



**Madurai Smart City Limited**  
**Madurai**

**CONSULTANCY ASSIGNMENT**

**CONSULTANCY SERVICES FOR PREPARATION OF DETAILED  
PROJECT REPORT FOR STREETScape REDESIGN – PEDESTRIAN  
PATHWAYS, UNDERGROUND DUCTING, POWER & COMMUNICATION,  
LANDSCAPING, STREET FURNITURE ETC, IN ABD AREA OF MADURAI  
UNDER SMART CITY MISSION**

### Summary of Consultancy Assignment

<b>NAME OF THE WORK</b>	<b>:</b>	<b>CONSULTANCY SERVICES FOR PREPARATION OF DETAILED PROJECT REPORT FOR STREETScape REDESIGN – PEDESTRIAN PATHWAYS, UNDERGROUND DUCTING, POWER &amp; COMMUNICATION, LANDSCAPING, STREET FURNITURE ETC, IN ABD AREA OF MADURAI UNDER SMART CITY MISSION</b>
<b>EMD AMOUNT Rs.</b>	<b>:</b>	<b>1%</b>
<b>PERIOD OF DOWN LOADING OF BID DOCUMENT</b>	<b>:</b>	<b>Upto 15:00 HRS 10.08.17</b>
<b>LAST DATE AND TIME FOR RECEIPT OF BID</b>	<b>:</b>	<b>Upto 15:00 HRS 10.08.17</b>
<b>TIME AND DATE OF OPENING OF BIDS</b>	<b>:</b>	<b>DATE 10.08.17 TIME : 15.30 HRS</b>
<b>PLACE OF OPENING OF BIDS</b>	<b>:</b>	<b>Conference Hall Aringar Anna Maligai, Tallakulam, Madurai-625002</b>
<b>OFFICER INVITING BIDS</b>	<b>:</b>	<b>Managing Director, Madurai Smart City Limited, Madurai.</b>



**MADURAI SMART CITY LIMITED : MADURAI  
Municipal Corporation Building, Aringar Anna Maligai,  
Thallakulam, Madurai-625002**



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CIN: U74999TN2017SGC114323

Ref. No. Ma.Po.2/Est 19098/2017

Date: 27 -07-2017

Sub:	<b><u>CONSULTANCY SERVICES FOR PREPARATION OF DETAILED PROJECT REPORT FOR STREETSCAPE REDESIGN – PEDESTRIAN PATHWAYS, UNDERGROUND DUCTING, POWER &amp; COMMUNICATION, LANDSCAPING, STREET FURNITURE ETC, IN ABD AREA OF MADURAI UNDER SMART CITY MISSION</u></b>
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LETTER OF INVITATION

Madurai Smart City Limited intends to engage qualified consultant to prepare Detailed Project Report (DPR) for Streetscape Redesign – Pedestrian Pathways, underground ducting, power & communication, landscaping, street furniture etc, in ABD area of Madurai under Smart City Mission.

- The purpose of this assignment is to prepare DPR
- The following documents are enclosed to enable you to submit your proposal:
  - (a) Terms of reference (TOR) (Annexure 1)
  - (b) Supplementary information for consultants, including a suggested format of curriculum vitae (Annexure 2) and
  - (c) A Model Form of Contract agreement (Annexure 3).
  - (d) Evaluation Sheet (Annexure 4)
  - (e) Performance Guarantee (Annexure 5)
- In order to obtain first hand information on the assignment and the local conditions, it is considered desirable that a representative of your firm visit the Madurai ABD area before the proposal is submitted. Your representative shall meet the following officials:
  - a. The Managing Director
  - b. The Director

Please ensure that advance intimation regarding your visit is sent to the concerned officials, so as to enable them to make appropriate arrangements.

• **Earnest Money Deposit**

- The Bidder shall furnish, as part of his Bid, Earnest Money Deposit at the rate of Rs. 27,000/-in the form of Demand Draft Drawn in favour of Managing director,

Madurai Smart City Limited, Madurai, payable at Madurai. EMD remitted in any other form will not be accepted.

- Any bid not accompanied by an acceptable EMD shall be rejected by the Employer as non-responsive.
- The EMD of unsuccessful bidders will be returned. In the case of successful bidder, the EMD will be converted as Security Deposit and will be refunded (without interest) after the successful completion of the assignment.
- The EMD may be forfeited
  - (a) If the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
  - (b) If the Bidder does not accept the correction of the Bid Price or
  - (c) In the case of a successful Bidder, if the Bidder fails within the specified time limit to enter into an agreement

**5.0.** The Submission of Proposals: The proposals shall be submitted in two parts, viz., Technical and financial and should follow the form given in the "Supplementary Information for Consultants."

**5.1.** The "Technical" and "Financial" proposals must be submitted in two separate sealed envelopes (with respective marking in bold letters) following the formats/schedules given in the supplementary information for consultants. The first envelope superscribed "Technical proposal" should include the description of the firm/organization, the firm's general experience in the field of assignment, the qualification and competency of the personnel proposed for the assignment and the proposed work plan methodology and approach in response to the suggested terms of reference. The first envelope containing the technical proposal **should not contain any cost information whatsoever**. It should be sealed with sealing wax. The second envelope superscribed 'FINANCIAL PROPOSAL' must also be sealed with sealing wax and initialed twice across the seal and should contain the detailed price offer for the consultancy services. **Bids sent not adhering to these instructions will be rejected.**

Both the sealed envelopes should again be placed in a sealed cover in which the name of work and the name of Region, which it is submitted should be super scribed and It will be received **Managing Director, Madurai Smart City Limited, Madurai.** Aringar Anna Maligai, Tallakulam, Madurai-625002 , **up to 15.00 hours on 10.08.17, in person .**

### **Sealing and Marking of Bids**

The intending bidder should submit tender in two cover system. The cover containing EMD, qualification and information etc., shall be superscribed as "Technical Bid". Another cover containing the duly filled in tender schedule shall be superscribed as "Price Bid". Both these covers shall be put in a single big envelope and shall be submitted.

The Cover superscribed as "Technical Bid" will be opened first. The Price Bid cover will be opened only if the document required in the Technical Bid cover viz.,

EMD, work experience EMD exemption certificate(if applicable), etc., are found in order as per the tender conditions. If Technical Bid is not submitted with these particulars, the Price Bid cover will not be opened and the tender will be rejected and returned to the bidder "un opened".

The **inner and outer** envelopes shall

- (a) be addressed to the Employer at the following address:  
**Managing director, Madurai Smart City Limited, Madurai.**  
Aringar Anna Maligai, Tallakulam, Madurai-625002
- (b) bear the following identification:

Consultancy Services for 'Preparation of Detailed Project Report for Streetscape Redesign – Pedestrian pathways, underground ducting, power & communication, landscaping, street furniture etc, in ABD area of Madurai under Smart City Mission Bid Reference No: Ma.Po.2/Est 19098/2017

- **DO NOT OPEN BEFORE 15.30 hours on 10.08.17**

**In addition to the identification required, the inner envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened**

If the outer envelope is not sealed and marked as above, the **Tender Inviting Authority** will assume no responsibility for the misplacement or premature opening of the bid.

**The Tamil Nadu transparency in tenders act and relevant rules will be followed.**

You will provide detailed break up of costs and fees as follows:

- Staffing billing rate plus overheads
- Travel and accommodation
- Report reproduction

## **6. Opening of proposal**

**6.1** The Technical proposal (first envelope containing technical proposal only) will be opened by the Director, Madurai Smart City Limited, Madurai. Or his authorized representative at the Aringar Anna Maligai, Tallakulam, Madurai-625002. It may please be noted that the second envelope containing the detailed **price offer will not be opened** until the technical evaluation has been completed and the result approved and notified to all consultants.

## **6.2 Eligibility criteria**

- (i) **The consultancy organization should be registered as a legal entity**, like, Society, Company, Association and, a notarized copy of Certificate of registration shall be attached.
- (ii) Should be in the field of consultancy for preparing detailed project reports for **not less than 5 years** (2012-13,2013-14,2014-15,2015-16,2016-17). (Production of audited accounts will be taken as the proof. It should be duly certified by Chartered Accountant and notarized)

- (iii) A cumulative **minimum turnover of Rs.55Lakhs in the last 5 years**(2012-13,2013-14,2014-15,2015-16,2016-17). (Audited accounts from the Chartered Accountant should be submitted and duly notarized.)
- (iv) Specific **experience of the firm in designing of public transport improvement** (Proof of having **completed** assignments of Detailed Project Reports preparation for the ULB or State Government/Central government departments or Public Sector Organizations, or Boards including for private townships over the last five years to a value of not less than Rs.30lakhs of Consultancy in a single Consultancy assignment shall be attached duly certified by an officer not below the rank of Executive Engineer or equivalent or above cadre officer.

### **6.3. No Joint Venture is allowed.**

## **7. 0. Evaluation**

A two-stage procedure will be adopted in evaluating the proposals with the technical evaluation being completed prior to opening the financial proposals. The technical proposals will be evaluated using the following criteria:

- i. The consultant's relevant experience for the assignment
- ii. The quality of the methodology proposed and
- iii. The qualifications & experience of the key staff proposed for the assignment

The curriculum vitae of senior personnel in each discipline for assessing the qualifications and experience of the personnel proposed to be deployed for the studies should be included with the proposal (in the format of the sample curriculum vitae). These personnel will be rated in accordance with:

- i. General qualifications and adequacy in relevant field experience for the project (suitability to perform the duties for this assignment. These include education and training, length of experience on fields similar to those required as per terms of reference, type of positions held, time spent with the firm etc)
- ii. Their experience in the region
- iii. Involvement in skills transfer and training programmes

## **8. 0. Deciding Award of Contract**

The quality and competence of the consulting service shall be considered as the paramount requirement. The decision of the award of the contract would be as under:

- (a) The consultants scoring not less than 75% of the points in Technical evaluation will be considered qualified and **their financial bids alone will be opened**. The client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the Letter of Invitation and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening of Financial Proposals. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.
- (b) The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the quality scores, and the proposed prices shall be read **aloud** and recorded when the

Financial Proposals are opened. The Client shall prepare minutes of the public opening.

(c). The evaluation committee will determine whether the Financial Proposals are complete [i.e., whether they have costed all items of the corresponding Technical Proposals; if not, the Client will cost them and add their cost to the initial price], correct any computational errors. The evaluation shall exclude local taxes. The lowest financial proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores of all the proposals will be computed as follows:  $S_f = 100 \times F_m/F$  (F-amount of financial proposal). **Proposals will finally be ranked according to their combined technical (St) and financial (Sf) scores using a weight of 75% for technical proposal and 25% for financial proposal.**  $S = S_t \times 0.75 + S_f \times 0.25$ . The Consultant securing the highest score will be invited for negotiations.

(d) Prior to the expiration period of proposal validity, the Client will notify the successful Consultant who submitted the highest scoring proposal in writing by registered letter, cable telex or facsimile and invite it to negotiate the Contract. Negotiations normally take a day. The aim is to reach the agreement on all points, and initial a draft contract by the conclusion of Negotiations. Negotiations will commence with a discussion of your technical proposal, the proposed methodology (work plan), staffing and any suggestions you may have made to improve the TOR. Agreement must then be reached on the final TOR, the staffing, man days, and rate there for and logistics and reporting. Special attention will be paid to optimize the required outputs from the Consultant and to define clearly the inputs required from the Client to ensure satisfactory implementation of the Assignment.

The changes agreed upon will then be reflected in the draft contract, using the proposed unit rates (no negotiation of the unit rates, including the man month rates). Having selected the consultant, among other things, on the basis of an evaluation of the proposed key professional staff, the Client expects to negotiate a contract on the basis the staff named in the proposal and, prior to contract negotiations, will require assurance that these staff will be actually available. The Client will not consider substitutions during contract negotiations except in cases of unexpected delays in the starting date or incapacity of key professional staff for reasons of health. In such cases the client may accept substitutes having **equal or above qualifications** prescribed only after getting the approval of the client.

The negotiations will be concluded with a review of the draft form of Contract. The Client and the Consultants will finalize the contract to conclude negotiations. If the negotiations with this consultant are successful, the award will be made to him and all other consultants notified. If negotiations fail, and if it is concluded that a contract with reasonable terms cannot be concluded with this consultant, the consultant scoring second highest score, will be invited for negotiations. This process will be repeated till an agreed contract is concluded. Please note that the **Managing director is not bound** to select any of the firms submitting proposals.

9. It is estimated that the services will be required for the assignment and generally you should base your financial proposal on this figure. However, you should feel free to submit your proposal on the basis on man-months considered necessary by you to undertake the assignment.
10. You are requested to hold your proposal valid for **90 days** from the date of submission without change the personnel proposed for the assignment and your proposed price. Managing Director, Madurai Smart City Limited, Madurai will make best efforts to select a consultancy firm within this period.

11. Please note that the cost of preparing a proposal and of negotiating a contract including visits to ABD area, if any **is not reimbursable** as a direct cost of the assignment.
12. You will be expected to take-up/commence the assignment within **7 days** from the date of issue of work order.
13. If there is a delay without any valid reason, within the time limit in the submission of the reports, penalty may be imposed as follows:  
**For every week of delay notice: 0.1% of the consultancy cost for the respective report will be deducted per day.**
14. You are reminded that **any manufacturing or construction firm, with which you might be associated with, will not be eligible to participate in bidding for any goods or works resulting from or associated with the project** of which this consulting assignment forms a part.
15. Please note that the remuneration which you receive from the contract **will be subject to normal tax liability**. Kindly contact the concerned tax authorities for further information in this regard, if required.

Yours faithfully,

Managing Director  
Madurai Smart City Limited Madurai

Enclosures:-

1. Terms of Reference.
2. Supplementary Information to Consultants.
3. Draft contract under which service will be performed.
4. Evaluation sheet
5. Performance Guarantee



# **MADURAI SMART CITY LIMITED**

## **TERMS OF REFERENCE**

### **CONSULTANCY SERVICES FOR PREPARATION OF DETAILED PROJECT REPORT FOR STREETScape REDESIGN – PEDESTRIAN PATHWAYS, UNDERGROUND DUCTING, POWER & COMMUNICATION, LANDSCAPING, STREET FURNITURE ETC, IN ABD AREA OF MADURAI UNDER SMART CITY MISSION.**

#### **1. BACKGROUND:**

Madurai City, located in South Central Tamil Nadu, is the second largest city after Chennai and is the headquarters of Madurai District. It is a pilgrimage centre and the gateway to South Tamil Nadu having the famous Meenakshi Temple at its core. It is also a trading centre famous for its handloom industry. The city is well connected by road and railway network to the urban centers in the state and the neighboring states. Madurai is a major junction on the Chennai-Kanyakumari Railway line. National Highways NH-7, NH-45B and NH-49 pass through the centre of the city and the Domestic Airport connects the city with other major cities of India and also Colombo, Sri Lanka. The city is administered by the Madurai Municipal Corporation (MCC) with the administrative jurisdiction extending over an area of 147.99 sq. km.

#### **2. GENERAL DESCRIPTION**

Madurai is one of the city selected under smart city mission. Madurai smart city limited (MSCL) has been formed to implement the projects and to demonstrate its vision under this mission

MSCL has taken up street redesign under Non-Motorised Transport (NMT) as one of the pilot projects under Smart cities mission. Under the Area Based development (ABD) programme, Meenakshi Amman Temple area has been chosen as the ABD area for Madurai.

#### **3. OBJECTIVE OF THE PROJECT**

The main objective of this assignment is to prepare feasibility report and Detailed Project Reports for Street redesign and undertake Bid Process Management for appointment of developers/contractors. The Detailed Project Report shall be prepared based on the site assessment, technical and financial feasibility. The DPR should consist detailed designs, drawings (structural, architectural, working drawings), bid documents, cost estimates, specifications, etc.,

#### 4. SCOPE OF PROJECT

Streets perform certain basic functions in the built environment such as providing routes for vehicles and public transport, and accommodating utility services and drainage systems. The design of a street has an influence on how people use the street and interact with each other on it. The streets around Meenakshi Amman Temple (All Chithirai streets, all Avani Moola Veethi, all Maasi streets, all Veli streets) have been taken up for redesigning of the street, retrofitting of footpath and road, place making on road, junction redesigning etc amongst other improvements on the street.

The MSCL under vision of mission projects has selected all the streets surrounding Meenakshi Amman Temple for creating ideal street network in the temple area.

The Focus & Guidelines for designing of this network of these streets are as under :

As this is one of the Pilot mission Project the streets will be designed as an ideal street & will follow all acts & guidelines prepared by the Government of India & other Statutory Bodies, such as Smart City Guide Lines, National Disability Act, Hawkers & Vendors Act, National Urban Transport Policy etc.

The Services laid in the street shall be permanent in nature and shall be maintained only through designed & designated Service Ducts provisions & not by digging the Road or Pavement Area in the forthcoming decades.

These streets shall be designed by giving priority to pedestrians, shall be disable friendly (in totality such that one should be able to demonstrate that a person on wheel chair would be able to move from origin to destination on his own in the identified zone) thus achieving Universal Accessibility, making the neighbourhood cycle friendly, create designated spaces for Hawkers & Vendors as per the Central Government Act, provision for parking incorporate Public Transport & a Shuttle service (Small open battery operated vans) so that Residents in the area could move, thus avoiding the use of Private Vehicle for traveling short distances

The Street shall be designed & executed in such a way that it is one of the place for Social interaction having appropriate Street Furniture (seating,

dust bins, signage), Recreation Space, facilities such as Urban Lounge with modern toilet, Information Kiosk, Wi Fi, Street Lighting, Public Art.etc

Thus, to achieve all the services like Water supply, Storm Water, Sewerage, BSNL cables, Optical Fiber Cables, EB cables shall be reorganised & relaid. The junction boxes on the streets of various utilities which are eyesores shall be relocated & camouflaged.

Have to acquaint the overall concept & spirit of this project and mobilize for delivering the highest quality of work with all details which shall comply with vision of this Pilot Project.

As mentioned above, with a scope of providing user friendly streets, the following tasks are to be undertaken

**i. Footpath retrofitting:**

Footpaths are those parts of a road or street that are intended for pedestrian use. Pedestrians include people on foot, in wheel chairs, or pushing a pram. It is therefore important that footpaths are wide enough for unhindered, unobstructed use by all user groups – including disabled users. Thus the footpath needs to retrofit so as to accommodate different type of users without any stumbling block. It is proposed to widen the footpaths providing user friendly and aesthetically appealing surface finish to the footpath alongwith the kerbs, shifting of utility boxes, provisions for new utilities etc.

**ii. Place making on roads**

Placemaking is both a process and tool, by which we collectively design and manage elements of the public realm to create places that are appealing, accessible, comfortable, and support social activity. Placemaking helps to define the pattern and use of the built environment and the manner and ease in which people are able to access, connect and move around in it. Placemaking can also help build and enhance sense-of-place by creating spaces that encourage social interaction and support interesting activities. Such spaces shall be created to achieve the objective of social development.

**iii. Junction redesigning on pilot basis:**

Junction design and related engineering countermeasures play a very important role in the field of traffic safety. By creating a properly designed street junction, vehicle flow can be improved by simultaneously increasing

pedestrian comfort and safety. Thus Junction redesigning becomes one of the prime project for execution.

To achieve the above tasks, the following criteria on streets redesign are to be undertaken.

1. Footpath reconstruction/ retrofitting with new kerb, new approved stamped concrete/ paver block surfacing, parking spaces, provision of separate RCC type utility ducts (1.5 X 1.5 m ) with opening in every 8 to 10 m interval for cables and future utilities.
2. Shifting and provision for new utility lines like water supply, sewer alongwith the chambers and electrical cables, feeder pillars, decorative street light poles etc.
3. Removal of the ramps, walls, compounds etc on the ROW of the road and complete retrofitting of the footpaths.
4. Provisions for new Storm water line with RCC/ FRP chambers and heavy duty FRP frame and covers
5. Identify all the storm water drainage issues including severity and location of inundation, location of drains and out falls; study of disposal at outfall points; critical outfalls including irrigation tanks, canals, systems, rivers water supply sources etc. pollution and other environmental issues; and identify any gaps in the existing drainage system. Additionally, identify physical constraints to drainage i.e. encroachments into drainage channels; solid waste dumping natural and human made obstructions, including pipe culvert and low level causeways, road and rail over bridges, flyovers, canals, permanent ways, etc.
6. Separate comprehensive plans & estimates to be framed for each Storm Water Drainage System comprising of Primary / main Drain with its Secondary and tertiary drains. The drains already under execution under JnNURM funding and other agencies should be looked in to, identified and taken care of while preparing the DPR.
7. Provision for new ramps, reconstruction of compound walls, reconstruction of access steps etc.
8. Provision for islands, raised pedestrian crossings, humps, etc
9. Provision for Thin White Topping surfacing for the road carriageway.

10. Provisions of road crossing pipes, RCC duct at regular intervals and along the footpath
11. Relocation/ removal and reconstruction of existing small shops
12. Construction of public lounge with modern toilets
13. Provision of Street furniture items (benches, sitouts, bollards, information kiosk, dustbins), Steet signanges
14. Provision of road markings etc.

To conduct necessary geotechnical investigations, topo surveys, utility mapping, area profiling, etc., for the project area as per relevant IS / IRC / MORTH requirements. The outputs shall be provided as part of the Draft DPR stage in an editable format.

Prepare detailed civil and mechanical designs, good for construction drawings, bar bending schedules Specifications, Tender Drawings, Bill of Quantities and Cost estimates, bid documents, etc., for all the items, as required. Bid documents shall be prepared as per World Bank Guidelines and Tamil Nadu Tender Transparency Act. (This should be based on the PWD schedule of rates and Market rates).

Prioritizing, packaging and phasing of the works identified. The DPR and bid documents shall also be given item wise for civil, mechanical, electrical, plumbing, and greenery, wherever needed.

Prepare Financial Operating Plan, Maintenance Management Plan, O&M costs, and strategies to meet these costs.

To prepare construction, supervision and operations & maintenance manual.

To prepare necessary 3D views based on the proposals formulated for a minimum 3 minutes' time line.

To conduct necessary stakeholders' consultation and to make presentation on the project proposal for public opinion as per the requirement of Madurai Smart City Limited. The cost for stakeholders' consultation shall be borne by the consultants.

Traffic study in parking aspect should be conducted at various places, the parking potential should be ascertained at various places in terms of volume of parking potential per hour.

Undertake Bid process Management for appointment of contractors/developers in accordance with tender transparency act of Tamilnadu.

**a. Detailed Design, Cost estimate & Bill of Quantities**

- i. Specifications of PWD may be adopted and the estimates are to be prepared based on current Schedule of Rates of PWD and other rates. Items of work not covered under the Standard Schedule of Rates shall be supported by market quotations with supporting authentic documents.

## **b. Other**

- i. The consultancy should also carry out necessary studies to ensure Environmental compatibility, Social and Political acceptability, Legal and Regulatory feasibility and document them, in the DPR under the following areas:
  - Socio-economic impact assessment,
  - Environmental impact and environmental management plan,
  - Legal and regulatory implications,
  - The details about the methodology and data outputs in respect of consultancy should be worked out in the bid offer by the consulting firm.
  - All data collected by the Consultant shall be made available to the Client in proper organized format and this data shall remain the property of the Client.
  - The data collected and the research results of the Consultancy shall not be divulged to other agencies without the explicit approval of the Client.
  - All reports should be submitted in hard and soft copy. Reports should be in Microsoft Word format, maps and drawings should be in the compatible format available with the Client

## **4. Data, Service and Facilities to be provided by Client**

Madurai Smart City Limited and other related departments shall provide available details, sketch/maps and data relating to this work

## **5. Reports and Deliverables**

- **Inception Report** containing the approach and methodology (to be submitted within 15 days of commencement of the assignment and date of signing the agreement)
- **Interim Report** consisting of listing of multilevel car parking, technical and financial feasibility/viability and proposals with outline cost estimates (to be submitted within 15 days of acceptance of Inception Report)
- **Draft Final Report** containing all details including drawings, cost estimates, specifications etc. (to be submitted within 15 days of acceptance of the Interim Report)
- **Final Report and Draft Bid Documents** incorporating review comments/suggestions from review of Draft Final Report and containing implementation schedule, FOP etc. (to be submitted within 15 days of acceptance of the Draft Final Report)
- **Final Bid Documents** after necessary technical sanction from competent authorities (to be submitted within 15 days of acceptance of the Final Report)

The consultant will submit 5 copies of all the above reports for review.

## **6. Payment Schedule**

Payment schedule for performing the work shall be as follows:

- |     |                                      |                       |
|-----|--------------------------------------|-----------------------|
| (a) | On submission of Inception Report    | 15% of contract price |
| (b) | On submission of Interim Report      | 30% of contract price |
| (c) | On submission of Draft Final Report  | 40% of contract price |
| (d) | On submission of Final Report        | 10% of contract price |
| (e) | On submission of Final Bid Documents | 5% of contract price  |

The consultant is required to assist the Madurai Smart City Limited in obtaining technical sanction from concerned authorities.

## 7. Assistance from Client

The Consultants would be assisted by Madurai Smart City Limited in obtaining relevant available information from the local authorities as well as extend co-operation on following areas:

- (a) Day-to-day interaction and monitoring of activities
- (b) Issue of authority/recommendation letters

Client shall arrange to give decisions and recommendations on the matters and proposals submitted for decision by the Consultant in such reasonable time as not to disrupt the performance of the Consultancy services.

## 8. Property Rights

All data, layout plans, designs, photographs, software models accomplished by the Consultants for this assignment shall be the property of Madurai Smart City Limited. The data collected in the course of work shall be handed over to Madurai Smart City Limited.

## 9. Permissions required:

The consultant shall:

- (i) Assist Madurai Smart City Limited in obtaining clearances from Directorate of Smart City Mission and concerned authorities
- (ii) Necessary approvals from the Pollution Control Board (PCB), CMA, MoEF, PWD, ASI etc if required would be obtained by the Madurai Smart City Limited with necessary assistance from the Consultant.

## 10. Services and facilities to be provided by the client

- (i) The maps and other data related to this work, to the extent available with Madurai Smart City in (since the information is an official record)
- (ii) Assistance for obtaining FMB sketches (since the information is an official record)
- (iii) Assistance and support to obtain necessary data/information from the Meteorological Department, PWD, Irrigation Dept. and related (since the information is an official record)

## 11. Competencies, Expertise and List of key professionals whose CV and experience are listed below

| S. No | Name of the Expert                            | Qualification                                     | Experience                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-------|-----------------------------------------------|---------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1     | <b><i>Team Leader and Project Manager</i></b> | Master degree in urban infrastructure engineering | Minimum of 15 years of proven track record in planning and designing wastewater infrastructure, municipal solid waste management system and rehabilitation/rejuvenation of drainage channels, and practical experience as Team Leader for a minimum of 2 number projects of complexity of the proposed assignment. He/she will provide guidance to the team regarding the various surveys and investigations that will have to be carried out to deliver the services in an effective manner and formulation of strategies for progressive improvement of river front development. He/she will coordinate with the client, review the relevant data, reports, and deliver presentation on the outputs/deliverables/reports to the nodal officer of KMDA. |

| <b>S. No</b> | <b>Name of the Expert</b>                     | <b>Qualification</b>                                                                                                                          | <b>Experience</b>                                                                                                                               |
|--------------|-----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|
| 2            | <b>Urban Transport Specialist</b>             | Masters in Transport Planning /Urban Planning/Transport Engineering / Urban Engineering                                                       | Post graduate in Urban/Transport Planning/Transport Engineering/Urban Engineering with minimum work experience of 10 years in relevant subjects |
| 3            | <b>Water Resources and Drainage Engineer:</b> | Master degree in water supply / drainage engineering                                                                                          | Minimum of 10 years relevant experience in water resources planning and designing urban surface drainage system to drain out storm water.       |
| 4            | <b>Social Development Specialist:</b>         | Master degree or more in social sciences                                                                                                      | Minimum of 10 years working experience in social sector projects                                                                                |
| 5            | <b>Finance Specialist</b>                     | Masters in Planning/Economics/ Management or a Chartered Accountant with specific experience in Municipal Financial assessment and management | Minimum of 10 years working experience in financing of projects.                                                                                |
| 6            | <b>Environmental Specialist:</b>              | Master degree in environmental sciences / engineering / management                                                                            | Minimum of 10 years working experience in urban infrastructure projects.                                                                        |
| 7            | <b>Town/Country Planner</b>                   | Master degree in town / country planning                                                                                                      | Minimum of 10 years working experience in urban infrastructure projects                                                                         |

The above Team can be suitably supported by sub professional staff.

#### **12. Composition of Review Committee to monitor the Consultant's work:**

The Review Committee comprising of the following members will conduct Review Meeting to make binding decisions on behalf of Madurai Smart City Limited, Madurai.

|    |                   |
|----|-------------------|
| 1. | Managing Director |
| 2. | Director          |
| 3. | Director          |

**Apart from the above, the project will be reviewed by the officials of the Commissionerate of Municipal Administration.**

#### **13. Procedure for the review of reports:**

The Review Committee will review the reports and the progress of the work. The follow up action taken by the consultant on the decision / suggestion of the Review Committee will be reviewed in the next meeting. The comments or views on the various reports shall be given to the consultant within 7 days of submission of the respective reports/documents/designs.

Presentation on each report shall be made to a committee as mentioned in clause 12.0. In case of unexpected delays beyond the control of consultant or due to non-



fulfillment of obligation under this TOR. The extension of time based on request may be considered by the client without any additional financial commitment.

## Annexure – 2

### SUPPLEMENTARY INFORMATION FOR CONSULTANTS

#### Proposals

##### 1. Proposals should include the following information:

###### a. Technical Proposal

- A brief description of the firm/organization and an outline of recent experience on assignments/ projects of similar nature executed during the last 3 years in the format given in Form F-2.
- Any comments or suggestions of the consultant on the Terms of Reference (TOR).
- A description of the manner in which consultants would plan to execute the work. Work plan time schedule in Form F-3 and approach or methodology proposed for carrying out the required work.
- The composition of the team of personnel which the consultant would propose to provide and the tasks which would be assigned to each team member in Form F-4. Curricula Vitae of the individual key staff members to be assigned to the work and of the team leader who would be responsible for supervision of the team. The curricula vitae should follow the attached Format (F-5) duly signed by the concerned personnel.
- The consultant's comments, if any, on the data, services and facilities to be provided by [.....] indicated in the Terms of Reference (TOR).
- The consultant's Work program and time schedule for key personnel in Form No.F-6.

###### b. Financial Proposals:-

1. The financial proposals should include the Schedule of Price Bid in Form No.F-7 with cost break-up for the work program indicated in Form F-6. Proposals should be submitted to the Managing Director, Madurai Smart City Limited, Aringar Anna Maligai, Tallakulam, Madurai-625002.

Tenders documents can be downloaded from <https://tntenders.gov.in>  
,<http://www.tenders.tn.gov.in>

2. Tamil Nadu Transparency in Tenders Act and Rules will be applicable for the tender.

**FORM F-1**

**(To be furnished as a part of Technical Bid Document)**

From

To

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

Sir:

Hiring of Consultancy services for \_\_\_\_\_ of — — — — Regarding

I/We \_\_\_\_\_ consultant/consultancy firm/organization herewith enclose Technical and Financial Proposal for selection of my/our firm as consultant for — — — — .

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".

Yours faithfully,

Signature: .....  
Full name : .....  
Phone No :-----  
Mobile No:-----  
Email Id.-----  
Address:.....

(Signature of the Authorized Representative with date)

**FORM F-2**

**(To be furnished as a part of Technical Bid Document)**

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

1. Brief Description of the Firm/Organization:
2. Outline of recent experience on assignments of similar nature:

| Sl. No. | Name of assignment | Name of project | Owner or sponsoring authority | Cost of assignment | Date of commencement | Date of completion | Was assignment satisfactorily completed & Experience Certificate Enclosed |
|---------|--------------------|-----------------|-------------------------------|--------------------|----------------------|--------------------|---------------------------------------------------------------------------|
| 1       | 2                  | 3               | 4                             | 5                  | 6                    | 7                  | 8                                                                         |

**Note:**

Please attach certificates from the employer by way of documentary proof. (Issued by the Officer of rank not below the rank of Executive Engineer or equivalent.)

**FORM F-3**  
**(To be furnished as a part of Technical Bid Document)**

**WORK PLAN TIME SCHEDULE**

A. Field Investigation

| Sl. No. | Item | Month wise Program |     |     |     |     |     |     |     |     |      |      |      |
|---------|------|--------------------|-----|-----|-----|-----|-----|-----|-----|-----|------|------|------|
|         |      | 1st                | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th | 11th | 12th |

B. Compilation and submission of reports

1. Inception Report
2. Interim Status Report (As indicated under TOR)
3. Draft Final Report
4. Final Report
5. Estimates for TS and Bid documents

C. A short note on the line of approach and methodology outlining various steps for performing the study.

D. Comments or suggestions on "Terms of Reference."

**FORM NO.F-4**

**(To be furnished as a part of Technical Bid Document)**

Composition of the Team Personnel and the task which would be assigned to each Team Member

1. Technical/Managerial Staff

| Sl.No. | Name | Position | Task assignment |
|--------|------|----------|-----------------|
|--------|------|----------|-----------------|

2. Support Staff

| Sl.No. | Name | Position | Task assignment |
|--------|------|----------|-----------------|
|--------|------|----------|-----------------|

**FORM F- 5**

**(To be furnished as a part of Technical Bid Document)**

Format of Curriculum Vitae (CV) For Proposed Key professional staff

Proposed Position:

Name of Firm:

Name of Staff:

Profession:

Date of Birth:

Years with Firm/Entity:

Nationality:

Membership in Professional Societies:

Detailed Tasks Assigned:

Key Qualifications:

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

Education:

[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 two pages.]

Languages:

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

Certification:

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

Date:

[Signature of staff member and authorized representative of the Firm] Day/Month/Year

Full name of staff member: \_\_\_\_\_

Full name of the authorized representative: \_\_\_\_\_

**FORM F-6**  
**(To be furnished as a part of Technical Bid Document)**

**WORK PROGRAM AND TIME SCHEDULE FOR KEY PERSONNEL**

MONTHS

| Name | Position | 1         | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|------|----------|-----------|---|---|---|---|---|---|---|---|----|
|      | 11    12 | Number of |   |   |   |   |   |   |   |   |    |
|      |          | months    |   |   |   |   |   |   |   |   |    |

Total

Reports Due/Activities and Duration

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

Field Full Time  
 Activities Duration

Part Time

Reports Due



**FORM NO.F-7**

**(To be furnished as a part of Financial Bid Document)**

**SCHEDULE OF PRICE BID**

| Items                                         | Amount (Rs.) |          |
|-----------------------------------------------|--------------|----------|
|                                               | In figures   | In words |
| 1. Consultancy services for<br>-----<br>----- |              |          |
| 2. Consultancy Service<br>Tax @ .....%        |              |          |

Signature of Consultant (Authorized representative)

Cost Estimate of Services \*

**Remuneration of Staff**

| Staff | Name  | Daily (Monthly) Rate<br>(in currency) | Working Days<br>(Months) | Total Cost<br>(in currency) |
|-------|-------|---------------------------------------|--------------------------|-----------------------------|
| a)    | _____ |                                       |                          |                             |
| b)    | _____ |                                       |                          |                             |
| c)    | _____ |                                       |                          |                             |
| d)    |       |                                       |                          |                             |

Sub-Total (Staff) \_\_\_\_\_

Out-of-Pocket Expenses:

|                                                  |      |             |       |       |
|--------------------------------------------------|------|-------------|-------|-------|
| a) Per Diem <sup>1</sup>                         | Room | Subsistence | Total | Days  |
|                                                  | Cost | _____       | _____ | _____ |
| b) Air fare:                                     |      |             |       | _____ |
| c) Lump Sum Miscellaneous Expenses: <sup>2</sup> |      |             |       | _____ |
| Sub-Total (Out-of-Pocket)                        |      |             |       | _____ |

Contingency Charges: \_\_\_\_\_

TOTAL COST ESTIMATE \_\_\_\_\_  
CONSULTANCY SERVICES \_\_\_\_\_  
TAX @ .....% \_\_\_\_\_

<sup>1</sup> Per Diem is fixed per calendar day and need not be supported by receipts.

<sup>2</sup> To include reporting costs, visa, inoculations, routine medical examination, minor surface transportation and communications expenses, portorage fees, in-and-out expenses, airport taxes, and such other travel related expenses as may be necessary.

\* The information in this form is used to finalize Annexe C to the Contract

**Annexure- 3**

**Draft agreement form**

Subject: (Name of Assignment)

(Name of Consultant)

1. Set out below are the terms and conditions under which (Name of Consultant) has agreed to carry out for (Name of Client) the above-mentioned assignment specified in the attached Terms of Reference.
2. For administrative purposes (Name of responsible staff of Client) has been assigned to administer the assignment and to provide [Name of Consultant] with all relevant information needed to carry out the assignment. The services will be required in (Name of Project) for about \_\_\_\_\_ days/months, during the period from \_\_\_\_\_ to \_\_\_\_\_ .
3. The (Name of Client) may find it necessary to postpone or cancel the assignment and/or shorten or extend its duration. In such case, every effort will be made to give you, as early as possible, notice of any changes. In the event of termination, the (Name of Consultants) shall be paid for the services rendered for carrying out the assignment to the date of termination, and the [Name of Consultant] will provide the (Name of Client) with any reports or parts thereof, or any other information and documentation gathered under this Contract prior to the date of termination.
4. The services to be performed, the estimated time to be spent, and the reports to be submitted will be in accordance with the attached Description of Services.
5. This Contract, its meaning and interpretation and the relation between the parties shall be governed by the Tamil Nadu Transparency in Tenders Act and Rules.
6. This Contract will become effective upon confirmation of this letter on behalf of (Name of Consultant) and will terminate on \_\_\_\_\_, or such other date as mutually agreed between the (Name of Client) and the (Name of Consultants).
7. Payments for the services will not exceed a total amount of Rs. \_\_\_\_\_.

The (Name of Client) will pay (Name of Consultant), on receipt of invoice as follows:

| Amount(Rs.) |                                                           |
|-------------|-----------------------------------------------------------|
| .....       | upon submission and acceptance of the inception report.   |
| .....       | upon submission and acceptance of the interim report.     |
| .....       | upon submission and acceptance of the draft Final report. |
| .....       | upon submission and acceptance of the final report        |
| .....       |                                                           |

The above remuneration includes all the costs related to carrying out the services, including overhead and any taxes imposed on -----[Name of Consultants.]

8. The [Name of Consultant] will be responsible for appropriate insurance coverage. In this regard, the [Name of Consultant] shall maintain workers compensation, employment liability insurance for their staff on the assignment. The Consultants shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of the [Name of Consultants] or its staff. The----- [Name of Consultants] shall provide the -----(Name of Client) with certification thereof upon request.
9. The----- [Name of Consultants] shall indemnify and hold harmless the----- (Name of Client) against any and all claims, demands, and/or judgments of any nature brought against the----- (Name of Borrower) arising out of the services by the -----[Name of Consultants] under this Contract. The obligation under this paragraph shall survive the termination of this Contract.
10. The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
11. All final plans, drawings, specifications, designs, reports and other documents or software submitted by the [Name of Consultants] in the performance of the Services shall become and remain the property of the Client. The Consultants may retain a copy of such documents but shall not use them for purposes unrelated to this Contract without the prior written approval of the Client.
12. The Consultant undertake to carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment, and to ensure that the staff assigned to perform the services under this Contract, will conduct themselves in a manner consistent herewith.
13. The Consultant will not assign this Contract or sub-contract or any portion of it without the Client's prior written consent.
14. The---- [Name of Consultants] shall pay the taxes, duties fee, levies and other impositions levied under the Applicable law and the Client shall perform such duties in this regard to the deduction of such tax as may be lawfully imposed.

However, Consultancy Services tax payable for providing this Consultancy Services shall be paid/ reimbursed by the Client separately.

15. The---- [Name of Consultants] also agree that all knowledge and information not within the public domain which may be acquired during the carrying out of this Contract, shall be, for all time and for all purpose, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, except with the (Name of Client) written permission.

16. Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with Arbitration & Conciliation Act 1996.

Place: .....

Date: .....

.....  
(Signature of Authorized Representative  
on behalf of Consultant)

.....  
(Signature & Name of the Client's Representative)

## Annexure- 4

## EVALUATION SHEET

Name of the evaluator:

Designation &amp; Organization:

| Details                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Maximum Points |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| <b>1(a) Consultant's relevant experience</b><br>Specific <b>experience of the firm in designing of Riverfront Development project</b> (Proof of having <b>completed</b> assignments of Detailed Project Reports preparation for the ULB or State Government/Central or PSU Agencies over the last five years to value of not less than Rs.30 lakhs of Consultancy in a single Consultancy assignment shall be attached duly certified not below the rank of Executive Engineer or equivalent or above cadre officer |                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 15             |
| <b>The consultancy organization should be registered as a legal entity</b> , like, Society, Company, Association and, a notarized copy of Certificate of registration shall be attached.                                                                                                                                                                                                                                                                                                                            |                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 10             |
| Should be in the field of consultancy for preparing detailed project reports for <b>not less than 5 years</b> (2012-13,2013-14,2014-15,2015-16,2016-17). (Production of audited accounts will be taken as the proof. It should be duly certified by Chartered Accountant and notarized)                                                                                                                                                                                                                             |                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 10             |
| A cumulative <b>minimum turnover of Rs.55Lakhs in the last 5 years</b> (2012-13,2013-14,2014-15,2015-16,2016-17). (Audited accounts from the Chartered Accountant should be submitted and duly notarized.)                                                                                                                                                                                                                                                                                                          |                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 10             |
| <b>(b)Proposed methodology</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                |
| (i) Understanding of local conditions                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 5              |
| (ii) Explanation of methodology                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 5              |
| (iii) Innovative suggestions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 5              |
| (iv) Overall presentation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 5              |
| Name of the Expert                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Qualification                                     | Experience                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                |
| <b>Team Leader and Project Manager</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Master degree in urban infrastructure engineering | Minimum of 15 years of proven track record in planning and designing wastewater infrastructure, municipal solid waste management system and rehabilitation/rejuvenation of drainage channels, and practical experience as Team Leader for a minimum of 2 number projects of complexity of the proposed assignment. He/she will provide guidance to the team regarding the various surveys and investigations that will have to be carried out to deliver the services in an effective manner and formulation of strategies | 5              |

|                                               |                                                                                                                                               |                                                                                                                                                                                                                               |            |
|-----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
|                                               |                                                                                                                                               | for progressive improvement of river front development. He/she will coordinate with the client, review the relevant data, reports, and deliver presentation on the outputs/deliverables/reports to the nodal officer of KMDA. |            |
| <b>Urban Transport Specialist</b>             | Masters in Transport Planning /Urban Planning/Transport Engineering / Urban Engineering                                                       | Post graduate in Urban/Transport Planning/Transport Engineering/Urban Engineering with minimum work experience of 10 years in relevant subjects                                                                               | 5          |
| <b>Water Resources and Drainage Engineer:</b> | Master degree in water supply / drainage engineering                                                                                          | Minimum of 10 years relevant experience in water resources planning and designing urban surface drainage system to drain out storm water.                                                                                     | 5          |
| <b>Social Development Specialist:</b>         | Master degree or more in social sciences                                                                                                      | Minimum of 10 years working experience in social sector projects                                                                                                                                                              | 5          |
| <b>Finance Specialist</b>                     | Masters in Planning/Economics/ Management or a Chartered Accountant with specific experience in Municipal Financial assessment and management | Minimum of 10 years working experience in financing of projects.                                                                                                                                                              | 5          |
| <b>Environmental Specialist:</b>              | Master degree in environmental sciences / engineering / management                                                                            | Minimum of 10 years working experience in urban infrastructure projects.                                                                                                                                                      | 5          |
| <b>Town/Country Planner</b>                   | Master degree in town / country planning                                                                                                      | Minimum of 10 years working experience in urban infrastructure projects                                                                                                                                                       | 5          |
| <b>Total</b>                                  |                                                                                                                                               |                                                                                                                                                                                                                               | <b>100</b> |

**Annexure- 5**

Bank guarantee format for Performance Guarantee

(To be stamped in accordance with Stamp Act

If any, of the Country of the issuing Bank)

Bank Guarantee No.....

Date.....

To

(Purchaser's Name & Address)

Dear Sirs,

In consideration of the...Purchaser's Name.....(Hereinafter referred to as the 'Purchaser' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s....Contractor's Name.....with its Registered/Head Office at.....(Hereinafter referred to as the 'Contractor'. Which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Purchaser's Purchase Order No.....dated.....and the same having been acknowledged by the contractor, for.....(Contract sum in figures and words) for.....(Name of the work] and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to 10% (\*).....of the said basic value of the aforesaid work under the Purchase Order.

We.....[Name & Address of the Bank).....having its Head Office at.....(hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Purchaser's on demand any and all monies payable by the Contractor to the extent of.....(\*) as aforesaid at any time up to.....(@).....days/month/year without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Purchaser's on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser's and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Purchaser's and further agrees that the guarantees herein contained shall continue to be enforceable till the Purchaser discharges this guarantee or till....(days/month/year) whichever is earlier.

The Purchaser shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Purchaser 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 Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Purchaser and the Contractor or any other course or remedy or security available to the Purchaser. The Bank shall not be released of its obligation under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance of other acts of omission or commission on part of the Purchaser's or any other indulgence shown by the Purchaser 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 Purchaser 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 Contractor and notwithstanding any security or other guarantee the Purchaser may have in relation to the Contractor's liabilities.

- i) Our liability under this Bank Guarantee shall not exceed Rs.....
- ii) ii) This Bank Guarantee shall be valid up to and including.....
- iii) iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if Purchaser serve upon Bank a written claim or demand on or before.....@.....

Dated this.....Day of.....2017.....at.....

WITNESSES:

Signature.....  
 Name.....  
 Official Address.....  
 Designation.....

Signature.....  
 Name.....  
 Official Address.....

Bank's Common Seal.....  
 Attorney as per Power of Attorney

Signature.....  
 Name.....  
 No.....  
 Address.....