

CORPORATION OF CHENNAI
BUILDING DEPARTMENT



Consultancy Services

for the work Selection for Consultancy for formation of Museum at Ripon Building @ E.V.R. Periyar Salai

...

Superintending Engineer(B)
....Building..... *Department*

Consultancy Services for Project Implementation & Construction Supervision (PICS) along with Quality Assurance for -- Selection of Consultancy of the formation of Museum at Ripon Building @ E.V.R. Periyar Salai

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Section I

CORPORATION OF CHENNAI

.....Building.....DEPARTMENT
RIPON BUILDING, PERIYAR EVR SALAI,
CHENNAI – 600 003,
TAMILNADU

INVITATION FOR BID (IFB)

B.D.C.No. B3/2621/2010

Dt 08-06.2010

Corporation of Chennai invites *[National/International]* sealed Competitive Bids for the consultancy works as detailed in the table. The bidders may submit separate bids for each the following works:

Table 1

Sl. No.	Bid No.	Name of Work	Eligibility
1	B.D.C.No. B3/2621/2010	Selection of Consultancy of the formation of Museum at Ripon Building @ E.V.R. Periyar Salai	<ul style="list-style-type: none">• a minimum of 5 years experience in the formation of concept for museum, and collection of materials• carried out one relevant work value of at least 20 Lakhs in the last five years• the support services from persons / firms with sufficient knowledge and familiarity with formation of concept, collection of ancient materials

Table 2

Sl. Nos	Earnest Money Deposit (Rs.)	Last date of issue of Bid Documents	Last date of submission of Bid	Date of opening of Bid	Cost of Tender form (Rs.)
1	2	3	4	5	6
	RS 10000	30-06-2010 3.00P.M	02-07-2010 3.00P.M	02-07-2010 3.00P.M	RS 3375/

- Interested Bidders can procure the Bid documents by payment of a non refundable fee as outlined in the table above; in the form of Demand draft drawn in any Nationalised/Scheduled Bank in favour of the Commissioner, Corporation of Chennai, payable at Chennai, from the Tender sales Counter, Ripon Buildings, Chennai, on all working days upto 3.00 pm on or before the date specified in column no.3 of table 2 above. Bid documents can also be obtained by Registered Post or courier by sending a requisition letter addressed to the Superintending Engineer(B)..... *[Insert name of the Officer delegated]*....., Department, Corporation of Chennai, Ripon Building, Periyar EVR Salai, Chennai – 600 003 enclosing a Demand draft of any Nationalised/ Scheduled Bank for the value of Bid documents and an additional payment of Rs..... at the risk and responsibility of the prospective Bidder. Bid Documents can also be downloaded from the websites www.tenders.tn.gov.in or www.tntenders.gov.in . The downloaded Bid documents shall be submitted without modification or insertion in the Bid documents or otherwise Bid will be liable for rejection.

The Applicant should enclose a Demand Draft of value of Rs.3375/- in favour of Commissioner, Corporation of Chennai towards cost of tender. If it is not enclosed, the tender will be summarily rejected.

- The Bidder shall furnish, as part of the Bid, a **Bid Security (Earnest Money Deposit)** given in column 2 of table 2. The Bid Security shall be either in the form of Demand Draft/ Banker's cheque, irrevocable Bank Guarantee drawn from any Nationalised/ Scheduled Bank in favour of the Commissioner, Corporation of Chennai; or a chalan by remitting cash into the Corporation Treasury, to the credit of deposits. The Earnest Money will be refunded to the unsuccessful bidder, without interest, on application after intimation is sent of the rejection of the tender or at the expiration of bid validity period. Tenders not accompanied by the Bid Security will be summarily rejected.
- The filled up Bid documents must be delivered in a sealed envelope.
- The filled up Bid documents will be received up to the last date and time of submission as outlined in the table above. Duly filled in Bid documents shall be put in any one of the tender boxes provided at the Tender Sales Counter, Office of the Public Relation Officer, Office of Vigilance Department and Office of Chief Engineer/General in the Ripon Buildings, Chennai.
- The Bid will be opened at the time and date outlined in the table above at the office of the Superintending Engineer.(B)... .., ... building .Department, Corporation of Chennai.

6. The filled up Bid documents can also be sent by post or courier to the Tender sales counter, Corporation of Chennai, Ripon Building, Periyar EVR Salai, Chennai – 600 003, Tel: ...044-25619212..... The Corporation of Chennai shall not be responsible for any delay in transit.
7. The Bids received after the due date and time as outlined in the table above will not be considered under any circumstances.
8. All other details can be had from the Bid Documents.

(Sd/-)
The Superintending Engineer,
..... Department,
Corporation of Chennai

SECTION – 2

INSTRUCTIONS TO BIDDERS

2.1 INTRODUCTION:

2.1.1 The Employer, named in the Bid Data Sheet invites bids for the consultancy services as described in the Bid Data Sheet. The name and identification number of the Contract is provided in the Contract Data.

The Employer is desirous of obtaining Consultancy Services for **Project Implementation & Construction Supervision and Quality Assurance** for various works.

The objective and description of the services are:

- Preparation of detailed concept based on ancient historic events, on Chennai Corporation
- Analysing the detailed of materials and articles to be display as museum
- Documentation of execution of museum work by way of photograph and drawings.
- Identifying and procurement of materials / Articles from the place where it is available.
- Identifying the working methodology carried out.
- Suggest the plans to expand the museum in future without affecting the originality.

2.2 Eligible Bidders

The Consultant should have :

- a minimum of 5 years experience in the formation of concept for museum, and collection of materials
- carried out one relevant work value of at least 20 Lakhs in the last five years

the support services from persons / firms with sufficient knowledge and familiarity with formation of concept, collection of ancient materials

- 2.2.1 A Bidder shall be any Firm of Proprietary/Person, Company, Corporate body, Association, Body of individuals, Limited company, Firm, Organization either single or joint venture from India who are legally competent and entitled for entering into contract as per the law of contract prevailing in India. The Joint venture of Indian and foreign firms are permitted for externally funded Projects like World Bank, ADB etc. only.
- 2.2.1.1 In the case of a Joint venture/Consortium/ Group bidding:
- 2.2.1.2 There shall be a Lead Bidder. A Lead Bidder shall submit only one bid for the work. He shall not be a member in any other Consortium or joint venture for the same work. There shall be a joint venture or consortium or group agreement executed between the parties exclusively for the project and which shall be legally enforceable by way of attesting by a notary. This agreement shall be submitted along with the Bid.
- 2.2.1.3 All partners shall be jointly and severally liable for carrying out the work under the contract.
- 2.2.1.4 The Lead Bidder shall be designated in the Joint venture/ Consortium/ Group agreement to be submitted along with the Bid. The Lead Bidder shall have the authority to conduct all business for and to act on behalf of any and all partners of the Joint venture/ Consortium/ Group, during the bidding process and in the event the contract is awarded.
- 2.2.1.5 The Lead Bidder shall be responsible for the submission of Bid and complete information required as per the described format, pertaining to each firm in the Joint venture/ Consortium/ Group and completion of contract documents and to furnish evidences admissible as per law. The Lead Bidder shall clearly identify the responsibility of other members of Joint venture/Consortium/Group.
- 2.2.1.6 The Bid documents can be purchased by any one of the prospective members of a Consortium/ Joint venture/ Group but shall be signed by the Lead Bidder as specified in the Joint venture/ Consortium/ Group agreement which also forms the part of the Bid document.
- 2.2.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices.
- 2.2.3 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
- (a) they have controlling shareholders in common; or
 - (b) they receive or have received any direct or indirect subsidy from any of them;
or
 - (c) they have the same legal representative for purposes of this bid; or
 - (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
 - (e) they have a relationship with any of the prospective bidder/contractor for the construction work under the subject of this assignment.
- 2.2.4 The Bidder is not eligible to bid, if his relative is posted as Accountant or as an Officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive) in the concerned department, Corporation of Chennai.

The Bidder shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Junior Engineer or Officer in the Corporation of Chennai. Any breach of this condition by the Bidder would render him liable to be disqualified for the work.

- 2.3 The consultants are invited to submit a Technical Proposal (cover A) and a Financial Proposal (cover B), for the Consultancy Services. The Proposal will be the basis for contract negotiations and ultimately, signing of a contract with the selected consulting firm.
- 2.4 The consultant must familiarize themselves with local conditions and take them into account in preparing the Proposal. To obtain first-hand information on the Assignment and on the local conditions, the consultant is encouraged to visit the client's office before submitting a Proposal, and to attend a pre-proposal conference on the client's office on or before the date specified in the data sheet.
- 2.5 The Employer will provide the inputs specified in the Bid Data sheet and make available relevant project data and reports.
- 2.6 The consultant will be required to set up an office at ----Chennai-----
-----) for overall monitoring. The Consultant should also establish one main office and site offices as per the quantum of work for each work wise / Project wise.
- 2.7 The costs of preparing the proposal and of negotiating the contract, including a visit to the client site, are not reimbursable as a direct cost of the Assignment, and the client is not bound to accept any of the Proposals submitted.
- 2.8 The firm which has been engaged by the Employer to provide Consultancy services for this project shall be disqualified from providing goods or work or services related to assignments for the same project to any other promoters. Consultants should clarify their situation in that respect with the Employer before preparing the Proposal
- 2.9 It is the Employer's policy to require that Consultants (including their affiliates / associates / partners) to observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Employer
 - (a) Will reject a proposal for award, if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in completing for the contract in question.
 - (b) Will cancel the firm's contract if at any time determines that corrupt or fraudulent practices were engaged in by the representatives of the Consultants or their associates during the selection process or the execution of that contract.
 - (c) Will declare a firm ineligible, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the Project.

For the purpose of above:

- (i) "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a Corporation of Chennai official in the selection process or in contract execution; and
- (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of Corporation of Chennai and includes collusive practice among

consultants (prior to or after submission of proposals) designed to establish prices at artificial, non- competitive levels and to deprive Corporation of Chennai of the benefits of free and open competition.

2.10 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any clients in India or abroad, in accordance with the above .

2.11 **AMENDMENT – TENDER DOCUMENT**

At any time the submission of Proposals, the Employer may, for any reason, whether at its own initiation or in response to a clarification requested by an invited form, modify the RFP documents by amendment. The Employer may at its discretion extend the dead line for the submission of Proposals. The consultants are requested to check the tender document in web site before submitting the tender for any amendments made before due date.

2.12 **PREPARATION OF PROPOSAL:**

2.12.1 Consultants are requested to submit a proposal written in the language (s) specified in the Bid Data Sheet.

Technical Proposal

2.12.2 In preparing the Technical Proposal, Consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

2.12.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

- (i) Firm should have all the expertise for the execution of Assignment.
- (ii) The Proposal should be based in the number of professionals estimated by the firm and other expenditure involved in the assignment, Quality control tests, man power supply etc.
- (iii) Proposed staff must have the qualification and experience indicated in the ToR, preferably under conditions similar to the present assignment.
- (iv) Alternative professional staff shall not be proposed and only one curriculum vitae (CV) be submitted for each Key staff position. Replacement of CVs shall be acceptable with valid reason.
- (v) Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data sheet. It is desirable that the firm's personnel have a working Knowledge of English.

2.12.4 The Technical Proposal should provide the information using the forms in section 4 and give the following:

- (i) A brief description of the firm's organization and a list of recent experience on assignments of a similar nature.
- (ii) Description of the methodology (work plan) by which the firm proposes to execute the services illustrated, as appropriate, with bar charts of activities and graphics, or the Program Evaluation Review Technique (PERT) Type.
- (iii) The composition of the proposed staff team, the task that would be assigned to each staff team member, and their timing.

- (iv) CV's signed by the authorized representative submitting the proposal, should include the Key information, number of years working for the firm / entity, and degree of responsibility held in various assignments.
- 2.12.5 The Bidder should furnish, as part of the Bid, a **Bid Security (Earnest Money Deposit)** as mentioned in Col. 3 of table 2 of IFB. The Bid Security shall be either in the form of Demand Draft/ Banker's cheque, irrevocable Bank Guarantee drawn from any Nationalized /Scheduled Bank in favour of the Commissioner, Corporation of Chennai; or a chalan by remitting cash into the Corporation Treasury, to the credit of deposits. The Earnest Money will be refunded to the unsuccessful bidder without interest on application after intimation is sent of the rejection of the tender or at the expiration of bid validity period.

Financial Proposal

2.12.6 **SCALE OF CHARGES :**

The Tender should be submitted in two cover system. One cover containing Eligible Criteria and EMD and other cover containing price bid.

Both covers should be kept in a single cover, titled as " Selection of Consultancy for the formation of museum at Ripon Building @ E.V.R. Periyar Salai should be submitted.

Based on price bid as per tender procedures the charges will be finalised

The financial proposal is a lump sum for the services which will be the ceiling contract price. However, the break-up of costs for arriving at the lump sum be indicated. The rates given in the break-up of costs will be used (a) during financial negotiation, if any and (b) for fixing remuneration for unexpected major increase/decrease in scope of any work. Remuneration for the personnel shall be determined on the basis of time actually spent by such personnel in the performance of their assigned tasks. The services of any expert / specialist for the subject which have been earmarked should be made available as and when required either during the project duration or as per requirements of client. Deployment of staff should be strictly as per directions of client.

- 2.12.7 In preparing the Financial Proposal, consultants are expected to take into account the requirements and consultants are expected to take into account the requirements and conditions of the RFP document. The lump sum fee shall be all inclusive, containing all costs associated with the Assignment, including (a) remuneration for staff and (b) reimbursable such as subsistence, transportation services and equipment (Vehicles, office equipment, furniture and supplies), office rent, insurance, printing of documents, all other miscellaneous expenses etc.
- 2.12.8 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause shall be included in the rates, prices, and total Bid price submitted by the Bidder, unless the Bid Data Sheet specifies otherwise.
- 2.12.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the Assignment should be specified in the Financial Proposal submission form given in Section 7.

2.12.10. Costs must be expressed, and will be paid, in the currency mentioned in the data sheet.

2.12.11. The Bid Data sheet shows for how many days after the submission date the proposals must remain valid. During this period, the consultants are expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Proposal validity period is extended, the consultants have the right not to maintain their Proposals.

2.12.12. An agreement shall be drawn up and entered into with the successful bidder for the consultancy work entrusted to him on negotiated terms and conditions within the stipulated time as per LOA.

Bids shall remain valid for a period of 90 days unless otherwise specified in the Bid Data sheet.

In exceptional circumstances, the Employer may request that the Bidders to extend the period of validity for a specified additional period. The request and the Bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension.

2.13 SUBMISSION, RECEIPT AND OPENING OF PROPOSAL

2.13.1 The original Proposal (Technical Proposal and Financial Proposal) shall be prepared in indelible ink. It shall contain no interlineations or overwriting except as necessary to correct errors made by the firm itself. Any such corrections must be signed by the person or persons who sign(s) the Proposals.

2.13.2 An authorized representative of the firm shall initial all pages of the Proposal. The representative's authorization is to be confirmed by a written power of attorney, accompanying the Proposal

2.13.3 For each Proposal, you should prepare the number of copies indicated in the Bid Data sheet. Each Technical Proposal and Financial Proposal should be marked "Original" or "Copy" as appropriate. If there are any discrepancies between the original and the copies of the Proposal, the original governs.

2.13.4.2 The Bidder shall be responsible for properly super scribing and sealing the cover in which the Bid is submitted and Bid inviting authority shall not be responsible for accidental/ misplacement/ premature opening of the covers that are not properly super scribed and sealed as mentioned in Clause 2.13.4.1 before the time appointed for Bid opening.

2.13.4.3 The filled up Bid documents shall be submitted up to the last date and time of submission as given in Bid Data sheet. Duly filled in Bid documents shall be put in any one of the Tender boxes provided at the Tender Sales Counter, Office of the Public Relation Officer, Office of Vigilance Department and Office of Chief Engineer/ General in the Ripon Buildings, Chennai. Tenders can also be submitted by Post or Courier, provided that the Bid inviting authority shall not be responsible for any delay in transit in such cases.

2.13.4.4 The Bid inviting authority may extend the last date of receiving tenders after giving adequate notice to all intending bidders in cases where

- a) The publication of the IFB has been delayed
- b) The communication of changes, in the Bid document to the prospective Bidders as decided in the pre bid meeting took time.
- c) Any one of the Bidders requested clarifications, communication of which took time to all Bidders and any other reasonable ground exist.

2.13.4.5 The Bidders shall not amend/add/alter any of the Bid conditions, conditions of contract, specifications etc. of his own.

2.13.5 **Deadline for Submission of Bids**

2.13.5.1 Bids shall be delivered to the Employer at the address specified in the Bid Data sheet not later than the time and date specified in the Bid Data sheet.

2.13.5.2 The Employer may extend the deadline for submission of bids by issuing an amendment in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline will then be subject to the new deadline.

2.13.6 **Late Bids**

Any Bid received by the Employer after the deadline will be returned unopened to the Bidder.

2.13.7 **Bid Opening**

2.13.7.1 The bid will be opened at the time and date outlined in the Bid Data sheet, in the presence of Bidders/Authorized representatives who choose to attend.

The Bidders' names, presence and absence of Bid Security (EMD), the Bid prices, the total amount of each Bid and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.

2.13.7.2 The Employer will prepare minutes of Bid opening, including the information disclosed to those present.

2.14 **SELECTION OF CONSULTANT :**

- Those consultant who fulfill the above eligible criteria shall be asked to give a presentation before the committee convened by Superintending Engineer (Buildings).
- The presentation shall be on works, they have executed especially in field of museum and display. It should have a statement of previous works and also the basic overall strategy for the formation of museum at Ripon Buildings
- Chennai Corporation reserves the right to reject any or all applications without assigning any reason whatsoever.

PROPOSAL EVALUATION

General

- 2.14.1 Consultants shall not contact the Client on any matter relating to their Proposal from the time of opening of the Technical Proposal till the contract is awarded. If a firm wishes to bring additional information to the notice of the client, it should do so in writing to the client, it should do so in writing at the address indicated in the Bid Data sheet. Any effort by the firm to influence the Client in the Client's Proposal evaluation, Proposal comparison or contract award decisions may result in the rejection of the consultants Proposal.
- 2.14.2 The bid will be opened in the presence of the applicants who have elected to attend. The names of applicant and the financial proposal will be announced. The Client will kept a register or representatives attending the meeting and prepare minutes of the opening.
- 2.14.3 The Consultants should quote total cost for all the services as lump sum. This quoted lump sum rate should be supported by the break down costs. The lowest financial offer will be considered for evaluation. The client may carryout the negotiation with the lowest financial bidder considering the breakdown costs.
- 2.14.4 During negotiation the financial impact & influence due to specialists in the quoted overall lump sum rate would be viewed and assessed in consultations with lowest bidder and modified rate would be worked out "with and without specialists services" considering the breakdown costs given in the Tender. The bidder should be prepared for this. The Agreement will be concluded only after this exercise is completed.
- 2.14.5 The Employer will determine whether the Financial Proposals are complete and correct any computational errors. The evaluation shall include all taxes.

2.15 NEGOTIATION

- 2.15.1 Negotiations will be held at the address indicated in the Bid Data Sheet. The aim is to reach agreement on all points and sign a contract.
- 2.15.2 Negotiation will include a discussion on the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Employer and Consultant will then work out agree final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated and form part of the Contract. Special attention will be paid to optimizing the required outputs from the firm within the available budget and to clearly defining the inputs required from the client to ensure satisfactory implantation of the Assignment.
- 2.15.3 Financial negotiation will include a clarifications of the Consultant's tax liability in India (if any), and how it will be reflected in the Contract and will reflect in the agreed technical modifications in the cost of the services.
- 2.15.4 The Employer expects to negotiate a Contract on the basis of the experts named in the Proposal. Before contract negotiations, the Employer will require assurances that the experts will be actually available. The Employer will not consider substitutions during Contract negotiations unless both parties agree that

under delay in the selection process makes such submission unavoidable or that such changes are critical to meet the objectives of the assignment

2.15.5 During negotiations the influence and financial impact due to specialists in the quoted overall lump sum rate would be viewed and assessed in consultation with bidder and modified rate would be worked out “ with and without specialists services” considering the breakdown costs given in the Tender. The bidder should be prepared for this. The Agreement will be concluded only after this exercise is completed.

2.15.6 The negotiation will conclude with a review of the draft form of the contract. After completing negotiations, the Employer and the Consultant will sign the agreed Contract.

2.16 AWARD OF CONTRACT

2.16.1 Award Criteria

2.16.1.1 Subject to Clause 2.14 & 2.15, the Employer will award the Contract to the Consultant whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be eligible in accordance with the provisions of Clause 2.2, and qualified for the proposed consultancy work

2.16.1.2 In determining the lowest evaluated price the following practice will be considered:

- i) The quoted price shall be corrected for arithmetical errors.
- ii) In case of discrepancy between prices quoted in words and in figures, the minimum amount will be considered.

2.16.2. Rates to Include

The tendered rates should be inclusive of all items of works required for the proper execution of the works and no claim for extra payment on any score will be entertained. The rates should be inclusive of service tax and other taxes in force. This may be mentioned in the Bid amount separately.

2.16.3 Employer’s Right to accept any Bid and to reject any or all Bids

Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer’s action.

2.17. Notification of Award and Signing of Agreement

2.17.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex, or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the “Letter of Acceptance”) will state the sum that the Employer will pay the Contractor in consideration of the consultancy works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”).

2.17.2 The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security in accordance with Clause 2.18 and signing the Agreement in accordance with Sub-Clause 2.17.3.

2.17.3 The bidder shall have to enter into an agreement with the employer within 14 days from the date of receipt of letter of acceptance. The form of agreement will have to be stamped at the stamp office at the cost of the bidder.

2.17.4 Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other bidders that their bids have been unsuccessful.

2.18 Performance Security (Security Deposit)

2.18.1 Within 14 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security. The Performance Security (Security Deposit) will be 2% to 5 % of the contract amount in the form of National Savings Certificate/ Small savings instrument/deposits/ Accounts pledged in favour of Commissioner, Corporation of Chennai. However it is open to the Commissioner to insist on higher deposit as per rules in force. The E.M.D of the successful bidder will be released after executing the Security Deposit.

2.18.2 Failure of the successful Bidder to comply with the requirements of Sub-Clause 2.18.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

2.19 Performance Clause

Consultants shall be expected to fully comply with all the provisions of the Terms of Reference' (ToR), and shall be fully responsible for supervising the Construction and Maintenance of the facility takes place in accordance with the provisions of the Contract Agreement of the facility takes place in accordance with the provisions of the Contract Agreement and other schedules. Any failure of the Consultant in notifying to the Employer and the Contractor on non-compliance of the provisions of the Contract Agreement and other schedules by the Contractor, non-adherence to the provision of ToR and non-adherence to the time schedule prescribed under ToR non-servicing the interests & directions of client shall amount to non-performance.

2.20 In the event of non-performance by the consultant, the Employer will retain the right to en-cash the performance Guarantee. The decision of the Employer is final and binding on both parties.

SECTION – 3
BID DATA SHEET

3.0 The Employer is: --Commissioner ----- Corporation of Chennai

The Employer's address is: **Corporation of Chennai,Ripon Building, Chennai-3**

Any information, submission of proposal and/or all correspondence to be sent to the above address.

1.1 Scope of Bid

The Employer is desirous of obtaining Consultancy Services for Project Implementation & Construction Supervision along with Quality Assurance for various works.

- The objective and description of the services are:
 - Preparation of detailed concept based on ancient historic events, on Chennai Corporation
 - Analysing the detailed of materials and articles to be display as museum
 - Documentation of execution of museum work by way of photograph and drawings.
 - Identifying and procurement of materials / Articles from the place where it is available.
 - Identifying the working methodology carried out.
 - Suggest the plans to expand the museum in future without affecting the originality.
-
-
-

3.2 Proposal Requirements

In two separate sealed covers, one for Technical Proposal cover – ‘A’ and one for financial proposal. Cover – ‘B’ & both kept in separate sealed cover – cover- ‘C’.

3.3 Assignment:

1. Consultancy Services for “Project Implementation & Construction Supervision (PICS) along with Quality Assurance” for the work of **Selection of Consultancy for formation of Museum at Ripon Building @ E.V.R. Periyar Salai**

The timing, scope and composition of the Construction Supervision Team may be adjusted, depending on the contract period. The engagement of the professionals will be for a period not exceeding three years and will be reviewed annually based on performance, outputs and desired impacts.

- 3.4 No inputs will be provided by the Employer except for available relevant data and reports.

- 3.4.1 The language (s) to submit proposal is: English

Reports which are part of the assignment must be written in the following language: English

- 3.4.2 The Technical Proposal should include:

- 1) Details of back up facilities available with them in respect of service required.
- 2) A list of concurrent commitments and also indicate availability of their staff with relevant experience, who could be mobilized by them at short notice, which will allow him to complete the assignment within a specified period. The following details should be given:
 - a. Name of assignment.
 - b. Date of entering in the assignment
 - c. No. of man months required to complete it
 - d. Is any of the Key staff whose CV is enclosed working on the assignment.

All these should be substantiated by the relevant details. No change of key personnel is permitted without prior written permission of the Employer. Such changes may be permitted subject to satisfactory replacement.

- 3) The Composition of the proposed staff team, the task assigned to them and their timings.

- 4) Details to demonstrate capacity to mobilize resources properly so as to complete the assignment in time.
- 5) The Bid Security (EMD) for an amount of Rs.-10000/----- either in the form of Demand Draft / Banker's cheque, drawn from any Nationalized/Scheduled Bank in favour of the Commissioner, Corporation of Chennai ;or a chalan by remitting cash into the Corporation Treasury, to the credit of deposits. The Earnest Money will be refunded to the unsuccessful bidder on application after intimation is sent of the rejection of the tender or at the expiration of bid validity period. Tenders not accompanied by the Bid Security will be summarily rejected.

The EMD of unsuccessful bidder will be returned after concluding agreement with successful bidder.

3.5 Taxes: All taxes shall be included in the offer. The bid amount or quoted amount will be inclusive of all prevailing taxes.

3.5.1 The currency in which the proposal can be expressed and contract payments will be made is: Indian Rupees.

All the quotations should be made in Indian Rupees only with no escalation charge and the price bid should contain no conditions. Other wise, the offer may, at the discretion of the Employer, be rejected.

3.6 Proposals must remain valid for 90 Days after the submission date, normally, .
But it can be up to 120 days in some cases.

3.7 Consultants must submit an original and additional copy of each proposal as follows:

Original (1) plus one copy for Technical Proposal – cover 'A'

Original (1) plus one copy for Financial Proposal – cover 'B'

The information of the outer envelop should be marked:

2. Consultancy Services for “Project Implementation & Construction Supervision (PICS) along with Quality Assurance” for **Selection Expression of interest for Consultancy for formation of Museum at Ripon Building @ E.V.R. Periyar Salai**

The address for submission of proposal is:

3.8 Proposal must be submitted to reach the above address before –3-00----- p.m on –30-06-2010-----

3.9 The date, time and address of the opening of the Technical Proposal –02-07-2010-----

3.10 The points given to evaluation criteria are:

Evaluation Criteria for Technical Proposal

Sl. No.	Description	Points
1	Consultant's relevant experience in implementation and supervision of Construction / similar works	20
2	The Approach and methodology proposed including Work Plan	15
3	Equipment (all types) and Software Proposed to be used	5
4	Qualification and Experience of the Proposed Key Personnel	60
	Total	100

The weightage points given to evaluation sub-criteria for qualification and competence of key staff are:

Sub-criteria	Weight (%)
General Qualification	20
Relevant Experience and Adequacy for the Assignment	75
Permanent Employment with the firm	5
Total	100

3.11 The opening of Financial Bid shall be informed to the prequalified Bidders.

3.12 The Assignment is expected to commence from -----.

SECTION – 4
TECHNICAL PROPOSAL – SUBMITTALS REQUIRED

4A. Technical Proposal Submission Form

[Location, Date]

From : [Name and Address of Firm] To: [Name and Address of the Employer]

Sir,

**Sub : Consultancy Services for “Project Implementation & Construction Supervision Unit (PICS) along with Quality Assurance” for -----
----- Technical proposal**

We, the undersigned, offer to provide the consultancy services for the above in accordance with your request for proposal dated [Insert Date], and our Proposal. We are hereby submitting our proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the proposal, ie. before [Insert Date] we undertake to negotiate on the basis of the proposed staff. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations.

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

We remain,

Yours sincerely,

Authorized Signature ;

Name and Title of Signatory :

Name of Firm :

4B. FIRM'S REFERENCES

Relevant services carried out in the last five years that best illustrate qualifications.

Using the format below, provide information on each reference assignment for which your firm / entity, either individually as a corporate entity or as one of the major components within an association, was legally contracted.

Assignment Name		Country
Location within Country :		Professional Staff provided by your Firm / Entity (profiles)
		No. of Staff :
Name of the Client :		No. of Staff Months : Duration of Assignment :
Address :		
Start Date (Month / Year)	Completion Date (Month / Year)	Approx. Value of Services (in Rs. Million)
Name of the Associated Consultants if any		Number of Months of Prof. Staff provided by Associated Consultants :
Name of Senior Staff involved and functions performed		
Narrative description of the project		
Description of Actual Services provided by your Staff :		

Name of Firm :

* Note :

1. Completed projects only will be considered for experience and the ongoing projects will be considered if ----- (**insert as needed**) % of the work (substantially) completed.
2. The certificates form the clients shall be enclosed as proof of experience.
3. In case the agency has experience as Joint Venture partner, the percentage participation and the role of agency (along with copy of MOU) shall be submitted.

[Location, Date]

4C. CONSULTANTS COMMENTS AND SUGGESTIONS, ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference :

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services and facilities to be provided by the Client :

- 1.
- 2.
- 3.
- 4.
- 5.

4D. APPROACH PAPER ON METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

4E. COMPOSITION OF THE TEAM PERSONNEL, AND TASK(S) OF EACH TEAM MEMBER

1. Technical / Managerial Staff :

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

2. Support Staff

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

4F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position :

Name of Firm :

Name of Staff :

Profession :

Date of Birth :

Year with Firm / Entity : _____ Nationality: _____

Membership in Professional Societies :

Detailed Task Assigned :

Key Qualifications :

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

Education :

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

Employment Record :

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

Languages :

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

Certification :

The information furnished above are true to the best of my knowledge and belief,

Name:

Date :

I hereby give an undertaking to the effect that the above mentioned staff would be available for the proposed consultancy work under Corporation of Chennai during the period of Consultancy services.

[Signature of Authorized Representative of the firm]

Day / Month / Year

Full name of Authorized Representative :

4G. SUMMARY SHEET – Relevant Project Experience (Last Five Years)

SI No.	Projects Completed	Projects in hand and % completed	Consultancy Value	If JV/ association, name of lead partner

4H. DETAILS OF EQUIPMENT (ALL TYPES) AND SOFTWARE PROPOSED TO BE USED

a) List of Equipments –

b) List of Software

SECTION – 5

5A. FINANCIAL PROPOSAL SUBMISSION FORM

From : (Name of Firm)

To : (Name & Address of Client)

Dear Sir,

Sub : Consultancy Services for **“Project Implementation & Construction Supervision Unit (PICS) along with Quality Assurance”** for -----
---- – Financial Proposal

We, the undersigned, offer to provide the Consultancy services for the above in accordance with your Request for Proposal dated (Insert Date), and our Proposal (technical and financial proposals). Our attached financial proposal is as follows.

Description	Rate in figures and words
3. Consultancy Services for “Project Implementation & Construction Supervision Unit (PICS) along with Quality Assurance” for <u>Selection of Consultancy for formation of Museum at Ripon Building @ E.V.R. Periyar Salai</u> -----	

The above quoted rate should be supported by the breakdown costs. The lowest financial offer will be considered for evaluation. The client would carryout the negotiations with the lowest financial bidder considering the breakdown costs. The bidder should be ready to modify his offer, if required by the client.

The above amount is inclusive of all taxes & services, which we have estimated at

(Amount(s) in words and figures)

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiation, up to expiration of the validity period of the proposal.

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

Commissions and gratitude, if any paid or to be paid by us to agents relating to this Proposal and contract execution, if we are awarded the contract, are listed below;

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

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

We remain,

Yours sincerely,

Authorized Signature :
Name and Title of Signatory :
Name of the Firm :
Address :

5B BREAKUP OF COSTS

Consultancy Services for “**Project Implementation & Construction Supervision (PICS) along with Quality Assurance for -----**”

The cost break up for the professional staff mentioned at TOR should be indicated.

A The proposed staff pattern

a Key Staff Requirement Details			
S.No.	Position	No.	Man Months
1			
2			
3			
4			
5			
6			

b) Specialists			
S.No.	Position	No.	Rate/Man Months

* The actual deployment shall be either continuous or intermittent, as per the directions of the Employer depending on the site requirement. The consultant will be paid according to the actual persons deployed.

c) Site Work			
S.No.	Position	No.	Man Months
1			
2			
3			
4			
5			

d) Quality Control Assurance

Site Works – in all sectors * :			
S.No.	Position(modify as required for the work)	No.	Rate/Man Month

e Equipments

Sl. No	Equipment Specification	No.	Rate per No.

f) Incidental Charges if any (Details to be given)

* The above requirement is tentative. The actual deployment shall be either continuous or intermittent, as per the directions of the client depending on the site requirement. The consultant will be paid according to the actual persons and equipments deployed on site.

SECTION – 6
TERMS OF REFERENCE (TOR)

6.1 BACK GROUND :

(Insert as needed)

The present Terms of Reference concerns -----*(Insert as needed)*

The project area comprises of -----*(Insert as needed)*

The Corporation of Chennai intends to procure the services of a consulting firm to carry out the construction supervision of project works, quality assurance and monitoring with updating of reports on day-to-day basis.

It is informed that, the work contracts of all the works envisage with a defect liability period of ----- years after completion & handling over of works.

The services for the execution of the works contract(s) procured through Domestic Competitive Bidding, monitoring of subsequent maintenance works will form part of this contract.

6.2 OBJECTIVES

6.2.1 The Objective of the consultant's services are :

- (i) to ensure that high quality construction is achieved and to ensure that all works are carried out in full compliance with the engineering designs, technical specifications and other contract conditions within the stipulated time period;
- (ii) to demonstrate the efficacy of contract supervision by independent external agencies experienced in this field of work.

6.3 CONSULTANT'S QUALIFICATIONS AND RESPONSIBILITIES :

6.3.1 **The Employer** will employ qualified consultants meeting with national standards by selecting from the short-listed consultants, to undertake supervision of the proposed construction packages. The Consultant's firms so selected assist the **Employer** in day-to-day monitoring, reporting, updating, supervising in construction and quality assurance. The Consultant shall nominate a person to be the "Engineer" known as Resident Engineer / Team Leader who will reside at the project site on a full-time basis throughout the period of the PICS. He will be the in-charge of the Consultant's firm at site and will report to the **Employer** on routine basis daily.

6.3.2 The supervision team will be composed of highly qualified and experienced key experts. The indicative qualification and experience criteria are furnished in ToR

and the proposed man-months in respect of them. The criteria indicated are to guide the consultants. The relevant professional experience means, the actual experience in the concerned expertise area on similar projects. All members should be of full time and available on site on all days.

- 6.3.3 The consultants are however, required to develop the proper understanding of the project design and drawings and carryout minor modifications in the design and working drawings wherever required to achieve payment for the services. In situations where it is felt essential to make some changes in the design / drawings then the same will be carried out by deputing some experts, then these experts may be hired either by the Client or from the consultants as per the requirements under mutual negotiations. Proof checking of the contractors / manufacturers designs in the case of specialized work shall be the responsibility of the supervision consultant.
- 6.3.4 Suggestive man-months indicated in ToR will be considered as a base deployment period for different experts including sub-professional / support technical personnel. This suggestive man-months will be used in framing the criteria for evaluation of technical capabilities.
- 6.3.5 The dates of actual deployment of some experts / specialists not provided on full time basis shall be regulated by the Client on the basis of actual project requirement to ensure that these experts are deployed when needed and not otherwise.
- 6.3.6 The suggestive qualification experience for support personnel (Technical) as indicated in ToR shall regulate the approval of these personnel during the implementation stage. The approval in respect of these personnel from the Client will be required before the deployment to qualify for billing.
- 6.3.7 **The Employer** will regulate the deployment of all Man Power indicated in the ToR for the construction supervision services. **The Employer** would give one month advance notice for the Mobilization & De-Mobilization of Manpower depending on the requirement.
- 6.3.8 *The key personnel like Team Leader / Resident Engineer, Senior Quantity Surveyor, Procurement Specialist, Urban Planning Officer, Information Technology Officer / MIS Specialist, Public Health Engineer / Sr. Environment Officer, Quality Control Engineer, Municipal Finance Officer / Chartered Accountant, Human Resources Development Officer, Social and Community Development Officer -----(insert as per the requirement of each job)-----* are considered essential for successful completion of the project. Consultants are therefore advised to field really competent and experienced experts at these positions. Key personnel / experts proposed by the consultants after award of work up to a maximum of four members may be called for personal interaction before signing of the Agreement. Only those personnel found to be suitable shall be accepted for deployment. The entire expenses incurred in this regard are to be borne by the consultants themselves and are not reimbursable as cost of assignment.

6.3.9 The Resident Engineer / Team Leader of this PICS would be the head of the Company locally and should administer the work of the PICS among their sub-units viz., Monitoring Sub-Unit, Construction supervision Sub-Unit and Quality Assurance Sub-Unit and interact with the client / its representative on day-to-day basis.

Notwithstanding to the above, the responsibilities of Resident Engineer / Team Leader and Experts includes:

A The proposed staff pattern

a Key Staff Requirement Details				
S.No.	Position (insert as required for the work)	No. (insert as required for the work)	Man Months (insert as required for the work)	Remarks
1				
2				

b)

Specialists (as and when required)* :				
S.No.	Position (insert as required for the work)	No. (insert as required for the work)	Man Months (insert as required for the work)	Remarks

* The actual deployment shall be either continuous or intermittent, as per the directions of the Employer depending on the site requirement. The consultant will be paid according to the actual persons deployed.

c)Site Work			
Sl. No.	Position (modify as required for the work)	No. (insert as required for the work)	Man Months (insert as required for the work)
1			
2			

* The above requirement is tentative. The actual deployment shall be either continuous or intermittent, as per the directions of the Employer depending on the site requirement. The consultant will be paid according to the actual persons deployed on site.

d) **Quality Control Assurance**

Site Works – in all sectors * :			
S.No.	Position(modify as required for the work)	No.	Man Months

An organization chart is to be submitted by the PICS showing the allocation of manpower to the client for approval. Qualification criteria for the key experts shall be as following

B BROAD QUALIFICATION REQUIREMENTS OF KEY EXPERTS

Position	Educational		Experience		Language
<u>Team Leader (Engineer's Representative)</u>	Minimum	Graduate in Engineering	Total Experience	25 years	Communicate fluently in English
	Desirable	Post Graduation in Engineering	Experience in Similar projects	10 years	
<u>Senior Resident Engineer</u>	Minimum	Graduate in Engineering	Total Experience	20 years	Communicate fluently in English
	Desirable	Post Graduation in Engineering	Experience in Similar projects	8 years	
<u>Senior</u> <u>Engineer</u>	Minimum	Graduate in Engineering	Total Experience	15 years	Communicate fluently in English
	Desirable	Post Graduation in Engineering	Experience in Similar projects	5 years	

<u>Senior Contract Engineer</u>	Minimum	Graduate in Engineering	Total Experience	10 years	Communicate fluently in English
	Desirable	Post Graduation in Engineering or Management	Experience in Similar projects	5 years	
<u>..... Expert</u>	Minimum	Graduate in Engineering	Total Experience	10 years	Communicate fluently in English
	Desirable	Post Graduation in Engineering	Experience in Similar projects	5 years	
<u>Senior Quantity Engineer</u>	Minimum	Graduate in Engineering	Total Experience	10 years	Communicate fluently in English
	Desirable	Post Graduation in Engineering	Experience in Similar projects	5 years	
<u>Environmental Expert</u>	Minimum	Graduate in Civil Engineering / Environmental Engineering / Post Graduate in Environmental Sciences	Total Experience	10years	Communicate fluently in English
	Desirable	Post Graduation in Environmental Engineering	Experience in Similar projects	3 years	Communicate fluently in English
<u>Resettlement Expert</u>	Minimum	Graduate in Social Sciences	Total Experience	10 years	Communicate fluently in English
	Desirable	Post Graduation in Social Sciences	Experience in Similar projects	3 years	
<u>Assistant Resident</u>	Minimum	Graduate in	Total	10	Communicate fluently in

<u>Engineer</u>	 Engineering	Experience	years	English
	Desirable	Post Graduation in Engineering	Experience in Similar projects	3 years	
<u>Quantity / Contract Engineer</u>	Minimum	Graduate in Engineering	Total Experience	8 years	Communicate fluently in English
	Desirable	Post Graduation in Engineering/ Management	Experience in Similar projects	2 years	
<u>Surveyor</u>	Minimum	Qualified Survey Engineer	Total Experience	10 years	Communicate fluently in English
	Desirable	Qualification in Advance Surveying	Experience in Similar projects	3 years	

C EQUIPMENT REQUIREMENT

Sl. No	Equipment Specification	No.

6.4 DETAILED SCOPE OF SERVICES :

6.4.1 The services, duties & responsibilities will include, but not limited to the following :

A) Construction Supervision Sub-Unit and Implementation Sub-Unit

1. To set out all works as per the Design, Drawings, BOQ and Contract.
2. To assist the **Employer's** Staff in supervising the works in the contract on day-to-day basis.
3. Represent the interest of the **Employer** vis-à-vis the Contractor in any matter related to the Construction and the proper execution thereof.
4. Monitor, liaise and coordinate the project on daily basis and ensure all steps for effective and smooth execution of projects as per the guidelines and specifications with due instructions from **the Employer's** representative.
5. To serve the interests of client. All correspondence should be routed through the concerned Engineering Division of the Client. The construction

supervision consultant is not allowed to make direct correspondence with any of the agencies.

6. To implement the decisions of **the Employer's** representative in day-to-day execution and to seek approval from the **the Employer's** representative on the day-to-day activities.
7. Attend to all the meetings convened by the client or any of authorized representatives with relevant information. Should convene regular meetings depending on the directions of the client as and when required.
8. To ensure effective working among various construction supervision wings and liaise with all concerned departments to see the project execution and reporting is proper;
9. The supervision consultant will assist & advise the Employer in all matters pertaining to contract management as required.
10. Should attend to the all queries objection, remarks called by the Govt. of Tamil Nadu on behalf of the Employer with due permission;
11. Should maintain a high level confidentiality in the matters concerning to the interest of Clients and should else any internal information;
12. Should setout all permanent works as per the drawings.
13. Should prepare Weekly, Monthly, Quarterly Progress reports, Quality Assurance Reports and Financial Progress and submit to the Client for the approval.
14. Should monitor the project through M.S. Projects and latest techniques.
15. Should attend to the all communications received from various Govt. Agencies with prior approval from the Client;
16. Furnish for the use of the Contractor all necessary topographic details etc., with all survey data as required for setting out of all permanent and temporary works duly taking approval from the Client.
17. Review and recommend for approval the Contractor's work schedule or revisions thereto and any such Polaris or programs that the Contractor is obliged to furnish for approval. The Consultant shall also prepare and submit a disbursement schedule for approval.
18. Assess the adequacy of all inputs such as materials and labour, provided by the Contractor and his methods of work in relation to the required rate of progress and when required, take appropriate action in order to expedite progress. Keep and regularly update a list of the Contractor's commitment and should inform the client on the status.
19. Should ensure that the tests are conducted as per the standards and reports are prepared in proper form and forwarded to the Client for taking further action. All queries raised by Central / State Level vigilance Departments, Audit Departments at ULB / Govt. of Tamil Nadu / Govt. of India should be attended to the satisfaction, with due approval from the Employer;

20. To approve the Contractor's key supervision staff proposals, construction equipment and material mobilization plans;
21. To approve / suggest modifications in the contractor's work program methodology, material sources etc. including activity scheduling and resource programming.
22. To review and approve contractor(s) proposed personnel for positions nominated in the contract for construction works;
23. To ensure that the construction works are in accordance with the technical specifications, Environmental Management Plan and other stipulation of construction in contract documents and the construction methods proposed by the contractor are in compliance with the above stipulations particularly, in relation to contractor's construction equipment and other resource employment;
24. To check the setting up of laboratory (including calibration of equipments) and field tests carried out by the contractor and develop a mechanism in consultation with the Employer to involve Team Leader / RE to carry out adequate number of independent tests other than the regular testing done by laboratory personnel;
25. To order special tests of materials and / or completed works, order removal and substitution of improper materials and / or works as required;
26. To control and apprise the progress of the works, to order suspension of works with due permission from the Employer and to authorize, with the Client's approval, extensions of the period of completion of works;
27. To monitor and check the day to day operations, quality control and quantity measurements of the works carried out under the Contract prepare as per the directions of the Employer and prepare monthly / interim payment certificates and submit to the Employer when the quality of the works is satisfactory and the quantities are correct for making necessary entries.
28. To direct the Contractor in all matters concerning construction safety and care of the works (including the erection of the temporary signs at road-works) and, if required, to request the Contractor to provide any necessary lights, guards, fencing and watchmen;
29. Examine on all claims from the Contractor for extension of time, extra compensations & submit to the client for approval.
30. Prepare monthly bills of the contractor duly taking approval from concerned field officers of the Employer and submit for making necessary entries by the field officers. No payment will be made to the Contractor unless measurements and work bills are certified by the AE & A.E.E In-charge of the work and counter signed by Executive Engineer / Superintending Engineer / Chief Engineer.

31. Prepare and submit fortnightly & monthly reports on the progress of works, the Contractor's performance, quality of works and the project's financial status and forecasts.
32. Propose and present for the approval any changes in the contract documents that may be deemed necessary for the completion of works including information on any effect the changes may have on the contract amount and the time of completion of the project, and prepare all specifications and other details. The consultants should not revise any specification / item without prior approval of Client.
33. Provide legal advice on possible Contractor's claims.
34. Inform on problems or potential problems, which arise in connection with the works contract and make recommendations for possible solutions.
35. To direct the Contractor to carry out all such works or to do such things as may be necessary in his opinion to avoid or to reduce the risk of any emergency affecting the safety of life or adjoining property;
36. To direct the contractor to take all necessary steps including those mentioned in the construction contract to protect the environment on and off the site which arise to construction operations.
37. To direct contractor to take all necessary steps to maintain the rate of progress of works as per the approved program of the contractor on monthly basis;
38. To issue variation orders, fix rate for non-priced works using prevailing standard schedule of rates as far as possible, all after obtaining prior approval of the Client, and / or to make recommendation to the Client.
39. To see that adequate supervision of Contractor's work carried out in more than one shift thus matching the working hours to be the same as that of the contractor;
40. To provide assistance to the client in respect of contract implementation, claims and other matters.
41. To advise and assist the Employer in respect of contract implementation claims and other matters;
42. To advise and assist the Employer with respect to arbitration, litigation if so required.
43. To provide other specialist services relevant to the project as may be agreed to during negotiations or ordered by the Employer;
44. Maintain representative at the site in such manner that adequate supervision of construction works is ascertained at all times when the Contractor is working.
45. Provide timely assistance and direction to the Contractor in all matters related to the interpretation of the Contract Documents, ground survey

controls, quality control testing and other matters related to contract compliance and progress of the project.

46. Organize the supervision of the works with proper allocation of responsibilities to the individual inspectors and supervise their work to ensure effective execution.
47. Prepare and maintain inspection and engineering reports and records to adequately document the progress and performance of the works.
48. Review and approve the Contractor's working drawings, and drawings for temporary works with due consent from the Client.
49. Perform all survey measurements of completed or partial works where required for the determination of quantities.
50. Prepare daily progress reports and working reports and submit to the Employer.
51. Monitoring, supervising and ensuring Quality of work closely on daily basis with due intimation to the Client.
52. The Employer reserves the right to ask for removal of any staff member if feels the said individual is acting against the interest of the Employer.
53. To review and ensure continuity of contractor's services in approved formats;
54. To prepare quarterly cash flow projects for the employee in a format acceptable to the Employer. Cash flow should identify budget estimates for all outstanding work;
55. To maintain records of all plan labour and material used in the construction of the works;
56. To prepare, in consultation with the Employer, a construction supervision manual outlining routines and procedures to be applied in contract management, construction supervision and administration. The routines and procedures will be in accordance with the requirements.
57. To assist / advise actions required to be taken for handing over of site and in achieving different milestone for completion of projects as per schedule;
58. To verify the quantities of all items in BOQ and suggest modifications to the same if necessary as per the prevailing site conditions, for the approval of the Employer;
59. To prepare and issue monthly and quarterly progress reports along with detailed quality control test statement in an approved format and also prepare detailed contract completion report;
60. To impart on the job training to Client's personnel, if associated with the project;
61. To assist the Client in co-ordination works with different agencies and hold meetings for proper and timely implementation of the project;

62. To seek the approval of the Client to all variations, the engineer shall submit as early as possible but not later than 7 days after commencement of works on these variations, detailed technical and financial justification; quantity calculations method of construction rate analysis using ----- data book and prevailing Market rates, extract from observation register for equipment and labour deployed; invoices of contractor and independent quotations for materials;
63. Assure the receipts of, and maintain the permanent records, all warrants required under the terms of the Contract Documents for materials and equipment accepted and incorporated in the project. All local materials incorporated in their source are also to be approved and as built drawings to be prepared for all works by the Contractor.
64. Submit after review, to the Client one complete set of reproducible, revised contract drawings showing the "as constructed" project, to the extent requested by the Employer and to the extent possible from information provided by the Contractor or otherwise patently visible.
65. The hard copies / soft copies of plans, designs, drawings, estimates, engaged documents of all / any work/s should not be reproduced or sold to any other agencies without prior written approval of the client.
66. No information / certificates should be given to any agencies without the written approval of the Employer.
67. Perform all other tasks not specifically mentioned above but which are necessary, and essential to successfully supervise all construction activities in accordance with the terms of the works contract with approval.
68. Render services as construction supervision and quality assurance consultant and plan for timely completion of the project. The consultant shall examine the actual progress achieved vis-à-vis the accepted program on regular basis. If any short fall is noticed, the consultant shall study the reasons for such shortfall with specific reference to the inadequacies in deployment of men, material and machinery at the site. The consultant shall bring to the notice of the Contractor to provide adequate men, material and machinery that are absolutely essential to wipe off the accumulated shortfall over a reasonable time frame and also to prevent such occurrence of shortfall in future.
69. Provide the Employer with all details of progress achieved vis-à-vis the accepted program on regular basis. If there are repeated slippages between the actual progress and program not with standing the action taken by the consultant, the consultant shall report to the Employer with all the facts and figures including reasons for such repeated slippages in progress. The consultant shall assist the Employer in issuing notices to the Contractor for wiping off the accumulated shortfall within a reasonable time frame. The consultant shall also workout the penalties to be imposed as per the agreement and intimate to the Employer for taking necessary action.

B) Quality Assurance Sub-Unit

This sub-unit should coordinate with Construction supervision Sub-unit and work in tandem to see the quality is maintained. This sub-unit will be under the Team Leader and have internal mechanism among PICS. The tasks of the sub-unit is to

1. Carry out pre-construction quality assurance checks for all materials as per the relevant codes.
2. Carry out quality assurance checks during the construction / progress of works as per the relevant codes and frequencies.
3. Carry out quality assurance checks after construction (Post construction checks)
4. Preparing quality assurance certificates for each work for releasing intermediate payments and submit to the client.

The role of Quality Assurance Consultant shall be conducting random checks of activities of construction right from the starting stage to the finishing stage. This would involve collection of samples and arrange testing. The consultant would be reporting to the Employer through daily / weekly / fortnightly / monthly reports.

The tasks involve assisting the client in ensuring good quality of construction in the works of the client. The works include:

(Insert details of work)

Tests to be conducted

The consultants are required to conduct the tests covering the following parameters duly considering the relevant IS codes.

- GSB Tests
- WBM / WMM Tests along with gradation of metal to be checked
- BT / CC road tests along with gradation of metal in BT and CC roads to be checked
- Tests for aggregates, bricks, R.R. etc.
- Sand, cement, concrete cube testing and bitumen content
- Non Destructive test for CC works (rebound hammer / core tests / ultra sound etc.)
- Laying jointing and refilling and pipe line testing.
- Density test for BT roads
- Test certificate to be obtained for the Fiber Reinforced Covers to be used in construction of manholes for both Medium and Heavy Duty covers.

- Soil test to ascertain the bearing capacity of the soil and to test the CBR values.
- Tests of RCC elements, motors, floor tiles & other components of buildings
- Testing of Electrical / Street lighting items, MV tamps / SV tamps, wiring, LT / HT cables etc.
- Testing of illumination levels, etc.
- Any other tests, if required as per IS.

(modify as needed)

- * In addition, the consultant need to check the manufacturer's test certificates for the materials like pipes and fittings, electrical items, steel, cement, Bitumen etc. The contractor will have to provide these certificates to; the consultants through the client.
- * The consultants shall faithfully conduct tests / checks and sampling required to be executed by them as per IRC Specification / MORTH Specification / IE rules and SSRB/TNBP Specifications.
- * The consultant will be fully responsible for the authenticity of the test results and submit test result copies in original to the Employer.
- * The Consultant's reporting shall be of recommendatory & suggestive nature informing the concerned division of the Employer about the quality of materials, based on test results and field observations to take corrective steps.
- * In case of Emergency, consultant will have to submit specific report of that concerned work as indicated by the client to take corrective steps.
- * The Employer deserves the right to inspect the laboratory, equipment and establishment concerning to the project at any time and the consultant is expected to give full information and extend all cooperation which is necessary for inspection.
- * Should see that the tests are conducted as per the standards, and reports are prepared by the Supervision Consultants (PICS) in proper form and forward to the Client for taking further action. All queries raised by Central / State Level vigilance Departments, Audit Departments / Govt. of Tamil Nadu / Govt. of India should be attended to the satisfaction, of all concerned;
- * To ensure that the construction works are in accordance with the technical specifications, Environmental Management Plan and other stipulation of construction contract documents and the construction methods proposed by the contractor are in compliance with the above stipulations particularly, in relation to contractor's construction equipment and other resource employment;
- * Setting up of laboratory (including calibration of equipments) and field tests carried out by the contractor and develop a mechanism in consultation with the

Employer to involve Team Leader / RE to carry out adequate number of independent tests other than the regular testing done by laboratory personnel;

- * To conduct special tests of materials and / or completed works. Removal and substitution of improper materials and / or works as required;
- * To direct the Contractor in all matters concerning construction safety and care of the works (including the erection of the temporary signs at road-works) and, if required, to request the Contractor to provide any necessary lights, guards, fencing and watchmen;
- * The Employer reserves the right to inspect the laboratory, equipment, establishment, office and records at any time concerning to the project and the consultant is expected to give full information and extend co-operation for inspection.
- * The Employer reserves the right to ask for removal of any staff member if feels the said individual is acting against the interest of client.
- * To ensure timely completion of the project without diluting the quality standards envisaged and be fully accountable to the client including various Central Govt. Agencies such as Chief Technical Examiner, Chief Vigilance Commissioner, State Govt. Agencies like Vigilance, Audit etc. in this regard;
- * Organize and operate a materials laboratory on the basis of the provisions in the contract and perform all laboratory and field testing of materials and products needed to assure that the quality as specified in the contract document is attained.
- * No information / certificates should be given to any agencies without the written approval of the client.
- * Monitoring the quality on day-to-day basis and furnish the necessary quality assurance certificates for the each running bill. The Employer would appoint an external agency as Third Party Consultant for further quality checks if required.
- * The laboratory shall have to be set up by the consultant and they shall quote separate cost for establishment, operation and conducting tests.

6.4.2 General

- * The PICS should act as one unit and report to the Employer. Attend to the meetings whenever called for certain provisions of man months are made under the Resident Engineer / Team Leader with a view to administer the things and monitor closely with the supervision team. Progress with power point presentation with latest photographs in the prescribed formats has to be carried out by monitoring sub-unit.
- * Progress reports monthly, quarterly should be furnished to the client in the formats prescribed by the Government of India / Government of Tamil Nadu at regular intervals in order to submit the same to the Government.
- * Should invite RFPs as directed by the Employer with due written approval.

c) DPR review Report	Within 60 days after mobilization
d) Monthly Progress Reports	By the 10 th of each month
e) Quarterly Progress Reports	By the 15 th of the first month of the following quarter (in lieu of the monthly progress report)
f) Final Report	One (1) month after completion of the works (provisional acceptance)
g) Q.A. Report	Along with the R.A. bills

Note : The above schedule may be modified suitably based on the type Of consultancy.

6.6

6.7 Contents of Reports

a. Inception Report

The Inception report shall cover the following:

Reviewing Contractor's mobilization and work plan

Setting out guidelines for Administering, Monitoring and Evaluating project progress.

Mode of co-operation with the Employer, and any other related organization(s)/ department.

b Quality Assurance Program:

The consultant shall submit a Quality Assurance Manual, detailing the consultant's quality assurance/ control procedures

c Monthly Progress Reports

The Monthly Progress Reports shall be brief and concise and provide means of closely monitoring project progress and forecasting construction costs, and shall cover the following:

- Main activities, undertaken and events for the period and progress report.
- On the activities of the Contractor and supervision staff
- Monitoring and evaluation of project progress
- Project accounts, payments of approved bills, claims, certificates of payments and valuation orders.
- Summary of Consultants observations / results on Quality Control tests.

d Quarterly and Periodic Reports

The Engineer will prepare a comprehensive report summarizing all activities under the services at the end of each quarter, and also at other times when considered warranted by either the Engineer or the Employer because of delay of the

construction works or because of the occurrence of technical or contractual difficulties. Such reports shall summarize (i) the activities of the Engineer (ii) the progress of the Contracts (iii) all contract variation and change orders (iv) the status of Contractor's claims, if any; etc. and will include brief description of the technical and contractual problems being encountered, physical and financial status of the contracts as whole consisting the cost incurred, and cost forecast, as well as financial plan (by Bank and the Government) and other relevant information for the ongoing contracts.

e Sectional and Final Completion Reports

The Engineer will prepare a comprehensive final completion report for each defined section of the construction contract, after such sections reaches a stage of substantial completion during the period of the services. These reports must be submitted immediately after the completion of the work by the contractor and before taking over of such sections by the Employer. The report shall incorporate summary of the method of construction, the construction supervision performed, as-built construction drawings, problems encountered & solutions undertaken thereon and recommendations for future projects of similar nature to be undertaken by the Employer. The Engineer will then summarize and consolidate in a single report, the key information from each sectional completion reports to prepare the Final Completion Report for the entire construction package.

Quarterly Progress Report summarizing activities and work progress achieved in the last three months will be submitted in lieu of the monthly progress report for the particular month.

f Final Report

On completion of the project, the consultant shall prepare a final report which will form a comprehensive record of the construction works including any changes or modifications of designs, problems encountered and solutions recommended operational procedures, expenses and variations.

All reports and documents relevant to the services, maps, field survey notes, computer programs etc. shall become the property of the **Employer**. The consultant shall provide one reproducible copy each of constructional and as-built drawings.

6.8 Payment Schedule

The total consultancy fee payable will be paid in 12 equal installments in period of 24 months as against the rate of progress of work on probate basis in Indian Rupees or as agreed upon during the course of agreement.

6.9 Settlement of Disputes

6.8.1. Amicable Settlement

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

6.8.2 Dispute Settlement

Which cannot be settled amicably within thirty (30) days after receipt by one party of the other party's request for such amicable settlement may be taken up by either party for settlement in accordance with the Applicable Law / Arbitration.

6.10 Law

All the disputes under this Agreement shall be subject to the jurisdiction of the Courts in Chennai only.

6.11 Services during the Defects Liabilities / Maintenance Period

During this period, the Consultant shall undertake the following:

- a. Inspection of works prior to the expiry of the Contractor's three years defects liability / Maintenance period, preparation of a final deficiency list if required, supervision of remedial works and recommendation to **the Employer** as to the date of the Final Inspection of Works. Defects Liability Period varies according to their execution of work.
- b. Carrying out Final Inspection of Works together with representatives of **the Employer** and the Contractor.
- c. Preparation and issuance of the Defects Liability Certificate. Preparation of Final Payment Certificate.

6.12 Requirement of Logistics / Equipment (on hire) :

- i) The Consultants should include the cost of transportation and local visits also in their financial offer.
- ii) The Consultant should establish one central Monitoring Office and Site Office for each project site in each sector near the site at his own cost. The cost of the same should be included in their financial offer for each office.

6.13 The quality control laboratory for performing various types of tests shall be provided by the Contractor including the testing personnel. The tests will be done by the contractor on regular basis. The supervision consultant will perform these tests selectively and supervise all the tests done by the contractors. The cost of sampling and transportation including all associated labour cost shall be borne by the Construction Contractor.

**SECTION – 7
FORM OF CONTRACT AGREEMENT**

CONTRACT FOR CONSULTANCY SERVICES

This Contract (hereinafter called the “Contract”) is made on this ----- day of -----

BETWEEN

[name and address of Employer] (hereinafter called the Employer)

AND

(Name of the Consultant with address) (hereinafter called the “Consultants”) on the other part.

WHEREAS

a) the Employer intends to carry out **Consultancy Services for** -----
----- *(Name of the work)* as defined in this contract (hereinafter called the Project”).

b) the Employer has requested the Consultants to provide certain consulting services required for the project as defined in this Contract (hereinafter called the “Services”).

c) the Consultants, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in the Contract.

NOW THEREFORE, the parties hereby agree as follows:-

1. The following documents attached hereto shall be deemed to form an integral part of this contract:-

- (a) The General Conditions of Contract (hereinafter called “GC”)
- (b) The following Appendices:-

Appendix A : Terms of Reference containing, inter-alia, the description of the Service.

Appendix B : Reporting Requirements

Appendix C : Key Personnel and Sub-Consultants

Appendix D : Minutes of pre-bid meeting, Corrigendum / Addendum

Appendix E : Information to Consultants (Section – 2 of Bid document)

Appendix F : Cost Estimates

Appendix G : Copy of Letter of acceptance and other correspondence with the consultants

Appendix H : Copy of Bank Guarantee for Performance Security

Appendix I : Form of Guarantee for Advance Payments

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the contract; in particular:

(a) The consultants shall carry out the services with the provisions of the contract; and

(b) The Client shall make payments to the consultants in accordance with the provisions of the contract;

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

<p>Authorised Signatory for and on behalf of the Employer</p>	<p>Authorised Signatory for and on behalf of M/s -----Consultants</p>
<p>Witness</p> <p>1. Signature</p> <p>Name</p> <p>Address</p> <p>2. Signature</p> <p>Name</p> <p>Address</p>	<p>Witness</p> <p>1. Signature</p> <p>Name</p> <p>Address</p> <p>2. Signature</p> <p>Name</p> <p>Address</p>

GENERAL CONDITIONS OF CONTRACT (GC)

1. GENERAL PROVISIONS:

1.1 Definition:

Unless the context otherwise requires, the following terms whenever used in this contract have the following meanings.

- a. "Applicable Law" means the laws and any other instruments having the force of Law in India and Tamil Nadu has as they may be issued and in force from time to time;
- b. "Consultant" means _____ (*Insert Name of the consultant*)
- c. "Contract" means the contract signed by the parties to which these General Conditions of Contract are attached together with all the documents listed in Clause 1 of such signed Contract;
- d. "Contractor/Operator" means any person or entity who are employed by the Client for execution of operations & maintenance works, of _____ (*Insert Name of work*).
- e. "Effective Date" means the date on which this contract comes into force and effect.
- f. "Employer" means Corporation of Chennai-----Department.
- g. "GC" means these General Conditions of Contract;
- h. "Government" means the Government of Tamil Nadu;
- i. "Local Currency" means Indian Rupees;
- j. "Member", in the case the consultants consist of joint venture of more than one entity, means way of these entities and "Members" means all of these entities;
- k. "Personnel" means persons hired by the consultants or by any sub-consultants employees and assigned to the performance of the service or any thereof, "foreign personnel" means such persons who at the time of being so hired had their domicile outside India. "Local Personnel" means such persons who at the time of being so hired had their domicile inside India, and "Key Personnel" means the personnel referred to in Clause – 4.2
- l. "Party" means the Employer or the Consultants as the case may be and parties mean both of them.
- m. "Services" means the work to be performed by the consultants pursuant to this contract for the purpose of the project as described in TOR;
- n. "Sub-Consultant" means any entity to which the consultants subcontract any part of the service accordance with the provisions of Clause CC 3.7 and
- o. "Third Party" means any person or entity other than the Government the Client, the consultants or a sub consultant.

1.2 Relation between the parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the client and the consultants. The consultants, subject to this contract have complete charge of personnel performing the services and shall be fully responsible for the services performed by them or on their behalf hereunder.

1.3 Law Governing the Contract and the Jurisdiction of the Contract.

The contract, its meaning and the applicable Law shall govern interpretation and the relation between the parties and it shall be subjected to the jurisdiction of the courts of Chennai.

1.4 Language

The contract shall be executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this contract.

1.5 Headings

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

1.6 Notices

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

1.6.2 Notice will be deemed to be effective as follows:

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

1.6.3 A party may change its address for notice hereunder by giving the other party notice of such change.

1.7 Location

The services shall be performed in the Corporation area in Chennai-----.

1.8 Authority of Member in Charge

In case the consultants consist of a joint venture of more than one entity, the members shall authorize the entity specified to act on their behalf in exercising all the consultant's rights and obligations towards the client under this contract, including without limitation the receiving of instructions and payments from the clients.

1.9 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this contract by the client or the consultants may be executed by the officials specified.

1.10 Taxes and Duties

The consultants shall pay such taxes, fees or other imposition as may be levied under the applicable Law.

2. COMMENCEMENTS, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This contract shall come into force and effect on the date of execution of Contract i.e., signing of agreement (Effective Date)

2.2 Termination of Contract for Failure of Become Effective

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

2.3 Commencement of Services

The consultants shall begin carrying out the services, immediately after the Effective Date, in any case, within one week after the effective date.

2.4 Expiration of Contract

Unless terminated earlier pursuant to Clause – GC 2.9 hereof this contract shall expire when services have been completed and all payments have been made at the end of such time period after the effective.

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

2.6 Modification

Modification of the terms and conditions of this Contract including any modification of the scope of the services may only be made written agreement between the parties. Pursuant to Clause-GC 7.2 hereof, however, each party shall give due consideration to any proposals for modification made by the other party.

2.7 Force Majeure

2.7.1 Definition

a) For the 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

reasonable 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 weather conditions, strikes, lockouts or other industrial (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

- b) Force Majeure shall not include:
 - (i) Any event which is caused by the negligence or intentional action of a party or such party's sub-consultants or agent or employees, nor
 - (ii) Any event which a diligent party could reasonably have been expected to both (a) take into account at the time of the conclusion of this contract and (b) avoid or overcome in the carrying out of its obligation hereunder.
 - (iii) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder

2.7.2 No Breach of Contract

The failure of a party to fulfill any of its obligations hereunder shall not be considered to be a breach of or default under this contract in so far as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable alternative measure, all with the objective of carrying out the terms and conditions of this contract.

2.7.3 Measures to be taken

- b. 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.
- c. 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 case of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- d. The parties shall take all reasonable measures to minimize the consequence of an event of Force Majeure.

2.7.4 Extension of time

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

2.7.5 Consultation

Not later than thirty (30) day's after the consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the services, the parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension

The client may by written notice of suspension to the consultants suspend all payments to the consultants hereunder if the consultants fail to perform any of their obligations under this contract, including the carrying out of the services, provided that such notice of suspension shall

- (i) Specify the nature of the failure and
- (ii) Request the consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the consultants of such notice of suspension.

2.9 Termination

2.9.1 By the Employer

The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

The client may be not less than thirty (30) days written notice of termination to the consultants (except in the events listed in Para (f) below, for which there shall be a written notice of not less than sixty (60) days such notice to be given after the occurrence of any of the events specified in paragraph (a) through (f) of this Clause 2.9.1, terminate this contract.

- a. If the consultant fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 herein above within thirty (30) days of receipt of such notice of suspension or within such further period as the client may have subsequently approved in writing.
- b. If the consultants become (or if the consultants consists of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- c. If the consultants submit to the client a statement which has a material effect on the rights obligations or interests of the client and which the consultants know to be raise;
- d. If, as a result of Force Majeure, the consultants are unable to perform a material portion of the services for a period of not less than sixty (60) days or;
- e. If the client, in its sole discretion and for any reason whatsoever, decided to terminate this contract.

2.9.2 By the Consultants

The Consultant may, by not less than thirty (30) day's written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (i) and (ii) of this Clause GC 2.9.2, terminate this contract.

- (i) If the client is in material breaches of its obligations pursuant to this contract and has not remedied the same within forty five (45) days (or such longer period as the consultants may have subsequently approved in writing) following the receipt by the client of the consultants notice specifying such breach.
- (ii) If, as a result of Force Majeure, the consultants are unable to perform a material portion of the services for a period of not less than sixty (60) days.

2.9.3 Cessation of Rights and Obligations

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

- (i) Such rights and obligations as may have accrued on the date of termination or expiration
- (ii) The obligation of confidentiality set forth in Clause GC 3.3 hereof;
- (iii) Any rights which a party may have under the applicable law.

2.9.4 Cessation of Services

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

2.9.5 Payment upon Termination

Upon termination of this contract pursuant to Clause GC 2.9.1 or 2.9.2 hereof, the client shall make the following payments to the consultants (after offsetting against these payments any amount that may be due from the consultant to the client)

- (i) Remuneration pursuant to Clause GC 6 hereof for services satisfactorily performed prior to the effective date of termination.
- (ii) Reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and
- (iii) Except in the case of termination pursuant to paragraphs (a) through (d) of Clauses GC 2.9.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the contract including the cost of the return travel of the consultants personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

3.1.1 Standard of Performance

The consultants shall perform the services and carry out their obligations hereunder with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The consultants shall always act in respect of any matter relating to the contract or to the services, as faithful advisers of the client and shall at all times support and safeguard the clients legitimate interests in any dealings with sub-consultants or third parties.

3.2 Conflict of Interests

3.2.1 Consultant not to benefit from the Commission, Discounts, etc.

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

3.2.2 Prohibition of conflicting activities

Neither consultants or their sub-consultants not the Personnel or either of them shall engage either directly or indirectly during the term of this contract in any business or professional activities in India which will conflict with the activities assigned to them under this contract.

3.3 Confidentiality

The consultants, their sub-consultants and the personnel of either of them shall not either during the term or after the expiration of this contract disclose any property or confidential information relating to the project the services this contract or the clients business or operations without the prior written consent of the client.

3.4 Liability of the Consultants

The applicable law shall provide the consultants liability under this contract.

3.5 Insurance to be taken by the Consultants

The Consultants (i) shall take out and maintain and shall cause any sub-consultants to take out and maintain and shall cause any sub-consultants to take out and maintain at their (or the sub-consultants as the case may be) own cost

but own terms and conditions approved by the client insurance against the risks and for the coverage as under the Applicable law and (ii) at 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.

3.6 Subcontracting

The consultants shall obtain the client's prior approval in writing before entering into a sub-contract for the performance of any part of the services, it being understood (i) that the selection of sub-consultants and the terms and conditions of the sub-contract shall have been approved in writing by the client prior to the execution of the sub-contract and (ii) that the consultants shall remain fully liable for the performance of the services by the sub-consultant and its personnel pursuant to this contract.

3.7 Reporting Obligations

The consultants shall submit to the client the reports and documents specified in Terms of Reference hereto in the numbers and within the time periods set forth in the said Terms of Reference.

3.8 Documents prepared by the Consultants to the property of the Client

All plans, drawings, specifications, designs, reports and other documents prepared by the consultants in performing the services shall become and remain the property of the client and the consultants shall not later than upon termination or expiration of this contract, deliver all such documents to the client, together with a detailed inventory thereof. The consultants may retain a copy of such documents. The consultant shall however not use these documents for any purposes to any agency other than the client without prior written approval of the client.

3.9 Equipments and Materials furnished by the Client

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

4. CONSULTANTS PERSONNEL :

General

The consultants shall employ and provide such qualified and experienced personnel as are required to carry out the services.

Description of Personnel

The titles, agreed job descriptions, minimum qualification and estimated period of engagements in the carrying out of the services of each of the Consultants Key Personnel's are described in the format for Firms References and in the format for Curriculum Vitae (CV).

Approval of Personnel

The client shall approve the Key Personnel and sub-consultants employed by the consultant.

Removals and / or Replacement of Personnel

- a) Except as the Client may otherwise agree no changes shall be made in the key personnel. If, for any reason beyond the reasonable control of the consultants, it becomes necessary to replace any of the personnel, the consultants shall forthwith provide as a replacement a person of equal or better qualification.
- b) If the client (i) finds that any of the personnel has committed serious misconduct has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the personnel. Then the consultants shall at the client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualification and experience acceptable to the client.
- c) Any of the personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the eligible number of dependents) the consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the client. Except as the client may otherwise agree (i) the consultant shall bear all additional travel and other costs arising out of or incidental to any removal and / or replacement, and (ii) remuneration to be paid for any of the personnel provided as a replacement shall not exceed the remuneration which would have been payable to the personnel replaced.

Resident Engineer / Team Leader

The consultants shall ensure that at all times during the consultant's performance of the services in Chennai a Resident Engineer / Team Leader acceptable to the client shall take charge of the performance of such services. The Resident Engineer / Team Leader must not leave headquarters without prior intimation to the client.

5. OBLIGATIONS OF THE CLIENT :

5.1 Assistance and Exemptions

The client shall use its best efforts to ensure that the Government shall

- a) Provide the consultants, sub-consultants and personnel with all information / documents available with the clients as shall be necessary to enable the consultants, sub-consultants or personnel to perform the services.
- b) Request officials, agents and representatives of other Government departments as may be necessary or appropriate for providing information necessary for the prompt and effective implementation of the services.

5.2 Access to Land

The client warrants that the consultants shall have, free of charge, unimpeded access to all land in the Corporation of Chennai Area, in respect of which access required for the performance of the services. The consultants will be responsible for any damage caused by negligence of the consultants or any sub-consultant or the personnel of either of them to such land or any property thereon from such access.

5.3 Changes in the Applicable Law

Irrespective of any change in the applicable law with respect to taxes and duties which increases the cost incurred by the consultants in performing the services during period of this contract, then the remuneration otherwise payable to the consultants under this contract shall be not increased or decreased accordingly by agreement between the parties thereto.

5.4 Payment

In consideration of the services performed by the consultants under this contract, the client shall make to the consultants such payments and in such manner as is provided by Clause GC 6 of this contract.

6. PAYMENTS TO THE CONSULTANTS

6.1 Currency of Payments

Payments in Indian Rupees as indicated in terms of Reference.

6.2 Mode of Billing and Payment

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

1. The client shall cause the payment to the Consultants periodically as given in the schedule of payment within fifteen (15) days after the receipt of bills by the client with supporting documents
2. The total consultancy fees payable will be paid in 12 equal installments in period of 24 months.
3. At the time of making each payment to the consultant, a deduction towards security deposit @ 5% of the amount payable against each bill shall be made by the paying authority.
4. On satisfactory completion of this contract, the paying authority shall, on demand, refund security deposit provided it is satisfied that there are no demands outstanding against the consultant.

7. FAIRNESS AND GOOD FAITH:

7.1 Good Faith

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

7.2 Operation of the Contract

The parties recognize that it is impossible in this contract to provide for every contingency which may arise during the life of the contract, and the parties hereby agree that it is their intention that this contract shall operate fairly as between them and without detriment to the interest of either of them, and that, if during the terms of this contract either party believes that this contract is operating unfairly, the parties will use their best efforts to agree on such actions as may be necessary to remove the clause or clauses of such unfairness.

8. DELAY IN PROGRESS OF WORK – LIQUIDATED DAMAGES :

8.1 Should the Consultant fails to complete the work or unable to show the progress as per the execution schedule the Consultant shall pay to the Client as fixed and agreed liquidated damages and not as penalty, the sum shown herein below for every day delay.

Rupees 50.00 (Rupees Fifty only) per day per each one lakh balance outstanding services in that stage subject to a maximum of 10% of the contract value. (Will be decided in mutual negotiations)

SECTION – 8

ENCLOSURES

Appendix A : Security Forms

FORM OF ADVANCE PAYMENT GUARANTEE

(Bank Guarantee)

(On non-judicial stamp paper of the appropriate value in accordance with stamp Act. The stamp paper to be in the name of Executing Bank. The executing Bank shall be from a Scheduled Bank in India having a net worth of more than Rupees Five billion)

Ref.No.....

Date.....

The Commissioner
Corporation of Chennai
Ripon Building, Periyar EVR Salai
Chennai – 600 003

Dear Sir,

Reg : Bank Guarantee

In consideration of Corporation of Chennai (hereinafter referred to as the “Employer” which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns), having awarded to (Name of the Contractor) (hereinafter referred to as the “Contractors” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of Employer’s Contract Agreement dated and the same having been unequivocally accepted by the Contractor resulting in a Contract valued at for Name of Work :(hereinafter called the “Contract”) and the Employer having agreed to make (scope of work) an advance payment to the Contractors for performance of the above Contract amounting to..... (in words and figures) as an advance against Bank Guarantee to be furnished by the Contractors.

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

The Employer shall have the fullest liberty without affecting any way the liability of the Bank under this guarantee, from time to time to vary the advance or to extend the time for performance of the Contract by the Contractors. The Employer shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Employer and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractors any other course or remedy or security available to the Employer. The Bank shall not be relieved of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of forbearance or other acts of omissions or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

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

Notwithstanding anything contained herein above our liability under this guarantee is limited to and it shall remain in force up to and including @* and shall be extended from time to time for such period (not exceeding one year), as may be desired by (Name of the Contractor)

Dated this day of 2007 at

WITNESS (Signature) (Name) (Office Address) (Signature of authorized Bank Official) (Name) (Designation with Bank stamp) Power of Attorney (To be enclosed) Power of Attorney No Date
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@ The date will be ninety (90) days after the date of completion of Contract.

FORM OF BID SECURITY (BANK GUARANTEE)

WHEREAS, (Name of Bidder) (hereinafter called "the Bidder") has submitted his bid dated (Date) for the {Name of Work)(hereinafter called "the Bid").

KNOW ALL MEN by these presents that We (Name of Bank) of (Name of Country) having our registered office at..... (hereinafter called "the Bank") are bound unto..... (Name of Employer) (hereinafter called "the Employer") in the sum of for which payment well and truly to be made to the said Employer the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this..... day of..... 200.....

THE CONDITIONS of this obligation are :

- (1) If the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid: or
- (2) If the Bidder does not accept the correction of arithmetical errors of his bid price in accordance with the instruction to Bidders: or
- (3) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of bid validity :
 - a. Fails or refuses to execute the Form of Agreement in accordance with the instructions to Bidders, if required : or
 - b. Fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders; or
 - c. Fails or refuses to furnish the Domestic Preference Security, where required.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of all of one or more of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date of 162 days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE..... SIGNATURE OF THE BANK.....

SEAL OF THE BANK.....

SIGNATURE OF THE WITNESS.....

Name and address of the witness.....

Definitions.

1. **Act** means the Tamil Nadu transparency in Tenders Act, 1998 (Tamil Nadu Act 43 of 1998).
2. **Rules** means The Tamil Nadu Transparency In Tender Rules, 2000
3. **Adjudicator:** The Commissioner will propose the person to be appointed as Adjudicator under the contract in the Letter of Acceptance.
4. **Arbitrator:** If a party is dissatisfied with the decision of the Adjudicator or no decision is given within the time set out the party may give notice of dissatisfaction and a dispute which has been the subject of a notice of dissatisfaction has to be finally settled by Arbitral tribunal. The Arbitrator can revise the decision of the Adjudicator. The Arbitral Tribunal consists of 3 Arbitrators, one each to be appointed by the Authority and the Contractor. The third Arbitrator has to be chosen by the two Arbitrators so appointed by the parties and has to act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator has to be appointed by President of the Institution of Engineers (India).
5. **The Authority** (Commissioner) or his authorised representative is the party who Employs the Contractor to carry out the Works
6. **Earnest Money Deposit** means the amount required to be remitted by a bidder along with his bid indicating his willingness to implement the contract.
7. **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.
8. **BIS** means Bureau of Indian Standards.
9. **Compensation Events** are those defined in Clause 59 hereunder.
10. **The Completion Date** is the date of completion of the Works as certified by the Superintending Engineer / Zonal Executive Engineer, in accordance with Sub-Clause 53.1.
11. **The Contract** is the Contract between the Authority and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in Clause 1.1.11 below.
12. **The Contractor** is a person or corporate body whose Bid to carry out the Works has been accepted by the Authority.
13. **Tenderer Or Bidder:** Any person , firm or Corporation submitting a tender for the work contemplated, acting directly or through a duly authorized representative.
14. **The Contractor's Bid** is the completed bidding document submitted by the Contractor to the Authority.

15. **Bid Price** : The prices and discounts quoted by the bidder in the letter of bid and in the bill of quantities.
16. **The Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
17. **Days** are calendar days; months are calendar months.
18. **A Defect** is any part of the Works not completed in accordance with the Contract.
19. **The Defects Liability Certificate** is the certificate issued by Superintending Engineer upon correction of defects by the Contractor.
20. **The Defects Liability Period** is the period named **in the Contract Data and calculated from the** Completion Date.
21. **Drawings** include calculations and other information provided or approved by the Superintending Engineer for the execution of the Contract.
22. **The Authority** (The Commissioner) is the party who employs the Contractor to carry out the Works
23. **The Superintending Engineer** is the person named in the Contract Data (or any other competent person appointed by the Commissioner and notified to the Contractor, to act in replacement of the Superintending Engineer) who is responsible for supervising the execution of the Works and administering the Contract.
24. **The Executive Engineer** is an Executive Engineer of Corporation of Chennai, who will be in charge of work in Corporation of Chennai.
25. **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
26. **The Initial Contract Price** is the Contract Price listed in the Authority's Letter of Acceptance.
27. **The Intended Completion Date** is the date on which it is intended that the Contractor has to complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Superintending Engineer by issuing an extension of time.
28. **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
29. **Plant** is any integral part of the Works that has to have a mechanical, electrical, chemical, or biological function.
30. **The Site** is the area defined as such in the Contract Data.
31. **Site Investigation Reports** are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

- 32. Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Superintending Engineer.
- 33. The Start Date** is given in the Contract Data. It is the latest date when the Contractor has to commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- 34. Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- 35. Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- 36. Two-cover system** means a procedure under which the bidders are required to simultaneously submit two separate sealed covers, one containing the Earnest Money (Bid security) and the details of their capability to undertake the tender which will be opened first and the second cover containing the price quotation which will be opened only if the bidder is found qualified to execute the Bid