

**REQUEST FOR PROPOSAL (RFP)**

**for**

**CONSULTANCY ASSIGNMENTS**

**Firms**

**Lump sum - LCS**

**SELECTION OF CONSULTANT FOR PREPARATION OF  
DETAILED PROJECT REPORT DPR AND BID  
DOCUMENTS FOR RENOVATION OF  
SIVAGANGAI PARK AND RESTORATION AND  
CONSERVATION OF SIVAGANGAI POND, AYYAN  
KULAM AND SAMANTHAN KULAM IN  
THANJAVUR SMART CITY**

**Client:**

**Thanjavur Smart City Limited  
Municipal corporation Building  
Gandhiji Road,  
Thanjavur - 613001  
Tamil Nadu, India  
Phone No: 04362-231021  
E-mail: [commr.thanjavur@tn.gov.in](mailto:commr.thanjavur@tn.gov.in)**

**Issued on: 05.01.2018**

## LETTER OF INVITATION

Dear Sirs,

**Subject: Selection of Consultant for Preparation of Detailed Project Report (DPR) and Bid Documents for Renovation of Sivagangai Park and Restoration and conservation of Sivagangai pond, Ayyan kulam and Samanthan kulam in Thanjavur Smart City-reg.**

1. You are hereby invited to submit Pre-qualification, technical and financial proposals **for Selection of Consultant for Preparation of Detailed Project Report and Bid Documents for Renovation of Sivagangai Park and Restoration and Conservation of Sivagangai Pond, Ayyan kulam and Samanthan kulam in Thanjavur Smart City** to be taken up by the Thanjavur Smart city, managed by Thanjavur Smart City Limited, Thanjavur, which could form the basis for future negotiations and ultimately a contract between your firm and The Managing Director, Thanjavur Smart City Limited, Thanjavur – 613001.
2. The purpose of this assignment is Consultancy for Preparation of Detailed Project Report with Bid Documents for Renovation of Sivagangai Park and Restoration and Conservation of Sivagangai pond, Ayyan kulam and Samanthan kulam in Thanjavur Smart City as mentioned in the Terms of Reference (ToR).
- 2.1 **“Client” THANJAVUR SMART CITY LIMITED, , THANJAVUR( TSCL)**
3. A firm will be selected under **“Least Cost Selection” (LCS)** procedures described in this RFP and in accordance with the procurement guidelines of the TAMIL NADU TRANSPARENCY IN TENDERS ACT, 1998 and RULES 2000 as amended from time to time.
4. The following documents are enclosed to enable you to submit your proposal:
  - (a) Terms of reference (TOR) (Annexure 1);
  - (b) Pre-qualification Criteria (Annexure 2);
  - (c) Supplementary information for firm, including a suggested format of curriculum vitae of key personnel (Annexure 3);
  - (d) A Sample draft Agreement of Contract for this assignment to be carried out by the Firm. (Annexure 4); and
  - (e) Bank Guarantee (Annexure 5);
5. A pre-proposal conference open to all prospective firms will be held on **12.01.2018 @ 11.00 hrs** in the **THANJAVUR SMART CITY LIMITED, THANJAVUR, Municipal corporation Building, Gandhiji Road, Thanjavur – 613001, Tamil Nadu, India Phone No: 04362-231021**

The prospective firms will have an opportunity to obtain clarification regarding the scope of the work, terms of reference, contract conditions and any other pertinent information.

The Clarification/Amendments if any in the Pre – Proposal Conference will be published only in the Government Web site [www.tenders.tn.gov.in](http://www.tenders.tn.gov.in), and **123.63.242.116/Thanjavur** and also can be obtained from the Managing Director, THANJAVUR SMART CITY LIMITED, THANJAVUR, or its representative, at Thanjavur Municipal corporation, **Municipal corporation Building, Gandhiji Road,**

Thanjavur – 613001, Tamil Nadu, Phone 04362-231021. Email: [commr.thanjavur@tn.gov.in](mailto:commr.thanjavur@tn.gov.in) at free of cost.

Please ensure that advance intimation regarding your visit is sent to enable them to make appropriate arrangements.

6. The Submission of Proposals:

6.1 The proposals addressed to Managing Director, THANJAVUR SMART CITY LIMITED, THANJAVUR shall be submitted in three parts, viz., “Pre-qualification”, “Technical” and “financial” and should follow the form given in the "Supplementary Information for Firms."

6.2. The “Pre-qualification”, “Technical” and "Financial" proposals must be submitted in three separate sealed envelopes (with respective marking in bold letters) following the formats/schedules given in the Pre-qualification for firms (Annexure-2), supplementary information for firms (Annexure-3). The first envelope marked “Pre-qualification criteria” in one separate cover, viz., Cover-1 must be sealed with sealing wax and initialed twice across the seal. This cover should contain the Earnest Money Deposit (EMD) of **Rs.13,500/-** in the form of Demand Draft to be taken in the name of “**Thanjavur Smart City Limited**”. The EMD of unsuccessful firms will be returned within 45 days of the date of completion of selection / tender process.

6.3 The second envelope, viz., Cover-2 marked "Technical proposal for the **Selection of Consultant for Preparation of Detailed Project Report with bid documents for Renovation of Sivagangai Park and Restoration and Conservation of, Sivagangai pond, Ayyan kulam and Samanthan kulam in Thanjavur Smart City**" must also be sealed and initiated twice across the seal and should contain information required in Annexure 3 viz., supplementary information for firms.

6.4 The first and second envelopes should not contain any cost information whatsoever. The third envelope viz., Cover-3 marked 'Financial Proposal for the **Selection of Consultant for Preparation of Detailed Project Report with bid documents for Renovation of Sivagangai Park and Restoration and Conservation of, Sivagangai pond, Ayyan kulam and Samanthan kulam in Thanjavur Smart City** ' must also be sealed and initiated twice across the seal and should contain the detailed price offer for the firms services.

You will provide detailed breakdown of costs and fees in the format prescribed in Form 6:

The sealed envelopes Cover 1, Cover 2 and Cover3 should again be placed in a separate sealed in one cover, which shall be clearly marked with the name of the assignment and received in the office of the **Thanjavur Smart City Limited, Thanjavur. Municipal corporation Building, Gandhiji Road, Thanjavur – 613001, Tamilnadu, Phone 04362-231021. Email: [commr.thanjavur@tn.gov.in](mailto:commr.thanjavur@tn.gov.in)** up to 15.00 hours on 23.01.2018.

**If the cover of proposals is not marked with the name of the assignment indicating the bid submission date and time, the cover will not be opened and returned to the firm unopened treating as “Not Qualified”.**

6.5 Opening of proposal

The proposals (first envelope (cover 1) containing pre-qualification criteria only) will be opened by the Managing Director, THANJAVUR SMART CITY LIMITED, THANJAVUR or his authorized representative in its office at **15.30 hours** on **23.01.2018**. It may please be noted that the second envelope containing the technical proposal will not be opened until pre-qualification criteria is evaluated, and detailed price offer will not be opened until technical evaluation has been completed and the result approved and notified to all qualified firms.

## 7. **Evaluation**

7.1 A three-stage procedure will be adopted in evaluating the proposals:

- i) A pre-qualification of firms will be verified, which will be carried out prior to opening of technical proposal (as per Annexure 2)
- ii) A technical evaluation of the pre-qualified firms, which will be carried out prior to opening any financial proposal;
- iii) A financial evaluation shall be carried out after the Technical evaluation.

## 7.2 **Pre-qualification**

Firms who have the following qualifications may submit the proposal along with necessary proof –

(i) **The Consultancy firms having the experience in preparing DPR for at least one park development and two water bodies in urban areas during the last five years will only be considered.** Please attach relevant credentials like completion certificates *it should be noted that “assignment along with client certificate will only be considered for evaluation”.*

(ii) Have an average annual turnover of Indian Rupees Forty lakhs for each of the past three audited annual turnover Accounting Years (2014-15, 2015-16 and 2016-17). (*Audited financials shall be submitted as proof in the last three financial years. Please attach chartered accountant’s certificate*)

(iii) Tender Covers **without EMD** will be treated as **non-responsive and will be disqualified.**

(iv) Should not hold any sanction / black-listing by any government / quasi government agency or any Multi-Lateral Donor Body (World Bank, ADB, JICA, etc.). The applying firm should not have been sanctioned / black-listed during the past 5 years (*even if the sanction / black-list was subsequently withdrawn. Please attach a self-declaration stating the above*)

(v) Joint Ventures / Consortium not allowed

**Only proposals of firms determined to be qualified will be considered for technical and financial evaluation. The technical and price envelopes of others will not be considered and returned unopened after completing the selection process.**

## 7.3 **Technical Proposal**

The evaluation committee appointed by the Client will carry out its evaluation of qualified firms’ technical proposal applying the evaluation criteria and point system specified below. Each responsive proposal will be attributed a technical score (St).

- (i) The quality of the methodology proposed (**20 points**); and  
[Note to Consultant: The Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts]
- (ii) The qualifications of key staff proposed for the assignment (**80 points**).

S.No.	Details of Experience	Sub Criteria	Score
1	<b>Key Experts</b>		80
	Team Leader – Environmental Engineer	20	
	Horticulture specialist	15	
	Infrastructure specialist	15	
	Land scape Architect	10	
	Quantity Surveyor	10	
	Conservation Architect	10	
	<b>Total Marks</b>		<b>100</b>

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 - (30 points)
- (ii) Adequacy 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) - (70 points)

Quality and competence of the consulting service shall be considered as the paramount requirement. Technical proposals scoring not less than **80%** of the total points will only be considered for financial evaluation. The price envelopes of others will not be considered and returned unopened after completing the selection process. The client shall notify the consultants, results of the technical evaluation and invite those who have secured the minimum qualifying mark for opening of the financial proposals indicating the date and time.

**The Team Leader and Horticulture specialist proposed shall be available at site till completion of deliverables.**

#### **7.4 Financial Proposal**

##### 7.4.1 Opening:

The financial proposal shall be opened in the presence of the firms' representatives who choose to attend. The name of the firm, the quality scores and the proposed prices shall be read out and recorded. The client shall prepare minutes of bid opening.

##### 7.4.2 Evaluation:

The evaluation committee will determine if the financial proposals are complete in accordance with ToR. The quoted price shall be corrected for arithmetical errors in accordance with Tender Transparency Rules 1998 and rules 2000 and as amended there on.

The consultants are ranked as L1, L2, L3 and so on in an ascending order of evaluated value of the percentage quoted.

The Client will select the lowest cost among those that passed the minimum technical score and invite them for negotiations. The lowest will be invited for negotiations.

## 8. Negotiations

- 8.1 Prior to the expiration period of proposal validity, the Client will notify the successful Consultant whose evaluated percentage is ranked as L1, in writing by registered letter, email or facsimile and invite them to negotiate the Contract value. Negotiations normally take a day. The aim is to reach agreement on all points, and initial a draft contract by the conclusion of Negotiations.
- 8.2 Negotiations will commence with a discussion of the lowest bidder's technical proposal, the proposed methodology (work plan), costing, staffing and any suggestions the bidder may have made to improve the TORs. Agreement must then be reached on the final TORs, the staffing and staff months, logistics and reporting.
- 8.3 Changes agreed upon will then be reflected in the draft contract, using proposed unit rates (**after negotiation of the unit rates, including the man month rates, tax liability and all cost, etc**).
- 8.4 The negotiations will be concluded with a review of the draft form of Contract. The Client and the Firms will finalize the contract to conclude negotiations.
- 8.5 The Contract will be awarded after successful negotiations, with the selected Firm as per the Tamil Nadu Transparency in Tenders Act 1998 and Rules 2000 and as amended there on. If negotiations fail, the Client will invite the Consultant whose cost is next higher to L1 and ranked as L2 for Contract negotiations. If negotiation with L2 fails the above process will continue with L3, L4 and so on till the end of all technically qualified firms. Upon successful completion, the Client will promptly inform the other Consultants that their proposals have not been selected.

## 9. **Fraud and Corrupt Practices**

- 9.1 The Firm and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices"). Notwithstanding anything to the contrary contained in this Agreement, the Client shall be entitled to terminate this Agreement forthwith by a communication in writing to the Firm, without being liable in any manner whatsoever to the Firm, if it determines that the Firm has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Client shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Client towards, inter alia, the time, cost and effort of the Client, without prejudice to the Client's any other rights or remedy hereunder or in law.
10. Please note that the Thanjavur Smart City Limited, Thanjavur are not bound to select any of the firms submitting proposals. Further, as quality is the principal selection criterion, the Thanjavur Smart City Limited, Thanjavur does not bind itself in any way to select the firm offering the lowest price.
11. The selected firm shall not disclose any information / data to others without the written permission of the Thanjavur Smart City Limited, Thanjavur
12. You are requested to hold your proposal valid for 90 days from the date of submission without changing the personnel proposed for the assignment and your proposed price. The Thanjavur Smart City Limited, Thanjavur will make its best efforts to select a firm within this period.
13. Please note that the cost of preparing a proposal and of negotiating a contract including visits to Thanjavur Smart City Limited, Thanjavur, if any is not reimbursable as a direct cost of the assignment.
14. Assuming that the contract can be satisfactorily concluded in February, 2018, you will be expected to take-up / commence with the assignment in **February -2018**.

15. The successful bidder will be invited for signing agreement. The bidder is requested to furnish a performance security at the rate of 5% of the finalized agreement value in the form of Irrevocable Bank Guarantee from any one of the Nationalized Bank in India taken in favor of the Thanjavur Smart City Limited, Thanjavur, valid for a period of **9 months** or till the successful completion of the assignment and subject to extensions without any financial implications. The same will be released on successful completion of all the works satisfactorily. The validity of performance security will be extended according to the extension of contract period as per the agreement executed.
16. The Earnest Money Deposit of the successful Tenderer will be discharged when the Tenderer furnishes the required Performance Security and signs the Agreement.
17. The Earnest Money Deposit may be forfeited
- (i) If the bidder withdraws the tender after Tender opening during the period of validity of the tender.
  - (ii) If the bidder withdraws the Tender after the issue of letter of acceptance of his Tender.
  - (iii) In the case of a successful bidder, if the bidder fails within the specified time limit to:
    - furnish the required performance security or
    - sign the Agreement
    - accept the Letter of Intent
  - (iv) If the bidder has furnished incorrect information on qualification and experience.
18. The fees shall be quoted in Indian Rupees only. Please note that the remuneration which you receive from the contract will be subject to normal tax liability in India. Kindly contact the concerned tax authorities for further information in this regard if required.
19. Please note that mobilization advance will not be given to the Firm.
20. It is estimated that **about 15 man-months** of services will be required for the study and generally you should base your financial proposal on this figure. However, you should feel free to submit the proposal on the basis of man-months considered necessary by you to undertake the assignment.
21. All documents relating to the Bid and all communications in connection with the Bid shall be in English language. All the pages should be serially numbered and signed by the Firms.
22. Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration & Conciliation Act 1996. The place of arbitration shall be at **Thanjavur**.
23. Thanjavur smart city Limited reserves the right to postpone / cancel this RFP at any point of time without assigning any reason, whatsoever.
24. Please note that conditional bids **are liable for rejection**.
- 25. SETTLEMENT OF DISPUTES**

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

25.2 Right to Arbitration and Rules of Procedure Any dispute between the parties as to matters arising pursuant to this Contract which cannot be settled amicably within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred to the adjudication of a Committee of three arbitrators. The Committee shall be composed of one Expert to be nominated by the Client, one to be nominated by the Consultants and the third, who will also act as the chairman of the Committee but not as an umpire, who will be chosen jointly by the two arbitrators from a panel of five candidates, none of whom would be in regular employment of the Government. If either of the Parties fail to appoint his arbitrator or fail to agree on the third nominee within sixty (60) days after receipt of notice for the appointment of such arbitrator, the government shall appoint, upon request from either Party and

from such panel or otherwise, such arbitrator(s) for the matter in dispute. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996 and any statutory modification or enactment thereof and shall be held at such place and time in India as the committee of arbitrators may determine. The decision of the majority of the Arbitrators shall be final and binding as may be determined by the Arbitrators. Performance under the Contract shall continue during the arbitration proceedings and payments due to the Consultants by the Client shall not be withheld, unless they are the subject matter of the arbitration proceedings. All awards shall be in writing and such awards shall state reasons for the awards.

Miscellaneous. In any arbitration proceeding hereunder:

- (a) proceedings shall, unless otherwise agreed by the Parties, be held in Thanjavur.
- (b) the English language shall be the official language for all purposes; and
- (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

**26. This Contract may be terminated by either Party as per provisions set up below:**

a. By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) to (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required as per ToR. Furthermore, if the Client determines that the Consultant has engaged in Fraud and Corruption in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.



c. Cessation of Services:

Upon termination of this Contract by notice of either Party to the other, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. Upon termination of this Contract, the Client shall make the payments to the Consultant: for Services satisfactorily performed prior to the effective date of termination

27. Force Majeure:

**a. Définition** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

**b. No Breach of Contract** The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

**c. Measures to be taken** A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

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

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

(a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or

(b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 25.

**Suspension** The Client may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant hereunder if the Consultant fails to perform any of its

obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

28. Test of responsiveness:

- i. Pre-qualification Proposal along with EMD – Cover – 1  
(Signed and sealed copy of the RFP, Pre-proposal Minutes of the Meeting, Addendums issued, etc., shall be submitted as part of Cover 1, without any financials)
- ii. Technical Proposal – Cover – 2
- iii. Financial Proposal – Cover – 3
- iv. All the pages of above proposals (addendums / corrigendum issued, if any) shall be duly sealed and signed by the bidders authorized representative.

**Note: The proposals shall be submitted in the “Office of Thanjavur Smart City Limited”, Municipal Corporation Building, Gandhiji Road, Thanjavur – 613001, Tamil Nadu, India.**

Phone No: 04362-231021 .E-mail: commr.thanjavur@tn.gov.in

Yours faithfully,

Managing Director  
THANJAVUR SMART CITY LIMITED, THANJAVUR

Enclosures:

1. Terms of Reference.
2. Supplementary Information to Firms.
3. Draft contract under which service will be performed.

## Annexure - 1

### Terms of Reference

#### **Terms of Reference for Selection of Consultant for Preparation of Detailed Project Report (DPR) and Bid document for Renovation of Sivagangai Park and Restoration and Conservation of Sivagangai Pond, Ayyan kulam and Samanthan kulam in Thanjavur Smart City.**

##### **About Thanjavur**

Thanjavur is the headquarters of the Thanjavur District. The city is an important agricultural centre located in the Cauvery Delta and is known as the "Rice bowl of Tamil Nadu". Thanjavur is situated at a distance of 351 kms away from the state capital of Chennai and 50 kms from the regional growth foci of Tiruchirapalli. Thanjavur is located at 10.8°N 79.15°E . The city has an elevation of 57 m (187 ft) above mean sea level. The total area of the city is 36.33 km<sup>2</sup> (14.03 sq mi) and had a population of 222,943 in 2011. The nearest airport is at Trichy at a distance of 60 Km.. Thanjavur Railway Station is well connected with Tiruchirapalli, Chennai and Nagore. By road, the City is well connected with all the major towns in Tamil Nadu. And also it is connected with Kochi, Ernakulam, and Thiruvananthapuram in Kerala and Bangalore in Karnataka.

##### **Project Background**

Sivagangai Park which comes under Thanjavur Smart City Limited ABD area is an UNESCO monument in the name of Sivagangai little fort and has its own heritage value. The pond situated inside this park has been the source of water supply to Thanjavur erstwhile heritage town during the Nayakka Period. Water got collected from the Sevappanayakkan Eari and it was distributed to the Palace and other ponds in Thanjavur erstwhile town. During the course of time, people have constructed buildings over the very old pipeline laid during the Nayakka period and now the line is not continuous. Since early Nayakka period this park is in existence and it has been upgraded and developed as a source of recreation and a place for relaxation. Now the park is in dilapidated condition and it needs an improvement in its infrastructures, lighting, constructing and maintaining of a police Kiosk, improvement to the entrance of the park, Greenery, Park Furniture, Musical water fountains, Children play equipment , retrofitting the entire park to present stage, renewing the toy train which was running inside the park, Signage, information board which depicts the heritage significance of Thanjavur city and Sivagangai park, E-toilet facilities and drinking water facility to visitors of the park and parking facilities. Care has to be taken to preserve the age old trees which are inside the park. The entire improvements are to be done considering the heritage value of the park and without disturbing the existing heritage monuments available. These improvements have to done following the ASI Norms as it is with in the prohibited area of the UNESCO Monument.

In the Nayakka period sivagangai pond was the main source of water supply and water was supplied from this pond to the other ponds inside the four main roads which surrounded the old Thanjavur. Water was fed form sivagangai pond through “Sudumankulai”( mud pipes which were burned to attain hardness) to Ayyankulam, Samanthankulam and Yanai mugakulam, singamugakulam and one more kulam. These five ponds were source of water for the entire old Thanjavur city. This system was called as the “Jala Sutra” System of water supply. Evidence for this is there in

the Saraswathi mahal of Thanjavur. In the due course of time only two ponds, “Ayyankulam and Samanthakulam” still exist and the other three ponds were either encroached or filled with earth.

Both Ayyankulam and Samanthakulam are now in the center of Thanjavur Smart city ABD Area. These ponds need redevelopment since they represent the heritage importance and the ancient water supply system of Thanjavur. Restoration and conservation to these ponds have to be done following the heritage importance and as per the assessment done by the conservation architect.

**The reason for selecting this Sivagangai (Park& Pond), Ayyan kulam and Samanthan kulam for renovation is as follows.**

- Sivagangai park, a heritage monument available inside the ABD area of the Thanjavur Smart City limited is in a dilapidated condition, and is losing its charm due to lack of maintenance.
- To renovate the historical importance of Sivagangai Park which has an important heritage value and a UNESCO monument..
- To restore back the rectangular water tank available inside Sivagangai Park, known as Sivagangai Kulam (Pond), believed to be built by Raja Raja Chola and renovated in the 16<sup>th</sup> century by the Nayaka ruler, Sevappa Nayaka to provide water to the Tanjore Palace. (Hemingway F.R (1907). Tanjore District gazetteer. Government Press P.271).
- Since the park and pond located adjoining the Brihadeeswarar temple, a popular tourist destination it will attract large number of tourists.
- If renovated and conserved with its heritage value, this Park will be a great place of heritage admiration and recreation and relaxation place for people.
- .
- Along with Sivagangai pond, the ponds Ayyankulam and Samanthakulam served as water supply sources during old perios have lost their full services ,full of weeds.and the side walls of the ponds are in dilapidated condition due to their ages.
- The side walls are to be assessed for the condition and the redevelopment will strengthen the entire pond and give a charm for the people who are living nearby.

For the reasons stated above this, very old and heritage important park and the three ponds need to be developed and brought to a stage where we can cherish the ancient memories of the park and pond of the heritage town.

## **II. Objectives of the study:**

The main objective of this assignment is to prepare Detailed Project Report, bid documents for the **Renovation of Sivagangai Park and Restoration and Conservation of, Sivagangai pond, Ayyan kulam and Samanthan kulam** with necessary bid documents for selection of a contractor for taking up the redevelopment works in Thanjavur Smart City limited. The Detailed Project Report shall be prepared based on the site assessment, technical, financial, environmental, heritage and social aspects, consisting of detailed designs, drawings (structural, architectural, working drawings), bid documents, cost estimates, specifications, etc., complete.

### **III. Study Area:**

#### ***Sivangai Park***

Area : 5.1835 Hectare  
SF Number : 2977, and 2983/1  
Block Number : 39  
TS Number : Ward No 4  
Year of built : 1871-72  
Longitude : 79.131491 degree  
Latitude : 10.784282 degree

#### ***Sivangai Kulam***

Area : 2.6300 Hectare  
SF Number : 2982  
Block Number : 39  
TS Number : Ward No 4  
Year of built : In the medieval period by king Raja Raja Chola  
Longitude : 79.130117 degree  
Latitude : 10.784417 degree

#### ***Ayyankulam***

Area : 7437 Sq.M  
SF Number : Ward 4  
Block Number : 28  
TS Number : 2024  
Year of built : In the medieval period  
Longitude : 79.75041 degree  
Latitude : 10.472865 degree

#### ***Samanthakulam***

Area : 5973.5 Sq M  
SF Number : Ward 3

Block Number : 18

TS Number : 967

Year of built : In the medieval period

Longitude : 79.82134 degree

Latitude : 10.472318 degree

#### IV. Scope of work

- Prepare DPR for the water bodies as per the relevant guidelines of GoTN/GoI and as per the Smart Parks guideline for parks framed by GoI .
- Study and propose measures for improvement and redevelopment of the park and the pond.
- To conduct necessary site surveys, field investigations, etc., as per relevant IS guidelines etc., complete on as required basis,
- Improvement to basic amenities and infrastructure required for redevelopment of park without compromising of it's heritage importance
- Improvement to pathways, landscaping, flora and fauna, etc.,.
- To conduct the **conditional Assessment by a Conservation Architect** as required by the **ASI** as this park fall in the **ASI Prohibited Area and represent on behalf of the smart city with ASI and Government for obtaining approvals and permissions wherever required.**
- To prepare Conceptual plan, detailed plan, detailed engineering designs, hydraulic designs, architectural plans, structural designs and Detailed Drawings for the entire area, etc., complete.
- To study and prepare all the proposals and designs based on local architecture confirming to the Heritage style.
- To study and revise the electrical lay out for the park and design accordingly for the enhanced improvements .
- Conceptual plans and detailed drawings – The conceptual plans and detailed drawings shall incorporate all of the design information into a cohesive and aesthetic vision.
- Improvements to the park and pond shall be designed with adequate Walkways, drains, shelters, causeways, fencing, access ramps / steps, crossings, parking etc.
- The consultant shall study the existing water bodies with reference to the topographical maps, revenue records, Town Survey Registers, etc.
- The consultant shall collect and update information regarding flood levels in the project area during rainfall of different intensities.
- The consultant shall study the Catchment area, storm water drainage, silt traps, etc.,
- The consultant shall identify the inlets and outlets of the water body and its existing condition. Explain the nature of inlet/outlet such as kutchra, pucca, lined etc with suitable engineering drawings.
- Identify sources of pollution that discharges polluted water into the water bodies including point and non- point sources and the agencies/industries responsible for causing such pollution. The consultant shall study the water quality, soil quality in the project area.

- Identify the ownership of land and accurately define the extent of plots abutting on each water body and drawings with respect to alignment and extent of land that can be reclaimed.
- The consultant shall highlight the issues relating to retention of water in each water body for replenishing water losses due to evaporation & seepage and suggest measures for retaining water in the water body. Suggest various technologies for the same.
- The consultant shall interact with neighborhood communities' perception on run off and water logging in and around the water body, over all communities' perception on the water body and bring out in the report
- Consultant shall study the strengthening of existing structures and fencing for each water body
- To designate each water body for its best use criteria based on latest CPCB standards for its current use and after restoration
- The consultants will evaluate preferred option and prepare BoQ with detailed estimates for the finalized concept as part of Final Report.
- To study the water balance of the water body based on its connectivity to other water bodies and suggest for overflow arrangement, interconnectivity with other water bodies, rainwater drains, bund strengthening, etc., with detailed designs and cost estimates along with 3D concepts.
- Prepare an action plan for restoration, conservation and operation & maintenance of Water body.
- The consultant shall prepare detailed designs for which working drawings shall be prepared (engineering, architectural, etc.,) along with Bill of Quantities and Cost Estimates.
- Visitors' movement Plan –. The plan will indicate the parking facilities required as well as giving an overview of the visitors movement within the park itself along with necessary traffic circulation plan, parking slots, etc.,
- Prepare Detailed Project Report for Park and the pond including , Green Space Development works.
- Providing services for getting approval of DPR from the competent Authority
- Design for self- sustainability – Maintenance of the park and the pond will require planning an ongoing source of funds to pay for gardening, maintenance of amenities, cleaning staff etc.
- Operations & maintenance plan – The consultants shall prepare an O&M protocol / maintenance management plan for the routine maintenance and also suggests institutional structures for such maintenance.
- Necessary 2D and 3D drawings, plans, perspectives, etc., shall be prepared and presented for various options, as required.
- Special field investigations shall be conducted for necessary renovation and restoration of the existing structure (if any) Special specifications, BOQ, Estimates shall be prepared for the park, amenities and pond.
- Consultant should conduct the survey to collect data of infrastructure existing on the ground like water supply, sewerage, lighting, etc. and design for the enhancement of the same.
- Consultant should suggest the appropriate plantations based on the soil conditions and water requirements.
- Consultant will provide assistance to TSCL in ascertaining the BOQ, in preparing the tender document and in calling for tenders for selection of developer and the implementing agency.
- The consultant will co-ordinate with TSCL during evaluation and award of contract to the developer.
- Preparation of Implementation drawings (structural, technical etc)
- Preparation of BOQ and bid documents referring the standard bidding documents.

- Preparation of draft agreement and any other contract documents for selection of contractor and award of contractor along with the Tender Drawings.
- The consultants should prepare detailed tenderable bid documents as per Tender Transparency act of GoTN, 1998 rules 2000 amended acceptable by the Corporation
- The consultant shall provide periodic support that the design being executed in accordance with the plans, design and drawings submitted and that the equality of construction and products equipments/etc.is satisfactory.

Completion plan to be prepared by the Consultant after completion of the project work and the same will be submitted to TSCL

## **VI. Detailed Task to be done**

**The tasks to be accomplished by the consultants are as follows but not necessarily limited to the following tasks:-**

1. Conduct project site survey which would include verification of site details submitted by the ULB and conducting fresh survey to determine the extent that is absolutely required for the project. The consultant is also required to conduct adequate topographic surveys, level survey as required and geo-technical surveys including borehole tests to arrive at design parameters for the safe bearing capacity.
2. Prepare an overview after a necessary site surveys, field investigations, people movement survey etc., as per relevant IS guidelines. To conduct the conditional Assessment by a conservation architect as required by the ASI as the park and the pond fall in the ASI Prohibited Area. Based on the outcome of the above tasks, plan for the development needed in the Sivagangai (Park& Pond), Ayyan kulam and Samanthan kulam.
3. To prepare Conceptual plan, detailed designs, architectural plans, structural designs and Detailed Drawings for the entire project area with Improvement to pathways, landscaping, and prepare all the proposals and designs based on local architecture.
4. Examine the suitability of the site with respect to Technical (land, Development Control norms), Financial, Social (acceptability to users) and Environmental aspects. Suggest improvement/modifications as required to make the site suitable for construction of the development..
5. Study the requirements of overall accessibility including approach roads with regard to the Existing park and pond layout, space requirements of the existing infrastructure and development of the same with better aesthetics. Study the feasibility of providing communication centres, parking facilities, pedestrian movement plan, Toy train movement plan with respect to other infra structures for the proposed park and suggest methods to provide them along with their costs. The Parking facilities for the vehicles with reference to the nearby main roads are to be suitably planned and provided.



6. Preparation of the environmental profile of the proposed area, feasibility of provision of public utility services such as telephones, Wi-Fi, transport etc., and of municipal services like water supply, lighting, waste disposal, storm water drains, drainage, toilets and providing suitable recommendations.
7. Preparation of plan, elevation and cross sections for three alternatives highlighting salient features of each of the three alternatives, their rough cost estimates, their merits and demerits. The layout plans should adhere to all regulations stipulated by the ASI and ULB or other Statutory Boards/Agencies and should comply with the provisions of relevant Acts as well as codes and standards of various authorities as they have an impact on the project. Alternative specifications with various options of construction materials for use in flooring, street furniture, lighting, plumbing, signages, sanitary and electrical fixtures, fauna and flora to be planted inside the park and their costs shall be provided. The recommendation of space to be allocated for animals housed in the mini Zoo, rations to be provided for them on daily basis has to be given by the consultant.
8. Recommendation for the water sports which is housed inside the park to be developed and retrofitted as per the prescribed standards shall be given by the consultant. The retrofitting and restarting plan of the existing dismantled toy train has to be developed by the consultant. A provision for the “dancing water fountain” and installing the same in the park has to be analysed and installation plan has to be given by the consultant.
9. Recommendation to provide differently abled facilities, green concepts and other innovative cost effective options for implementation in the development of the park.
10. Drawings in AutoCAD and in PDF formats are to be prepared to bring out the following information: Boundary survey of the water body demarcating the overall water body boundary as on the date of survey. Drawings should be prepared to show the following morphometric details of the water body.
11. Surveying and mapping all existing water inlet and outlet drains of the water body indicating the width of channels as existing to 500 m from the water body along the upstream and downstream of the inlet and outlet channels. Cross sections of these channels (both inlet and outlet channels) must be surveyed at every 25-m interval indicating levels at every 1 m up to the total width of the channel extending up to 5 m on either side of the channel. Cross section drawings bringing out details shall be prepared and submitted.
12. The full storage capacity of the water body shall be computed taking into consideration the survey data.
13. A water body plan drawing should be prepared showing all the above details.
14. Contour survey of the water body bed, for baseline data - The contour map of the water body should be prepared showing the depth of the water body at different points by means of contour lines drawn for every 1 m difference in elevation. The map must be prepared based on bed levels taken at several points of the water body and not extrapolated from a few spot levels. The spot

levels at intersections of 15 m grids should be factually read and marked on the plan of the water body.

15. Based on the technical committee's approved design and acceptable alternative for the development of the park and the pond, layout of the structures and facilities with due emphasis on aesthetics and the environment, needs to be prepared.
16. Preparation of Detailed Project Report incorporating all technical, financial, conservation (as per ASI), environmental and social issues involved in implementation of the proposed scheme.
17. Preparation of detailed architectural drawings, engineering drawing, working drawings, designs and specifications for all structures that are proposed for the entire project with cost estimates as per latest schedule of rates. The drawings prepared by the consultant shall be with respect to the heritage tag. These drawings shall be good for construction and shall consist of structural and architectural drawings (plan, elevation and cross sections), plumbing, sanitary and electrical layout drawings.
18. Based on the above DPR, the consultant shall prepare the costing for the entire development considering the facility proposed and work out the techno-economic feasibility of the project alternatives including financial feasibility. The financial model should provide for projections over a 20 year period, indicate estimates towards Operation & maintenance costs, replacement costs, provision for sinking fund, debt servicing. Assumptions are to be justified with relevant illustrations that could be implemented.
19. Prepare operation and maintenance plan and suggest appropriate organizational structure with financing plan to manage the proposed facilities.
20. Preparation of a calendar of construction activities/activity schedules, project budget with monthly targets and PERT charts and bid documents as required by ULB.
21. Suggest ways and means of using the developed space for generating alternative avenues of additional revenue for the Thanjavur Municipality

## **VII Environmental and Social Framework**

Sivagangai (Park& Pond), are part of the World Heritage Monument complex known as Sivagangai Little Fort. Ayyankulam and Samanthakulam are heritage ponds. The idea of improvement or redevelopment or re-configuration etc. should strictly be sensitized corresponding to the heritage fabric present in the vicinity.

### **For Sivagangai park and Sivagangai Pond.**

The Flora and fauna inside the small fort area should also be considered in a sensitive manner with respect to the Heritage of the place. In the intent to make the park area more people friendly and remunerative the municipality had introduced numerous facilities like Swimming pool, Zoo, Children's Play area etc., but the visual impact they create is not in line with the historicity of the Place. Further the infrastructural necessities and the amenities that support such activities inside the park area are posing threat future alterations for the sake of maintenance and expansion for the increasing demand. These civil and mechanical structures are to be made discrete and state of the

art so that in the future, they cater to the growing needs. The Toy train was a huge success with the children which is now in a redundant condition. Hence it is necessary to revive the toy train with appropriate professionals related to that field of Toy Locomotives. The present planting of ornamental shrubs and the flooring pattern are not conducive to the historic value of the place. In doing so the integral image and planning that goes into forming parks like these are lost. Hence a landscape architect and a conservation architect with sufficient experience in dealing with heritage and culture sensitive areas have to be entrusted with re-developing the park, pond and its components. The Flora in the park are partially historical, some trees are more than 150 years old or more. Though it is not exactly known who planted these trees, there is a chance that these are from the Nayaka or Maratha or the British era. In that sense, they also form the part of the history of the place. Dumping of garbage in the Sivagangai Kulam is one major issue. There is a problem of thoroughfare in the park as it houses a midday meals building for the government school children. The animals housed in the Park can be let out in the forest as they are not in a right environment.

#### **For Ayyankulam and Samanthakulam**

Dumping of garbage in this two ponds and using them for other purpose by street hawkers will be minimized when once this pond is redeveloped and maintained. By redevelopment a good open space will be provided for the nearby house hold. Water holding capacities of the ponds will be improved .Tourists also will be attracted towards these ponds and it will give a face lift for the people living in this area.

### **VIII Detailed Project Report**

1. Preparation of Detailed Project Report incorporating all technical, financial, conservation (as per ASI), environmental and social issues involved in implementation of the proposed scheme.
2. Preparation of detailed architectural drawings, engineering drawing, working drawings, designs and specifications for all structures that are proposed for the entire project with cost estimates as per latest schedule of rates. The drawings prepared by the consultant shall be with respect to the heritage tag .These drawings shall be good for construction and shall consist of structural and architectural drawings (plan, elevation and cross sections), plumbing, sanitary and electrical layout drawings.
3. Based on the above DPR, the consultant shall prepare the costing for the entire development considering the facility proposed and work out the techno-economic feasibility of the project alternatives including Financial feasibility. The financial model should provide for projections over a 20 year period, indicate estimates towards Operation & maintenance costs, replacement costs.
4. Prepare operation and maintenance plan and suggest appropriate organizational structure with financing plan to manage the proposed facilities.
5. Preparation of a calendar of construction activities/activity schedules, project budget with monthly targets and PERT charts and bid documents as required by ULB.
6. Suggest ways and means of using the developed park space and the pond for generating alternative avenues of additional revenue for the Thanjavur Municipality.

7. To conduct outfall surveys and to provide necessary interception diversion works with detailed designs, Storm water drains, etc.,

The consultant shall prepare DPR as per the Advisory on Conservation and Restoration of Water Bodies in Urban Areas prepared by CPHEEO

## **IX. Data inputs and Services from the Client**

### **a) Data**

The details given in the technical conditions and specifications taken in conjunction with the study should be reasonable. The nature of the overall contract is such that after the proposal, the consultant shall be wholly responsible for all the details of the proposal, the physical and site conditions, the execution methodology etc. All data utilized in preparation of the proposal shall be presented indicating the sources of the data and also on the basis of assumptions, if any. The consultant shall be responsible for all the data or designs and drawings given by them.

### **b) Project Site Survey and Analysis**

The consultant shall conduct his own studies and prepare estimates based on schedule of rates specified by Government but updated to reflect actual market conditions. The Tamil Nadu Urban Finance and Infrastructure Development Corporation as well as the local body concerned shall not be responsible (except as to risks specifically accepted under the conditions of contract) for the validity of the project detailed designs and estimates. The consultant shall be fully responsible for the same. The Consultant also shall be responsible for getting necessary approval from all related departments DTCP for the entire Project.

### **c) Survey**

The Project sites and their measurements shall be indicated by the local body. The consultant shall be responsible for its validation and necessary verification.

### **d) Soil Investigation and Tests**

Geotechnical investigation including bore holes with SPT 'N' values, collection of samples and suitable tests as per relevant I.S. Standards have to be done by consultants to arrive at design parameters for the formation and safe bearing capacity.

### **e) Conditional Assessment of the existing structures and trees.**

The consultant shall conduct a conditional assessment on the entire park, (on its structure, trees, and other infrastructure whatever is available in the park) and the kulam/pond, and submit a report based on which the whole DPR shall be prepared.

## **Deliverables and Time/ Payment Schedule**

The total duration for preparation of Feasibility cum Detailed Project Reports for development of Sivagangai (Park& Pond), Ayyan kulam and Samanthan kulam in Thanjavur Smart City shall be **completed in 3 months**, including the time taken by the Authority in providing the requisite documents or in conveying its comments on the Draft Reports. The Consultant shall deploy its Key Personnel as per the Deployment of Personnel proposed. The following time schedule/payment schedule is proposed:

**X Outputs, Reporting and Schedule for Completion of the Assignment:**

S. No	Report	Outputs required	Time to be taken	Payments
1	Inception report	Preliminary site analysis of project, approach and methodology.	15 days from the date of LOI	15%
2	Interim Report	Draft report with concept plan for the development of the Park and Pond along with the field investigation survey report.	15 days from the date of approval of inception report.	10%
3	Stake holder Meeting	Stake holder consultation Meeting and dissemination meeting.	10 days from the date of Interim report	5%
4	Draft Final Report & Draft Bid Documents	Draft Final report consisting of draft detailed designs/drawings (including landscaping, architectural, engineering, structural and conditional assessment etc.), draft designs and Financial Plan, estimates, draft BOQ with all sub volumes and annexure with draft O&M plan. 3D views for the finalized proposal, movie rendering.	30 days from the completion of interim Report	25%
5	Final report & Final Bid documents	Final Report consisting of Final Detailed designs / drawings, working drawings (landscaping, architectural, engineering, structural, etc.), Final BOQ's, Bid documents, Operations and Maintenance plan	20 days from the approval of Draft final report	30%
6	Selection of implementation agency/agencies through tendering process	Provide handholding support to TSCL to prepare the clarifications for pre bid queries and to finalize the contractor.	15 days from the approval of Final Report	10%
7	Technical support during execution	Provide technical support to the TSCL and contractor during execution of project in terms clarification in BoQs, designs, terms of contract, etc.	Till the completion of Project	5%

**Stakeholder consultations** and disclosure of Final Reports shall be disclosed in the websites of the implementing agencies besides Thanjavur Smart City Limited, Thanjavur website (**123.63.242.116/Thanjavur**).

- (a) The consultants shall submit 12 copies of all the above reports in both soft and hard copies and all reports shall be printed in back to back pages.
- (b) The Reports will be placed before the Review Committee for review and approval.
- (c) The consultants should make presentations with their key experts for all review meetings, discussions with various departments / agencies as and when required.

## XII Report Output and Deliverables

1. **Inception:** The consultant shall submit preliminary site analysis on environmental, social and other physical features of the water body. Further. The consultant shall explain the Approach and Methodology on studies, surveys and work plan to be conducted with way forward.
2. **Interim report:** The consultant shall submit topographic survey along with morphometric details, Environmental and social assessment, other relevant reports, Conceptual views (2D) and draft Architectural sketch with options and rough cost estimates for the same.
3. **Dissemination report:** The consultant shall conduct stakeholder's consultations. The cost for conducting the consultations shall be borne by the consultants.
4. **Draft Final Report:** The consultant shall submit draft detailed designs / working drawings of the finalized option. Further, draft BOQ and detailed cost estimates for the same and operation and maintenance / disaster management plan should be submitted. Final 3D views and movie rendering for the finalized option and component wise. Draft Bid Documents under various packages with appropriate (including landscape, architectural, structural, landscaping & planning drawings, etc..) shall be submitted as per GoTN requirement or as per client requirement. O&M Plan and Disaster Management Plan also has to be prepared and shall be submitted by the consultant.
5. **Final report and Bid Documents:** Final detailed / working drawings with Final BOQ using current Tamil Nadu PWD and TWAD / and other applicable schedule of rates for the same and its cost estimates should be submitted. Final Bid Documents and with detailed drawings with 3D and rendering as required (including landscape, architectural, structural, planning drawings, etc..) for various packages shall be submitted as per GoTN requirement or as per client requirement. In case of multiple packages, separate bid documents shall be provided.

## XIII. Skill Requirement:

The following Key Professionals are to be engaged by the Consultant along with required support staff. The C.V. of the following professional will be reviewed for technical evaluation.

S. No	Specialization	Requirement
1	Team Leader	Master's Degree in land scape Architecture /urban planning, / with about 10 years' experience in similar assignments.
2	Horticulture specialist	Master's Degree in Horticulture with 5 year experience in similar assignments.
3	Infrastructure specialist	A Graduate in Civil Engineering with 5 years of experience in similar assignments.
4	Environmental Specialist	Master's Degree in Environmental Engineering/Science with about 5 years' experience in similar assignments
5	Quantity surveyor	Bachelor degree in Civil Engineering with 5 years' experience in Quantity surveying or Diploma in Civil engineering with 7 years' experience in similar assignments.

S. No	Specialization	Requirement
6	Conservation Architect	Master's Degree in (conservation) Architecture with about 5 years' experience in similar assignments

- 1) Copy of the degree certificate (educational qualifications) should be enclosed with the C.V
- 2) The above team shall have support staff such as Structural Engineer, surveyors, geotechnical, financial, and other experts / specialists on as required basis so as to ensure that the objectives of the project are achieved within the specified time limes.
- 3) Team Leader and Horticulture Specialist shall be available full time and should be stationed at Thanjavur till the successful completion of the assignment.
- 4) The consultants shall make necessary presentation to various stakeholders, GoTN during various stages of the assignment with their key experts on as required basis.

### **XIII Assignment related Data:**

The data, details, maps, records collected (both hard and soft copies) by the consultant from various sources shall be handed over to ULB / Thanjavur Smart City Limited, Thanjavur at the end of the study.

### **XIV. Review Committee:**

**The following representatives are considered for the members of review committee**

1. The District Collector
2. Representative from ULB
3. Representative from THANJAVUR SMART CITY LIMITED, THANJAVUR
4. Representative from Tourism department
5. Representative from ASI
6. Representative from CMA
7. Representative from TUFIDCO
8. Representative from TNUIFSL
9. Representative from DTCP

1

2

3

## Annexure - 2

### PRE - QUALIFICATION CRITERIA FOR FIRMS

- I. Brief description of organization
- II. Outline of recent experience of assignments:
- Name of the assignment
  - Name of the project
  - Name of the owner or sponsoring authority
  - Brief description of assignment
- III. Cost of assignment (Fees)
- IV. Attach Client certificate for completion of project
1. Date of commencement
  2. Date of completion
  3. Client certificate attached Yes / No
- V. Annual Turnover of the firm

S. N	Financial Year	Amount in Rs.
1	2014-15	
2	2015-16	
3	2016-17	
	<b>Average</b>	

**Balance Sheet and P&L A/c statement for the three financial years (2014-15, 2015-16 & 2016-17) duly certified by a Chartered Accountant shall be attached.**

VI. Contact Person / Details:

Name :

Phone No:

email id :

Mob No :



## Annexure - 3

### SUPPLEMENTARY INFORMATION FOR FIRMS

#### Proposals

(1) Proposals should include the following information:

(a) **Technical Proposal**

Any comments or suggestions from the consultant on the Terms of Reference (TOR).

(ii) 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.

(iii) 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.

(iv) Curriculum 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 curriculum vitae should follow the attached Format (F-5) duly signed by the concerned personnel.

(v) The consultant's comments, if any, on the data, services and facilities to be provided by the client indicated in the Terms of Reference (TOR).

(b) **Financial Proposals**

Proposals should include the Schedule of Price Bid in Form No.F-6 with cost break-up in Form 6a. for the work program indicated in Form F-7.

(2) **Two sets (Original + Duplicate) of Technical proposals (With Soft copy in Pen drive) and one original of Financial proposal (Hard Copy only) should be submitted to THANJAVUR SMART CITY LIMITED, Gandhiji Road, Thanjavur – 613001, Tamil Nadu, India, Phone No: 04362-23102. Phone No: 04362-231021 E-mail: commr.thanjavur@tn.gov.in**

(3) **Contract Negotiations**

The aim of the negotiation is to reach an agreement on all points with the firm and initial a draft contract by the conclusion of negotiations. Negotiations commence with a discussion of Firm's proposal, costing (**after negotiation of the unit rates, including the man month rates, tax liability and all cost, etc**), the proposed work plan, staffing and any suggestions you may have made to improve the Terms of Reference. Agreement will then be reached on the final Terms of Reference, the staffing plan and the bar chart, which will indicate personnel, periods in the field and office, man-months, and reporting schedule. Based on these, adjustments necessary will be discussed and agreed. The Contract will be awarded after successful negotiations, with the selected Firm. If negotiations fail, the Client will invite the Firms having obtained the second highest score to Contract negotiations and so on.

(4) **Contracts with Team Members.** Firms are advised against making firm financial arrangements with prospective team members prior to negotiations.

(5) Nomination of Experts

Having selected a firm partly on the basis of an evaluation of personnel presented in the firm's proposal, THANJAVUR SMART CITY LIMITED, THANJAVUR will negotiate a contract on the basis of the experts named in the proposal and, prior to contract negotiations, will require guarantees that these experts shall, in fact, be made available. As the expected date of mobilization is given in the letter inviting proposals, THANJAVUR SMART CITY LIMITED, THANJAVUR will not consider substitution after contract negotiations, except in cases of unexpected delays on the starting date or incapacity of an expert for reasons of health, or leaving the firm. The desire of a firm to use an expert on another project shall not be accepted for substitution of personnel.

(6) Terms of Payment

The mode of payments to be made in consideration of the work to be performed by the firm as per Terms of Reference

**Note: All payments shall be made on submission of pre-receipted bills by the firms in duplicate for respective stages.**

(7) Review of reports

A review committee consisting of review committee members mentioned in ToR will review all reports of firms and suggest any modifications/changes considered necessary within 15 days of receipt. The decision / suggestion carried out will be reviewed in the next meeting.

**FORM F-1**

From

To

The Managing Director  
THANJAVUR SMART CITY LIMITED,  
Municipal corporation Building,  
Gandhiji Road,  
Thanjavur - 613001  
Phone No: 04362-  
E-mail:commr.thanjavur@tn.gov.in

Sir:

**Sub: Selection of Consultant for Preparation of Detailed Project Report and Bid Document for Renovation of Sivagangai Park and Restoration and conservation of Sivagangai pond, Ayyan kulam and Samanthan kulam in Thanjavur Smart City- Regarding**

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

We underscore the importance of a free, fair and competitive procurement process that precludes fraudulent use. In this respect we have neither offered nor granted, directly or indirectly, any inadmissible advantages to any public servants or other persons in connection with our bid, nor will we offer or grant any such incentives or conditions in the present procurement process, or in the event that we are awarded the contract, in the subsequent execution of the contract.

We also underscore the importance of adhering to minimum social standards (“Core Labor Standards”) in the implementation of the project. We undertake to comply with the Core Labor Standards ratified by the country of India.

We will inform our staff about their respective obligations and about their obligation to fulfill this declaration of undertaking and to obey the laws of the country of India.

Yours faithfully,

(Authorized Representative)

Signature: \_\_\_\_\_

Full name \_\_\_\_\_

and address: \_\_\_\_\_

## FORM F-2

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

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

<u>S.No.</u>	<u>Name of assignment</u>	<u>Name of project</u>	<u>Owner or sponsoring authority</u>	<u>Cost of assignment</u>	<u>Date of commencement</u>	<u>Date of completion</u>	<u>Was assignment satisfactorily completed</u>
1	2	3	4	5	6	7	8

Please attach relevant documents as proof (such as award letter, completion certificate etc.)

**FORM F-3**

**WORK PLAN TIME SCHEDULE**

A. Field Investigation

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

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B. Compilation and submission of reports

1. ....Report } As indicated under TOR
2. . }
3. .
4. .
5. ....Report

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

**FORM NO.F-4**

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

1. Key / Technical / Managerial Staff

S. No.	Name	Position	Task assignment
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2. Support Staff

S. No.	Name	Position	Task assignment
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**FORM F-5**

**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 ]

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**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 NO.F-6**

**SCHEDULE OF PRICE BID**

**Amount in Rs.**

Item

**Cost of the Financial Proposal**

(1) Remuneration

(2) Reimbursable

**Total Base Cost of the Financial Proposal: A**

(i) {insert type of tax e.g., GST,}

(ii)

(iii) {insert type of tax}

**Total Estimate for Indirect Local Tax: B**

**Grand Total (A+B)**

(Rupees in Words .....)

Signature  
Seal of Firm  
(Authorized representative)

**FORM NO.F-6-A**

**Cost Estimate of Services**

**Remuneration of Staff**

<u>Staff</u>	<u>Name</u>	<u>Daily (Monthly) Rate</u> <u>(in currency)</u>	<u>Working Days</u> <u>(Months)</u>	<u>Total Cost</u> <u>(in currency)</u>
a) Team Leader			_____	
b) "			_____	
c) "			_____	
			Sub-Total (Staff)	_____

**Out-of-Pocket Expenses:**

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

**TOTAL COST ESTIMATE** \_\_\_\_\_

**FORM F-7**

**WORK PROGRAM AND TIME SCHEDULE**

<u>Name</u>	<u>Position</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>Number of months</u>
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Total

Reports Due/Activities and Duration

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

Field Full Time \_\_\_\_\_  
Reports Due \_\_\_\_\_  
Activities Duration \_\_\_\_\_

Part Time \_\_\_\_\_

**Annexure – 4**

**Consulting Services**

**Draft agreement of Contract for this Assignments Carried out by Firms / firm**

To be executed in Rs. 100/- Stamp Paper

Subject: (Name of Assignment)

(Name of Firm) .....

PAN :

GST No:

This AGREEMENT (“Agreement”) is executed at Thanjavur Smart City Limited, Thanjavur on this \_\_\_ day of .....2017 by and between Thanjavur Smart City managed by THANJAVUR SMART CITY LIMITED, THANJAVUR (‘Client’) (hereinafter will be referred as client) having their office at **Municipal corporation Building, Gandhiji Road, Thanjavur – 613001, Tamilnadu, Phone 04362-231021**, and M/s. ...., (‘Firm’) (hereinafter will be referred as Firms) having their Office located at .....

1. Set out below are the terms and conditions under which (Name of Firm) 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 Firm] 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 Firms) shall be paid for the services rendered for carrying out the assignment to the date of termination, and the [Name of Firm] 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 laws of Union of India
6. This Contract will become effective upon confirmation of this letter on behalf of (Name of Firm) and will terminate on \_\_\_\_\_, or such other date as mutually agreed between the (Name of Client) and the (Name of Firms).
7. Payments for the services will not exceed a total amount of Rs. \_\_\_\_\_.
8. The (Name of Client) will pay (Name of Firm), within 45 days of receipt of invoice after approval of the report, which is as follows:

S. No	Deliverables	Payment Schedule	Amount in Rs.
1	Inception report	15%	
2	Interim report	10%	
3	Stake holder meeting	5%	
4	Draft Final Report & Draft Bid Documents	25%	
5	Final report & Final Bid documents	30%	
6	Selection of implementation agency/agencies through tendering process	10%	
7	Technical support during execution	5%	
	<b>Total</b>	100%	

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

8. The [Name of Firms] will be responsible for appropriate insurance coverage. In this regard, the [Name of Firms] shall maintain workers compensation, employment liability insurance for their staff on the assignment. The Firms 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 Firms] or its staff. The [Name of Firms] shall provide the (Name of Client) with certification thereof upon request. The risks and the coverage shall be as follows:
  - (a) Third Party liability insurance with a minimum coverage of Value of assignment [cost of assignment quoted by the firm ];
  - (b) Professional liability insurance, with a minimum coverage of Value of assignment [cost of assignment quoted by the firm];
  - (c) employer's liability and workers' compensation insurance in respect of the Personnel of the Firm and of any Sub-Firms, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;
9. The [Name of Firms] 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 Client) arising out of the services by the [Name of Firms] under this Contract. The obligation under this paragraph shall survive the termination .....of this Contract.
10. The Firm agrees that, during the term of this Contract and after its termination, the Firm and any entity affiliated with the Firm, 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. The Firm shall furnish a Bank Guarantee amounting to 5% of the negotiated firm's value in the form as per TT Act., within 21 days from the date of issue of LoI. The format of Bank Guarantee (specified at the end of the RFP) is enclosed in Annexure-5.
12. The Client shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Firm in the event of breach of the work assigned in the ToR or the finalized .....agreement.
13. All final reports, plans, specifications, analysis and other documents or software submitted by the [Name of Firms] in the performance of the Services shall become and remain the property of the Client. The Firms 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.

14. The Firm 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.
15. The Firm will not assign this Contract or sub-contract or any portion of it without the Client's prior written Consent.
16. The [Name of Firms] shall pay the taxes, duties fee, levies and other impositions levied under the Applicable law and the Client shall perform such duties, in regard to the deduction of such tax, as may be lawfully imposed.
17. The [Name of Firms] 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.

## 18. SETTLEMENT OF DISPUTES

### 18.1 Amicable Settlement

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

18.2 Right to Arbitration and Rules of Procedure Any dispute between the parties as to matters arising pursuant to this Contract which cannot be settled amicably within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred to the adjudication of a Committee of three arbitrators. The Committee shall be composed of one Expert to be nominated by the Client, one to be nominated by the Consultants and the third, who will also act as the chairman of the Committee but not as an umpire, who will be chosen jointly by the two arbitrators from a panel of five candidates, none of whom would be in regular employment of the Government. If either of the Parties fail to appoint his arbitrator or fail to agree on the third nominee within sixty (60) days after receipt of notice for the appointment of such arbitrator, the government, upon request from either Party and from such panel or otherwise, such arbitrator(s) for the matter in dispute. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996 and any statutory modification or enactment thereof and shall be held at such place and time in India as the committee of arbitrators may determine. The decision of the majority of the Arbitrators shall be final and binding as may be determined by the Arbitrators. Performance under the Contract shall continue during the arbitration proceedings and payments due to the Consultants by the Client shall not be withheld, unless they are the subject matter of the arbitration proceedings. All awards shall be in writing and such awards shall state reasons for the awards.

Miscellaneous. In any arbitration proceeding hereunder:

- (a) proceedings shall, unless otherwise agreed by the Parties, be held in Thanjavur Smart City Limited, Thanjavur.
- (b) the English language shall be the official language for all purposes; and
- (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

19. This Contract may be terminated by either Party as per provisions set up below:

#### a. By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through

- (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):
- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required as per ToR. Furthermore, if the Client determines that the Consultant has engaged in Fraud and Corruption in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

c. Cessation of Services:

Upon termination of this Contract by notice of either Party to the other, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. Upon termination of this Contract, the Client shall make the payments to the Consultant: for Services satisfactorily performed prior to the effective date of termination

20. Force Majeure:

- a. **Définition** For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

**b. No Breach of Contract** The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

**c. Measures to be Taken** A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

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

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 25.

**Suspension**

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

21. Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to Adjudication / arbitration in accordance with the Arbitration & Conciliation Act 1996. The place of arbitration shall be at Thanjavur Smart City Limited, Thanjavur.

22. The jurisdiction of court will be at Thanjavur Smart City Limited, Thanjavur.

Place:

Date: .....

(Signature of Authorized Representative  
on behalf of Firm)

.....

.....

(Signature & Name of the Client's Representative)



## Annexure - 5

### Bank Guarantee for Performance Security

To  
Thanjavur Smart City Limited  
Municipal corporation Building,  
Gandhiji Road,  
Thanjavur – 613001,  
Tamilnadu,  
Phone 04362-231021

In consideration of Thanjavur Smart City limited, acting on behalf of the Government of Tamil Nadu (hereinafter referred as the “Client”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s ....., having its office at ..... (hereinafter referred as the “Consultant” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Client’s Letter of Intent no. .... dated ..... and the agreement to be executed for Rs. .... (Rupees .....), (hereinafter referred to as the “Agreement”) Selection of consultants for preparation of Detailed Project Report (DPR) and Bid document for Smart Parks- Sivagangai park in Thanjavur Smart City limited and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. .... (Rupees ..... ) to the Client for performance of the said Agreement. We, ..... (hereinafter referred to as the “Bank”) at the request of the Consultant do hereby undertake to pay to the Client an amount not exceeding Rs. .... (Rupees ..... ) against any loss or damage caused to or suffered or would be caused to or suffered by the Client by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement. We,..... (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Client stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Client by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. .... (Rupees .....).

We, ..... (indicate the name of Bank) undertake to pay to the Client any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Consultant shall have no claim against us for making such payment.

We, ..... (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Client under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Client certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one

year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

We, ..... (indicate the name of Bank) further agree with the Client that the Client shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Client against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of the Client or any indulgence by the Client to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s). We, ..... (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Client in writing.

For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. \*\*\* \* (Rupees \*\*\*\*\* ) only. The Bank shall be liable to pay the said amount or any part thereof only if the Client serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [\*\*\* (indicate date falling 90 days after the date of this Guarantee)].

**For .....**  
**Name of Bank:**  
**Seal of the Bank:**  
**Dated, the ..... day of ....., 2018**

## **LIST OF ANNEXURES**

Annexure 1: Terms of Reference and Scope of Services

Annexure 2: Pre - Qualification Criteria for Firms

Annexure 3: Supplementary Information for Firms

Annexure 4: Consulting services

Annexure 5: Performance Guarantee