



Madurai Smart City Limited
Madurai

CONSULTANCY ASSIGNMENT

**CONSULTANCY SERVICES FOR 'PREPARATION OF DETAILED
PROJECT REPORT FOR REDEVELOPMENT OF PERIYAR BUS
TERMINAL IN ABD AREA OF MADURAI UNDER SMART CITY
MISSION**

Summary of Consultancy Assignment		
NAME OF THE WORK	:	CONSULTANCY SERVICES FOR 'PREPARATION OF DETAILED PROJECT REPORT FOR REDEVELOPMENT OF PERIYAR BUS TERMINAL IN ABD AREA OF MADURAI UNDER SMART CITY MISSION
Estimate Cost	:	Rs.29.70
EMD AMOUNT Rs.	:	1%
PERIOD OF DOWN LOADING OF BID DOCUMENT	:	Upto 15:00 HRS 16.08.17
LAST DATE AND TIME FOR RECEIPT OF BID	:	Upto 15:00 HRS 16.08.17
TIME AND DATE OF OPENING OF BIDS	:	DATE 16.08.17 TIME : 15.30 HRS
PLACE OF OPENING OF BIDS	:	Conference Hall Aringar Anna Maligai, Tallakulam, Madurai-625002
OFFICER INVITING BIDS	:	Managing Director, Madurai Smart City Limited, Madurai.



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 20535/2017

Date: 02.08.2017

Sub:	CONSULTANCY SERVICES FOR 'PREPARATION OF DETAILED PROJECT REPORT FOR REDEVELOPMENT OF PERIYAR BUS TERMINAL IN ABD AREA OF MADURAI UNDER SMART CITY MISSION
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LETTER OF INVITATION

Madurai Smart City Limited intends to engage qualified consultant to prepare Detailed Project Report for Redevelopment of Periyar Bus Terminal 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)
  - (f) 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. 29,700/-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 16.08.17, 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 REDEVELOPMENT  
OF PERIYAR BUS TERMINAL IN ABD AREA OF  
MADURAI UNDER SMART CITY MISSION

**Bid Reference No Ma .Po .2/Est 20535/2017**

- **DO NOT OPEN BEFORE 15.30 hours on 16.08.17**

**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 a 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.60 lakhs 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 Redevelopment of Bus Terminal** (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.30 lakhs 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:  $Sf = 100 \times Fm/F$  (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.**  $S = St \times 0.75 + Sf \times 0.25$ . 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

**Annexure - 1**  
**Madurai Smart City Limited**  
TERMS OF REFERENCE

CONSULTANCY SERVICES FOR 'PREPARATION OF DETAILED PROJECT REPORT FOR REDEVELOPMENT OF PERIYAR BUS TERMINAL 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.

Perriyar bustand is an important bus terminal in Madurai. This project is envisioned to redevelop the Perriyar busstand as mostly all the major city buses enter and exit from this terminal .Its aim is to improve its general functioning by creating an efficient & durable infrastructure within the available space of perriyar and adjoining complex busstand

**2. Objectives:**

The main objective of this assignment is to prepare feasibility report and Detailed Project Reports for redevelopment of perriyar bus stand 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.,

**3. SCOPE :**

1. Preparation of Feasibility Report considering the technical, financial, environmental and social aspects of the project. Development of various possible alternatives in re-development of bus terminal for revenue generation and preparation of revenue model for the project.

2. Collection of information about present volume of vehicular traffic, pedestrian volume and the additional volume projected for the future
3. Carry out traffic surveys to estimate the local city route buses entering in the bus stand and Designing the bus terminal for the projected passenger vehicle for 20 years.
4. Assessment of areas, built up area requirements for commercial shops as well as space allocation for local city buses, space for other transport facilities like autos, share autos, call taxis, etc., parking facilities for two wheelers, four wheelers, etc., based on projected volume of bus traffic and pedestrian volume
5. Study the general functioning of the existing bus stand and analyse Strength, Weakness, Opportunities and Threats.
6. Propose three alternative plans for selection, considering merits and demerits of each of them. Also incorporate alternate circulation patterns for buses and pedestrians including lay out facilities like bus bays and other passenger amenities like terminal buildings, passenger shelter, bathrooms, toilets, restaurant, shops, telephone booths, internet centre, Cafeteria, waiting halls, parking area/lot for cycles, motor cycles & cars, lighting, landscaping, security, fire safety, rain water harvesting etc highlighting the need based advantages and their estimated cost. For construction materials like flooring, cladding, joinery items, plumbing and sanitary fixtures etc., provide alternatives with merits and de-merits. From among the alternative construction materials, provide recommendations and other alternatives.
  - a) Provision should be made for buses coming out from bus stand to main road are able to merge with the traffic. Logical arrangement of bus bays and other structures should be taken care of inside the bus stand in order to avoid congestion, chaos and confusion, through a well-designed circulation plan.
  - b) Provision for safe, comfortable and visible waiting area and PIS
  - c) Sufficient footpath space to minimize conflict between passing pedestrians and waiting passengers by ensuring unobstructed access for handicapped people.
  - d) Bus stand should have even and well-draining non-slippery flooring and surfaces. Graffiti in bus stand walls should be avoided by using resistant materials that are robust and easily maintained.
  - e) Explore the possibility of revenue generation through advertisement all around the bus stands, creating commercial spaces, provision of trolley services, electronic info boards, CCTV etc.,
  - f) Assessment of areas, built up area requirements for the redeveloped Bus stand and allied activities/facilities, based on projected volume of bus traffic.

- g) Need based demand assessment of prospective occupants belonging to the commercial establishments based on the market surveys have to be carried out.
  - h) Asses the vehicle shift to be expected to take place from existing Bus stand to newly re-developed Bus stand.
  - i) Suggest ways and means of improving the traffic circulation in and around the bus stand. Appropriate entry and exit point to the bus stand may be fixed to avoid queuing of vehicles, traffic conflicts and congestion onto adjacent roads. Linkages to the main highways, national highways and bypasses are to be considered
7. Study the various rules, regulations guidelines such as land classification, zoning, setbacks, restrictions, open areas, parking requirements etc and apply the same for the project.
  8. To prepare a revenue model suggesting ways and means for generating alternative revenues such as pay and use toilets, Advertisements (panels, hoardings and compound wall), parking lots, commercial spaces etc.,
  9. Carry out site evaluation analysis like geotechnical investigations, water quality analysis, topographic surveys, etc., as required.
  10. Analyse the social tolerance and economical impact on the people who are going to use the newly redeveloped bus stand. This shall be carried out by conducting a structured questionnaire survey.
  11. Carryout necessary Environmental and Social Assessment for the sites as per Environmental and Social Management Framework of TNSUDP.
  12. All required investigations shall be carried out to design and construct basic infrastructure such as road network, passenger amenities, water supply and sewer arrangements, storm water drains and disposals, development of ground water source including rain water harvesting, electrical distribution network with adequate power supply for various operations of the Bus stand and its allied activities.
  13. All the surveys, investigations, etc., has to be done as per relevant IS / IRC manuals / guidelines, as required.
  14. Soil Investigation and Tests: Geo technical investigation including boreholes with SPT 'N' values, collection of samples and suitable tests as per relevant I.S. / IRC Standards have to be done by consultants to arrive at design parameters for the formation and safe bearing capacity.
  15. Considering all the above features the Detailed Project Report shall be prepared based on the site assessment, technical, financial, environmental and social aspects, consisting of detailed designs, drawings (structural, architectural, working drawings), bid documents, cost estimates, specifications, etc.,

16. The drawings shall consist of site layouts, engineering drawings, structural drawings, architectural drawings, bar bending schedule, etc., which includes plan, section, elevation, perspectives, floor plans, etc.,.
17. The layout plan showing the location of all the facilities and amenities in the redeveloped Bus Stand and detailed architectural drawings including cross section and elevation of all structures of the bus stand such as terminal buildings, passenger amenities such as shelters etc., bus bays, bathrooms, toilets any commercial structures like restaurant, shops, telephone booths, internet centre, Cafeteria, waiting halls, parking area/lots for cycles, motor cycles and cars landscaping etc.
18. Designs and drawings for all Plumbing, Sanitary, electrical, Storm water drain requirements with connection to the city network or safe disposal options, electrical lay out drawings, grading plan, rain water harvesting, etc., complete has to be provided as part of the DPR including the tenderable bid documents
19. Joinery details for doors, windows, ventilators, rolling structures etc.
20. Analysis, design and detailing of reinforcement along with bar bending schedules for all RCC Structures shall be provided.
21. Analysis, design and fabrication drawings for steel structures proposed have to be provided.
22. Necessary 2D and 3D drawings, plans, perspectives, etc., shall be prepared and presented for various options, as required
23. Develop strategy for phasing of the project optimizing revenue generation without jeopardizing the interest of the users of the facility.
24. Financial analysis considering the projected cost components, Risk assessment, Implementation Strategy, Recommendations, Project Approach & Way forward
25. It is also important to include commercial nature for the Bus Stand, which can be a source of income to service the debt and Operation & maintenance cost. If full scale commercial is not feasible, at least provide shops catering to bus users, the income of which can go to support O&M.
26. A model maintenance contract to be developed by the Consultant for Bus stand.
27. Prepare operation and maintenance plan and suggest appropriate organizational structure with financing plan to manage the proposed facilities.
28. Necessary packaging, phasing, implementation plan for the sites shall be prepared

29. Preparation of the schedule for construction activities/activity schedules, project budget with monthly targets and PERT charts and bid documents as required by MSCL.
30. To study, analyse and suggest the feasibility of tapping solar power, Wi-Fi, RO plant and other green initiatives as part of the DPR.
31. Apart from the above, the consultants has to study and provide the feasibility report and DPR for implementation of roof top solar power lighting for own use within the bus stand and for necessary integration with the local electricity grid.
32. Necessary fencing, compound wall shall be proposed with innovative designs, as required.
33. The proposed terminus should have tourist facilitation centre.
34. Estimates based on the schedule of rates specified by Government of Tamil Nadu and also rates updated to actual market conditions and prepare BOQ and bid documents rt.

Prepare operation and maintenance plan and suggest appropriate organizational structure with financing plan to manage the proposed facilities.

#### **4.3 DPR preparation**

- Micro detailing of architectural, engineering, civil, restoration and rehabilitation works to be financed under the project, including special design and materials to be used as well as any soft components (e.g. cultural and environmental management).
- Preparation of environmental, social, physical cultural resources and gender management/action plans as required
- Cost estimates including capital costs and operational costs for the project activities in each location.
- Detailed execution action plan with responsible agencies, timeframe and monitorable schedule of implementation and indicators.
- Based on the profiling, data collection and analysis, the consultancy shall work closely with key stakeholders including urban local bodies, experts and communities, to build consensus on the DPR main selected interventions and its components. The DPR shall contain inter alia:
  - Architectural layouts and visuals, engineering designs based on the site requirements in sufficient detail to ensure clarity and understanding by the contractors and other relevant stakeholders.
  - Detailed designs will, as a minimum, include construction drawings, detailed cost estimates, necessary calculations to determine and justify the engineering details, detailed specifications, engineering drawings, bill of quantities (BOQs).
  - BoQ will be prepared in accordance to the Schedule of Rates (SoR) approved by GoTN, and wherever tailor made items in the BoQ are not listed in the SoR, Rate Analysis will be carried out based on market rates.

- Prepare necessary electrical, mechanical, plumbing and drainage designs along with working drawings, layout specifications and detailed cost estimates.
- Recommended designs should have simple and least expensive O&M. Consultancy shall make recommendations and prepare a yearly operations and maintenance plan for DPR.
- Preparation of Bidding Documents: Upon validation of the proposed contract packages by respective agencies, the Consultancy shall prepare the draft bidding documents (for supply and works contracts) necessary to enable tendering of supplies and construction services. The bidding documents shall be prepared following the World Bank's Standard Bidding Documents. The final bidding documents shall be prepared after comments on the draft bidding documents are available from the GOI and the World Bank.
- The final DPR shall contain all technical drawings and specifications ready for bidding and award stages as well as a detailed budget and implementation responsibility and capacity requirements. The DPR shall also contain an implementation strategy, including roles of the state and local government as well as of concerned expert agencies, measurable indicators for concurrent monitoring and periodic evaluation

#### 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 Redevelopment of Periyar Bus Terminal, 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)

5. 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 administrative sanction and 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 would be evaluated**

The Consultant should be a firm / institution with relevant and adequate experience in urban sector, understanding of Smart City Mission and should have carried out at least 1 similar assignment for a major city.

| S. No | Name of the Expert                     | Qualification                                                                           | Experience                                                                                                                                      |
|-------|----------------------------------------|-----------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|
| 1     | <b>Team Leader and Project Manager</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 |
| 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 |



| <b>S. No</b> | <b>Name of the Expert</b>                    | <b>Qualification</b>                                                                                                                          | <b>Experience</b>                                                                                                                                                                           |
|--------------|----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3            | <b>Quantity Surveyor/Contract specialist</b> | Graduate in Civil engineering                                                                                                                 | Bachelor's Degree in Civil Engineering with minimum 7 years' experience in detailed project report preparation, bid documents, bid evaluation and related procedures in similar assignments |
| 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.                                                                                                                            |

The above Team can be suitably supported by sub professional staff

**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.

E submissions can be done through <http://tntenders.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 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| The consultancy organization should be a registered as a legal entity, like, Society, Company, Association and, a notarized copy of Certificate of registration shall be attached.                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                         |                                                                                                                                                 | 30             |
| 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)                                                                                                                                                                                                                                                                              |                                                                                         |                                                                                                                                                 | 5              |
| A cumulative <b>minimum turnover of Rs.60 lakhs 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             |
| Specific <b>experience of the firm in designing of Redevelopment of Bus Terminal</b> (Proof of having <b>completed</b> 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.30 lakhs 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. |                                                                                         |                                                                                                                                                 | 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>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 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>Urban Transport Specialist</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Masters in Transport Planning /Urban Planning/Transport Engineering / Urban             | Post graduate in Urban/Transport Planning/Transport Engineering/Urban                                                                           | 5              |

|                                              |                                                                                                                                               |                                                                                                                                                                                             |            |
|----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
|                                              | Engineering                                                                                                                                   | Engineering with minimum work experience of 10 years in relevant subjects                                                                                                                   |            |
| <b>Quantity Surveyor/Contract specialist</b> | Graduate in Civil engineering                                                                                                                 | Bachelor's Degree in Civil Engineering with minimum 7 years' experience in detailed project report preparation, bid documents, bid evaluation and related procedures in similar assignments | 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>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.....