirement. The Architectural Firm / Consortium will have to provide at least two option plans, 3D elevation designs and utility details. Physical model(s) has to be submitted as when called for.

1.17 The covering letter and EMD shall be placed in an envelope clearly marked as **“Covering letter and EMD”** and sealed with sealing wax and initialled twice across the seal. Technical Proposal shall be placed in an envelope clearly marked as **“Technical Proposal”** and sealed with sealing wax and initialled twice across the seal. Design Concepts shall also be placed in an envelope clearly marked as **“Design Concepts”** and sealed with sealing wax and initialled twice across the seal, and warning: **“Do Not Open with the Technical Proposal”**. All the three envelopes should be kept in the fourth outer envelope super-scribing as **“Proposals Comprehensive Landscape Architectural Services for Development, Design and Supervision Management towards creation of Semmozhi Poonga in Coimbatore”** and with the name and address of the Architectural Firm / Lead Partner of Consortium.

1.18 The proposals must reach the Member Secretary, CRRT , No.112, Theyagaraya Road, I Floor, Vairam Complex, Theyagaraya Nagar, Chennai 600 017, Tamil Nadu **on or before 15.00 hours on 14.05.2010 (Due date of submission of proposals)**. The proposals may be sent by post or by courier or by hand delivery. The proposals received after the due date and time, either by post or by courier or by hand delivery shall not be accepted by CRRT and shall be returned unopened. It is the responsibility of the Architectural Firm / Lead Partner of Consortium to ensure that the proposals reach the office of CRRT before the due date and time. CRRT cannot be held responsible for any loss / delay in transit or delivery. If the due date for submission is declared as a holiday for the office of CRRT, the proposals will be received up to the time prescribed, on the next working day. CRRT may at its discretion extend the due date of submission of proposals.

1.19 The Architectural Firm / Lead Partner of Consortium have to verify and satisfy themselves about all the details before submitting the proposal. The proposals must be complete in all respect and free from ambiguity.

1.20 The proposals, forms, other documents and papers shall be duly signed and sealed by an authorized person / an officer of the Architectural Firm / Lead Partner of Consortium and shall be affixed by the organization’s seal. All pages of the proposals should be initialled by the same person / officer, who is authorised to sign the proposal.

1.21 The details in the proposals should be written in English language only. English transcription for the documents / papers in other language should be provided.

1.22 All columns in the proposals shall be duly filled, failing which the proposal is liable for rejection.

1.23 The Architectural Firm as well as consortium partners under this contract shall observe the highest standard of ethics during the selection and execution, and should not indulge in any corrupt / fraudulent practices. “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to CRRT/Semmozhi Poonga

RFP

influence the action of a public official in the selection process or in contract execution and “fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of CRRT, and includes collusive practices among bidders (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive CRRT of the benefits of free and open competition. CRRT will reject the proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question.

## **BID VALIDITY**

1.24 The Architectural Firms / Consortium are requested to hold their **proposal valid for 90 days** from the due date of submission of proposals, without any change. CRRT will make its best efforts to select an Architectural Firm / Consortium within this period.

## **OPENING OF PROPOSALS**

1.25 The envelopes containing covering letter and EMD & Technical Proposal only will be opened by the Member Secretary, CRRT or his authorized representative in the office of **CRRT at 15.30 hours on the due date of submission of proposals**. It may please be noted that the envelope containing the Design Concepts will not be opened until technical evaluation has been completed and the result approved and notified. For the purposes of evaluation of proposals, CRRT may require the bidders to furnish any clarification / information or further documents in support of their capacity. Failure to provide any such clarification / information / document or attend any meeting convened in this regard may entail rejection of the bids.

## **TECHNICAL EVALUATION**

1.26 The Technical Proposal will be evaluated as follows:

- (i) Whether EMD has been paid in the requisite form and value;
- (ii) Whether the Architects of the Firm / Consortium has been registered with the Council of Architecture;
- (iii) Whether the Architectural Firm / Consortium have fulfilled the eligibility and qualification criteria, as prescribed;
- (iv) Whether the Architects of the Firm / Consortium has submitted the Declaration and Undertaking in the format prescribed;
- (v) Whether the Architectural Firm / Consortium has previous experience and expertise as per the requirements;
- (vi) Whether the Architectural Firm / Consortium has agreed to the timelines prescribed for the assignment;
- (vii) Whether Work Plan, Approach & Methodology is suitable for the present requirement;
- (viii) Whether the Architectural Firm / Consortium has the requisite team of key professionals, technical staff, managerial and support staff;
- (ix) Whether the Architectural Firm / Consortium has the requisite infrastructure facilities and
- (x) Other requirements as prescribed in this proposal documents have been complied with.

1.27 Upon completion of the technical evaluation, CRRT will notify all the firms which are technically qualified and open the envelope containing Design Concepts on the date and time as specified.

## **REJECTION OF PROPOSALS**

1.28 Any proposal shall be automatically rejected if:

- i. It is received after the due date of submission of proposals.
- ii. The Architectural Firm / Consortium improperly attempt to influence the decision of the Scrutiny Committee or CRRT or indulge in any corrupt / fraudulent practices.
- iii It is not eligible in accordance with the eligibility and qualification criteria, as prescribed.
- iv It is not signed as stipulated / from any black-listed firm(s) by the Government or Government sponsored institutions / not in conformity with Terms and Conditions of this Proposal Document / incomplete and evasive / material deficiencies in providing the information.
- v Any breach of the terms and conditions of this proposal recorded by CRRT, who shall have the power to reject any proposal.

## **SCRUTINY COMMITTEE**

1.29 A Scrutiny Committee for the selection will be constituted by the Member Secretary of CRRT, Chennai.

1.30 The Scrutiny Committee will make recommendations on the selection.

## **AWARD OF CONSULTANCY**

1.31 The final selection shall be based on merits of design. All the design proposals received shall be placed on gradation.

1.32 The Architectural Firm / Consortium whose design is placed First by Client shall be awarded with the Consultancy to provide detailed professional services as detailed in Section 2 (Scope of Work and Terms of Reference).

1.33 The successful Architectural Firm / Consortium will have to deposit a sum of Rs. 5,00,000/- (Rupees five lakhs only) as interest free security deposit in the form of Demand Draft from any scheduled bank payable at Chennai in favour of the "Chennai Rivers Restoration Trust", within 15 days from the date of receipt of the letter of award and execute an agreement for the due fulfilment of terms and conditions of the Consultancy, failing which the EMD will be forfeited. On execution of agreement the selected Architectural Firm / Consortium will be called as the "Consultant". CRRT, Chennai will be called as the "Client".

1.34 In the event of the selected Architectural Firm / Consortium not coming forward to take up the Consultancy as detailed in Section 2 (Scope of Work and Terms of Reference), the Client shall have the liberty to select the next proposal as per gradation. In such an event the EMD of non - fulfilling firm(s) will be forfeited.

1.35 The Consultant will be paid professional fees as per Section – 5 (Fees and Payment of fees).

1.36 The Consultant has to establish an office in Coimbatore and create necessary infrastructure, within 30 days from the date of receipt of the letter of award, to facilitate implementation and successful completion of the Consultancy.

## **COPYRIGHT**

1.37 Copyright of the designs, written material, all drawings and the models submitted by the technically qualified firm, shall become the property of CRRT and shall be vested with CRRT.

1.38 The drawings and other materials of the unsuccessful Architectural Firm / Consortium shall be kept at the office of CRRT for the unsuccessful Architectural Firm / Consortium to take them back within 30 days.

## **JUDICIAL JURISDICTION**

1.39 The courts situated within the City of Chennai alone shall have jurisdiction to decide all disputes and claims that may arise between the parties. The venue of Arbitration shall be at Chennai and the language of the arbitration shall be English.

## **RESERVATION OF RIGHTS**

1.40 CRRT reserves the right to terminate the Agreement in the case of non-fulfillment of any of the terms and conditions prescribed in the Agreement and such default has continued for a period of thirty days after notice in writing thereof has been given to the Architectural Firm / Lead partner of the Consortium.

1.41 CRRT reserves the right to accept or reject any or all the proposal(s) without assigning any reason and is not obliged to correspond with the Architectural Firm / Lead partner of the Consortium in this regard.

## **CORRESPONDENCE**

1.42 All correspondence relating to this proposal shall be addressed to Member Secretary, CRRT, No.112, Theyagaraya Road, I Floor, Vairam Complex, Theyagaraya Nagar, Chennai 600 017, Tamil Nadu captioned as **“Proposals Comprehensive Landscape Architectural Services for Development, Design and Supervision Management towards creation of Semmozhi Poonga in Coimbatore”**

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## SECTION – 2

### SCOPE OF WORK AND TERMS OF REFERENCE

#### **“Comprehensive Landscape Architectural Services for Development, Design and Supervision Management towards creation of Semmozhi Poonga in Coimbatore”.**

#### **BACKGROUND**

2.01 The Semmozhi Poonga (Garden of Classical Tamil) in Coimbatore will be a World Class Botanical Garden with Germ Plasm Bank and its related Research Centre. Kew Park in England is the lone Germ Plasm Bank and its related research centre in the whole World and there is no such park in India. Hence, establishment of such Botanical Garden with Germ Plasm Bank, that too to commemorate the World Classical Tamil Conference is an opt one. The Semmozhi Poonga in Coimbatore which aspires to achieve international standing is being set up with state-of-the-art infrastructure, primarily for conservation of rare, threatened and endangered plants. The Botanical Garden would serve as a focal point for conservation of natural eco-systems and biospheres, environmental education, research, recreation for nature lovers, environmental governance and management.

2.02 The location selected for Semmozhi Poonga has an area of about 163.08 acres and the land belongs to the Prisons Department. The Coimbatore Central Prison occupies about 72.30 acres of land and the remaining has many buildings and vacant land. Initially, Poonga may be established in a land about 45 acres which has very few buildings and vacant land. A site map of the Central Prison campus is enclosed (Attachment 1).

2.03 The Semmozhi Poonga would serve the following objectives:

- Enable the citizens to study the nature, understand and enjoy it in the context of a modern botanic garden.
- Promote sustainable use of the biodiversity resources in general and plant species in particular.
- Conserve rare and endangered flora of Western Ghats particularly Nilgiri Biosphere Reserve.
- Develop a Germ Plasm Bank for rare, endangered and threatened plants through collection of genetic resources for both *in-situ* and *ex-situ* conservation.
- Establish and improve environmental governance and management in the region.

2.04 A Master Plan has to be prepared for the entire part and parcel of land measuring about 163.08 acres for the Semmozhi Poonga and other infrastructure. The Master Plan can also include land requirements of existing Gandhipuram Bus Stand and establishing a new world class convention centre with associated infrastructure and a multi level vehicle parking facility along Nanjappa Road. However, considering the site conditions, the parcel of land measuring about 45 acres will be taken up for immediate implementation and establishment of Semmozhi Poonga. Hence, Detailed Project Report (DPR), detailed design and drawings, implementation plan etc., will have to be prepared for an area about 45 acres.

#### **EXPECTED OUTCOME OF THE BOTANIC GARDEN**

2.05 The proposed Botanical Garden aims to create a repository of plants from diverse habitats and form a gene bank, generate public awareness regarding conservation, provide a recreational center for nature lovers and offer research facilities. The underlying key goals are:

##### **Conservation of natural eco-systems and biospheres**

- Conservation and enrichment of natural ecosystems
- *Ex-situ* plant species conservation

- Conservation of natural historic memory of the site and the related oriental history
- Conservation of the natural resources

### **Environmental education**

- Create general environmental awareness and environmental education for citizens
- Support the education and training programmes of Universities, educational and other institutions
- Impart training for sustainable gardening, horticulture, floriculture, urban agriculture and urban forestry
- Demonstrate environmental technologies within the Botanical Garden

### **Research**

- Practical and theoretical research on plant taxonomy
- Propagation of plant species with economic potential for the regional, national and international clients and markets
- Propagation of plants, development and dissemination of cultivation methods with specific interest for environmental management and sustainable development
- Develop a centre for plant genetic resource preservation programme for rare, endangered and threatened plants

### **Recreation**

- Creation of a unique urban park with a combination of scenic natural settings, scientific and practical education and training, sites, facilities and recreational options for domestic and international tourists

### **Environmental Governance & Management**

- Development and demonstration of urban park and buffer zone management systems including demonstration of environmental management support sectors like the promotion of renewable energy, mainly in the Botanic Garden
- Serve as a Regional Environment Management Centre for capacity building to conserve local plant diversity.

## **OBJECTIVE**

2.06 The objective of this assignment is to prepare design concepts through a competition considering the feasibility of the assignment on technical, financial, institutional, regulatory and legal framework and prepare master plan, architectural and landscaping designs for the building ensembles and their surroundings identified in the design concept, detailed landscape designs for parts of the botanic garden, architectural drawings, details, structural design and drawings, service plans and estimates, detailed project report, tender and contract documents, identify contractors through a bid process and supervision management during construction. The competitors would initially prepare and submit Design Concepts. The selected consultant shall be awarded with the Consultancy to provide detailed professional services as detailed in the Scope of Work and Terms of Reference.

## **SCOPE OF WORK**

2.07 The scope of this assignment includes but is not limited to:

- Status report and preliminary project report
- Site appraisal and suitability
- Site planning & land use planning

- Botanical garden design
- Design for Germ Plasm Bank and Research Centre
- Lay out designs and architecture
- Traffic plan with in and adjacent to poonga
- Landform and grading
- Surface drainage design and water management
- Open space design – hard and soft areas
- Planting design
- Irrigation design
- Landscape structures and features
- Garden furniture design
- Illumination design
- Graphic design and signage
- Preparation of design brief after taking Client's additional instructions if any
- Designs and site development
- Preparation of concept drawings to the requirement and satisfaction of the client
- Providing 3D walk through presentation and getting approval of the client
- Site evaluation, analysis and impact of existing and / or proposed development on its immediate environs
- Sanitary, plumbing, drainage, irrigation, water supply and sewerage system designs including solid waste management
- Electrical, electronic, communication systems and internet system design
- Design for appropriate Disaster Management Systems
- Preparation of detailed drawing for all the designs
- Preparation of Detailed Project Report including detailed cost estimates along with state of the art specifications, schedule / bill of quantities, tender documents as per prevailing Government norms for all the main & component works, all other documents which are necessary for calling of tenders and contract documents
- Preparation of time schedule and resources plan
- Assisting in tender processing and awarding of main and component works
- Co-ordination of various external services
- Supervision and management of the works, including measurement and certification, verification of contractor's bills and recommendation for payment
- Periodic inspection and evaluation of project works, monitoring and reporting to the Client
- Providing assistance to obtain all statutory approvals
- Providing Project Completion Report with final as built drawings
- Design for Integrated Botanical Garden Management and Maintenance System
- Provision and system design for security within and outside the entire campus
- Any other services that constitute the relevant landscape architectural services

## **DETAILED TASKS INVOLVED**

### **2.08 Design stage**

- Detailed topographical survey of the site in the immediate vicinity of and as required for creation of botanical garden to a scale and contour interval as decided. The survey shall include all necessary data related to the existing public utility services, lines of streets and pavements, building lines, adjoining properties, restrictions, and boundaries.
- Conduct, soil test, hydro-geological survey and such other tests required to provide essential design data from sub-soil conditions. The Consultant shall interpret the soil investigations report and design the appropriate type of foundation for plant development.

- Besides topographical survey and soil test, all required data shall be collected to design and create a botanical garden with all support facilities like light, water supply and sewer arrangements, storm water drains, development of ground water source including rain water harvesting, landscaping, electrical distribution network with back up supply, etc.
- Furnish a site evaluation and analysis report with basic approach to create a botanical garden and its related activity services including interaction and external linkages.
- Prepare conceptual designs, drawings and study model with reference to requirement definitions and prepare approximate estimates of cost by cubic measurements or on area basis.
- Prepare drawings etc., necessary for submission to statutory bodies for sanction for obtaining approval / licences. The client will make necessary applications.
- Preparation of detailed Botanical Garden design specifications, estimate at market rates for such of those items of work where Government rates or standard data are not available. Tender documents shall be as per Government norms and subject to “The Tamil Nadu Transparency in Tenders Act, 1998” (as amended from time to time) and “The Tamil Nadu Transparency in Tenders Rules, 2000” (as amended from time to time), The Consultant shall provide rate analysis for all items of work which will be subject to scrutiny by the Client. The services will include proposed architectural and botanical conceptual designs which would include lay out of internal roads, parking landscaping, signage. Integrated botanical garden management system and monitoring of all works during the construction. Prepare proposal documents including preparation of pre-qualification criteria for short-listing of Contractors for works and submit to the Client
- Prepare and submit complete working drawings and details sufficient for proper execution of works during construction. All the drawings and reports are to be furnished in both soft and hard copies, duly attested.
- Inspection of bought-out items like special architectural items should be made if required by the client.
- The Client shall also clarify and offer interpretation of the drawings and specifications that may be necessary during execution of work and conduct review meeting fortnightly and also as and when required and to ensure that the project proceeds generally in accordance with conditions of contract. The Consultant’s Project coordinator and his team shall participate in the meeting
- The design should be in accordance with the standards prescribed by Botanic Garden Conservation International (BGCI) UK and National Botanical Research Institute, Lucknow, UP (NBGRI). Further for design of any major non-conventional system, an independent opinion from a reputed third agency such as Dr. M.S. Swaminathan Research Foundations / Tamil Nadu Agricultural University has to be obtained by the Consultant prior to submission of the same to the Client.

The above works shall result in designs not restricting to the following-:

- (i) City interface along the site and accommodating among others, the following activities;
  - Eco-park
  - Parking
  - Nature trail, with two lanes just outside the Botanic Garden, one for walking and one for running/jogging
- (ii) Corridor or Artery, a non-public path way to park vehicles and load/unload materials. Functions envisaged to be developed along this corridor/artery include:

- Central meeting place
- Visitor's centre and Amphi-Theatre
- Environment and Exhibition Centre
- Organic restaurant / Food Court
- Public facilities
- Natural History Museum, with the Standard of National Museum of Natural History, Government of India and other International Standards

(iii) Botanical Garden of Western Ghats based landscape, with specific design features. facilities may include;

- A small arboretum for rare and endangered flora of Western Ghats.
- Germ Plasm Bank
- Herbal Garden
- Pollinator Garden
- Moon Garden
- Aroma Garden
- Zodiac Garden
- Rock Garden
- Herbarium
- Apiculture
- A green house, Mist Chamber for propagation of seedlings / cuttings
- Signages indicating the botanical name and family of the tree or plant
- Small natural playgrounds like labyrinths
- Ancillary facilities for public use
- An office building for administrative purposes

## **2.09 Tender document preparatory stage**

- Upon Client's approval / statutory approval and preparation of working drawings, detailed technical & other specifications and schedule / bill of quantities, detailed cost estimate(s), tender documents, contract documents, notice inviting tender(s) and all other documents which are necessary during tendering and preparatory stage.

## **2.10 Bid Process stage**

- Assist the Client in inviting, receiving and analyzing tenders
- Evaluation of tenders received, preparation of Bid Evaluation Report
- Assist the Client in identification of contractors for execution
- Preparation of Contract Documents
- Assist the Client in execution of contract documents

## **2.11 Supervision Management**

- Preparation of Master PERT Chart with bar chart developed through MS project / Primavera for the total Project and PERT chart with bar chart developed through MS project / Primavera for all the components of the Project for enclosing the same with the respective proposal schedules and indicate Intended period of completion.
- Preparation of Milestone Chart for progress monitoring, Site Progress Reporting Formats, Reporting format for the Client, Quality assurance plan, Measurement methodology and model format for Claim Bills for payment, for enclosing the same in the proposal schedule

- Day to day supervision of the field works, quality audit, taking and recording measurements of the works executed, check measurements, certification and making recommendations for release of payments to the contractors.
- The Consultant shall make any necessary revisions as may be required by the Client in the drawings and obtain the final approval of the Client. If the Consultant is required by the Client to repeat or substantially modify after approval, any completed process such as design, tendering, resubmission to the client due to change in design, such additional works shall be carried out by the consultant without any additional payment.
- On completion of all works, the consultant have to advice cost variation with justification, prepare and submit twelve sets of “As executed” drawing in hard copy with one set of soft copy, of project and other services and assist for obtaining approval of statutory authorities.

2.12 All works shall be done in conformity with relevant specifications prescribed by Botanic Garden Conservation International (BGCI) UK and National Botanical Research Institute, Lucknow, UP (NBGRI) and accepted Government procedures and the best International practices wherever required.

2.13 The physical model should be submitted for the concept selected. However, the model should not be sent until it is called for.

2.14 Two copies of all designs, drawings, reports, photographs and other documents (both hard and soft) should be submitted.

2.15 On completion, the Consultant shall supply to the client free of cost twelve sets of all final drawings, specifications in hard copy and four sets in soft copy.

**TIMEFRAME FOR OUTPUTS**

2.16 The Competition will be announced on public media in April, 2010 and the procurement process will be completed within two months from the date of publication. The over all project implementation schedule is 20 months as detailed below:

1.	Submission of Master Plan and Detailed Project Report	Two months from the date of letter of award of consultancy
2.	Procurement of contractor(s) for execution of works	Two months from the date of approval of Master Plan and Detailed Project Report
3.	Implementation period	16 months from the date of award for works
4	Supervision	Throughout the implementation period from the date of entering into works agreement with contractor till the completion of Project in all respects

**KEY PROFESSIONALS**

2.17 The following key professionals are to be engaged by the Architectural Firm / Consortium along with required technical, managerial and support staff. It is expected that Architectural Firm / Consortium will employ qualified and experienced professionals to carryout the entire scope of work.

S.No.	Specialization	No.	Requirements
1	Architect (Team Leader / Project Coordinator)	1	Masters in Architecture with not less than 15 years experience in the planning, designing and implementation of similar projects
2	Landscape Architect	1	Masters in Architecture with specialization in landscape design with not less than 10 years experience in the design and implementation of similar projects
3.	Urban Planner	1	Masters in Planning with not less than 10 years experience urban planning and traffic planning
4	Botanist	1	Masters in Botany with Ph.D. and not less than 10 years experience in design and maintenance of parks and gardens
5	Design Engineer cum Infrastructure Specialist	1	Masters in Civil / Structural Engineering with not less than 10 years experience in designing of civil engineering structural elements
6	Project Engineer	1	Masters in Civil / Structural Engineering (Structural / Construction Management) with not less than 10 years experience in execution of all kinds of civil structures with adequate working knowledge in project management software.
7	Horticulturist	1	Bachelor degree in Horticulture / Forestry with not less than 10 years experience in design and maintenance of parks and gardens

### **SUPPORT PERSONNEL**

2.18 The above team should be supported by adequate number of support staff in the categories of Environmental Specialist, Social Specialist, Finance Specialist, Procurement Specialist, Contract Management Specialist, Civil and Structural Engineer, Quantity Surveyor, Field Engineers and Supervisors and other technical, managerial and support staff during design and supervision management of this assignment

### **MONITORING / REVIEW COMMITTEE**

2.19 A Monitoring / Review Committee will be constituted by CRRT / Government of Tamil Nadu to review the progress, reports and monitor performance.

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## **SECTION – 3**

### **GENERAL CONDITIONS OF CONTRACT**

#### **“Comprehensive Landscape Architectural Services for Development, Design and Supervision Management towards creation of Semmozhi Poonga in Coimbatore”.**

#### **DEFINITIONS**

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

- (a) "Applicable Law" means “The Tamil Nadu Transparency in Tenders Act, 1998” (as amended from time to time) and “The Tamil Nadu Transparency in Tenders Rules, 2000” (as amended from time to time) made there under and any other instruments having the force of law in the State of Tamil Nadu, India.
- (b) “Contract” means the agreement executed for Consultancy to provide detailed professional services as specified in Section – 2 (Scope of Work and Terms of Reference).
- (c) “Consultancy” means the Consultancy to provide detailed professional services as specified in Section – 2 (Scope of Work and Terms of Reference)
- (d) "Currency" means the Indian Rupees.
- (e) “CRRT” means Chennai Rivers Restoration Trust.
- (f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 3.31 here under.
- (g) "GCC" means General Conditions of Contract.
- (h) "Government" means the Government of Tamil Nadu.
- (i) “M.S. Project” means Microsoft Project.
- (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 as employees and assigned to the performance of the Services or any part thereof under this contract.
- (l) “PERT” means Programme Evaluation and Review Technique.
- (m) "Project" means project of construction of Semmozhi Poonga in Coimbatore.
- (n) "Services" means the work to be performed by the Consultant pursuant to this Contract for the purpose of the Project.

#### **EXECUTION OF THE ASSIGNMENT**

3.02. All the stages of the Consultancy shall be completed by the Consultant as per the approval given by the Client and also according to the time schedule and milestone prescribed. The works through out the stipulated period of contract will have to be carried out with diligence and in target time, since time is the essence of the contract.

3.03. Extension of Time shall be granted to accommodate any unavoidable delays at the discretion of the Client.

3.04. The Consultant shall be fully responsible for the designs and specifications for items and estimates for the Project. The Consultant shall ensure that the design of this project is not repeated elsewhere for any other client. However, the Client will have full access to the details of the calculation and the structural designs for purpose of independent scrutiny. The Consultant shall render all possible help for the above scrutiny.

3.05. On completion, the Consultant shall supply to the client free of cost twelve sets of all final drawings, specifications in hard copy and four sets in soft copy.

3.06. The drawings, specifications and documents as prepared for this project are the property of the Client whether the Project is executed or not.

3.07. The client shall have the liberty to stop the Project at any stage or not to execute any component of the Project and the consultant shall not be entitled to any compensation for non-execution except the fees that are payable to the Consultant up to the stages of Project executed.

3.08. The consultant shall not make any deviations, alterations, additions or omissions and revisions in the plans or drawings without the knowledge and prior consent of the Client. Any variation has to be brought to the notice of the client with cost implications before execution of work and approval obtained. Further if there is any loss or extra expenditure to the Client on account of defective design the entire cost so incurred will have to be made good by the Consultant.

3.09. The total duration for the scope of service by the Consultant to the Client shall be 20 calendar months from date of acceptance of Letter of Award unless it is extended by the client for valid reasons. The detailed project time schedule is furnished in Section 4 (Project Time Schedule). The Consultant shall assist to complete the Project within the period mentioned in Section 4 (Project Time Schedule). However, if the delay is attributable to the contractor(s) executing the Project works, the Consultant shall continue to render all services as per consultancy contract beyond the schedule period and will continue to be under the obligation to provide all services until the work is completed in all respects with additional charges to be decided on mutual agreement between the parties. The additional charges will form part of and restricted to Liquidated Damages to be claimed from the Contractor(s). If the delay is caused due to inadequate and improper planning, design and supervision, the Consultant shall bear the expenditure in the same manner as above.

3.10. The Consultant shall exercise all reasonable skill, care and diligence in the discharge of their duties and shall exercise such general superintendence and inspection in regard to such works as may be necessary to ensure that the Project is being executed in accordance with the contract document and shall endeavour to guard the client against the defects and deficiencies in the execution of the Project.

### **CONTROL OF WORKS**

3.11. The overall control of the Consultancy and Project shall be vested with the Client or their authorised representative. The Consultant shall cause appropriate action taken on the order of the client. The Consultant shall act only on written communication or in any emergency on oral communication to be confirmed thereafter in writing by the Client or their authorised representative.

### **CLIENT'S RESPONSIBILITIES:**

3.12. Provide details for the preparation of Design brief towards the creation of a botanical garden

3.13. Handing over the layout plan and boundary details.

3.14. Pay the fees for the Consultancy at various stages within 45 calendar days from the date of receipt of the claim at the Client's office.

### **SECURITY DEPOSIT**

3.15 The Consultant shall deposit a sum of Rs. 5,00,000/- (Rupees five lakhs only) as interest free security deposit in the form of Demand Draft from any scheduled bank payable at Chennai in favour of the "Chennai Rivers Restoration Trust", within 15 days from the date of receipt of the letter of award and execute an agreement for the due fulfilment of terms and conditions of the Consultancy, failing which the EMD will be forfeited.

The security deposit will be released after successful completion of the entire assignment as described in the Section 2 (Scope of Work and Terms of Reference). If there is any dues / interest / cost / expenses / charges / deductions / liabilities / damages etc., to be recovered in any of the terms and conditions of this proposal document, the same will be adjusted against security deposit. The security deposit will be forfeited for non- fulfilment of any of the terms and conditions of this proposal document

### **TERMINATION OF CONTRACT**

3.16. In the event of the Consultant renege the Contract, the Client shall have the power to employ any other agency at the risks and costs of the Consultant, to complete the work.

3.17. In the event of failure on the part of the Consultant to complete their work or the Client to give approval and / or make payments within the time specified or in the event of either of the parties commit a breach of any one or more of the terms and conditions of the Contract / Agreement, the aggrieved party shall be entitled to rescind this Agreement without prejudice to its rights to claim damages or remedies under the law.

3.18. The Termination of Contract shall also be subject Clause 3.44 here under.

### **DISPUTES / ARBITRATION**

3.19. In the event of any question, dispute or difference arising with regard to the interpretation of the Agreement, of the rights, liabilities or duties arising out or otherwise in connection with the contract, the matter shall be referred to Arbitration. The appointment of Arbitrator and Arbitral proceedings shall be by mutual agreement. The decision of the Arbitrator shall be final and binding on the Parties. The provisions of the Indian Arbitration Act, 1996 as amended from time to time shall apply to such Arbitration. If work under this contract has not been completed when a dispute is referred to arbitration, the work shall continue during the arbitration unless the Termination ordered by the Client and no payment due to the consultant under the provisions of the contract shall be withheld on account of arbitration proceedings unless authorized or required by the Arbitrator. The Arbitration proceedings shall be at Chennai.

3.20. 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.

3.21. In respect of disputes, the High Court of Judicature at Chennai and Courts subordinate there to in Chennai shall alone have jurisdiction.

## **GENERAL PROVISIONS**

### **RELATION BETWEEN THE PARTIES**

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

### **LAW GOVERNING CONTRACT**

3.23. This contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Indian Law.

### **LANGUAGE**

3.24. This contract shall be executed in English.

### **HEADINGS**

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

### **NOTICES**

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

3.27. Notice will be deemed to be effective as follows:

- (a) In the case of personal delivery or registered mail, on delivery and
- (b) In the case of telex, facsimile or e-mail, on confirmation of transmission.

3.28. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in GCC.

### **AUTHORISED REPRESENTATIVES**

3.29. 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 to be specified.

### **TAXES AND DUTIES**

3.30. The Consultant and his Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law.

### **COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

#### **EFFECTIVENESS OF CONTRACT**

3.31. 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.

## **COMMENCEMENT OF SERVICES**

3.32. The date of commencement of services is from the date of execution of Agreement or the date on which the Client directs commencement of works.

## **TERMINATION OF CONTRACT FOR FAILURE TO BECOME EFFECTIVE**

3.33. If the Consultant do not come forward to sign the Agreement within the days specified by the Client or this Contract has not become effective after the date of the Agreement signed by the Parties, then the Client may, by not less than 15 calendar days written notice to the Consultant declare this Contract to be null and void and in the event of such declaration by the Client, the Consultant will become liable for the loss incurred by the client in the event of Contract becoming ineffective for the reasons attributable to the Consultant and the Consultant shall have no claim against the Client with respect hereto.

## **EXPIRATION OF CONTRACT**

3.34. Unless terminated earlier pursuant to Clause 3.44 hereof, this Contract shall expire when services have been completed and all payments have been made.

## **ENTIRE AGREEMENT**

3.35. 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.

## **MODIFICATION**

3.36. 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 and shall not be effective otherwise. However, each Party shall give due consideration to any proposals for modification made by the other Party.

## **3.37. FORCE MAJEURE**

### **Definition**

(a) For the purpose 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 solely restricted to the staff of the Consultant) 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 agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this contract and 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.

### **3.38. NO BREACH OF CONTRACT**

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach, 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.

### **3.39. 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.

### **3.40. 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.

### **3.41. PAYMENTS**

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

### **3.42. 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 agree on appropriate measures to be taken in the circumstances.

### **3.43. SUSPENSION**

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

## **TERMINATION**

### **3.44. By the Client**

The Client may terminate this Contract by issuing not less than fifteen (15) days written notice of termination to the Consultant except in the case of (e) below, after the occurrence of any of the events specified given hereunder

(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 3.43 herein above.

(b) if the Consultant become 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 3.43 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 thirty (30) days.

(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 completing for 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 Clients, and includes collusive practice among Consultant (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Clients of the benefits of free and open compensation.

### **3.45. CESSATION OF RIGHTS AND OBLIGATIONS**

Upon termination of this Contract, pursuant to Clause 3.34 or 3.44 hereof, all rights and obligations of the Parties hereunder shall cease, except:

(a) such rights and obligations as may have accrued on the date of termination or expiration;

(b) the obligation of confidentiality set forth in Clause 3.52 hereof;

(c) the Consultant obligation to permit inspection, copying and auditing of their accounts and records; and

(d) any right which a Party may have under the Applicable Law.

### **3.46. CESSATION OF SERVICES**

Upon termination of this Contract by notice pursuant to Clauses 3.44 hereof, the Consultant shall, immediately upon 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.

### **3.47. PAYMENT UPON TERMINATION**

Upon termination of this contract pursuant to Clauses 3.44 hereof, the Client shall make payment to the Consultant after offsetting any amount that may be due from the Consultant to the Client.

### **3.48. DISPUTES ABOUT EVENTS OF TERMINATION**

If the Consultant dispute whether an event specified in paragraphs (a) through (e) of Clause 3.44 hereof has occurred, then the Consultant, may within thirty (30) days after receipt of notice of termination from the Client, refer the matter to arbitration and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **OBLIGATIONS OF THE CONSULTANT**

#### **3.49. GENERAL**

##### **3.49.1. 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 Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultant or Third Parties.

**3.49.2.** The Consultant shall assume full responsibility for the design and specification for items in scope of work and the client will have full access to the structural designs.

**3.49.3.** The Consultant shall not make any deviation, alteration or omission from the approved drawings without prior consent of the client.

#### **3.50. LAW GOVERNING SERVICES**

The Consultant shall perform the Services in accordance with the Applicable Indian Law and shall take all practicable steps to ensure that the Personnel of the Consultant comply with the Applicable Indian Law. The Consultant shall be conversant with laws / local customs and respect them.

#### **3.51. CONFLICT OF INTERESTS**

##### **3.51.1. CONSULTANT NOT TO BENEFIT FROM COMMISSIONS, DISCOUNTS, ETC.**

The fees of the Consultant hereof shall constitute the Consultant's sole fees in connection with this Contract for the Services and, subject to Clause 3.51.2 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.

##### **3.51.2. PROCUREMENT RULES OF FUNDING AGENCIES**

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 Client and shall at all times exercise such responsibility in the best interest of the Client.

##### **3.51.3. CONSULTANT AND AFFILIATES NOT TO ENGAGE IN CERTAIN ACTIVITIES**

The Consultant during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services for any project resulting from or closely related to the Services.

#### **3.51.4. PROHIBITION OF CONFLICTING ACTIVITIES**

The Consultant shall not engage, and shall cause 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 with the agencies / institutions of Government of Tamil Nadu which would conflict with the activities assigned to them under this Contract; and

(b) For a period of two years after the expiration of this Contract, the Consultant shall not engage, and shall cause their Personnel not to engage, in the activity of a purchaser (directly or indirectly) of the assets on which they advised the Client under this Contract nor in the activity of an adviser (directly or indirectly) of potential purchasers of such assets. The Consultant also agrees that their affiliates shall be disqualified for the same period of time from engaging in the said activities.

#### **3.52. CONFIDENTIALITY**

The Consultant and the Personnel shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Service, this contract or the Client's business or operations without the prior written consent of the Client.

#### **3.53. LIABILITY OF THE CONSULTANT**

The Consultant shall be liable to the Clients for the performance of the services in accordance with the provision of this Contract and for any loss suffered by the Client as a result of default of the Consultant in such performance. Liquidated damages will be claimed by the client including forfeiture of Security.

The Liquidated damages for the whole of the work are Rs.50,000/- (Rupees Fifty Thousand only) per day and that for the stages are as under:-

- Stage 1 – Rs.2,500/- [Rupees Two Thousand and Five Hundred only]
- Stage 2 - Rs.2,500/- [Rupees Two Thousand and Five Hundred only]
- Stage 3 - Rs.2,500/- [Rupees Two Thousand and Five Hundred only]
- Stage 4 - Rs.2,500/- [Rupees Two Thousand and Five Hundred only]
- Stage 5 - Rs.2,500/- [Rupees Two Thousand and Five Hundred only]
- Stage 6 - Rs.32,500/- [Rupees Thirty Two Thousand and Five Hundred only]
- Stage 7 - Rs.5,000/- [Rupees Five Thousand only]

The maximum amount of Liquidated damages for the whole of the work is Rs.10,00,000/- [Rupees Ten Lakhs only].

The Client shall be indemnified by the Consultant for any damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the services.

If the consultant terminates the contract in between on his own motion or do not carryout any one of the activities, then the client shall claim Liquidated Damages.

#### **3.54. INSURANCE TO BE TAKEN OUT BY THE CONSULTANT**

The Consultant (a) shall take out and maintain, at their own cost by on terms and conditions approved by the Client, insurance against the risks, and for the coverage, and (b) 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 have been paid.

The minimum insurance cover for loss or damage to the equipment and physical property in connection with this contract, personal injury or death is Rs.3,00,000/- per occurrence, with the number of occurrences limited to 4. After each occurrence, the Consultant will pay additional premium necessary to make insurance valid for 4 occurrences always.

### **3.55. CONSULTANT 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) Deployment of Key Professional and
- (b) Any other action that may be specified

The Consultant shall furnish in writing the details of support and other personnel to be employed for the Consultancy.

### **3.56. REPORTING OBLIGATIONS**

The Consultant shall submit to the Client the reports and documents in the prescribed formats within the time periods set forth.

### **3.57. CONSULTANT PERSONNEL**

#### **3.57.1. GENERAL**

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

#### **3.57.2. DESCRIPTION OF PERSONNEL**

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in carrying out of the Services of each of the Consultant's Key Professional are to be furnished by the Consultant.

#### **3.57.3. APPROVAL OF PERSONNEL**

The Key Professional as listed by title in Section 2 (Scope of Work and Terms of Reference), which the Consultant propose to use in carrying out of the Service, shall be submitted to the Client for review and approval.

#### **3.57.4. REMOVAL AND/OR REPLACEMENT OF PERSONNEL**

(a) Except as the Client may otherwise agree no changes shall be made in the Key Professional. If, for any reason beyond the reasonable control of the Client / Consultant, it becomes necessary to replace any of the Key Professional, the Consultant shall forthwith provide as a replacement a person of equivalent or higher qualification.

(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 of a person of equivalent or better qualifications.

**3.58. OBLIGATIONS OF THE CLIENT**

**3.58.1. ASSISTANCE AND EXEMPTIONS**

Unless otherwise specified, the Client shall use its best efforts to ensure that the Client shall;

- (a) Provide the Consultant with work permits and such other documents as shall be necessary to enable the Consultant Personnel to perform the Services;
- (b) Issue to officials, agents and representatives of the Client all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services and
- (c) Provide to the Consultant any such other assistance as may be specified.

**3.58.2. ACCESS TO LAND**

The Client warrants that the Consultant shall have, free of charge, unimpeded access to all land in respect of which access is required for the performance of the Services only after getting the written permission of the Client.

**3.58.3. 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 be unaltered. No additional claim shall be entertained.

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## SECTION – 4

### PROJECT TIME SCHEDULE

**“Comprehensive Landscape Architectural Services for Development, Design and Supervision Management towards creation of Semmozhi Poonga in Coimbatore”.**

#### **OVERALL PROJECT COMPLETION PERIOD**

4.01 The overall project completion period will be 20 months, consisting of the following:

1.	Preparation of Master Plan and Detailed Project Report	2 months
2.	Procurement of contractor(s) for execution of works	2 months
3.	Implementation period	
	i. Site development related activities, landscaping, irrigation works, visitors amenities, plantations, signages and display boards and other related works	4 months
	ii. Other major works	10 months
	iii. Finishing, cleaning and make the Poonga fully functional	2 months
	<b>Total</b>	<b>20 months</b>

#### **PROJECT TIME SCHEDULE**

4.02 The details of stages and activities are provided in Form F – 9 and the Architectural Firm / Lead Partner of the Consortium have to program the activities taking into consideration of overall project completion period.

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## SECTION – 5

### FEES AND PAYMENT OF FEES

**“Comprehensive Landscape Architectural Services for Development, Design and Supervision Management towards creation of Semmozhi Poonga in Coimbatore”.**

#### **SCALE OF FEES**

5.01 The Consultancy fee for the Consultancy is proposed as follows

<b>No.</b>	<b>Nature of work</b>	<b>Fees</b>
1.1	For components involving site development	2.5% of the cost of the respective component
1.2	For components involving building construction	5.0% of the cost of the respective component
1.3	For other components	7.5% of the cost of the respective component

Component cost will include executed value of site development, all civil construction, materials, interiors, systems, utilities landscape features, planting and other expenses relating to the respective component(s) on which the Consultant have rendered services, but excludes cost of land, statutory fees, deposits, advertisement and other administrative expenses. Service Tax & Cess, as applicable, will be payable to the Consultant, additionally as applicable, from time to time.

#### **STAGES OF PAYMENT OF FEES**

5.02 For each of the services in the scope of work, the Consultant shall be paid at the following stages consistent with the work. Payments made to the Consultant are “On account” and shall be adjusted against the final amount payable. The schedule of payment shall be as per the details given below:

<b>Stage 1</b> On acceptance of conceptual designs and rough estimate of cost. A walkthrough presentation shall be made.	5% of the total fees payable.
<b>Stage 2</b> On submitting the required preliminary scheme for the Client's approval along with the preliminary estimate of cost and on acceptance of Master Plan.	10% of the total fees payable less payment already made at the preceding stage (s).
<b>Stage 3</b> On incorporating Client's suggestions and submitting drawings for obtaining approval from the Client/statutory authorities, if required and on acceptance of Detailed Project Report	15% of the total fees less payment already made at the preceding stage (s).

<p><b>Stage 4</b></p> <p>Upon client's approval/statutory approval and preparation of working drawings, specifications and schedule of quantities sufficient to prepare estimate of cost &amp; preparation of tender documents and preparation of final tender documents</p>	<p>20% of the total fees payable less payment already made at the preceding stage (s).</p>
<p><b>Stage 5</b></p> <p>On inviting, receiving and analysing tenders; advising Client on appointment of contractors.</p>	<p>25% of the total fees payable less payment already made at the preceding stage (s).</p>
<p><b>Stage 6</b></p> <p>a. On submitting working drawings and details required for commencement of work at site.</p> <p>b. On progress of work(s)</p> <p>i. On completion of 20% of the work</p> <p>ii. On completion of 40% of the work</p> <p>iii. On completion of 60% of the work</p> <p>iv. On completion of 80% of the work</p> <p>v. On Virtual Completion</p>	<p>35% of the total fees less payment already made at the preceding stage (s).</p> <p>45% of the total fees payable less payment already made at the preceding stage (s).</p> <p>55% of the total fees payable less payment already made at the preceding stage (s).</p> <p>65% of the total fees payable less payment already made at the preceding stage (s).</p> <p>75% of the total fees payable less payment already made at the preceding stage (s).</p> <p>90% of the total fees payable less payment already made at the preceding stage (s).</p>
<p><b>Stage 7</b></p> <p>i. On submitting Completion Report and drawings for issuance of completion/occupancy certificate by statutory authorities, wherever required and on issue of as built drawings</p> <p>ii. On Submission of twelve sets of all final drawings, specifications in hard copy and four sets in soft copy.</p>	<p>90% of the total fees payable less payment already made at the preceding stage (s).</p> <p>100% of the fees payable less payment already made at various stages and retainer.</p>

The above stages are independently applicable for civil works and other component works and interior design and decoration works.

**TERMS OF PAYMENT**

5.03 The Consultant shall submit “On account” bills at appropriate stages and the Client shall make payment as per the schedule of payment given above after with holding 10% of the bill amount as retention amount from each bill. Out of this 10% retention amount, 5% will be released on issue of virtual completion certificate and certification of the Final Bills of all the agencies and balance 5% retention amount will be released after successful completion of defects liability period of the civil contractors. All payments are subject to deduction of Income Tax at sources at the applicable rates, all other statutory deductions, as applicable and other deductions as specified in GCC.

5.04 The Client shall pay to the Consultant in local currency (Indian Rupees) as remuneration.

5.05 The Consultant fee to be paid as provided herein will be in full discharge of functions to be performed by them and no claims whatsoever shall lie against the Client in respect of any other party / consultant joining with the Consultant relating to the services herein agreed. The Consultant shall indemnify and keep indemnified the Client against any such claim.

**EFFECTING PAYMENTS TO THE CONSULTANT**

5.06 The payment to the Consultant during various stages is “On account” payments and will get adjusted in the final payment. The basis of making payments at various stages shall be as follows:

(a) At Stage 1	:	On rough estimate of cost.
(b) At Stages 2 to 4	:	On preliminary estimate of cost.
(c) At Stages 5 to 6	:	Accepted estimate cost.
(d) At Stage 7	:	Actual total cost

\*\*\*\*\*

## **SECTION – 6**

### **INSTRUCTION TO THE CONSULTANTS**

#### **“Comprehensive Landscape Architectural Services for Development, Design and Supervision Management towards creation of Semmozhi Poonga in Coimbatore”.**

#### **NORMS TO BE ADHERED TO AND OTHER REQUIREMENTS**

6.01 The Consultant is expected to have knowledge about the features of the World Class Botanical Gardens in other States or Countries, particularly the ones developed in the recent years so as to obtain more inputs for the proposed Project.

6.02 All works shall be done in conformity with relevant specifications prescribed by Botanic Garden Conservation International (BGCI) UK and National Botanical Research Institute, Lucknow, UP (NBGRI) and accepted Government procedures and the best International practices wherever required.

6.03 The spirit of Dravidian Architectural Style may be captured. The civil construction should be kept as minimum as possible. Eco-friendly materials should be used to the maximum extent possible. The project and construction should be energy efficient and accordingly, Green principles and energy efficient principles should be considered.

6.04 The Master Plan can also include land requirements of existing Gandhipuram Bus Stand and establishing a new world class convention centre with associated infrastructure and multi level vehicle parking facility along Nanjappa Road.

6.05 In the location selected for Semmozhi Poonga, Coimbatore Central Prison occupies about 72.3 acres of land. Hence, about 20 meters should be left along the jail compound wall. As the Prison is functioning now the existing water sources to be allowed to be utilized for jail. The shifting of frisking facility may be considered.

6.06 Development Control Rules and Building Regulations as prescribed by Coimbatore City Municipal Corporation / Government of Tamil Nadu shall be adhered to.

6.07 Requirements of drawings and documents to be submitted:

- All measurements must be indicated in the Metric System.
- The size of drawings shall be (A0) 841mm x 1189mm.
- The drawings shall be finished in black and white.
- All the indications, lettering as well as explanatory notes shall be in English.

6.08 The drawings and information to be submitted shall be as follows:-

- (a) Key plan to scale 1:200
- (b) Layout plan to a scale of 1:600

- All floor plans to a scale of 1:200
- At-least two key cross sections to a scale of 1:200
- At-least two elevations one of which must be to a scale of 1:200
- A perspective view of the proposed garden.

- Preliminary Project Report including rough cost estimate to completely illustrate the concept, design and its components.
- A minimum of three photographs from different angles (size 250mm x 200mm) of the model of the project to explain the scheme.

6.09 The physical model should be submitted for the concept selected. However, the model should not be sent until it is called for.

6.10 Two copies all designs, drawings, reports, photographs and other documents (both hard and soft) should be submitted.

6.11 On completion, the Consultant shall supply to the client free of cost twelve sets of all final drawings, specifications in hard copy and four sets in soft copy.

\*\*\*\*\*

**FORM F-1**

**(FORM FOR COVERING LETTER)**

*(Letter head of Architectural Firm / Lead Partner of Consortium)*

Ref. No.

Date:

To

The Member Secretary,  
Chennai Rivers Restoration Trust,  
O/o. Tamil Nadu Urban Infrastructure Financial Services Limited,  
Vairam Complex, First Floor,  
No. 112, Thyagaraya Road,  
Thyagaraya Nagar,  
Chennai 600 017

Sir:

**Sub: Consultancy Services for Comprehensive Landscape Architectural Services for Development, Design and Supervision Management towards creation of Semmozhi Poonga in Coimbatore**

I / We ..... Architect / Architectural Firm / Lead Partner of Consortium consultant/consultancy firm/organization herewith enclose the following for selection of my / our firm as consultant for **Comprehensive Landscape Architectural Services for Development, Design and Supervision Management towards creation of Semmozhi Poonga in Coimbatore:**

1. A Demand Draft No. .... dated ..... for Rs. 100,000/- (Rupees one lakh only) drawn on .....(name of the bank) in favour of "Chennai Rivers Restoration Trust" is enclosed towards payment of EMD,
2. Technical Proposal and
3. Design Concepts.

I / We have complied with and fully accept the terms and conditions which apply to this competition.

Place:

Yours faithfully,

Date:

**Authorised Signatory  
of Architectural Firm / Lead Partner of  
Consortium**

Office Seal of the Architectural Firm /  
Consortium

(Name and Designation)

**Encl : As above**

## FORM F - 2

### FORM FOR TECHNICAL PROPOSAL

**Sub: Consultancy Services for Comprehensive Landscape Architectural Services for Development, Design and Supervision Management towards creation of Semmozhi Poonga in Coimbatore**

<b>Name, address and general details of the Architectural Firm / Lead Partner of the Consortium</b>			
1.	Name and full mailing address		Telephone No. Fax No. e-mail id:
2.	Year of establishment		
3.	Legal Status		
4.	Name(s) and Registration No. of the Architects with Council of Architecture		
	Name of the Architect(s)	Registration No.	
	i		
	ii		
	iii		
	iv		
	v		
	vi		
	(Declaration to be furnished in Form F – 3)		
	(Attested copies of certificates in proof of registration with the Council Architecture to be enclosed)		
5.	Name & designation of the Architect who is authorized to deal with the above proposal		Telephone No. Mobile No. Fax No. Email id:
6.	Bid validity period (At least for a period of 90 days from the date of submission of proposals)		
7.	Annual Turnover (Rs. in lakhs)	(Attach copies of Audited Annual Accounts, duly attested)	
	Financial year	Total Turnover	Consultancy fees
	2007-08		
	2008-09		
	2009-10		
	Total		
	Average Turnover		
	(Details to be furnished in Form F-4)		

8.	Details of consultancies completed for designing Botanical Garden or similar work such as landscaping, covering an area of not less than two acres during the last five years (April 2005 to March 2010) for a fee not less than Rs.25 lakhs.		
	Name of the work and address	Fees (Rs. in lakhs)	Date of completion
i			
ii			
iii			
	(Details to be furnished in Form F - 5)		
	(Attested copies certificates in proof of experiences to be furnished)		
9.	Name and specialization of key professionals		
	Name	Area(s) of specialization	
i			
ii			
iii			
iv			
v			
vi			
vii			
	(Details of composition of the team personnel to be furnished in Form - 6, CV of key professional to be furnished in Form F- 7 and work program and time schedule for key Professional to be furnished Form F-8)		
10	Project Time Schedule, Approach & Methodology	To be furnished in Form F - 9	
11	Name and address of the consortium partner(s)		
	i.	ii	
	Telephone No. Fax No. e-mail id:	Telephone No. Fax No. e-mail id:	
12	Nature of arrangement or tie-up with the consortium partner  (Letter of association has to be furnished by the consortium partner in Form F – 10)		
13	Address of office in Coimbatore.  If no established office is available in Coimbatore, whether you are willing to open an office with necessary infrastructure facilities if the consultancy is awarded		

14	Whether the firm has adequate infrastructure facilities to carry out the proposed consultancy, satisfactorily  (Details of Infrastructure to be furnished in Form F – 11)	
15	Details of awards, if any, received from Central or State Government(s), Associations, Chambers etc., may be furnished. (Attested copies of certificates to be attached)	

### DECLARATION

1. We declare that we have made necessary arrangement with the consortium partner(s) for the above-mentioned project.
2. We declare that the particulars furnished above are correct and we are ready to furnish any other details as may be required by CRRT. We have fully understood and accept all the terms and conditions of the Request for Proposals.
3. We also declare that we will abide by the terms and conditions laid down by CRRT for the proposed consultancy.

Place:

**Authorised Signatory  
of Architectural Firm / Lead Partner of  
Consortium**

Date:

(Name and Designation)

Office Seal of the Architectural Firm /  
Consortium



## FORM F - 4

### FORM OF PROVIDING ANNUAL TURNOVER

**Sub: Consultancy Services for Comprehensive Landscape Architectural Services for Development, Design and Supervision Management towards creation of Semmozhi Poonga in Coimbatore**

Name of the Architectural Firm / Lead Partner of the Consortium:

Rs. In lakhs

Details	2007-08	2008-09	2009-10
<b>Income</b>			
1. Fees for architectural consultancy			
2. Fees for other consultancy services			
3			
4			
5.			
<b>Total Income</b>			
<b>Expenditure</b>			
1			
2			
3			
4			
5			
<b>Total Expenditure</b>			
<b>Profit / Loss</b>			

(The above figures should tally with Audited Annual Accounts – Attach audited annual accounts for the above three financial years, duly attested)

#### **Calculation of Average Annual Turnover**

**Rs. In lakhs**

Details	Fees for architectural consultancy and other consultancy service
2007-08	
2008-09	
2009-10	
<b>Total</b>	
<b>Annual Average</b>	

Place:

**Authorised Signatory  
of Architectural Firm / Lead Partner of  
Consortium**

Date:

Office Seal of the Architectural Firm /  
Consortium

(Name and Designation)

## FORM F-5

### ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST 5 YEARS

**Sub: Consultancy Services for Comprehensive Landscape Architectural Services for Development, Design and Supervision Management towards creation of Semmozhi Poonga in Coimbatore**

1. Name of the Architectural Firm / Lead Partner of Consortium:

2. Outline of recent experience on assignments of similar nature:

Sl. No.	Name of assignment	Name of project	Owner or sponsoring authority	Fees for the assignment (Rs. In lakhs)	Date of commencement	Date of completion	Was assignment satisfactorily completed
1	2	3	4	5	6	7	8

Place:

**Authorised Signatory  
of Architectural Firm / Lead Partner of  
Consortium**

Date:

Office Seal of the Architectural Firm /  
Consortium

(Name and Designation)

Note: Attach attested copies of certificates from the employer by way of documentary proof (Issued by the Officer of rank not below the rank of Superintending Engineer or equivalent.)

## FORM F-6

### COMPOSITION OF THE TEAM PERSONNEL AND THE TASK WHICH WOULD BE ASSIGNED TO EACH TEAM MEMBER

**Sub: Consultancy Services for Comprehensive Landscape Architectural Services for Development, Design and Supervision Management towards creation of Semmozhi Poonga in Coimbatore**

Name of the Architectural Firm / Lead Partner of the Consortium:

#### **1. Key Professional**

Sl.No.	Name	Position/Title	Task assignment
1			
2			
3			
4			
5			
6			
7			

#### **2. Technical Staff**

Sl.No.	Name	Position/Title	Task assignment

#### **3. Managerial Staff**

Sl.No.	Name	Position/Title	Task assignment

#### **4. Support Staff**

Sl.No.	Name	Position/Title	Task assignment

Place:

**Authorised Signatory  
of Architectural Firm / Lead Partner of  
Consortium**

Date:

(Name and Designation)

Office Seal of the Architectural Firm /  
Consortium

## **FORM F-7**

### **SUGGESTED FORMAT OF CURRICULUM VITAE FOR KEY PROFESSIONAL OF CONSULTANT'S TEAM**

**Sub: Consultancy Services for Comprehensive Landscape Architectural Services for Development, Design and Supervision Management towards creation of Semmozhi Poonga in Coimbatore**

Name of the Architectural Firm / Lead Partner of the Consortium:

1. Name of the Key Professional:  
Nationality

2. Profession:  
Registration No. in the case of Architect:  
Present Designation:

3. Years with Firm/Organization:

4. Areas of Specialization:

5. Proposed Position on Team:

6. Key Qualifications:

(Under this heading, give outline of key Professional's experience and training most pertinent to assigned work on proposed team. Describe degree of responsibility held by key Professional on relevant previous assignments and give dates and locations. Use up to half-a-page.)

7. Education:

(Under this heading, summarize college/university and other specialized education of key Professional, giving names of schools/colleges, etc., dates attended and degrees obtained. Use up to a quarter page.)

8. Experience:

(Under this heading, list all positions held by key Professional since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use up to three quarters of a page.)

9. Languages:

(Indicate proficiency in speaking, reading and writing of each language by 'excellent', 'good' or 'poor'.)

Date :

Signature of Key Professional

Place:

**Authorised Signatory  
of Architectural Firm / Lead Partner of  
Consortium**

Date:

Office Seal of the Architectural Firm /  
Consortium

(Name and Designation)



## FORM F-9

### PROJECT TIME SCHEDULE, APPROACH & METHODOLOGY

**Sub: Consultancy Services for Comprehensive Landscape Architectural Services for Development, Design and Supervision Management towards creation of Semmozhi Poonga in Coimbatore**

Name of the Architectural Firm / Lead Partner of the Consortium:

1. The duration for overall completion of the project will be 20 months, consisting of the following:

1.	Preparation of Master Plan and Detailed Project Report	2 months
2.	Procurement of contractor(s) for execution of works	2 months
3.	Implementation period	
	i. Site development related activities, landscaping, irrigation works, visitors amenities, plantations, signages and display boards and other related works	4 months
	ii. Other major works	10 months
	iii. Finishing, cleaning and make the Poonga fully functional	2 months
	<b>Total</b>	<b>20 months</b>

2. Project Time Schedule

The Architectural Firm / Consortium have to indicate duration for completion each of the following Stage / activity taking into consideration of overall project completion time schedule:

Sl. No.	Stages & Activities	Civil Works		Services		Lay out works	
		Duration	Period from the date of LOA to the Consultant	Duration	Period from the date of LOA to the Consultant	Duration	Period from the date of LOA to the Consultant
<b>I</b>	<b>Design &amp; Approval Stage</b>						
a	Development of conceptual designs, finalisation of conceptual designs and approval by the Client.						

b.	Preparation of Master Plan						
c.	Preparation of Detailed Project Report						
d.	Preparation of Preliminary drawings and documentation for approval of statutory authorities						
<b>II</b>	<b>Tender Stage</b>						
a	Detailed Engineering, preparation of tender drawings, specification, tender documents & floating of tenders						
b	Receipt of tenders.						
c	Technical bid evaluation						
d	Price bid evaluation						
e	Fixing of Contractor by the client and issue of Letter of Award.						
<b>III</b>	<b>Construction Stage</b>						
a	Drafting of contract document						
b	Preparation and issue of "Good for Construction" drawings / scrutinising and giving approval to shop drawings.						
c	Execution thro' measurement, check measurements and authority to make payments						
d	Finishing & commissioning / cleaning and handing over.						

e	Total period of completion of work by the Contractors.						
f	Getting Statutory approval after completion.						
g	Submission of twelve sets of all final drawings, specifications in hard copy and four sets in soft copy.						
h	Settlement of accounts and Project Final report						

3. A short note on work plan, approach and methodology outlining various steps for performing the Consultancy

- not exceeding five pages-

4. Comments or suggestions on "Scope of Work and Terms of Reference."

Place:

**Authorised Signatory  
of Architectural Firm / Lead Partner of  
Consortium**

Date:

(Name and Designation)

Office Seal of the Architectural Firm /  
Consortium

**FORM F - 10**

**FORM FOR LETTER OF ASSOCIATION**

*<< Print on the letterhead of the Consortium Partner >>*

Ref. No

Date:

To

The Member Secretary,  
Chennai Rivers Restoration Trust,  
O/o. Tamil Nadu Urban Infrastructure Financial Services Limited,  
Vairam Complex, First Floor,  
No. 112, Thyagaraya Road,  
Thyagaraya Nagar,  
Chennai 600 017

Sir,

**Subject: Letter of Association for “Comprehensive Landscape Architectural Services for Development, Design and Supervision Management towards creation of Semmozhi Poonga in Coimbatore”.**

..... (name of the consortium partner), agree to exclusively associate as consortium partner with ... (name of the Lead Partner of the Consortium) for providing ..... (brief description of the arrangement or tie-up) for the above-mentioned consultancy. We will work closely with .....(name of the Lead Partner of the Consortium) and provide professional services to complete the work as detailed in the Scope of work and Terms of Reference.

Yours sincerely,

Signature

(Name & Designation of the authorized official of the consortium partner)

(Office Seal)



**Site Map / Sketch**

**Three Maps / Sketches and land details are enclosed, separately, (can be downloaded from [www.tnudf.com](http://www.tnudf.com), [www.adyarpoonga.com](http://www.adyarpoonga.com) ) as detailed below:**

1. Master Plan to be prepared for 163.08 acres (72.30+49.40+41.38)
2. Coimbatore Central Prison : 72.30 acres
3. Vacant site, civil structure etc. : DPR proposed to be prepared: Sketch is provided for 49.40 acres, of which DPR to be prepared for 45.00 acres, after removing the following:
  - a. Block no. 27, 1/part : 0.3932.0 ha
  - b. Block no. 27, 2/part : 0.2565.0 ha
  - c. Block no. 27, 14/part: 0.4718.5 ha
  - d. Block no. 27, 25/part: 0.5568.0 ha
4. Vacant site, civil structure etc.: Sketch is provided for 41.38 acres.

**FORM OF CONTRACT**

**CONTRACT FOR CONSULTANCY**

Between

**CHENNAI RIVERS RESTORATION TRUST  
112, Theyagaraya Road,  
Thyagaraya Nagar, Chennai 600 017**

Phone : 044 – 28153103, 04, 05 & Fax : 044 – 28153106

and

.....  
(Name and address of the Consultant)

Dated: .....

## FORM OF CONTRACT

This Agreement (hereinafter called the “Contract”) is made at Chennai on this .....day of ..... (month), (year), between Chennai Rivers Restoration Trust, represented by its Member Secretary and having its office in First Floor, Vairam Complex, No. 112, Theyagaraya Road, Theyagaraya Nagar, Chennai 600 017, Tamil Nadu (hereinafter called Client, which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes), of the ONE PART

and

.....(name and address of the Consultant) (hereinafter called the “Consultant” which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) of the OTHER PART

### WHEREAS

The Government of Tamil Nadu, through Client desire to select an Architectural Firm / Consortium based on design concept towards the development of Semmozhi Poonga in Central Prison Campus, Coimbatore.

The Client, on behalf of Government of Tamil Nadu, invited proposals by its Request for Proposal (RFP) documents dated .....for Comprehensive Landscape Architectural Services for Development, Design and Supervision Management towards creation of Semmozhi Poonga in Coimbatore, wherein terms and conditions have been prescribed .

Pursuant to RFP, Client received proposals from various bidders, including inter alia, the Consultant. After evaluation of the proposals received, the Client accepted the proposal of the Consultant and issued it letter of award no.....dated, to the Consultant requiring, inter alia, the execution of this contract with in ... days of the date of issue thereof.

NOW IT IS HEREBY AGREED by and between the parties hereto as follows:

1. In this Contract, words and expression shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Contract.
2. In consideration of the payments to be made by Client to the Consultant as hereinafter mentioned, the Consultant hereby covenants with CRRT to execute and complete the works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. Client hereby covenants to pay the Consultant in consideration of the execution and completion of the works and the remedying the defects such sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Contract, viz.:
  - i.
  - ii.
  - iii.

In witness whereof the parties thereto have caused this Contract to be executed the day and year first before written.

For and on behalf of Client

For and on behalf of [*name of Consultant*]

[Member Secretary]

[*Authorized Representative*]  
(Common Seal)

Witness: 1

2.

CRRT/Semmozhi Poonga