



GOVERNMENT OF TAMIL NADU

**REQUEST FOR PROPOSAL FOR CONSULTANCY
SERVICES FOR OBTAINING CRZ CLEARANCE FOR
CONSTRUCTION OF CONNECTING TUNNEL FOR
PEDESTRIANS AND IMPROVEMENTS TO EXISTING
CAUSEWAY IN SANTHOME HIGH ROAD, CHENNAI**

LUMP SUM

**LEAST COST SELECTION
(LCS)**

**CHENNAI RIVERS RESTORATION TRUST
No.75, Santhome High Road
5TH FLOOR, URBAN ADMINISTRATIVE BUILDING,
RAJA ANNAMALAI PURAM,
CHENNAI – 600 028**

DISCLAIMER

The information contained in this Request for Proposal (RFP) or subsequently provided to Bidder/s Consultants, whether verbally or documentary form by or on behalf of the Chennai Rivers Restoration Trust (CRRT) or any of their representatives, employees or Advisors (collectively referred to as “CRRT Representatives”) is provided to Bidder(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation by the CRRT Representatives to any party other than the entities who are qualified to submit their proposal (Bidder/s). The purpose of this RFP document is to provide the Bidder with information to assist the formulation of their Proposal. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons and it is not possible for the CRRT Representatives, their employees or advisors to consider the investment objectives, financial situation and needs of each party who reads or uses this RFP document. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in the RFP document and where necessary obtain independent advice from appropriate sources. The CRRT Representatives, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

The CRRT Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

LETTER OF INVITATION

Dear Sirs,

Subject: Consultancy Services for obtaining CRZ Clearance for construction of connecting tunnel for pedestrians and improvements to existing causeway in Santhome High Road, Chennai– reg.

1. You are hereby invited to submit, Qualification and Financial proposals for Consultancy Services for obtaining CRZ Clearance for construction of connecting tunnel for pedestrians and improvements to existing causeway in Santhome High Road, Chennai, which could form the basis for future negotiations and ultimately a contract between your firm and CRRT.
2. The purpose of this assignment is to obtain CRZ Clearance for construction of connecting tunnel for pedestrians and improvements to existing causeway in Santhome High Road, Chennai.
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 with updates thereupon.
4. The following documents are enclosed to enable you to submit your proposal:
 - (a) Terms of reference (TOR) (Annexure 1);
 - (b) Qualification Criteria (Annexure 2);
 - (c) Supplementary information for consultants (Annexure- 3);
 - (d) A Sample Form of Contract for Consultants' Services under which the services will be performed (Annexure 4); and
 - (e) Bank Guarantee (Annexure 5);
5. A pre-proposal conference open to all prospective consultants will be held on **27-04-2023 @ 15.00 hrs** in CRRT. The prospective consultant 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 in the Web site www.chennaiivers.gov.in. Pre-bid minutes, Addendum -Corrigendum and extension if any will be uploaded only in the above websites. No new advertisement will be published in the Newspapers.

The clarification / queries relating to the assignment to be sent to the following Email: pd.crrt@gmail.com, po.crrt@gmail.com, environs.crrt@gmail.com before the pre-bid meeting and the clarifications will be issued as part of the minutes of the pre-bid meeting.

6. **The Submission of Proposals:**
 - 6.1 The proposals addressed to The Member Secretary shall be submitted in two parts, viz., Qualification and Financial proposal and should follow the form given in the "Supplementary Information for Consultants."
 - 6.2 The “Qualification” and "Financial" proposals must be submitted in two separate sealed envelopes (with respective marking in bold letters) following the formats/schedules given in the Qualification for consultants (Annexure-2), supplementary information for consultants (Annexure-3). The first envelope marked “Qualification” in one separate cover, viz., Cover-1 must be sealed with sealing wax and initialed twice across the seal. This cover should contain the

EMD of Rs.30,000/- (Thirty Thousand only) in the form of DD to be taken in the name of “THE MEMBER SECRETARY, CHENNAI RIVERS RESTORATION TRUST”, payable at Chennai from any of the Scheduled bank recognized by RBI. The Earnest Money Deposit of unsuccessful consulting firms will be returned within 45 days after award of contract.

- 6.3 The first envelope should not contain any cost information whatsoever. The second envelope viz., Cover-2 marked "Financial Proposal for the captioned project" must also be sealed with sealing wax and initialled twice across the seal and should contain the detailed price offer for the consultancy services.

You will provide detailed breakdown of costs and fees as follows:

- Staffing billing rate plus overheads;
- Travel and accommodation;
- Report reproduction; and
- Others (if any) Pl. specify

The sealed envelopes Cover 1 and Cover 2 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 “The Member Secretary, Chennai Rivers Restoration Trust, 75, Santhome High Road, 5th Floor, Urban Administrative Building, Raja Annamalaipuram, Chennai – 600 028”, up to **15.00 hours on 22.05.2023**.

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 consultant unopened treating as “Not Qualified”.

6.4 **Opening of proposal**

The proposals {first envelope (cover 1) containing Qualification criteria only} will be opened by The Member Secretary, CRRT or his authorized representative **at 15.30 hours on 22.05.2023** in the office of Chennai Rivers Restoration Trust, 75, Santhome High Road, 5th Floor, Urban Administrative Building, Raja Annamalaipuram, Chennai – 600 028. It may please be noted that the second envelope containing the Financial proposal will not be opened until Qualification evaluation has been completed and the result approved and notified to all consultants.

7. **Evaluation**

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

- i) the qualification of consultants will be verified, which will be carried out prior to opening of financial proposal (as per Annexure 2)
- ii) a financial evaluation.

7.2 **Qualification Proposal**

Firms who have the following qualifications may submit the proposal –

- (i) The Consultant should be accredited by NABET for Sector No.33 (Category A) i.e. Ports, Harbours, Jetties, Marine Terminals, Breakwaters and Dredging. (Copy of the NABET accreditation letter with validity date shall be enclosed).
- (ii) The consultant should have one completed assignment in getting clearance from SCZMA/MoEF in Sector No.33 (Category A). For completed experience, copy of the

MoEF clearance letter for the assignment along with work order / agreement with the client shall be enclosed).

- (iii) Company should have their own NABL Accredited laboratory for conducting baseline studies or shall have a tie up with an NABL approved Laboratory. Copy of the agreement details between the firm and the accredited laboratory should be furnished along with the bid submission with an undertaking that the samples will be analysed in the approved Laboratory for this project. (Copy of the NABL accredited LAB letter with validity date shall be enclosed).

It should be noted that “assignment along with client certificate will only be considered for evaluation and the proof of experience shall be in the name of bidding firm only)”.

(iv) Covers without EMD will be treated as not qualified.

(v) Conditional Tenders will be summarily rejected.

Qualified firm’s proposals will only be considered for financial evaluation. The financial envelopes of others will not be considered and returned unopened after completing the selection process.

7.3 **Financial Proposal**

7.3.1 Opening: The financial proposal of the qualified firms shall be opened in the presence of the consultants’ representatives who choose to attend. The client will prepare minutes of bid opening.

7.3.2 Evaluation: The evaluation committee will determine if the Financial Proposals are complete and without computational errors. The evaluation excludes taxes. The consultants are ranked as L1, L2, L3 and so on in an ascending order of evaluated value of the percentage quoted.

The evaluation committee will determine if the financial proposals are complete and without computational errors. The evaluation shall exclude all taxes.

7.3.3 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.

8.2 Negotiations will commence with a discussion of your costing. 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).

8.4 The negotiations will be concluded with a review of the draft form of Contract. The Client and the Consultants will finalize the contract to conclude negotiations.

8.5 The Contract will be awarded after successful negotiations, with the selected Consultant. 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:**

The Consultant 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 Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant 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 EMD/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 CRRT is not bound to select any of the firms submitting proposals. Further, as quality is the principal selection criterion, the CRRT does not bind itself in any way to select the firm offering the lowest price.
11. 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 CRRT will make its best efforts to select a consultant firm within this period. CRRT reserves the right to postpone / cancel this RFP at any point of time without assigning any reason, whatsoever.
12. Please note that the cost of preparing a proposal and of negotiating a contract including visits to CRRT/Project site, if any is not reimbursable as a direct cost of the assignment.
13. Assuming that the contract can be satisfactorily concluded in June 2023, you will be expected to take-up / commence with the assignment in June 2023.
14. The successful bidder will be invited for signing agreement. The bidder is requested to furnish a performance Security of 5% of the finalized contract price in the form of Irrevocable Bank Guarantee from any one of the Nationalized Bank in India taken in favour of “The Member Secretary, Chennai Rivers Restoration Trust” valid for a period of **7 months**. 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. 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 Consultant in the event of breach of the work assigned in the ToR or the finalized Agreement.
15. The Earnest Money Deposit of the successful Tenderer will be discharged when the Tenderer furnishes the required Performance Security and signs the Agreement.
16. The Earnest Money Deposit may be forfeited
 - If the consulting firm withdraws the tender after Tender opening during the period of validity of the tender.
 - If the consulting firm withdraws the Tender after the issue of letter of acceptance of his Tender.

- In the case of a successful consulting firm, if the consulting firm fails within the specified time limit to:
 - furnish the required performance security or
 - sign the Agreement
 - accept the Letter of Intent
 - If the consulting firm has furnished incorrect information on qualification and experience.
17. Client means CRRT.
 18. Please note that mobilization advance/Advance Payment will not be given to the Consultant.
 19. Joint Ventures / Associations are not allowed except for tie-up with the Lab as mentioned earlier in the qualification clause.
 20. 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.
 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 Consultants.
 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 Chennai.
 23. If the successful tenderer fails to honor their commitment after award of the Letter of Intent (LoI), their name will be blacklisted and will not be considered for availing services by CRRT for future assignments. Further, their name will be recommended to Government of India, Government of Tamil Nadu and Institutions sponsored by Government of Tamil Nadu for blacklisting.
 24. Please note that conditional bids will be rejected.
 25. Test of responsiveness:
 - i. Qualification Proposal along with EMD – Cover 1
 - ii. Financial Proposal – Cover 2
 - iii. All the pages of above proposals (addendums / corrigendum issued, if any) shall be duly sealed and signed by the bidders authorized representative.

Yours faithfully,
-Sd/-
Member Secretary,
CRRT

Enclosures:

1. Terms of Reference.
2. Qualification Criteria format to Consultants.
3. Supplementary Information to Consultants.
4. Draft contract under which service will be performed.
5. Format for Performance Security

Terms of Reference for obtaining CRZ clearance for construction of connecting tunnel for pedestrians and improvements to existing causeway in Santhome High Road, Chennai

I. Objective:

The objective of the assignment is to obtain CRZ Clearance for construction of connecting tunnel for pedestrians and improvements to existing causeway in Santhome High Road, Chennai. The current proposal intends to engage NABET accredited consultants to get necessary CRZ Clearance from respective authorities.

II. Scope of work

The scope of work are and is not limited to the following -

1. Conducting Baseline studies on Ambient Air quality, Water quality, Soil quality, Noise, Ecology, Marine environment, Socio Economic Study & preparing Environmental Management Plan, for the proposed works & Obtaining CRZ clearance from DCZMA/SCZMA/ MoEF&CC. The studies shall be conducted as per the guidelines given by MoEF.
2. The consultant to collect minimum of 6 surface water samples and 4 ground water samples. The consultant shall collect sediment samples at minimum 4 locations (locations will be given after award of contract). The consultant shall collect minimum ambient air samples at 4 locations (locations will be given after award of contract). The consultant shall collect ambient noise samples at minimum 4 locations (locations will be given after award of contract).

Parameters for sampling

Water Samples

General Parameters	Nutrients	Major Ions	Toxic Metals*	Microbiology
Colour, Odour Temperature, pH	Ammonia, Nitrite Nitrate, Inorganic	Mg ⁺ , Ca Na ⁺ , K ⁺	Cr, As, Pb, Hg, Ni, Cd.	Total Coliforms, Faecal Coliforms

Electrical Conductivity Dissolved Oxygen, Total Dissolved Solids Salinity, Turbidity Biochemical Oxygen Demand , Chemical Oxygen Demand Total Suspended Solids	Phosphate, Total Phosphorus , Total Nitrogen	CO ₃ ⁻ , HCO ₃ ⁻ Cl ⁻ , SO ₄ ⁻	Fe	
Ground Water Samples				
General Parameters	Nutrients	Major Ions	Toxic Metals*	Microbiology
Colour, Odour, Temperature, pH, Electrical Conductivity, Total Dissolved Solids, Salinity, Chemical Oxygen Demand	Nitrite, Nitrate, Inorganic Phosphate	Mg ⁺ , Ca ⁺ Na ⁺ , K ⁺ CO ₃ , HCO ₃ ⁻ Cl ⁻ , SO ₄ ⁻	Cr, As, Pb, Hg, Ni, Cd, Fe	Total Coliforms, Faecal Coliforms

Soil

General Parameters	Nutrients	Toxic Metals*
pH, Salinity, Oil and Grease, Sodium Absorption Ratio, Sediment Texture, a. Sand b. Silt c. Clay	Organic Carbon, Nitrate, Phosphate	Cr, Pb, Hg, Ni, Cd, Zn, Fe

Air and Noise

Air Monitoring	General Parameters
	CO, NO _x , PM _{2.5} , PM ₁₀ , SO ₂ , Arsenic and Nickel, Ozone, Lead, Ammonia, Benzene, Benzo Pyren
Noise Monitoring	Noise Levels on dB (A) scale

3. The consultant to assess the anticipated environmental impact on various environments and propose mitigation measures, best environmental practices and conservation of natural resources.
4. Conducting EIA studies as per guidelines of MoEF&CC.
5. The consultant to conduct additional studies such as Disaster Management Plan and Risk Assessment report.
6. The selected consultant have to be present for various rounds of discussion at client location as and when required. The necessary cost for local conveyance shall be borne by the consultant.
7. The client would obtain the HTL map from authorized agency with superimposing the works as required for CRZ clearance. The consultant to coordinate with the agency during the preparation of the HTL/LTL map and receive the map as per the requirements for getting CRZ clearance. The consultant to prepare and submit application Form 1, rapid EIA report including marine and terrestrial component, Disaster management plan, Risk assessment report and Environmental Management Plan and other information as mentioned in the CRZ Notification 2011 and present to the DCZMA/SCZMA/MoEF&CC.
8. If required, the consultant to discuss and get approval the findings of the baseline study and the final reports to any authorized agency/institution as directed by DCZMA/SCZMA/MoEF&CC.
9. The consultant to follow up and assist CRRT throughout the process of obtaining CRZ clearance from DCZMA/SCZMA/MoEF&CC as required.
10. The above assignment also includes making necessary presentations, documents, reports and meetings with various levels of Government/ Stakeholders and institutions whenever necessary as required in achieving the objective of the assignment.
11. Other studies, surveys, assessments, etc., in order to successfully obtain the necessary clearances.
12. Separate reports to be prepared and submitted for DCZMA, SCZMA and MoEF&CC. The consultant has to be make necessary submissions (forms, reports, documents,

drawings, etc.) and make presentation in DCZMA, SCZMA and MoEF&CC, as required in obtaining the necessary clearances from DCZMA/SCZMA / MoEF&CC. The number of copies will be as required by DCZMA/SCZMA and MoEF&CC. The travel cost and other costs for the same shall be borne by the consultants.

13. The consultant to prepare and submit including making necessary changes in the documents provided by CRRT for submission to various agencies.
14. As the project may involve other line departments, the consultant to discuss the proposals with the concerned line departments as required.

III. Payment Terms

The Payment Terms will be:

1. **Stage I:** 40% of the total consultancy fees, for conducting baseline data and other secondary data needed, preparation of Form 1, rapid EIA, additional studies if required, EMP, Disaster Management Plan, Risk Assessment and other documents and details as mentioned in the CRZ Notification 2011, submission and getting approval from DCZMA.
2. **Stage IV:** 30% of the total consultancy fees, on obtaining CRZ Clearance from SCZMA.
3. **Stage V:** 30% of the total consultancy fees, on obtaining CRZ clearance from MoEF&CC.

IV. Data and Services of Client

The consultant would be provided with Finalized DPR, survey details, Concepts, HTL/LTL map and other available data from CRRT on as is where basis. Statutory / Processing fees for submitting the reports to DCZMA/SCZMA/ MoEF&CC will be paid by CRRT.

V. Duration of the Assignment

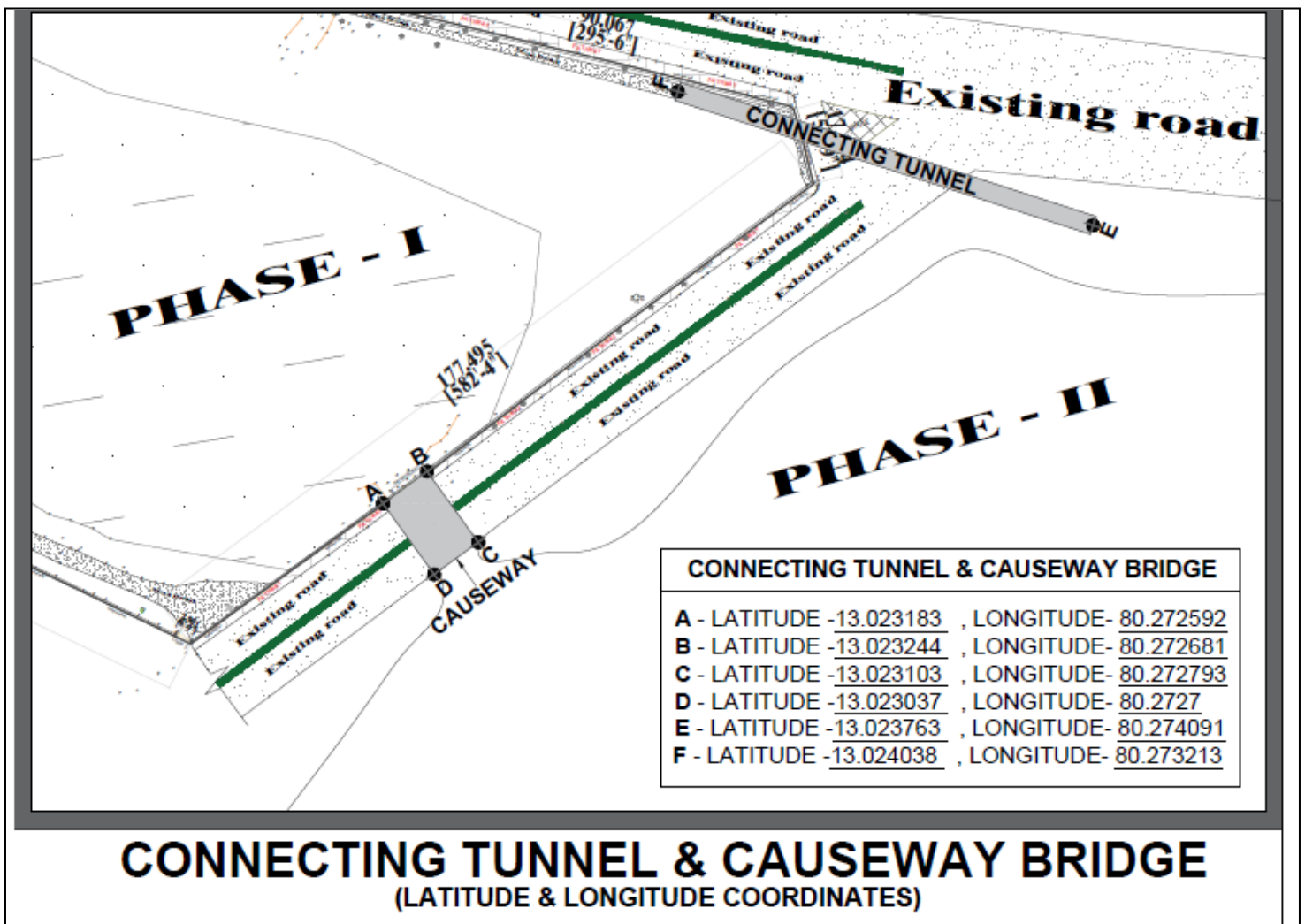
The duration of the assignment is estimated around Seven months. No additional cost would be reimbursed for any delay in obtaining the clearances or for the number of times the consultants are required to appear before the Clearance Committee.

VI. Deliverables

1. Copies of dully filled Form 1 and other documents with all annexure as required by DCZMA/SCZMA/MoEF&CC and additional 2 copies to CRRT.
2. All raw data /final report shall be submitted in Soft / Hard copies.
3. The consultants shall prepare / submit complete set of necessary reports, documents, drawings and other details as required by DCZMA/SCZMA/MoEF&CC. The cost for these shall be borne by the consultants.

List of works required for CRZ Clearance

S.N	Description of the Project
1	Causeway
2	Connecting Tunnel



QUALIFICATION CRITERIA FOR CONSULTANTS

I. General

1. Brief description of organization
2. Outline of experience of assignments :

II. Assignment details

- (i) Name of the project
- (ii) Name of the owner or sponsoring authority
- (iii) Brief description of assignment
- (iv) Cost of Consultancy assignment (Fees)
- (v) Cost of the Project cost
- (vi) Copy of the Work Order / Agreement with Client
- (vii) Copy of the MoEF&CC clearance letter for the assignment and the work order / agreement with the client shall be enclosed.

III. Accreditation

- (i) (Copy of the NABET accreditation letter with validity date shall be enclosed).
- (i) (Copy of the NABL accredited LAB letter with validity date shall be enclosed).

IV. Attach Client certificate for completion of project

1. Date of commencement
2. Date of completion
3. Client certificate attached Yes / No

VI. Contact Person / Details:

Name :

Phone No:

email id :

VII. EMD Details:

SUPPLEMENTARY INFORMATION FOR CONSULTANTS

Proposals

(1) Financial Proposals

The financial proposals should include the Schedule of Price Bid in Form No.F 6.

(2) Contract Negotiations

The aim of the negotiation is to reach an agreement on all points with the consultant and initial a draft contract by the conclusion of negotiations. Negotiations commence with a discussion of Consultant's proposal, costing. Agreement will then be reached on the final Terms of Reference. Based on these, adjustments necessary will be discussed and agreed. The Contract will be awarded after successful negotiations, with the selected Consultant. If negotiations fail, the Client will invite the Consultants having obtained the second highest score to Contract negotiations.

(3) Contracts with Team Members.

Firms are advised against making firm financial arrangements with prospective team members prior to negotiations.

(4) Nomination of Experts

Having selected a firm partly on the basis of an evaluation of personnel presented in the firm's proposal, CRRT expects to 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, CRRT 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.

(5) Terms of Payment

The mode of payments to be made in consideration of the work to be performed by the consultant shall be as follows:

As per ToR

Note: All payments shall be made on submission of bills by the consultants only after they satisfy all compliances of agreement within 15 days of receipt of invoice.

(6) Review of reports

CRRT will review all documents of consultants and suggest any modifications/changes considered necessary within 15 days of receipt of the same.

FORM F-1

From

To

Sir:

Hiring of Consultancy services for _____ of _____ Regarding

I/We _____ consultant/consultancy firm/organization herewith enclose Qualification and Financial Proposal for selection of my/our firm as consultant 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 Labour Standards”) in the implementation of the project. We undertake to comply with the Core Labour 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,

Signature: _____

Full name _____

and address: _____

(Authorized Representative)

FORM F-2

ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED

1. Brief Description of the Firm/Organization:

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 Obtaining CRZ clearance</u>
1	2	3	4	5	6	7

Note: Please attach certificates from the employer by way of documentary proof. (Work Order along with proof of obtaining CRZ clearance)

FORM F-3,4 & 5

Deleted

FORM NO.F-6

SCHEDULE OF PRICE BID

<u>Items</u>	<u>Amount</u>	
	<u>In figures</u>	<u>In words</u>

1. Fees for Consultancy services for

----- _____
2. GST @ 18 % _____
3. Total (Fees plus GST) _____

Signature of Consultant
(Authorized representative)

Cost Estimate of Services

I. 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) Staff | _____ | | | |
| b) " | _____ | | | |
| c) " | _____ | | | |
| d) | | | | |
| e) | | | | |

Sub-Total (Staff) _____

II. Direct Expenses:

- a) Field survey for checking levels
- b) Printing & Stationery and
- c) other expenses (Please specify)

Sub-Total (Direct Expenses) _____

III. Out-of-Pocket Expenses:

a) Per Diem ¹	Room	Subsistence <u>Cost</u>	Total	Days
			_____	_____

b) Air fare: _____

c) Lump Sum Miscellaneous Expenses:² _____

Sub-Total (Out-of-Pocket) _____

Contingency Charges: _____

TOTAL COST ESTIMATE _____

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

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

Consulting Services

Draft Letter of Contract for Assignments Carried out by Consultants

Subject: (Name of Assignment) (Name of Consultant)

1. Set out below are the terms and conditions under which (Name of Consultant) has agreed to carry out for (Name of Client) the above mentioned assignment specified in the attached Terms of Reference.

2. For administrative purposes (Name of responsible staff of Client) has been assigned to administer the assignment and to provide [Name of Consultant] with all relevant information needed to carry out the assignment. The services will be required in (Name of Project) for about _____ days/months, during the period from _____ to _____.

3. The (Name of Client) may find it necessary to postpone or cancel the assignment and/or shorten or extend its duration. In such case, every effort will be made to give you, as early as possible, notice of any changes. In the event of termination, the (Name of Consultants) shall be paid for the services rendered for carrying out the assignment to the date of termination, and the [Name of Consultant] will provide the (Name of Client) with any reports or parts thereof, or any other information and documentation gathered under this Contract prior to the date of termination.

4. The services to be performed, the estimated time to be spent, and the reports to be submitted will be in accordance with the attached Description of Services.

5. This Contract, its meaning and interpretation and the relation between the parties shall be governed by the laws of Union of India

6. This Contract will become effective upon confirmation of this letter on behalf of (Name of Consultant) and will terminate on _____, or such other date as mutually agreed between the (Name of Client) and the (Name of Consultants) or till the date of completion of the assignment.

7. Payments for the services will not exceed a total amount of Rs. _____.

The (Name of Client) will pay (Name of Consultant), within 15 days of receipt of invoice (after acceptance of the outputs), which is as follows:

Amount	Currency
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Submission of Reports as per ToR.	
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8. The above remuneration includes all the costs related to carrying out the services, including overhead and any taxes imposed on ..[Name of Consultants.]

9. The [Name of Consultants] will be responsible for appropriate insurance coverage. In this regard, the [Name of Consultants] shall maintain workers compensation, employment liability insurance for their staff on the assignment. The Consultants shall also maintain comprehensive general liability insurance, including contractual liability coverage, third party insurance adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of the [Name of Consultants] or its staff or sub consultants. A copy of the following shall be handed to the client:

(a) Professional liability insurance, with a minimum coverage of value of assignment [award value];

9. The [Name of Consultants] shall indemnify and hold harmless the (Name of Client) against any and all claims, demands, and/orjudgments of any nature brought against the (Name of Borrower) arising out of the services by the [Name of Consultants] under this Contract. The obligation under this paragraph shall survive the termination of this Contract.

10. The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

11. The consultants shall mobilize the key personnel as per the schedule of activities indicated in their technical proposal and commence work within 7 days from the date of receipt of the LoI. Failing to comply with this will be considered as non-mobilization of key personnel and the client reserves the right to cancel the consultancy work.

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 Consultant in the event of breach of the work assigned in the ToR or the finalized Agreement.

13. All final plans, drawings, specifications, designs, reports and other documents or software submitted by the [Name of Consultants] in the performance of the Services shall become and remain the [property of the Client]. The Consultants may retain a copy of such documents but shall not use them for purposes unrelated to this Contract without the prior written approval of the Client.

14. The Consultant undertake to carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment, and to ensure that the staff assigned to perform the services under this Contract, will conduct themselves in a manner consistent herewith.

15. The Consultant will not assign this Contract or sub-contract or any portion of it without the Client's prior written consent.

16. The [Name of Consultants] shall pay the taxes, duties fee, levies and other impositions levied under the Applicable law and the Client shall perform such duties, in regard to the deduction of such tax, as may be lawfully imposed.

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

18. 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 Chennai.

Place:

Date :

Thiru._____

(Signature on behalf of Client)

Thiru._____

(Signature on behalf of Consultant)

Format of Performance Security (Bank Guarantee)

To

The Member Secretary
Chennai Rivers Restoration Trust
75, Santhome High Road
5th Floor, Urban Administrative Building
Raja Annamalaipuram,
Chennai – 600 028

In consideration of CRRT Fund 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 (here in after 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 for Consultancy Services for obtaining CRZ Clearance for construction of connecting tunnel for pedestrians and improvements to existing causeway in Santhome High Road, Chennai 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 Seven months 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, 2023

LIST OF ANNEXES

Annex A: Terms of Reference and Scope of Services

Annex B: Consultants Personnel

Annex C: Consultant's Reporting Obligations