

Request for Proposal (RfP)

for

Selection of Consultants for redesigning of identified Major Roads as part of the Chennai Smart City initiatives in Theyagaraya Nagar, Area Based Development (ABD) – PACKAGE - I

RFP Ref: S.P.D.C.No.B1/0933/2017

Dated: 18th October 2017

Greater Chennai Corporation, Government of Tamil Nadu



in association with

Chennai Smart City Limited (CSCL)



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1 Bid Schedule

1.	Tender Inviting and Tender Accepting Authority	Superintending Engineer, Special Projects Department, Greater Chennai Corporation.
2.	Name of the work	Selection of Consultants for redesigning of identified Major Roads as part of the Chennai Smart City initiatives in Theyagaraya Nagar, Area Based Development (ABD) Area
3.	RFP Reference	S.P.D.C.No.B1/0933/2017
4.	RFP Type	Two part Biding system - comprising of Technical Bid and Financial Bid.
5.	Bid document will be available in web site https://tntenders.gov.in	upto 15 th Nov. 2017 upto 3.00 p.m. for online bidding.
6.	Contact Information for requesting Clarification	O/o Superintending Engineer, Special Projects, Greater Chennai Corporation, Amma Maligai, Periyamet, Chennai, Tamil Nadu 600003
7.	Last date for receipt of Pre-Bid queries of this RFP	Queries can be submitted atleast 1 day before the Pre-bid meeting data in writing
8.	Pre-Bid Meeting	On 27 – Oct - 2017 at 4:00 PM, In the O/o Superintending Engineer, Special Projects, Greater Chennai Corporation, Amma Maligai, Periyamet, Chennai, Tamil Nadu 600003
9.	Bid Response Proposal Submission Details	Up to 15-Nov-2017 at 3.00 PM, The bids may be submitted online (https://tntenders.gov.in). The bidders must possess Digital Signature Certificate and submission of bids through online in the above web site. The original DD of the EMD shall be submitted to O/o Superintending Engineer, Special Projects, Greater Chennai Corporation,

		<p>Amma Maligai, Periyamet, Chennai, Tamil Nadu 600003</p> <p>Bids submitted beyond the due date and time shall not be accepted by the tender inviting authority and shall be summarily rejected.</p>
10.	Opening of Technical Bid	<p>On 15-Nov-2017 at 3.30 PM, In the O/o Superintending Engineer, Special Projects, Greater Chennai Corporation, Amma Maligai, Periyamet, Chennai, Tamil Nadu 600003</p>
11.	Opening of Price Bid	<p>This will be intimated only to the technically qualified bidders</p>
12.	Tender Validity	<p>90 days from the date of opening of the tender</p>
13.	Technical Proposal covering letter	<p>To be signed by Authorised signatory of the lead firm (in case of consortium) as well as head of the organization</p>

2 Introduction

2.1 Background

Under the Chennai Smart City Initiatives, Greater Chennai Corporation (GCC) endeavors to redesign and develop selected roads and market areas which are future ready and in compliance with the “Smart City” program. The purpose of this project is to engage technical consultants to plan & redesign the roads and markets in the area as “Smart and Convenient” for the citizens and pedestrians.

Until recently, Chennai’s footpaths were only “foot-wide” paths—with obstructions, forcing pedestrians to walk on the carriageway. Despite poor pedestrian and cycling infrastructure, over six million trips are made on foot and cycle every day in Chennai—a third of daily trips. Public transport journeys—another third of all trips—also start and end on foot (or cycle). Walking and cycling is an integral part of Chennai’s transport landscape so in an era of vanishing footpaths and widening carriageways, the Corporation of Chennai has begun introducing a host of initiatives prioritizing pedestrians and cyclists - giving these social heroes their due. From adopting a progressive policy that makes walking and cycling - in other words, non-motorized transport (NMT) - its priority, to rigorously implementing the policy through its Chennai Street Design project, which has witnessed the redesign of 46 streets in the city as Complete Streets with wide footpaths and better-managed utilities. Under Smart City initiatives, CSCL has taken proactive steps to implement on street car parking and bicycle sharing systems and establishing cycle tracks.

As a first step towards this initiative Consultants are to be selected for redesigning of roads. The successful bidder shall carry out the following activities, but not limited to,

- ✓ Review of existing public transport and land use plans
- ✓ Definition of study area
- ✓ Topographical survey
- ✓ Underground Utility Mapping
- ✓ Survey of land uses
- ✓ Survey of pedestrian facilities
- ✓ Survey of pedestrian movements
- ✓ Parking survey
- ✓ Survey of street vending and related activities
- ✓ Design the selected roads
- ✓ Provide Bill of Quantities
- ✓ Preparation of Tender Document for the selection of contractors for implementation of the same
- ✓ Construction Supervision Services & Certification of the implemented design.

The outcome of this exercise would enable GCC/CSCL to select a contractor to commission the re-designed roads/junctions as per approved design. The further sections of this RFP details out tender conditions, Terms of Reference (TOR), selection criteria, timeline and Service Level Benchmarks envisaged for consultant to be selected for this RFP.

2.2 Key Stakeholder Roles

The following table maps are roles against the key stakeholders

#	Stakeholder	Roles
1.	Greater Chennai Corporation	Project Owner & Tender Inviting Authority
2.	Chennai Smart City Limited (CSCL)	Financing cum Facilitating Agency
3	Program Management Consultant	Part of CSCL who would aid in overall monitoring and compliances towards Smart City Mission directives for the Chennai city.
4	Consultant (urban re-designer for identified Major Roads)	Would assess the prevailing situation and re-design the major roads. Also facilitate in preparing the details for tendering towards selection of contractor for executing the re-designed roads and aid in periodic implementation monitoring and final as-built audit & sign-off
5.	Project Management Consultant	This team would be responsible for effective project management such that the timely completion of the project as designed ensuring quality in construction
6.	Contractors	Responsible for executing and commissioning of Roads as redesigned ensuring quality in construction and maintain the same for the agreed contract period

3 Instruction to the Bidder

3.1 General Instruction

- a) The Bidder shall be deemed to have satisfied himself fully before Bidding as to the correctness and sufficiency of this Bids for the contract and price quoted in the Bid to cover all obligations under this Tender.

- b) It must be clearly understood that the Terms and Conditions and specifications are intended to be strictly enforced. No escalation of cost in the Tender by the Bidder will be permitted throughout the period of Agreement or throughout the period of completion of contract whichever is later on account of any reasons whatsoever.
- c) The Bidder should be fully and completely responsible for all the deliverables.
- d) Bids can be downloaded from the Government website <https://tntenders.gov.in> at free of cost.

3.2 Procedure for e procurement

- 1) **Bidder** should do the registration in the e – tender site using the option available. Then the Digital signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from one of the authorized Certifying authorities such as SIFY/TCS/n Code etc. The list of address of the DSC vendors can be seen in
https://tntenders.gov.in/nicgep/app?component=%24DirectLink_1&page=DS CInfo&service=direct&session=T&sp=SDSCAddress.pdf
- 2) **Bidder** then should login to the site using user id and the corresponding passwords.
- 3) The e-token that is registered should be used by the bidder and should not be misused by others.
- 4) After downloading the tender schedules, the Bidder should go through them carefully and then submit the documents as directed, otherwise, the bid will be rejected.
- 5) If there are any clarifications, this may be obtained online through the e-tender site, or thro' the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- 6) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in the prescribed format.
- 7) The bidder should read all the terms & conditions mentioned in the bid document and accept the same to proceed further to submit the bids.

- 8) The Bidder has to submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the e-submission process.
- 9) Bidders seeking exemption from payment of EMD, as per existing Government Orders, and choosing e-submission option shall access the relevant option available in the e-submission format and submit scanned copy of related documents without fail.
- 10) The details of the bid security document should be submitted physically before the opening the tender. The scanned copies furnished at time of e-submission and the original bid security should be the same otherwise the tender will be summarily rejected.
- 11) The Commissioner, Greater Chennai Corporation will not be held responsible for any sort of delay or the technical difficulty faced in the submission of tenders online by the bidders.
- 12) The bidder may also submit the bid documents by online mode through the site (<https://tntenders.gov.in>)
- 13) The online Bidding super scribed as “ Technical Bid “ contains Scanned copy, Bid Security, Pre-Qualification Documents and Tender document furnished by Corporation of Chennai to be submitted in the online bidding. **The Tender document furnished by Greater Chennai Corporation **uploaded in the PDF format should not be changed or converted to any other format while** submitted in the online bidding**
- 14) The online bidding super scribed as “Price Bid “contains Price Bid Documents.
- 15) The Bid shall be shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the Bid where entries or amendments have been made shall be signed by the person or persons signing the Bid and then Bid shall be submitted the Scanned copy in the online bidding.
- 16) The tendering system will give an acknowledgement Message only after successful uploading of all the required bid documents. The acknowledgement is the bid summary. With the Bid No., Date & Time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed with the e-token of the bidder and then submitted.
- 17) The acknowledgement should be printed and to be kept as a token of the submission of the bid. The acknowledgement will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date.

- 18) Bidder should log into the site well in advance for bid submission so that he submits the bid in time i.e. on or before the bid submission time. If there is any delay, due to other issues, bidder only is responsible.
- 19) Each document to be uploaded thro' online for the tenders should be less than 2 MB, If any document is more than 2 MB, it can be reduced through zip format and the same can be uploaded. It may be however noted that. If the file size is less than 1MB the transaction uploading time will be very fast.
- 20) The time setting fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time only, during bid submission.
- 21) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during bid submission & not be viewable by anyone until the time of bid opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
- 22) The Confidentiality of the bids is maintained since the secured Socket layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.

3.3 Language of Bids

The bid prepared by the Bidder as well as all correspondence and documents relating to the bid shall be in English only.

3.4 Language of supporting documents

In case, any of the certificates, supporting documents are written in any language other than English, it is the responsibility of the bidder to provide the self-certified copy of the English translated version. Evaluation committee team will only refer to the English version of any such documents.

3.5 Letter of Authorisation/Power of Attorney

A letter of Authorisation from the organization authorising the Tender signatory or a Power of Attorney should be submitted in the Technical Bid. The Bids received without the Letter of Authorisation or Power of Attorney will be summarily rejected. The Power of Attorney shall be submitted as per the format given in Section 14.7

3.6 Letter of Association between Consortium Members

An authorized representative of the bidder shall sign the original submission document in the required format for Technical Proposal and the Financial Proposal

and shall initial all pages of the document. The authorization shall be in the form of a written power of attorney. In case of consortium, letter of association signed by the authorised signatory of the member firms authorising the lead firm should be attached in original. The bidder shall submit this letter as per the format given in section 14.6

3.7 Clarifications and Amendment

A prospective Bidder requiring any clarification in this Rfp may notify by letter or by Fax or by Email. The Rfp Inviting Authority will respond to any request for clarifications in the Tender. Any changes will be notified by Tender Inviting Authority to the Bidders in the web site.

3.8 Prebid meeting

Pre-bid meeting will held in the office of the Superintending Engineer, Special Projects, Greater Chennai Corporation. The bidder or his official representative is invited to attend the pre-bid meeting which will take place as per details prescribed in the section 1 of the Bid Schedule of this RFP.

3.9 Contacting Tender Inviting Authority

- a) Bidders shall not make attempts to establish unsolicited and unauthorised contact with the Tender Accepting authority or Tender Inviting Authority or Tender Scrutiny Committee after the opening of the Tender and prior to the notification of the Award. Any attempt by any Bidder to bring to bear extraneous pressures on the Tender Accepting authority or Tender Inviting Authority or Tender Scrutiny Committee shall be sufficient reason to disqualify the Bidder.
- b) Notwithstanding anything mentioned above, the Tender Inviting Authority or the Tender Accepting Authority may seek bonafide clarifications from the Bidders relating to the tenders submitted by them during the evaluation of tenders.

3.10 Cost of Bidding

The Bidders should bear all costs associated with the preparation and submission of Bids. The Tender Inviting Authority will in no way be responsible or liable for these charges/costs incurred regardless of the conduct or outcome of the bidding process.

3.11 Earnest Money Deposit (EMD)

The EMD shall be taken in the form of Demand Draft issued by any Scheduled Bank amounting to INR 24, 000 (Rupees Twenty four thousand only) in the name of Tender Inviting Authority, payable in Chennai as mentioned in the Bid Schedule. This EMD shall be returned to all un-successful bidders post the award of contract to the successful bidder under this RFP. The EMD for successful bidder shall be returned post the receipt of Performance Bank Guarantee (PBG) from the successful bidder. Every bidder shall submit one EMD. The DD should be drawn

in favour of “Superintending Engineer (Special projects), Greater Chennai Corporation, payable at Chennai.

3.12 Deadline for submission bids

Bids must be received by the Employer at the address specified above not later than the date as indicated in Notice Inviting Tender. In the event of the specified date for the submission of bid is declared as a holiday for the Employer, the Bids will be received upto the appointed time on the next working day.

The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

3.13 Signing the Bid

The Bid shall be neatly typed and signed by the bidder or authorised signatory of the Bidder. All pages of the bid shall be signed and stamped by the authorised signatory. Any alterations, deletions or overwriting will be treated as valid only if they are attested by the full signature by the authorised signatory.

3.14 Two Cover Bid System

Bidders should examine all Instructions, Scope of Work and Terms and Conditions as given in the Tender document. The tender should be submitted in two parts viz. Technical Bid and Price Bid.

3.15 Technical Bid

- a) The Technical Bid as per the format given in the Tender document shall be typed, signed and stamped in all pages by the bidder or Authorised Signatory of the bidder. Any alterations, deletions or overwriting shall be attested with full signature of the bidder or Authorised Signatory of the bidder.
- b) The supporting documents and other documents as given in the Technical Evaluation Criteria should be submitted in the Technical Bid.
- c) The Technical Bid shall not contain any indications of the Price whether directly or indirectly otherwise the Bid will be summarily rejected.
- d) Scanned copies of the same shall be uploaded in the tender portal as mentioned in section 1 – Bid Schedule
- e) Scanned copy of EMD

3.16 Price Bid (Envelope –B)

- a) All the Price items as per the format given in this RfP document shall be neatly typed, signed and stamped in all the pages by the bidder or Authorised Signatory of the bidder. Any alterations, deletions or overwriting

shall be attested with full signature of the bidder or Authorised Signatory. Only a single price should be quoted for each Price Bid item. The Bid is liable for rejection if Price Bid contains variation clause or conditional offers or partial offers.

- b) The Price Bid shall be placed in a separate cover and sealed appropriately. The Price Bid cover (Envelope-B) shall be superscribed as “Selection of Consultants for redesigning of identified Major Roads as part of the Chennai Smart City initiatives in Theyagaraya Nagar, Area Based Development (ABD) Area in RFP Reference No S.P.D.C.No.B1/0933/2017” The “FROM” address and “TO” address shall be written legibly failing which, the Price Bid is liable for rejection.

3.17 Outer Cover

Both the Technical Bid cover (Envelope-A) and Price Bid cover (Envelope-B) shall then be put in a single outer cover and sealed appropriately. The outer cover shall be superscribed as “Selection of Consultants for redesigning of identified Major Roads as part of the Chennai Smart City initiatives in Theyagaraya Nagar, Area Based Development (ABD) Area in RFP Reference No S.P.D.C.No.B1/0933/2017” The “FROM” address and “TO” address shall be written legibly failing which, the Technical Bid is liable for rejection.

3.18 Mode of Submission of Bids

Bids must be submitted online on or before bid submission date prescribed in the section 1 – Bid Schedule of this RFP. Such Bids received online adequately meeting the online bid submission requirement shall be opened in the office of Superintending Engineer, Special Project Department in the presence of the bidders who wish to participate in the tender. If the date of opening happens to be a holiday, the bids will be opened on the next working day at the same time and venue. The original Bid Security shall also be submitted to the tender inviting officer at the time of bid opening. The Bids received after due date and time or unsealed or incomplete or submitted by Facsimiles (FAX) will be summarily rejected.

3.19 Modification or withdrawal of Bids

The Bids once submitted may not be allowed to be modified or amended or withdrawn at any cost.

3.20 Acceptance and Withdrawals of Bids

The right of final acceptance of the tender is entirely vested with the Tender Inviting Authority who reserves the right to accept or reject, any or all of the tenders in full or in parts without assigning any reason whatsoever. There is no obligation on the part of Tender Inviting Authority to communicate with rejected Bidders. After acceptance of the Bid by Tender Inviting Authority, the bidder should have no right

to withdraw his tender, or claim higher price. The Tender Inviting Authority may also reject any bid for reasons such as change in scope of work, new technologies, and lack of anticipated financial resources, court orders, accidents or calamities and other unforeseen circumstances.

3.21 Letter of Acceptance & Issue of Work Order

The Letter of Acceptance (LOA) of RFP is issued to the Successful Bidder by Tender Inviting Authority. This would be treated as commencement of the work for the successful bidder.

3.22 Bidders Declaration to be provided

Black-listing: 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 /blacklisted during the past 5 years (even if the sanction /black-list was subsequently withdrawn). Bidder may attach a self-declaration stating the above as a part of this bid. Please refer Annexure for draft letter content.

4 Bid Evaluation Process

4.1 Bid Opening

The Bid cover will be opened on the date and time as specified in the Bid Schedule in the presence of the Bidders who choose to be present.

4.2 Tender Validity

The Bids submitted shall remain valid for a period specified in Section 1 of the Bid Schedule of this RFP. If the bid validity given in the received bid is lesser than the period specified, the Bid will be rejected as non-responsive. The Successful Bidders should extend the price validity till the completion of the order or as requested by Tender Inviting Authority.

4.3 Tender Evaluation

- a. All the bids received for this limited tender would be scrutinized based on the Technical Evaluation Criteria & other relevant tender conditions mentioned in this tender. The Bidders who comply with Technical Evaluation Criteria shall be declared as “Technically Qualified Bidders” other bids shall be declared as “Technically Disqualified Bidders” and not considered for further course of evaluation.
- b. The commercial bids for the “Technically Qualified Bidders” alone will then be opened for further evaluation. The commercial bid would be scrutinized for any errors in case of any mathematical errors in the price bid then unit rate would be used as reference for estimation of the final bid value.

- c. The final selection of the “Successful Bidder” shall be done using Least Cost approach, wherein bidder with the least cost alone is adjudged the Least Bidder.

4.4 Technical Evaluation Criteria

S.No	Clause	Documents required
1.	The bidder should be a company registered under the Companies Act, 1956 and should be in existence over last 3 years as on 31.09.2017	Certificate of incorporation
2.	The bidder should have atleast 3 (three) similar consulting experience in road/street re-design for urban cities in India of minimum contract value not less INR 5 lacs each.	1. Contract / Work Orders with relevant scope. 2. Client certificate stating the progress / completion of the project
3.	The company shall have minimum turnover of INR 2 crores in any one of last 5 audited Financial Years as on 31.09.2017	Chartered Accountant certificate for the turnover
4.	The bidder should furnish, as part of its bid, an Earnest Money Deposit (EMD) of INR 24000/- by way of Demand Draft	The EMD should be denominated in Indian Rupees, and should be INR 24 thousand by way of Demand Draft in line with Bid Schedule
5.	The bidder should have an office in Chennai of minimum 1000 sq. ft area	Valid proof of Address such as lease/rental agreement, service tax registration etc.
6.	The company shall have minimum employee strength of 5 qualified professionals including architects	Self-declaration from the client

5 Terms and Conditions

5.1 Award of Contract

As a part of the smart city initiative, re-designing of major roads in Area Based Development (ABD) area i.e. T.Nagar is one of critical projects envisaged under the smart city project. The total road spans over 21.8 km and the same has been divided into 4 packages. This RFP calls for prospective bidders for consultancy services towards re-designing the major roads in the ABD area. Each of the prospective bidder can bid for all the packages; bids thus received would be scrutinized & evaluated as per Technical Evaluation Criteria (TEC) mentioned in section 4.4 of this RFP. The bidders emerging successful for each of the package would be awarded the contract for respective package. There may be a maximum of two packages that may be awarded to a bidder through this RFP. In case of any bidder who emerges successful for more than two packages, then the award of contract for the said bidder w.r.t number of packages & choice among such packages would be decided by tender inviting authority. Post the decision of award in such scenario and in case of any remaining package(s), the Tender Inviting Authority may negotiate with next best scoring bidder among bidders of that package. Upon mutual agreement on the award/acceptance to execute on such occasion by both the parties (Tender Inviting Authority & next successful bidder) the Tender Inviting Authority shall be award the contract to the negotiated bidder. Any such decision taken by the Tender inviting authority will be final and binding.

5.2 Rejection of Tender of banned Tenderer

The Tender Inviting Authority reserves the right to reject the received bid(s) at any time before the award of the contract without stating any reasons to concerned bidders. As per The Tamil Nadu Transparency in Tender Act 1998, if at any time before the acceptance of tender, the Tender Inviting Authority receives information that a tenderer who has submitted tender has been banned by any procuring entity, the Tender Accepting Authority shall not accept the tender of that tenderer even if it may be the lowest tender. The Tender Inviting Authority reserves the right to reject the received bid(s) at any time before the award of the contract without stating any reasons to concerned bidders.

5.3 Assigning of Tender whole or in part

The Successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate. The Successful Bidder shall not under-let or sublet to any person(s) or body corporate for the execution of the contract or any part thereof without the written consent of Tender Inviting Authority.

5.4 Release of Work Order

An exclusive Work Order for each of the four packages will be issued to the Successful Bidder by Tender Inviting Authority. The payment will be released to the Successful Bidder based on the work awarded and actual work rendered only.

5.5 Execution of Work Order

The Successful Bidder should nominate and intimate Tender Inviting Authority the Project Lead, who should be responsible for effective delivery of work complying with all the terms and conditions. The Successful Bidder should ensure that the Project Lead fully familiarises with the Tender Conditions, Scope of Work and deliverables.

5.6 Liquidated Damages (LD)

- a) Liquidated Damage will be levied at the rate of 1% per week subject to a maximum of 10% on the total value of the contract for non-fulfilment of delivery schedule. Any delay due to the Force Majeure conditions or delay not due to the Successful Bidder will be excluded from the delivery schedule.
- b) In the event of failure by the Successful Bidder to fulfil the delivery conditions, Tender Inviting Authority at its discretion may initiate any of the actions as given below.
 - i. Extension of time may be permitted to complete the work.
 - ii. Additional resources will be requested for speeding up the work.
 - iii. Liquidated Damages will be levied.
 - iv. Contract with the Successful Bidder may be terminated as per the Termination clause.
 - v. Any other action as may be deemed fit by Tender Inviting Authority in the best interest of the department.

5.7 Penalty for Non-Fulfilment of Tender

A penalty will be levied at the rate of 1% per occasion subject to a maximum of 5% of the total contract value in the event of non-fulfilment or non-observance of any of the conditions stipulated in the Tender, Terms and Conditions and Work Order at the discretion of Tender Inviting Authority.

5.8 Termination of Contract

- a) Tender Inviting Authority may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 15 days, sent to the Successful Bidder, terminate the contract in whole or part,
 - i. if the Successful Bidder fails to deliver any or all of the services within the time period(s) specified in the Contract, or within any extension thereof granted by Tender Inviting Authority; or
 - ii. if the Successful Bidder fails to perform any of the obligation(s) under the contract; or

- iii. if the Successful Bidder has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.
- b) In the event of Tender Inviting Authority terminating the Contract in whole or in part, Tender Inviting Authority may engage other Bidders, upon terms and in such manner as it deems appropriate, the services similar to those and delivered and the Successful Bidder shall be liable to Tender Inviting Authority for any additional costs for such similar services capped to total amount paid to the consultant. However the Successful Bidder shall continue the performance of the Contract to the extent not terminated.
- c) Tender Inviting Authority may at any time terminate the Contract by giving written notice with a notice period of 15 days to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Tender Inviting Authority.
- d) Tender Inviting Authority may by written notice, with a notice period of 15 days sent the Successful Bidder may terminate the Contract in whole or in-part at any time for its convenience. The notice of termination shall specify the termination is for Tender Inviting Authority's convenience, the extent to which performance of work under the contractor is terminated and the date upon which such termination becomes effective. On termination, the Successful Bidder is entitled for compensation to the extent of work done till the date of termination.

5.9 Force Majeure Clause

Neither Tender Inviting Authority nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations except causes or contingencies beyond their reasonable control due to Force Majeure conditions such as:

- a) any act of God such as lightning, earthquake, landslide, etc or other events of natural disaster of rare severity
- b) Meteorites or objects falling from aircraft or other aerial devices, travelling at high speeds
- c) Fire or explosion, chemical or radioactive contamination or ionizing radiation
- d) Epidemic or plague
- e) Act of war (whether declared or undeclared), threat of war, invasion, armed conflict or act of foreign enemy, unexpected call up of armed forces, blockade, embargo, revolution, riot, religious strife, bombs or civil commotion, sabotage, and terrorism

5.10 Legal/Arbitration Clause

- a) Except as otherwise provided elsewhere in the Contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or breach thereof, the same shall be decided by a Sole Arbitrator to be appointed by the Tender Inviting Authority.
- b) If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, another Arbitrator shall be appointed by the Tender Inviting Authority. The Arbitrator so appointed shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same, otherwise, he shall proceed de novo.
- c) It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- d) It is also a term of the contract that neither party to the contract shall be entitled to seek interest and the arbitrator should not grant interest.
- e) The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.
- f) The venue of the arbitration shall be Chennai and language English.
- g) The fees of the arbitrator and expenses incidental to the arbitration proceedings shall be borne equally by the parties.
- h) Subject to as aforesaid, the provisions of the Arbitration and Conciliation Act 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause.
- i) Subject to the above, the Courts in Chennai alone shall have jurisdiction in this matter.

5.11 Performance Bank Guarantee

The successful bidder shall furnish Performance Guarantee in the form of BG from a scheduled bank amounting to 1% of this project value. The same should be submitted within 10 days of issue of the Letter of Acceptance (LOA).

5.12 Working Modalities

The Consultant will be expected to have a local office/person in the same city throughout the duration of the proposed project. Outstations consultants are required to set up a field office in the city or alternatively collaborate with a local architectural firm.

6 Scope of work

6.1 Brief Project Overview:

In keeping with its NMT policy and Smart City proposal, Chennai is looking to expand its street design work, which will entail the empanelment of architects and urban designers. The map below shows the identified roads for redesign

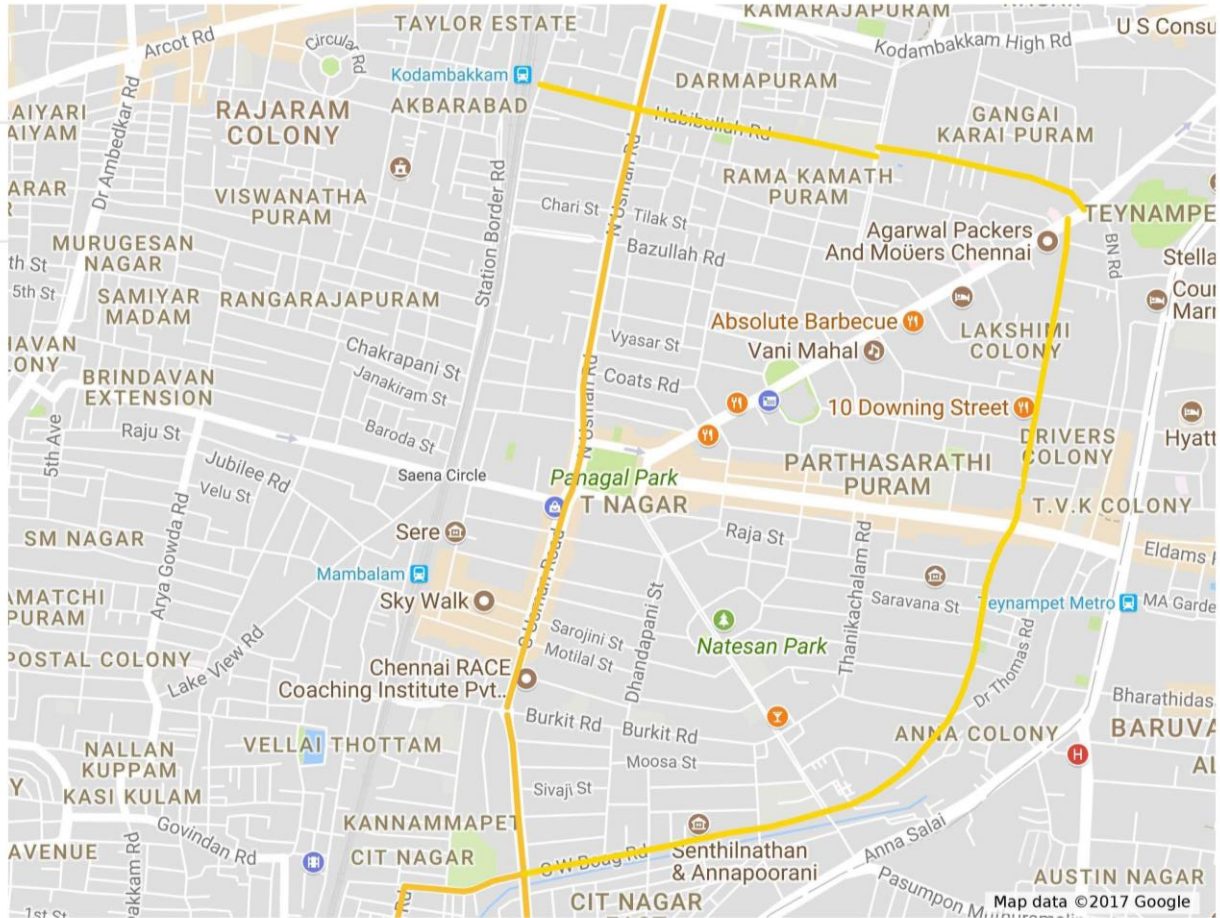


Figure 1: Identified major roads for redesign in ABD - Chennai Smart City

6.2 Objective of the Project

- To employ a holistic approach to street design, incorporating mobility elements—e.g. footpaths, cycle tracks, carriageways—as well as additional elements such as trees, bus stops, street furniture and organised vending spaces in an integrated design.
- To ensure that street design is based on scientific assessment of needs and behaviour of street users, as observed in the surveys as part of this study.
- To employ traffic calming measures to ensure pedestrian safety on all streets.
- To ensure that all spaces, including footpaths, refuge islands, and pedestrian crossings, are accessible to all users, regardless of age, gender and physical ability.

- Street elements such as footpaths, cycle tracks, street furniture, underground utilities etc. are designed to the Industry practice standards.

6.3 Project Packages Details

The total major roads identified for this redesign in the ABD area have been grouped into 4 packages and the details of the packages are given in annexure 14.1 of this RFP.

6.4 Project Phases

The project scope is broadly classified into two Phases viz.

Phase I:

1. Situation Assessment & Stakeholder Workshop
2. Design Feasibility Report
3. Design BOQ, Technical Specification, documents, drawings, layouts, “Good for Construction”

Phase II:

1. Support during Bid Process Management
2. Periodic Implementation Review, Monitoring, Evaluation & Reporting
3. Audit & Sign-off of the Commissioning of Re-designed Roads

6.5 Detailed Scope of Work

The broad scope of services shall include:

6.5.1 Phase I

6.5.1.1 Situation Assessment:

6.5.1.1.1 Review of existing transport and land use plans

The Consultant is required to compile spatial information on plans for bus priority, cycling networks, pedestrian networks, and pedestrian zones presented in the reports given by the Client. Particular attention must be given to the Sustainable Cities through Transport strategic plan provided by the Client. These engineering parameters should be mapped using the GIS platform or other illustration software. The Consultant should also identify transport system goals that are stated in these reports. The Consultant should also review all other existing projects carried out by GCC and/or CSCL in the neighbourhood such as the pedestrian plaza on Theyagaraya road as well as Chennai tree cover study and incorporate their details or seamless connections to these projects.

6.5.1.1.2 Definition of study area

The selected Roads listed in Annexure 14.1 will make up the Study Area. All streets in the Study Area, along with their legal ROWs, should be mapped using GIS. Data collection and survey activities will be carried out (including survey forms and proposed survey locations) by the Consultant. The Client will review and approve the Inception Report before the Consultant proceeds to the next step.

6.5.1.1.3 Topographic survey

The Consultant shall conduct total-station survey to prepare base plans for critical sections and junctions to facilitate improvements. The survey must cover all streets in the study area plus any intersecting streets up to a distance of 50m from the intersection.

In the topographic survey, all the above ground utilities including electricity overhead lines, utility and feeder boxes, and all other utilities should also be recorded using GIS platform. The survey should also document any unused street furniture, poles as well as vulnerable trees.

6.5.1.1.4 Underground Utility Mapping & Survey

The Consultant/MEP expert shall collect the utility data through coordination with GCC authorities and other utility agencies and integrate it into the base map. The base map would also include accurate locations and positions of the above ground as well as underground utilities in digital format.

The following utility details shall be captured as specified by local municipal authority, but not limited to:

- Location and alignment of drain / channels/ nallah.
- Water distribution Networks
- Sewerage Networks
- Storm water drains network
- Solid Waste Management
- Underground Power Cables
- Street lighting

The data related to these utilities are available in different form at respective authorities. These utilities are either mapped digitally or available in hard copy. The underground water supply, Sewerage and drainage lines are to be shown through derivation. The derivation of these utility network lines can be done by valve location, manholes, information provided by Municipalities/ Corporations officials, and observation survey etc.

Each utility should, at minimum, have following attribute data attached with it:

- Type of utility (Water, Sewerage, Power (Electricity), Tele-communication).
- Depth of Utility.
- Size (diameter) of pipe/cable.
- Length
- Starting point
- End point

6.5.1.1.5 Survey of land uses

The Consultant will compile land use information to help inform street design decisions. A land use survey must be carried out for every building adjoining Study Area streets. In cases where the ground floor use is different from that of rest of the floors, the surveyors should make a note. The number of floors per structure also must be noted. Important activity generators adjacent to all Study Area streets, such as shopping areas, theatres, and housing developments, should be identified. All land use data should be recorded using the GIS platform.

6.5.1.1.6 Survey of pedestrian facilities

The Consultant will document the quality of existing pedestrian facilities on all streets in the

Study Area, noting properties such as the clear width of the footpath on each side at every 200m (if present), the number of obstructions per km in the clear width, and the presence of shade between 1 to 2 p.m. (from buildings or trees). These data should be stored and mapped using the GIS or other illustration software platform. If cycle tracks are present in the Study Area, a similar survey should be carried out wherever they are present.

6.5.1.1.7 Survey of pedestrian movement

Surveys shall be carried out to assess non-motorised transport (NMT) user flows at important locations in the study area. The survey shall be from 06:00 to 22:00 hours on a normal working day. The Consultant will record the number of pedestrians and cyclists moving along the road on important corridors. The Consultant also will conduct a tracking survey of pedestrian crossing movements at important intersections along each corridor in the Study Area. The actual pedestrian movement lines should be mapped as in the example shown in Figure 1.

Before conducting the surveys, the Consultant must seek approval of the survey locations from the Client.

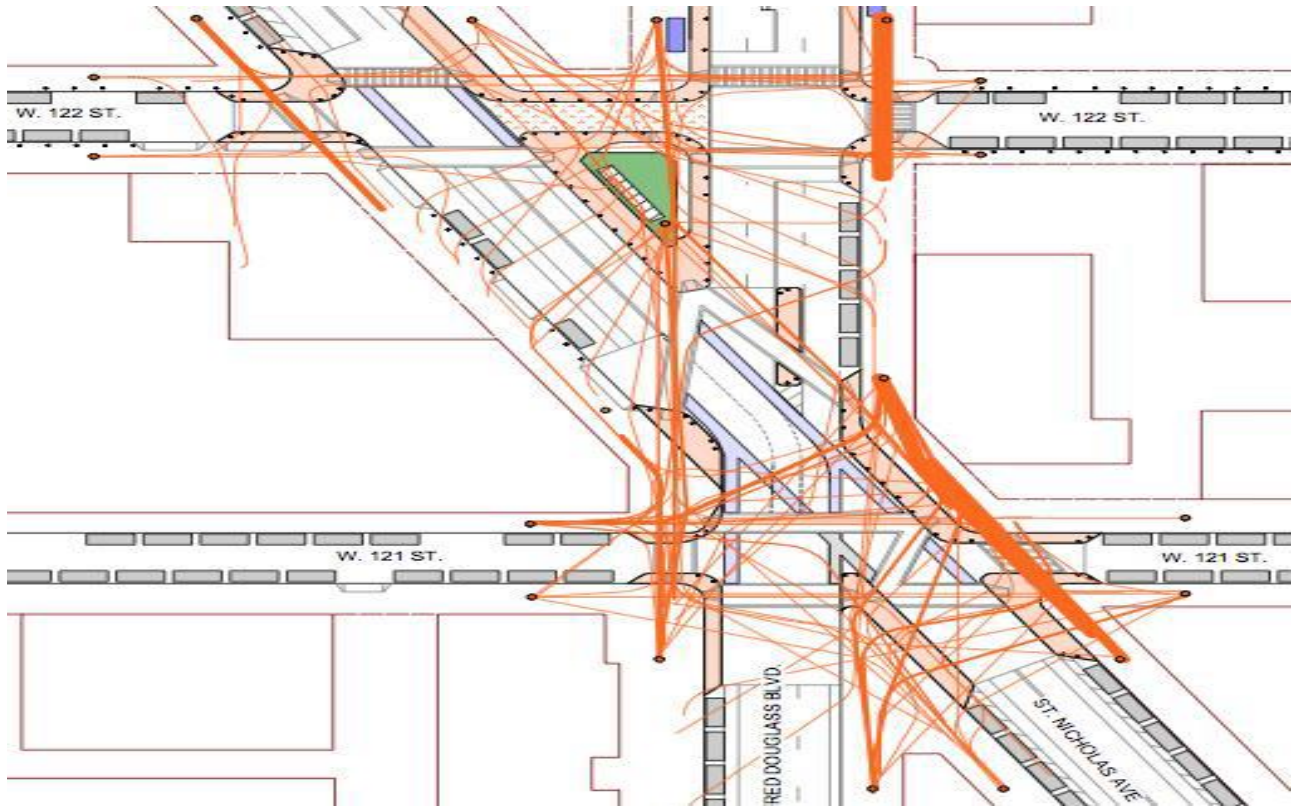


Figure 1. Example of a tracking survey diagram. The orange lines represent pedestrian movements. Thicker lines indicate higher pedestrian volumes.

6.5.1.1.8 Parking survey

A parking survey must be carried out on all corridors in the Study Area to identify parking patterns and occupancy rates. Parking demand should be established by a manual count, classified by vehicle type. The count should cover the Study Area streets plus streets within a buffer of 300 m–500 m to either side of the Study Area streets. The extent of the parking zones must be approved as part of the Inception Report (see Step 2). The survey shall be conducted for one hour between 9.00 and 10.00 during morning peak and one hour between 5.30 to 6.30 in the evening peak period in such areas. The survey should cover both on-street parking areas as well as off-street public or semi-public parking. Finally, parking fee levels should be noted. If the street falls under Chennai's parking management system, the consultant is required to consult the Client to coordinate the design of parking slots with the Parking Management Plan. All parking data should be recorded using the GIS platform.

6.5.1.1.9 Survey of street vending and related activities

The surveyor must make note of all the vendors in the Study Area. The survey should note the type of vending and the physical typology of the vending structure (i.e. permanent or temporary structure). The survey should also note whether the vendor is an obstruction to pedestrian and cycle movement. The location and characteristics of each vendor should be recorded using GIS or other illustration software. The survey also should capture social gathering spaces and other activities found in the public ROW in the study area. The location and number of people engaged in the activities should be noted using GIS or other illustration software. This information will inform the placement of street furniture and other elements in the final design.

6.5.1.2 Design Feasibility Report

6.5.1.2.1 Line drawings

The Consultant shall prepare drawings for all streets in the Study Area. Drawings must clearly show the new kerb line in reference to the road median. The drawing must be complete with dimensions at 2m interval and should be marked on the road with chalk to ensure the survey drawing resembles on site conditions. The Consultant shall monitor the on-site markings and review the design as per site conditions.

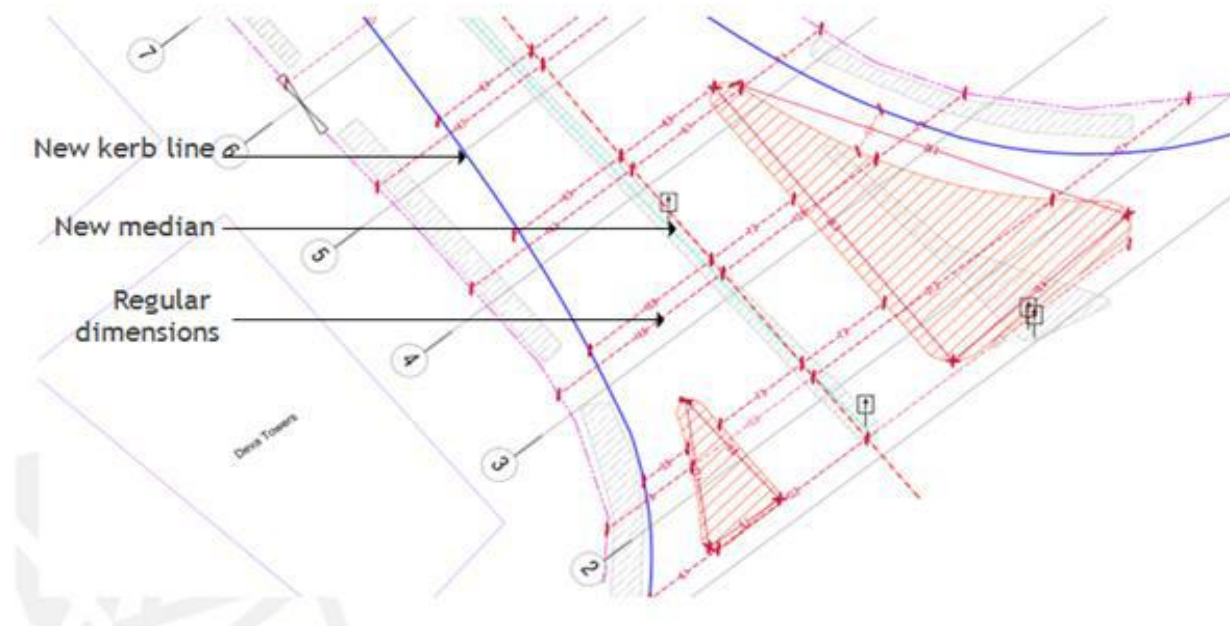


Figure 2: Sample drawing indicating the new kerb line and road width dimensions at regular intervals.

6.5.1.2.2 Conceptual designs

The Consultant shall prepare detailed street designs for all streets in the Study Area. The design must be consistent with relevant plans, including plans for BRT networks, cycling networks, pedestrian networks, and pedestrian zones with particular regards to the Sustainable Cities through Transport strategic plan. The design shall adhere to CPWD's latest guidelines for disabled and elderly people. The designs shall be prepared following relevant latest editions of MoUD Guidelines and Indian Roads Congress standards, Guidelines for Pedestrian Facilities, Accommodation of utilities and urban drainage. The Consultant should also refer to street design manuals such as Better Streets, Better Cities: A Guide to Street Design in Urban India by the Institute for Transportation and Development Policy, the Street Design Guidelines prepared by United Traffic & Transportation Infrastructure (planning & Engineering) Centre (UTTIPEC), Transportation Research and Injury Prevention Programme (TRIPP) Guidelines for the Institute of Urban Transport (IUT), Tender Sure: Specifications for Urban Roads Execution prepared by India Urban Space Foundation and any street design guidelines that Chennai may adopt in the future.

Some of guidance extracts are as follows.

The pedestrian paths should meet the following standards:

- A minimum of 2m wide clear pedestrian zone
- A height of no more than 150mm above the carriage way
- Flat walking surface without abrupt level differences
- Continuous walking path integrated with landscaping plan to ensure continuous shade

The cycle tracks should meet the following standards:

- At least 2.5 m wide for two-way movement
- Continuous cycling track
- Smooth surface without abrupt level differences; concrete or bitumen surface (paver blocks are unacceptable)
- Maximum grade of 1:12
- Integrated with landscaping plan to ensure continuous shade

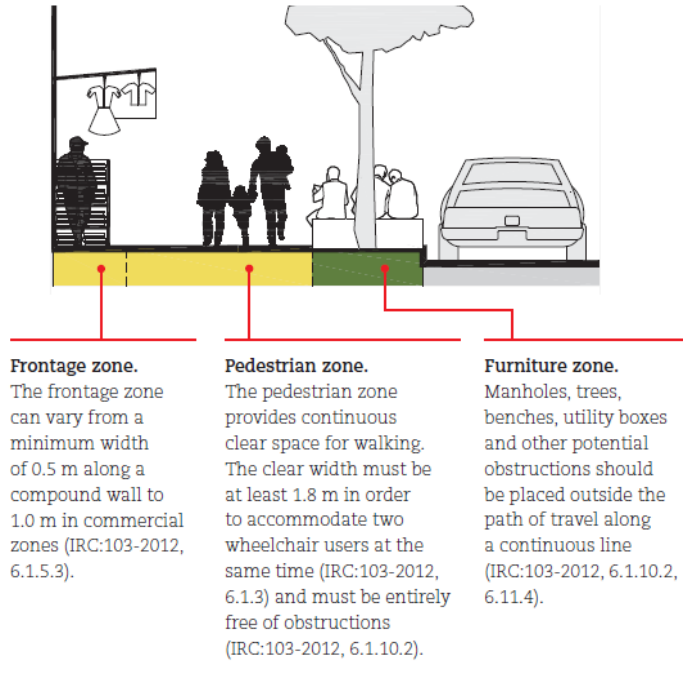


Figure 3: All footpaths must have separate zones for frontage, pedestrian movement, and furniture.

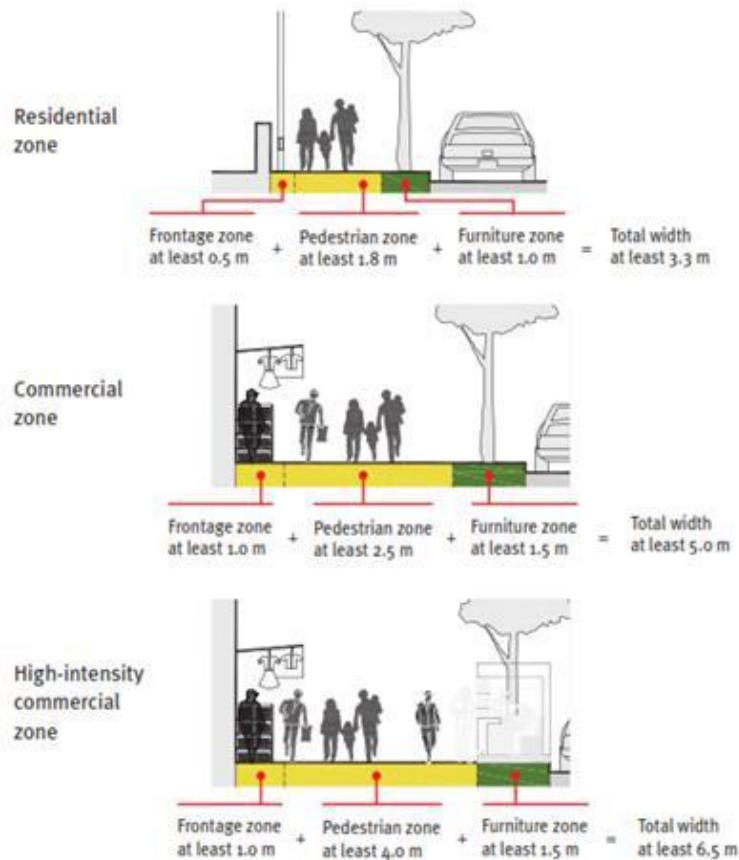


Figure 4: Minimum footpath zone dimensions for different land uses.

Street designs should include but are not limited to the following elements:

- Dedicated pedestrian footpaths.
- Dedicated cycle tracks (if the corridor falls on the cycle priority network).
- Pedestrian crossings, including formal speed table crossings as well as median breaks that serve as informal crossing locations.
- Trees to provide shade for pedestrians and cyclists as well as decorative landscaping, including compensatory afforestation for the trees removed as part of the project.
- Bus stops and Para transit stops.
- Spaces for street vending.
- Medians.
- Traffic calming elements, where needed to reduce vehicle speeds.
- Physically demarcated on-street parking areas.
- Street furniture, including benches, stools, tables, and other seating arrangements.
- Signage locations.
- Pedestrian refuge islands.
- Carriageways, ensuring that the width remains uniform between intersections.
- Street lighting.
- Storm water drains
- Utility access points.

Intersection designs should promote pedestrian safety through elements such as pedestrian refuge islands, reduced angles of approach, reduced turning radii, and traffic calming. The design of pedestrian crossings at intersections and in mid-block locations should ensure that pedestrians do not need to cross more than 2 lanes (6 m) at a time. Where extra ROW is available, the Consultant should identify opportunities to improve and/or create plazas, markets, and other public spaces.

The Consultant will submit a plan drawing as well as cross-sections at every 50m. The plans will be submitted in hard copy in A1 sheet and electronic format. It must include at least two 3D renderings and photomontages of the design proposal.

6.5.1.2.3 Review of Conceptual Designs

The designs will be evaluated by a Review Committee (see below) before preparing the final working drawings. The Consultant may be asked to present the designs to the Review Committee. The consultant is expected to achieve the stated design

benchmarks (point 14). The designs would be reviewed on basis of the prescribed “performance indicators” by the Review committee.

The Consultant may be required to present the plans at a public stakeholder meeting.

6.5.1.2.4 Revised Conceptual Designs

The Consultant will prepare Revised Conceptual Designs based on the feedback received from the Review Committee and stakeholders. The Revised Conceptual Design must be submitted to the Client for approval.

6.5.1.2.5 Draft working drawings

Following approval by the Client of the revised conceptual designs, the Consultant will prepare detailed construction drawings for the Study Area. The designs should include geometric and vertical profiles and should incorporate drainage designs (see below). The designs should include the following components:

- Typical sections at every 50m.
- Street plan.
- List of existing street elements to be demolished.
- Underground and overground utility location plans.
- Utility relocation plans (wherever necessary).
- Materials as per Clients specifications.
- Construction details for each element.

The Draft Working Drawings must be submitted to the Client for approval in hard copy plotted in A 1 sheet.

6.5.1.3 Tender for Contractor Selection for commissioning

6.5.1.3.1 Final Working Drawings

The Consultant will prepare Final Working Drawings based on the feedback received from the Client on review of draft working drawings. The Final Working Drawings must be submitted to the Client for approval in hard copy plotted in A1 sheets.

The Consultant will submit all conceptual designs and final working drawings to the Client in hard copy and electronic format.

6.5.1.3.2 Bill of quantities

The Consultant is expected to prepare specifications, bills of quantities, cost estimates, and bid documents as per the TT Act and WB for the implementation of the proposed street improvements, including pavements, furniture, street lighting, landscaping and other components. Bid documents shall be given item-wise (i.e. streets, lighting, landscaping, road markings, etc.). The Consultant will work with the Client to include appropriate mechanisms in the bid documents to facilitate long-term maintenance, such as annuity-based compensation of contractors.

6.5.1.3.3 Preparation of Bid documents for contractors selection for construction

The Consultants will be required to prepare a Bid documents for contractors for the construction of street design. The Client will coordinate with the Consultants to prepare the bid documents jointly for floating tenders.

6.5.1.3.4 Preparation of 3D Renderings

The Consultant will be required to prepare 3D renderings of the proposal to build consensus amongst all stakeholders. The 3D renderings including the RAW 3D Files to be submitted to GCC / CSCL.

6.5.2 Phase II

6.5.2.1 Support during Bid Process Management

- Support the Authority for pre-bid sessions with contractors and issue of necessary corrigendum/ replies to vendor queries
- Conduct detailed pre-qualification, technical and commercial evaluations of the Proposal received.
- Provide Proposal evaluation report and recommendation for short listing of vendors.
- Create a presentation for Client to shortlisting bidders.
- Support the Authority in undertaking technical and commercial negotiations with shortlisted SI vendor
- Support the Authority for discussions and approvals from the governance structures/ committees formed for the project
- Preparation of Draft contract with SI vendors and assist in negotiations.
- Create draft agreement, operating method and LOI format for selected SI vendor.

6.5.2.2 Project, Monitoring, Evaluation & Reporting

The Successful Bidder shall provide the detailed street designs to the execution contractor who will be responsible for the proper execution of the project. The successful bidder shall support in project monitoring, evaluation & reporting and effort to the same shall to be extent of atleast one day onsite review visit/meeting per month till the end of the contract's commissioning period. The consultant shall make periodic supervision to monitor that the work being executed in accordance with the plans, design and drawings submitted and that the quality of construction and/or products/ equipment/ etc. is satisfactory & compliant to the proposed design. Any modifications to the approved design shall be discussed with the Review Committee appointed by Authority and the consultant may also share their recommendations on case to case basis. Such approved Change Requests (CR) shall be incorporated in the envisaged design and consultant shall carryout the final compliance checks as per this approved modified design.

6.5.2.3 Audit & Sign-off of the Commissioning of Re-designed Roads

The consultant shall review the As-Built Drawing, layouts, prepared by the contractor and physically audit the re-designed project site and check for compliances against original design proposed. The audit compliance report shall be submitted to the Greater Chennai Corporation. This completes the scope under this project. In case of any non-compliances (NC) the contractors may be advised to take necessary action by the authority and subsequent to the completion of the same by the contractor, the consultant shall carryout to compliance audit till successful completion of the same.

7 Project Deliverables with Timelines

#	Phase	Deliverable	Timeline
1.	I	Date of Contract Signing Issue of Letter of Acceptance (LOA)	T
2.	I	Project Kick-Off Presentation with the Technical Review Committee (TRC)	T + 1 day
3.	I	Situation Assessment ✓ On-field Survey & Situation Analysis	T + 15 days
4.	I	Presentation of As-Is Situation Findings and Brainstorming workshop for Macro-level Design envisagement for consent approval from TRC & other key stakeholders	T + 20 days
5.	I	Re-Design Report ✓ Submission of Draft Re-Design Report with draft bid documents for Contractor, BoQ with Estimate, technical specifications, layouts, Drawings, recommended make/model for materials	T + 25 days
6.	I	Submission of Good for Construction Drawings, respective BOQs etc. for construction	T + 30 days
7.	II	Support during Bid Process Management for selection of contractor for commissioning the envisaged re-designed Road	1 month
8.	II	Project Monitoring, Evaluation & Reporting	periodic supervision of day to day works with full attention to monitor the progress as well as quality of work
9.	II	Audit & Sign-off of the Commissioning of Re-designed Roads	Audit & Sign-off Service (~15 days)

8 Payment Schedule

#	Deliverable (All submissions subject to approval)	Payment %
1.	Submission of Draft Design and Feasibility Report	15% of total contract value
2	Approval of Final design Feasibility Report	25% of total contract value
2	Submission of BOQ, Technical Specifications, Drawings required for tender and bid documents for selection of Contractor	20% of total contract value
3	Submission of “Good for Construction” Drawings, layouts, BOQ, technical specifications, etc.	20% of total contract value
4	Periodic project Monitoring, Evaluation & Reporting	15% of total contract value
5	Audit & Sign-off of the Commissioning of Re-designed Roads	5% of total contract value

9 Key Resource Requirement

The minimum resource requirement for this tender is as follows, however this is minimum requirement and hence bidder are free to provide additional resources if deemed necessary

#	Resource Role	No of Resources	Requirement
1.	Project Lead cum Urban Designer	1	Minimum requirement are specified in the Technical Evaluation Criteria of this RfP
2	Transport Planner / Engineer	1	
3	MEP	1	
4	Landscape	1	
5	Architect	1	
6	Structural Engineer	As required	Indicative resource are mentioned herein and the bidder is free to plan adequate professionals which is required to complete this task effectively in a time bound manner
7	Surveyor	As required	
8	Cad Operator	As required	

10 Format for Price Bid

< to be taken in bidder's company letterhead >

<Date >

To

The Superintending Engineer,
Special Projects Department, Greater Chennai Corporation,

Dear Sir,

Sub : Submission of Price Bid for Tender Reference No xxxxx**Ref.** : RFP reference number

We, the undersigned, offer to provide the consulting services for the above in accordance with your tender. Our Financial Proposal for Project is for the sum of Indian Rupees(Amount in words and figure). The breakup cost for this project and resource-wise price discovery is appended as appendix to this price bid.

Phase	Lumpsum Cost (in Rs.)	GST on 'A' (in Rs.)	Total Cost with GST (in Rs.)
	A	B	C = (A + B)
Phase 1:			
Phase 2:			
Total Value of Bid			

Note:

- Total value of bid includes all costs, such as manpower services cost, out of pocket expenses, etc.
- The total cost mentioned in this above table would only be used for commercial evaluation.

Our Financial Proposal shall be binding upon us subject to any modifications resulting from contract negotiations, up to the expiration of the validity period of the Proposal. We understand that in the event of difference if word and figure of our proposal, the amount in word shall be considered.

Yours sincerely,

Authorised Signatory:

Name of the Signatory:

Name of the Firm:

Address:

1. Price Bid Appendix : Phase-wise Breakup Cost

Resource Level	Person-Days planned			Rate per person-day (INR)	Cost amount (in INR)	GST applicable on "E" (in INR)	Amount inclusive Taxes INE
	Phase I	Phase II	Total				
	A	B	C =(A+B)				
	D	E	F	G=(E+F)			
Project Lead-cum-Urban Planner							
Transport Planner							
MEP							
Landscape							
Architect							
Others... <Bidder may name the other experts and share the relevant details in the adjacent fields>							
Total							

Note:

- The above table gives the breakup cost for resource cum OPE cost considered for executing this project. The above cost breakup may be used for negotiations.

2. Price Bid Appendix : Resource-wise Price Discovery

The below table captures resource-wise price discovery that may be used in case of any additional support required for this project.

Resource Level	Rate per person-day (INR)	Cost amount (in INR)	GST applicable on "E" (in INR)	Amount inclusive Taxes (in INR)
	A	B	C	D=(B+C)
Project Lead-cum-Urban Planner				
Transport Planner				
MEP				
Landscape				
Architect				
Structural Engineer / Designer				
Construction Engineer				
Cad operator				
Surveyor				
Total				

Note:

- The above person-month rates are being discovery purposes which may be used for award in case of additional requirements if any.
- This total value calculated in this above table shall not be considered for commercial evaluation.

11 Service Level Agreement

The below table illustrates desired project completion timeline and penalty in case of any deviation

#	Phase	Deliverable	Desired Timeline	Penalty in case of timeline deviation
1.	I	Project Kick-Off Presentation with the Technical Review Committee (TRC)	T + 1 day	Nil
2.	I	Situation Assessment ✓ On-field Survey & Situation Analysis	T + 15 days	Nil
3.	I	Presentation of As-Is Situation Findings and Brainstorming workshop for Macro-level Design envisagement for consent approval from TRC & other key stakeholders	T + 20 days	Nil
4.	I	Submission of Draft Design Feasibility Report with Bid documents, BoQ with Estimate, technical specifications, layouts, Drawings, recommended make/model of materials	T + 40 days	In case of delay, which is solely on the part of the consultant in completing this activity # 4, within the stipulated timeline, a penalty of 1% contract value would be levied on the total contract value for every week of delay
5.	I	Review of Design Feasibility Report by TRC	T + 45 days	Nil
6.	I	Incorporating all recommendations by the TRC and submission of Final Design Feasibility Report	T + 50 days	Nil
7.	I	Submission of Good for Construction Drawings, respective BOQs etc. for construction	T + 70 days	In case of delay, which is solely on the part of the consultant in completing this activity # 7, within the stipulated timeline, a penalty of 1% contract value would be levied on the total contract value for every week of delay
8	II	Support during Bid Process Management for selection of contractor for commissioning the envisaged re-designed Road	1 month	Nil

#	Phase	Deliverable	Desired Timeline	Penalty in case of timeline deviation
9.	II	Project Monitoring, Evaluation & Reporting	Entire construction contract period	Nil
10.	II	Audit & Sign-off of the Commissioning of Re-designed Roads	15 days	

Note:” T” commences from issue of Letter of Acceptance

Note: The all penalties put together are capped to maximum of 10% of contract value

12 Model Form of Contract

AGREEMENT FOR CONSULTANCY SERVICES

This Agreement (hereinafter called the "Agreement") is made on the _____ day of the _____ 2017

By

&

BETWEEN

_____ having its office at Ripon Building, Amma Maligai, Chennai 600003 (hereinafter called "Client", which expression shall unless excluded by or repugnant to the context deemed to include its successor/s in office) of the First Part;

AND

_____, a private limited company, incorporated under the Companies Act, 1956, having its registered office at _____ (hereinafter called the "Consultant", which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its successors in interest and permitted assigns) of the Second Part;

Client and the Consultant are hereinafter collectively referred to as "Parties" and individually as a "Party".

WHEREAS

- a) Client issued a Work Order being No. _____ dated _____ (hereinafter "Work Order") for engaging the Consultant for certain consultancy service relating to _____ on the basis of the Proposal submitted by the Consultant on _____ (hereinafter "Proposal");
- b) The Parties have agreed to enter into this Agreement to govern the way in which the Consultant shall provide the consultancy services to Client.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT AND ADEQUACY OF WHICH IS HEREBY ACKNOWLEDGED, IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

1. DOCUMENTS FORMING PART OF THIS AGREEMENT

The following documents which referred in this Agreement shall form an integral part of this Agreement:

- a) Work Order;

- b) Proposal;
- c) Consultant's scope of Work and Responsibilities – (as per Scope of Work in Section 6 of the RFP)

2. PRECEDENCE OF DOCUMENTS

The documents forming integral part of the Agreement shall be read as mutually explanatory of each other. In case of any discrepancy or inconsistency between the provisions of any of the abovementioned documents, the documents shall have priority in the following order:

- (a) Terms and conditions mentioned in this Agreement;
- (b) Work order;
- (c) Proposal.

3. PROVISION OF SERVICES AND PAYMENT

The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Agreement. In particular:

- (a) The Consultant shall provide Services to the Client in accordance with the scope of work specified in the Work Order, Section 6 and Proposal.
- (b) In consideration of the services to be provided by the Consultant, the Client shall make payments to the Consultant in accordance with the provisions of the Agreement.

4. TERM OF AGREEMENT

This Agreement shall be effective from the signing of this Agreement (the "Effective Date") and unless terminated earlier, shall continue in force and effect for a period of 14 months from the Effective Date. The Term may be extended with mutual consent of Parties including the commercials discovered in this RFP.

5. Termination

- a) Either Party may terminate this Agreement by giving written notice to the other Party if (i) the other Party materially breaches the Agreement and does not remedy the breach within 30 (thirty) days of receipt of such written notice, or (ii) the other Party is or appears likely to be unable to pay its debts or become insolvent, or (iii) continuously cause breach of applicable law or regulation.
- b) Upon early termination of the Agreement, Client shall pay for all services performed by the Consultant up till the date of termination in accordance with the Payment Schedule mentioned in Clause 9 of this Agreement.

6. STANDARD OF PERFORMANCE

- (a) The Consultant shall perform the services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices.
- (b) The Consultant shall perform the services specified at Section 6, which is made an integral part of this Agreement
- (c) Notwithstanding anything contrary contained in the Agreement, the Consultant shall not be liable for any liquidated damages, penalty or termination on account of non-receipt of bids in response to any RFP prepared by Consultant as part of deliverables under this Agreement. The Consultant shall under no circumstances be required to make, issue or assist in any way in making more than one RFP or make amends to the RFP once the last date for submission of response to the respective RFP has elapsed unless otherwise agreed by the Consultant in writing on mutually agreed terms and conditions. It is expressly agreed that the Client will pay Consultant for preparation of the RFP whether issuance of such RFP amounts to selection of vendor or not case.

7. INTELLECTUAL PROPERTY RIGHTS

Subject to payment of professional fees as provided in Clause 9 of this Agreement, all plans, drawings, specifications, designs, reports, other documents and reports prepared by the Consultant for the Client under this Agreement shall become and remain the property of the Client. The Consultant may retain a copy of such documents, but, except as otherwise required under any law, shall not use anywhere, without taking permission, in writing, from Client and Client reserves right to grant or deny any such request. For the avoidance of doubt it is hereby clarified that (a) Consultant shall continue to retain ownership over its pre-existing intellectual property rights to the extent the same is incorporated into the deliverables; (b) Consultant shall continue to retain ownership over its draft deliverables/internal working papers; (c) subject to Consultant's confidentiality obligations under this Agreement, Consultant shall have the right to use the general skills, knowledge, know-how etc. created during the course of this engagement for its subsequent engagements. Consultant shall provide Client with a non-exclusive and non-transferrable license to use such pre-existing intellectual property rights (to the extent incorporated in the reports and other artefacts) for Client's internal use only. It is clarified that the confidentiality obligations under this Agreement will not apply to information which is already in the public domain or is available/collected/collated/developed by the Consultant independently of this Agreement.

8. OBLIGATIONS OF CLIENT

Client will support with input requirements and facilitate the Consultant for all the services being planned. In order for Consultant to advise Client properly, Client will

make sure (i) any information given to Consultant by Client, or anyone else working with or for Client, is (a) given promptly, (b) accurate and (c) complete; and (ii) any assumption are appropriate. Client acknowledges that Consultant is under no obligation to verify the information given to Consultant relating to the services.

Furthermore at the request of the consultant and whenever required department shall provide the following to the consultant to ensure seamless completion:

- (a) Dedicated formally created steering committee who will interact with the consultant and help address their issues and for attending scheduled meetings.
- (b) Appropriate office space and infrastructure during visits.
- (c) Management support for performing the tasks which shall review the work at intervals and provide necessary support.

9. PAYMENTS

- (a) In consideration of the services and deliverables provided by the Consultant under this Agreement, Client shall pay to the Consultant the consultancy fee (“Fees/Consultancy Fees”) in such manner as is provided in this Clause 9.
- (b) Client shall pay Consultant an amount of Indian Rs. _____ (Rupees _____ only), inclusive of out of pocket expense but exclusive of taxes for rendering services and providing deliverables covered under Scope of Work Section 6 to this Agreement. Service tax/GST as applicable will be paid by the Client extra.
- (c) Acceptance of Deliverables: While Client shall have reasonable time to review the deliverables and for proposing iterations to the deliverables submitted by Consultant, it is hereby agreed that Client will revert to the Consultant as soon as practicable. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

10. LIMITATION OF LIABILITY

The entire and collective liability of Consultant for all claims connected with this Agreement (including but not limited to negligence), whether in contract, tort, statute or otherwise, is limited to the professional fees paid for the services and deliverables provided under this Agreement. Consultant shall not be liable for any indirect or consequential losses of any nature whatsoever or for loss of corruption of data from Client’s systems or for loss profits, goodwill, business opportunity, anticipated savings or benefits.

11. SETTLEMENT OF DISPUTES

- (a) Amicable Settlement

If during the subsistence of the present agreement, Parties have differences or disputes on any matter directly or indirectly related to and/or connected with

this Agreement, the same would be resolved by mutual consultations and for which purpose the Parties shall engage with each other.

(b) Arbitration:

In case the attempt to resolve differences and disputes does not result in amicable settlement within 21(twenty one) days of such reference then, either Party may as per its position initiate disputes redressal by means of arbitration, in India, in accordance with the provisions of Arbitration and Conciliation Act 1997. The arbitration shall be presided upon by a sole arbitrator to be appointed by the mutual consent of the Parties. The venue of such arbitration shall be in Chennai and the language of such arbitration proceedings and that of all documents and communications between the Parties shall be English. The decision of the arbitrator shall be final and binding on the Parties. The expenses of the arbitrator as determined by the arbitrator shall be shared equally by Client and the Consultant. However, the expenses incurred by each Party, in connection with the preparation, presentation of the documents shall be borne by the Party itself. All arbitration awards shall be in writing and shall state the reasons for such award.

12. GOVERNING LAW AND JURISDICTION

This Agreement, its meaning and interpretation, and the relation between the Parties shall be governed by the laws of the state of India (“Applicable Law”). Subject to clause 11 above, the Courts of Chennai shall have exclusive jurisdiction.

13. MISCELLANEOUS PROVISIONS

- i. Any time lost due to unforeseen and unavoidable circumstances on which neither the Consultant nor the Client has any control, will not be attributable to either Party.
- ii. Neither Party may, nor shall have the power to assign or transfer this Agreement without the prior written consent of the other Party.
- iii. If any provision of this Agreement is held to be invalid, in whole or in part, such provision (or relevant part, as the case may be) shall be deemed not to form part of this Agreement. In any event the enforceability of the remainder of this Agreement will not be affected.
- iv. Any waiver of any provision of this Agreement is ineffective unless it is in writing and signed by the Party waiving its rights. A waiver by either Party in respect of a breach of a provision of this Agreement by the other Party is not a waiver in respect of any other breach of that or any other provision. The failure of either Party to enforce at any time any of the provisions of this Agreement shall not be interpreted as a waiver of such provision.
- v. This Agreement contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and

the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

- vi. Any modification or variation of the terms and conditions of this Agreement, including any modification or variation of the scope of the services, may only be made by written agreement between the Parties.
- vii. No Party will be liable to the other if it fails to meet its obligations under this Agreement due to matters beyond its reasonable control.
- viii. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement and which together shall constitute one and the same instrument; provided that neither Party shall be bound to this Agreement unless and until both Parties have executed a counterpart.

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

<p>SIGNED for and on behalf of _____</p> <p>By: _____</p> <p>Signature: _____</p> <p>—</p> <p>Designation: _____</p> <p>Address: _____</p> <p>Witness: _____</p> <p>Name: _____</p> <p>Place: _____</p> <p>Date: _____</p>	<p>SIGNED for and on behalf <successful bidder name>.</p> <p>By: _____</p> <p>Signature: _____</p> <p>Designation: _____</p> <p>Address: _____</p> <p>Witness: _____</p> <p>Name: _____</p> <p>Place: _____</p> <p>Date: _____</p>
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13 Performance Indicators

Following are some mandatory benchmarks to be achieved by the consultants.

- Place making: Creating public spaces reflecting local community's Assets, Culture and Aspirations promoting Safety, Livability and sense of Ownership. Design could also provide scope for art installations, performance plazas, places to socialize etc.
- Context: The design should also consider the context in terms of land use. Designs may differ for busy commercial areas/public places to calmer residential zones. Areas near transportation hubs might need integration of various mobility options like taxis, 3-wheelers, buses and Private cars in the design. Some of the streets could be part of larger movement network, and such routes need to be considered for overall holistic design.
- Inclusive Design: A good design includes people of all walks of life. The design would incorporate elements that would cater to old-young, men-women alike. The design should also consider shop owners, vendors, and adjacent private and public properties and on street parking.
- Pedestrian priority: Wide sidewalks, vegetated medians, shaded spaces, and bulb-outs are all ways of making the pedestrian feel comfortable and slow cars down. It is important to clearly define and segregate NMT and motorised spaces and creating comfortable, safe and unobstructed pedestrian paths encouraging more people to walk.
- Universal design: One of the most important aspect of street design. To create a universally accessible especially for people with disabilities and old people. The designs should be such that they cause minimum inconvenience and provide unobstructed paths especially at property crossings, street crossings and junctions. It must include elements like table top crossings, tactile pavings, guide tiles, bollards, ramps, signages and signals.
- Traffic Movement: The design should help in facilitating the movement of public. It should provide ways to control the speed of traffic and regulate the flow of vehicles. Uniform Carriageways, provision of parking, speed reducing elements, calculated turning radii etc. are some methods.
- Utility management: As mentioned in the scope of work, the proposals should reflect accommodation of utilities (manholes, utility boxes, connections). Additionally, the consultant can suggest alternative ways of utility management if he deems it necessary to enhance the proposal.
- Standard design: The design should follow standards and guidelines as per specified in the RfP. (MoUD, IRC, ITDP, UTTIPEC, etc.)

Additionally, here are some design benchmarks which the consultant can incorporate in the design. These are optional indicators and may not be showcased unless applicable.

- Heritage/History: The street design should reflect the history of the place and respond to the heritage value. Creates richer experience and imageability.

- Economically Viable: If the design is something too extravagant, the entire plan won't be built, which could really backfire upon the entire design and the livability of the new development.
- Material selection: Sustainable use of natural resources. The choice of materials should be based on economic practicality, aesthetics, strength & durability, weatherproof, innovation, ease of availability and replaceable.
- Ecology: Planting of non-aggressive native trees, Consideration of local watersheds, Rainwater harvesting, Retaining existing flora, careful use of natural resources, Use of ecologically sensitive techniques, improving existing ecology.
- Smart City: As a part of Smart City Initiative, the design should propose smart elements or at least have ability to accommodate the elements like smart poles, and other amenities, etc.

14 Annexure:**14.1 Details of Package-wise of Roads**

Road design packages			
Package	Name of streets	Length in m	Avg ROW
1	1.Prakasam Road	184	20
	2.Gopinath Narayanaswami Road + Flyover Underspace Redevelopment	2170	20
	3.Bazullah Road	765	17
	4.Venkatnarayana Road	1220	17
	5.Burkit Road	795	14
	6.Dr. Nair Road	557	15
	7.Thanigachalam Road	784	15
	8. Panagal Park Rd (Nageshwara Rd)	201	24
	Total length	6676	

NOTE: In all the four packages, every intersections along the streets of the respective packages should be redesigned. Some major intersections are marked in the attached map for reference. Intersections that occur between streets of two different packages have been marked on the respective package's map to clarify on which package they come under.



14.2 Performance Bank Guarantee

To:

The Commissioner
Greater Chennai Corporation, Government of Tamil Nadu

Bank Guarantee No.
Amount of Guarantee:
Guarantee covers from
Last date for lodgment of claim:

Whereas, <name of the supplier and address> (hereinafter called “the bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <name of the assignment> to GCC (hereinafter called “the beneficiary”)

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, **<Name of Bank>** a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of **Rs.<Insert Value> (Rupees <Insert Value in Words> only)** and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. **<Insert Value> (Rupees <Insert Value in Words> only)** as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until *<Insert Date>*)

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed **Rs. <Insert Value> (Rupees <Insert Value in Words> only).**
- II. This bank guarantee shall be valid up to *<Insert Expiry Date>*)
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before *<Insert Expiry Date>*) failing which our liability under the guarantee will automatically cease.

14.3 Declaration against Blacklisting

(To be submitted on the Letterhead of the responding agency)

{Place}

{Date}

To:

The Commissioner,

Greater Chennai Corporation

Ref : RFP Notification no <xxxx> dated <dd/mm/yy>

Subject: Self Declaration of not been blacklisted in response to the **RFP for Selection of Consultancy for redesigning of Major Roads - (ABD) Chennai Smart City, RFP No <xxx>**.

Dear Sir,

We confirm that our company, _____, is not blacklisted in any manner whatsoever by any of the State and/or central Government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

Place:

Date:

Bidder's Company Seal:

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation: