



HINDU RELIGIOUS AND CHARITABLE ENDOWMENTS (HR&CE) DEPARTMENT

119, Uthamar Gandhi Salai, Nungambakkam, Chennai- 34, <https://hrce.tn.gov.in>

NOTICE INVITING TENDER NO. 103658 /2023/G1 Dated : 01.04.2025

e-Tender are invited for Empanelment of Project Management Consultancy Services for Master Plan works, Development works and other works of the HR&CE Department on the following date & time in the procurement portal www.tntender.gov.in

Date of Publishing of tender documents	03.04.2025
Pre-bid Meeting	15.04.2025 at 3:30 pm
Due Date for submission of tender	05.05.2025 before 3:00 pm
Opening of Technical part	05.05.2025 at 4:00 pm

The notice documents can be downloaded free of cost from the following website <https://hrce.tn.gov.in/>

DIPR / 1299/ Tender / 2025

Commissioner

Hindu Religious and Charitable Endowments (HR&CE) Department
119, Uthamar Gandhi Salai, Nungambakkam, Chennai- 34,
<https://hrce.tn.gov.in>

NOTICE INVITING TENDER NO. 103658/2023/G1 DATED. 01-04-2025

Two Envelope – E-Procurement

**Expression of Interest (EOI) cum Request for Proposal (RFP) for
Empanelment of Project Management Consultancy Services for
Tamil Nadu Hindu Religious and Charitable Endowments (HR&CE) Department**

Date of Release of REOI	03-04-2025
Last date for send query online	11-04-2025, 5.00PM
Pre-bid Meeting	15-04-2025 at 3:30 pm
Proposal Due Date	05-05-2025 before 3:00 pm
Opening of the Proposal	05-05-2025 at 4:00 pm

DISCLAIMER

The information contained in this Expression of Interest cum Request for Proposal (RFP) For Empanelment of Project Management Consultancy Services or subsequently provided to Consulting firms, whether verbally or documentary form by or on behalf of the *Tamil Nadu Hindu Religious and charitable Endowments Department* or any of their representatives, employees or Advisors (collectively referred to as the "Client") is provided to Bidder(s) on the terms and conditions set out in this EOI Document and any other terms and conditions subject to which such information is provided.

This EOI cum RFP document is not an agreement and is not an offer or invitation by the Client Representatives to any party other than the entities who are qualified to submit their proposal (Bidder(s)). The purpose of this EOI cum RFP document is to provide the Consulting firms with information to assist the formulation of their Proposal. This EOI cum RFP document does not purport to contain all the information each firm may require. This EOI cum RFP document may not be appropriate for all persons and it is not possible for the Client Representatives, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this EOI cum RFP document. Each firm should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in the EOI cum RFP document and where necessary obtain independent advice from appropriate sources. The Client 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 EOI cum RFP document.

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

1 Introduction

The Government of TamilNadu after examining the various previous enactments enacted the Hindu Religious and Charitable Endowments Act, 1959 with the intention of ensuring the administrative regulation and supervision of Temples, Matts and Endowments so as to enable their religious autonomy, financial viability and effective administrative and the necessity to be monitored by the Government.

Now, the Department intends to avail services of qualified and experienced Consultancy firms through this empanelment process for Project Management Consultancy Services in HR&CE Projects. Applications are invited online in two cover system from reputed Consultancy firms having required qualifications, technical background, team strength, appropriate registrations and meet the qualification criteria set out in this document.

2 Scope of Work

The Master Plan, all drawings and DPR for the Project is already prepared by HRCE Department. The objective of the Consultant is to provide an independent verification of the drawings and other documents submitted by the architects and scrutinise the same with relevant and technical standards.

The Consultant shall systematically review the specifications, drawings, and construction methodologies with aims to ensure that the works are carried out in accordance with the conditions of the contract. While providing the services the Consultant shall adhere to established standards and norms pertaining to quality of work, specifications, procedures, project management etc.

The consultant's recommendations are to be sound from the point of view of safety, durability, economy, functional parameters, aesthetics etc and is required to ensure compliances relevant codes of practice.

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- Conduct scrutiny and review of all the studies related to the project with particular emphasis on updated technology considerations and with guidelines relevant and other standards where applicable.
 - Ensuring the works is being carried out in accordance with the approved designs, drawings & specifications.
 - Interact with HRCE ENGINEERS/OFFICERS or any other authority for collecting additional information for checking the design basis, design philosophy and parameters, checking of detailed design/drawings/guidelines related to them.
 - Reviewing topographic and soil investigation reports.
 - Reviewing the geo–technical investigations and the safe carrying capacity of the soil during construction work.
 - Reviewing all CAD drawings submitted by the Architects.
 - Ensuring the Compliance of Statutory approvals / Clearances / Standards relevant to the project
 - To review and approve various shop drawings, design of shuttering and staging etc as submitted by the Architects.
 - Conduct the pre–construction review of manufacturer's test reports and standard samples of manufactured materials and other materials as may be required.
 - Review and approve various construction/installation methodologies submitted by the contractor.
 - Review of scheduling including construction schedule
 - Review and approve the quality assurance plan
 - Review project completion up to the level of sub–activities, physical and financial progress and overall monitoring of project implementation
 - Undertake detailed site inspection and construction supervision of all the activities
 - To review and approve drawings of temporary works or any other work as per the requirement submitted by the Architects wherever required. Review proposals on

construction technology of various items of work and suitable modifications shall be suggested keeping in view the technical requirements, contractual provisions, safety measures, sequential operation of various items, time frame, compatibility of work programme, proposed deployment of personnel and equipment and site conditions.

- To review and advise on any issue referred by HRCE Engineers with reference to quality of any material, workmanship or any other issue related to construction work.
- To review and recommend any changes in design, if proposed by HRCE engineers during execution of project.
- To review the quality assurance manual, quality assurance plans, method statements, maintenance manual, 'as built drawings' and suggest modifications, if required.
- Ensure the works are being carried out in accordance with the approved designs, drawings & specifications and reporting the same to HRCE engineers In case of any discrepancy, the same has to be notified to HRCE and the contractor and ensure that remedial action in a time bound manner.
- To assist HRCE officials, Engineers in periodical meetings to review progress achieved with respect to the approved program.
- Submit fortnightly progress reports along with milestones, delays and the action plan to curtail the delays
- Recommendations and Certification of the submissions so as to facilitate the HRCE Engineer/Official in final acceptance.
- Co-ordinate contractor mobilisation
- Direct, co-ordinate and supervise the project on day to day basis
- The sample should got tested as per norms.
- Set quality control procedures and standards to comply with guidelines.
- Audit documentation of quality procedures implemented
- Review and monitor safety and quality norms at site
- Conduct safety and quality audits and submit report to Client on a periodical basis.

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- Periodical assessment of the physical progress of the project with reference to the stipulated milestones
 - Monitor compliance to design and specifications during execution
 - Ensuring level of completion of the project in terms of sub-activities, physical progress achieved and overall monitoring of project implementation through site supervision
 - Inspection of material and testing of materials
 - Monitor contractual obligations vis-a-vis the tender conditions
 - Maintain test reports at site for reference
 - Prepare and seek approvals on change / variation orders.
 - Cash flow management
 - Contract management
 - Progress monitoring and reporting to the HRCE on a Fortnightly basis
 - Periodical on-site review meetings- weekly and monthly or as decided by the HRCE
 - Reviewing "As-built" drawings issued by the contractor
 - Identify and report delay in progress of work, defective construction practices, deviation from good engineering practices including advising remedial measures and notices to the contractor.
 - Certification of invoices/bills submitted by the contractor against milestone activities.
 - Identify and report specific problems/ issues that may occur during the implementation to the notice of contractor and suggest corrective actions for the timely completion of the project.
 - Coordinate with Client and contractor to facilitate timely execution of the project.
 - Make presentations to Client as may be required from time-to time.
 - Provide additional inputs / information relevant to the implementation of the project as required by HRCE.
 - Deploy qualified and experienced manpower on full time basis, for which a temporary site office may be erected at the cost of the firm.
 - Keeping Project History Register.

- Co-ordinate with other departments for getting Electricity, water supply and sewage connections if required.
- Preparation of Completion Report and Relevant drawings

3 Qualification Criteria

Clause	Qualification Criteria	Supporting Documents/Remarks
3(a)	The bidder should be a registered legal entity	<p>1.In case of Private/Public Limited Companies,</p> <ul style="list-style-type: none"> • Copy of Incorporation Certificate issued by the Registrar of Companies • Copy of Memorandum and Articles of Association <p>2.In case of Partnership Firm,</p> <ul style="list-style-type: none"> • Registered Partnership deed <p>3. In case of Proprietorship Firm,</p> <ul style="list-style-type: none"> • Copy of GST Registration Certificate
3(b)	Average Annual turnover of the consultants shall not be less than Rs.1Crore in the previous five financial years.	<p>(i) The average annual turnover statement duly certified by Chartered Accountant as per Form-6</p> <p>(ii) The Annual Report/certified copies of Balance Sheet, Profit & Loss statement for the last five consecutive financial years</p>
3(c)	The bidder should have successfully completed Project Management / Consultancy /Third party Monitoring / Lenders Engineer /Owners Engineer services for one project, [construction of buildings, landscaping and service road etc] to a value of 25.00 Crores under taken during the last 5 years(as on 15.03.2025).	<p>(i) Work orders and Completion certificates issued by clients</p> <p>(ii) Duly filled in form for each projects as per Form-4</p>
3(d)	The bidder should have full-fledged permanent office in Tamil Nadu	Original or Regional Office Address at Tamilnadu (or)the bidder should give an undertaking to setup office at

Clause	Qualification Criteria	Supporting Documents/Remarks
		Tamilnadu within 15 days from the date of issue of LoA if selected
3(e)	The bidder should have minimum 15 full time permanent employees with Engineering qualification on their roll.	List of full-time employees along with designation and qualification duly certified by the authorized signatory.
3(f)	The bidder should not have been black listed as on the date of tender opening for providing services to HR&CE Department or Central / State Government departments and Quasi Government Organizations	<p>(i) The declaration form as per form2 should been closed</p> <p>(ii) Any adverse/not satisfactory remarks on the performance of previous supplies will entail disqualification.</p> <p>(iii) Further, if the bidder is found black listed in India before award of contract by any Government agency, the bid will be rejected</p>

4 EOI Notice and Schedule

4.1 Interested Consultancy firms are advised to study this EOI cum RFP document carefully before submitting their proposals in response to the EOI Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

4.2 Interested firms may download the EOI cum RFP document from <https://hrce.tn.gov.in> and <https://tntenders.gov.in> websites

4.3 Any subsequent corrigendum/clarifications will be made available on <https://hrce.tn.gov.in> and <https://tntenders.gov.in>

4.4 The schedule for the EOI process is given below:

S.N.	Information	Details
1	Date of Issue of EOI Document	03-04-2025
2	Last date for submission of written / online queries for clarification	11-04-2025
3	Pre-Bid Meeting	15-04-2025, 3.30PM
4	Last date of bid submission	05-05-2025 by 3:00 pm
5	Bid Opening	05-05-2025 at 4:00 pm

5 Important information for Applicants

1. The consultancy services shall inter alia include;

1. Assessment of construction stages/milestones for monitoring ongoing works and payments;
2. Construction supervision along with quality check;
3. Project management with planning & scheduling the work progress with breakup details (work progress bar chart/PERT)

2. You are hereby invited to submit EOI cum RFP proposals for project management consultancy services which could form the basis for future negotiations and ultimately a contract between your firm and the Client.

3. A Consultant firm will be selected under prequalification procedures described in this EOI cum RFP document.

4. The following documents are enclosed to enable you to submit your proposal:

Form 1– covering letter

Form 2 – Particulars of the applicant

Form 3 – Firm's experience –summary

Form 4– Firm's experience –Detailed Particulars

Form 5– Curriculam vitae of key personnel

Form 6 – Financials

Form 7– Power of attorney for signing of application

A pre-proposal conference open to all prospective consultants will be held on 15.04.2025 @ 3.30 PM. at the Office of the Commissioner of HR&CE Chennai. The prospective consultant will have an opportunity to obtain clarifications regarding the eligibility criteria, scope of the work, terms of reference, contract conditions and any other pertinent information.

5. **The Clarifications/Amendments if any in the Pre-Proposal Conference will be published in the website of <https://www.hrce.tn.gov.in> and <https://tntenders.gov.in>. No Separate Advertisement for Addendum/ Corrigendum / extension of date will be published in the Newspapers.**

6. In order to obtain first-hand information on the assignment and the local conditions, it is desirable that a authorized representative of your firm visit the project location/site with prior intimation to the office of the Client before the proposal is submitted. Please ensure that advance intimation regarding your visit is sent to the Client to make appropriate arrangements, if required.

The bidders may send their queries on this EOI addressed to Client, email id: tn.endowments.engg@gmail.com up to 11-04-2025 5 P.M.

7. The Submission of EOI:

- a. The proposals addressed to the Commissioner HR&CE Chennai shall be submitted as per the scheduled time
- b. Consultant who have been blacklisted or deregistered by the Government of India, Government of Tamil Nadu, any other Governments, any PSU of Central Government or State Government or any other Public Sector during the last 10 years shall not be eligible to apply.

8. Evaluation

A procedure will be adopted in evaluating the EOI cum RFP:

- a. The consultants will be evaluated based on the qualification criteria mentioned in this document on pass / fail basis
- b. The consultants who fulfil the qualification criteria will be considered for financial bid opening.
- c. Date and time of financial bid opening will be intimated through e-procurement portal.
- d. Negotiation is permitted as per Tamilnadu Tender Transparency Act, 1998.

6. General instructions to the consultancy firm

1. By participating in the selection process all participating Consultancy firms shall agree in full to these Terms and Conditions
2. All documents related to the eligibility, qualification criteria should be uploaded in the Technical Cover in the e-procurement portal. The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part, the Bid shall be declared non-responsive.
3. Completed Price schedule in the separate excel sheet provided in the portal should be uploaded in the financial cover in the e-procurement portal.

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4. All participating Consultancy firms shall go through detailed guidelines and shall agree to abide by the conditions mentioned in this document. By participating in the selection process, all participating Consultancy firms shall deem to have agreed in full to these Terms & Conditions.
 5. Any participating Consultancy firms found to have provided false information at any point – before, during or after the selection process, shall be liable for immediate disqualification.
 6. Any participating Consultancy firms failing to observe the Terms & Conditions shall be declared ineligible and shall be liable to immediate disqualification at any point during the selection process.
 7. The decision of the Committee for the selection process shall be final and binding on all participating Consultancy firms and no disputes of any manner shall be entertained.
 8. All participating Consultancy firms are doing so on their own initiative. Department shall not reimburse any expenses incurred. By participating in the selection process, it is deemed that all participating Consultancy firms have indemnified Department against any losses, expenses of any manner incurred by the participating Consultancy firms during the selection process whether tangible or intangible, direct or indirect.
 9. All information made available to Department during the selection process shall be considered as privileged information. Department shall not use this information for any purpose other than the selection process
 10. Notwithstanding anything contained in this EOI cum RFP document, Department reserves the right to accept or reject any Proposal and to annul or suspend the bidding process and reject all Proposals without assigning any reason thereof, at any time prior to the issuance of Letter of Acceptance (L.O.A.) without incurring any liability or consequences or any obligation to inform the affected Consultancy firms of the grounds for rejection.
 11. Proof for fulfilment of selection criteria mentioned in the EOI cum RFP document should be submitted. If the application is submitted without valid documents, or is not in the Prescribed Formats, the application will be rejected. All documents shall be submitted

online in the e-procurement portal. Hard copy submission of documents is not acceptable.

12. No Consultancy firms shall contact Department on any matter related to its application after the time of submission of application, unless requested so in writing. Any effort by Consultancy firms to influence Department in their decision in respect of evaluation will result in rejection of the Application.
13. Department reserves its right to call for clarifications / original of the supporting document for verification, as deemed fit and to cross check for any details as furnished by the Consultancy firms from past – executed projects / Clients / Consultants etc. It is to be noted that evaluation may be completed without seeking any subsequent additional information.
14. Information furnished in the EOI Document will be kept confidential.
15. All information must be typed and submitted in the prescribed formats only. Consultancy firms should ensure that the uploaded documents are without errors.
16. Application duly filled with all the requisite information, supporting documents and covering letter duly signed by Authorized Representative/Signatory of the Consultancy firms shall be indexed, bound (hard/ spiral) and submitted in a sealed envelope by the time and date as specified in the Notice.
17. Participating consulting firms should quote the financial offer in the format provided and upload in the e-procurement portal in the financial cover.
18. Empanelment is also liable for cancellation if at any stage it is found that the documents/information submitted in the EOI cum RFP is false.

Project Team

The PMC shall deploy a team having competency in project engineering, project planning and execution, bid management, construction supervision, etc. The team shall be lead by a General Manager. The core team shall have periodic meetings with Client to ensure a seamless planning and execution of the project.

As part of the contract, the following qualified and experienced manpower shall be deployed, for which a temporary site office should be erected at their cost. Further they should make arrangements for Stationeries, Computer Peripherals, necessary furniture's, Electricity, water supply, etc., at their own cost.

The team envisaged to carry out the above scope of work shall comprise of the following professionals:

Position	No. of persons	Area of Expertise and Experience
Project Manager	2	Bachelor Degree in Civil engineering / Bachelor degree in Architecture with minimum 7 years experience in Project Management /Third party Monitoring / Lenders Engineer /Owners Engineer services for construction of buildings and infrastructure projects Experience in the construction and supervision services for construction of buildings and infrastructure projects (7 years)
Civil Engineers	5	Bachelor Degree in Civil engineering with 5 years experience / Diploma in Civil Engineering with 7 years experience Experience in the construction and supervision services construction of buildings and infrastructure projects
Mechanical Engineer	2	Degree in Mechanical engineering with 5 years experience Experience in the construction and supervision services construction of buildings and infrastructure projects
Electrical Engineer	2	Bachelor Degree in Electrical engineering with 5 years experience Experience in the construction and supervision services construction of buildings and infrastructure projects
Technical staff civil	10	Diploma in Civil engineering, with 5 years experience or Bachelor Degree in Civil engineering with 2 years experience Experience in the construction and supervision services
Technical staff Electrical, Mech. and others	5	Diploma in Mechanical / Electrical engineering, with 5 years experience or Bachelor Degree in Mechanical / Electrical engineering with 2 years experience Experience in the construction and supervision services

Sthapathi	2	Relevant Degree in Temple Architecture with experience in the construction and supervision services of 5 years
Architect	1	Degree in B.Arch with 5 year experience



Forms

Form 1: Covering Letter

To

The Commissioner,
Hindu Religious and Charitable Endowments (HR&CE) Department,
119, Uthamar Gandhi Salai, Nungambakkam, Chennai- 600 034,
Tamil Nadu.

Sub: Response to Request for Expression of Interest cum Request for Proposal for Empanelment of Consultancy firms for preparation of Master Plan and DPR for Temple Area Development projects of HR&CE Department.

Sir,

With reference to your EOI cum RFP Document dated, I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal to be empanelled as Consultancy firm for Empanelment of Law Firms preparation of Master Plan and DPR for Temple Area Development projects of HR&CE Department. The Proposal is unconditional and unqualified.

1. All information provided in the Proposal and in the Forms is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of getting empanelled for the aforesaid REOI
3. I/We shall make available to the Department any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of the Department to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for

breach on our part.

6. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultancy Firm, without incurring any liability to the Applicants
7. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
8. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
9. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Department and/ or the Government of India in connection with the selection of the Consultancy firm or in connection with the Selection Process itself in respect of the above mentioned Empanelment.
10. I/We agree and understand that the Proposal is subject to the provisions of the REOI document. In no case, shall I/We have any claim or right of whatsoever nature if me or our Proposal is not opened or rejected.
11. I/We agree and undertake to abide by all the terms and conditions of the REOI Document. In witness thereof, I/We submit this Proposal under and in accordance with the terms of the REOI Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant)

Form 2: Particulars of the Applicant

1.	<p>Title of Consultancy:</p> <p>Empanelment of Consultancy Firms for Project Management Consultancy Services Tamil Nadu HR&CE Department</p>
2.	<p>State the following:</p> <p>Name of Company or Firm:</p> <p>Legal status (e.g. incorporated private company, unincorporated business, partnership etc.) :</p> <p>Country of incorporation:</p> <p>Registered address:</p> <p>Year of Incorporation:</p> <p>Year of commencement of business:</p> <p>Principal place of business:</p> <p>Brief description of the Company including details of its main lines of business</p> <p>Name, designation, address and phone numbers of authorised signatory of the Applicant:</p> <p>Name:</p> <p>Designation:</p> <p>Company:</p> <p>Address:</p> <p>Phone No.:</p> <p>E-mail address:</p>
3.	<p>For the Applicant, state the following information:</p> <p>(i) Has the Applicant been penalized by any organization for poor quality of work or breach of contract in the last three years?</p> <p align="right">Yes/No</p> <p>(ii) Has the Applicant ever failed to complete any work awarded to it by any public authority/ entity in last three years?</p> <p align="right">Yes/No</p>

	<p>(iii) Has the Applicant been blacklisted by any Government department/Public Sector Undertaking in the last three years?</p> <p style="text-align: right;">Yes/No</p> <p>(iv) Has the Applicant suffered bankruptcy/insolvency in the last three years?</p> <p style="text-align: right;">Yes/No</p> <p>Note: If answer to any of the questions at (i) to (iv) is yes, the Applicant is not eligible for this consultancy assignment.</p>
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(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant)

Form 3: Firm's Experience – Summary

Summary List of Eligible Assignments: PMC

Sl. No.	Name of the Project	Client	Completed / On going	Project Cost (In INRCrore)
(A)	(B)	(C)	(D)	(E)
1.				
2.				
3.				
4.				

**Completion Certificate from the client along with the Work Order indicating the project size (capacity/area whichever applicable) and the project cost, is the only allowable proof of completion for the above eligible assignments*

Form 4: Firm's Experience – Detailed Particulars

Detailed Particulars of Assignments completed

1.	Name of Applicant:	
2.	Name of the Assignment:	
3.	Project description and other particulars	
4.	Description of services performed by the Applicant Firm:	
5.	Name of client and Address: (indicate whether public or private)	
6.	Name and telephone no. of client's representative:	
7.	Estimated capital cost of the Project (in Rs crore):	
8.	Project Size (Capacity/Area, whichever applicable)	
9.	Start date of the services (month/ year):	
10.	Finish date of the services (month/ year):	
11.	Brief description of the Project:	
12.	Components of the Terms of Reference for Applicant's scope	

Notes:

1. Use separate sheet for each Project.
2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.

Form 5: Curriculum Vitae of Key Personnel (Permanent Employees of the Firm)

1. Name of Personnel:

2. Date of Birth:

3. Nationality:

4. Educational Qualifications:

5. Employment Record:

(Starting with present position, list in reverse order every employment held.)

6. Membership in any Council /Relevant Authority:

7. List of Assignments on which the Personnel has worked

Name of project	
Brief description of the project	
Activities performed	
Position held	

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience.

(Signature and name of the Key Personnel)

Place.....

(Signature and name of the authorized signatory of the Applicant)

Notes:

1. Use separate form for each Key Personnel
2. Each page of the CV shall be signed and dated by both the Personnel concerned and by the Authorized Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.
3. Documentary evidence for **qualification (Certificates) shall be enclosed.**

Form 6: Financials

S. No.	Financial Year	Turnover in Rs. Crores
1.		
2.		
3.		
4.		
5.		
Average Annual Turnover		

Certificate from Statutory Auditor/Chartered Accountant

This is to certify that..... (Name of the Applicant) has received the payments shown above against the respective years on account of professional fees from Consultancy services.

Name of the audit firm :

Seal of the audit firm :

Date:

(Signature, name and designation of the authorized signatory)

Form 7: Power of Attorney for Signing of Application

(On Non – judicial stamp paper of Rs 100/- or such equivalent document duly attested by notary public)

Know all men by these presents, We, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr./Ms. (name and residential address) who is presently employed with/retained by us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Application for ----- ("Empanelment") including but not limited to signing and submission of all documents and providing information / responses to Hindu Religious and Charitable Endowments ("HR&CE"), representing us in all matters before HR&CE, and generally dealing with HR&CE in all matters in connection with or relating to or arising out of our application for Empanelment .

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For
(Signature, name, designation and address)

Witnesses:

1.

2. Notarised

Accepted

.....

(Signature, name, designation and address of the Attorney)

Note :

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant*
- *In case the Application is signed by an authorised Director of the Applicant, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

8. Price Schedule

(Separate excel sheet provided in the e-procurement portal should be used for uploading)

Sl. No	Area of Expertise and Experience	Rate per month
1	<p>Project Manager</p> <p>Bachelor Degree in Civil engineering / Bachelor degree in Architecture with minimum 7 years experience in Project Management /Third party Monitoring / Lenders Engineer /Owners Engineer services for construction of buildings and infrastructure projects</p> <p>Experience in the construction and supervision services for construction of buildings and infrastructure projects (7 years)</p>	
2	<p>Civil Engineers</p> <p>Bachelor Degree in Civil engineering with 5 years experience / Diploma in Civil Engineering with 7 years experience</p> <p>Experience in the construction and supervision services construction of buildings and infrastructure projects</p>	
3	<p>Mechanical Engineer</p> <p>Degree in Mechanical engineering with 5 years experience</p> <p>Experience in the construction and supervision services construction of buildings and infrastructure projects</p>	
4	<p>Electrical Engineer</p> <p>Bachelor Degree in Electrical engineering with 5 years experience</p> <p>Experience in the construction and supervision services construction of buildings and infrastructure projects</p>	

5	<p>Technical staff civil</p> <p>Diploma in Civil engineering, with 5 years experience or Bachelor Degree in Civil engineering with 2 years experience</p> <p>Experience in the construction and supervision services</p>	
6	<p>Technical staff Electrical, Mech. and others</p> <p>Diploma in Mechanical / Electrical engineering, with 5 years experience or Bachelor Degree in Mechanical / Electrical engineering with 2 years experience</p> <p>Experience in the construction and supervision services</p>	
7	<p>Sthapathi</p> <p>Relevant Degree in Temple Architecture with experience in the construction and supervision services of 5 years</p>	
8	<p>Architect</p> <p>Degree in B.Arch with 5 year experience</p>	

DRAFT AGREEMENT
PROJECT MANAGEMENT CONSULTANCY

This **AGREEMENT** is made at *<Name of the Place, the agreement executed>* on the *<Date>* day of *<Month><Year>* by and between:

<Joint Commissioner/ Executive Officer, Name of Temple>, <address> [hereinafter referred to as the 'Client' which expressions shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, legal representatives, Engineers and permitted assignees] of the FIRST PART

AND

M/s <Name of PMC firm>, a Company incorporated under the provisions of the Companies Act, 1956 having its office at **Registered Office** at *<Address>* [hereinafter referred to as the 'Project Management Consultant' which expressions shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, legal representatives and permitted assigns] of the SECOND PART

WHEREAS

- A. The Client is the absolute legal owner and seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of Land comprised which has named as *<Name of the Project>* (hereinafter referred to as 'the Project');
- B. The Project Management Consultant has sufficient experience and expertise in providing complete Project Management & Construction Management Consultancy Services for the Project with all the services incidental and necessary for its successful implementation and integrating this with the design prepared by the Other Consultants.
- C. The Client intends to proceed with the construction of the Project and has approached & requested the Project Management Consultant agree to provide Project Management & Construction Management Consultancy Services with regard to the said Project, which the Project Management Consultant have agreed to provide on the terms and conditions hereinafter appearing.

Now therefore this Agreement witnesses that, in consideration of the premises and the mutual covenants and agreements herein contained, it is agreed by and between the parties as follows:

5.1.1.1.1 **ARTICLE ONE - INTERPRETATION**

Additional Fees” means the fees for any Additional Services;

“Additional Services” means any services performed by the Project Management Consultant in addition to the Services, mentioned in this agreement provided the Project Management Consultant shall not perform Additional Services unless requested to do so in writing by the Client;

“Agreement” means this Agreement as well as any amendments or changes that have been agreed to in writing from time to time;

"Approvals" shall mean all consents, licenses and approvals of any local, state or national authority required which from time to time may be necessary to carry out the Services for each and every phase of the Project;

"Article", "Section", "Subsection", "Paragraph" and "Exhibit" followed by a number or letter shall mean and refer to the specified Article, Section, Subsection, Paragraph or attached Exhibit of this Agreement;

“Basic Fee” means the fee for the Basic Services, determined and payable in accordance with Exhibit B attached;

“Basic Services” means the services described in Exhibit A attached;

“Consultants/Other Consultants” means such consultants as the Client may from time to time designate to provide services in connection with the design and / or construction of the Project;

“Construction Contract” means a contract between the Client and the Construction Contractor(s);

“Contractor / Construction Contractor” means contractor(s) or supplier(s) appointed by the Client to execute and complete the work required for the development and construction of the Project or to supply materials for incorporation in the Project. Such term shall include the Contractor’s employees, agents, sub-contractors, suppliers, and any Contractor appointed to replace any Construction Contractor;

“Client” means *<Name of the Client>* and its successors, legal representatives and permitted assignees;

“Development Schedule” means the detailed development schedule for the completion of the Project prepared by the Project Management Consultant and approved by the Client. The same may be amended from time to time as required by and subject to approval from the Client;

“Indian Tax Law” means the taxation laws currently in force in India, together with all tax treaties currently in effect between India and any other countries, as may be replaced, amended or modified from time to time;

“Indian Tax Authorities” mean all the relevant Indian taxing authorities;

“Instruments of Service” means the Scope of Services agreed between PMC and Client;

“Lender” means any person, company, bank or other financial institution providing financing either secured by or relating to the Project;

“Practical Completion” means the substantial completion of the whole of the Services, which shall occur on the issuance of a certificate to such effect by the Project Management Consultant to the Client;

“Project” means the proposed development as **“<Name of the Project>”**

“Project Management Consultant” means **Name of the PMC** and includes its Sub-Consultants and the successors and permitted assignees of the same;

“Project Management Consultant’s team” means the team deployed by the Project Management Consultant that will perform the Services as required and approved by the client;

“Regulations” means all relevant laws, regulations, building and zoning laws, including the relevant National Building Codes of India, in effect in India including all such applicable legislation as the same may be replaced, amended or modified from time to time;

“Reimbursable Expenses” means the lump sum amount allowed for direct out-of-pocket costs and expenses, subject to prior approval, wholly and necessarily incurred by the Project Management Consultant in the rendering of the Services by the Clients;

“Withholding Tax” means the tax required to be deducted and paid to the Indian Tax Authorities in respect of payments made for the provision of goods and services in India.

The division of this Agreement into Articles and Clauses and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. This Agreement is to be interpreted in whole and not in parts.

Unless something in this subject matter or context is inconsistent, the references to Articles and Clauses are to Articles and Clauses of this Agreement.

The Exhibits attached to this Agreement and listed below shall have the same force and effect as if the information contained in the in the body of this Agreement:

- 2.1 The Client appoints the Project Management Consultant to provide the Services, which are subject to the terms and conditions of this Agreement and the Project Management Consultant hereby accepts the appointment.
- 2.2 The Project Management Consultant represents and warrants that
- It is experienced in providing services in Project Management disciplines to which the Services relate in connection with the construction of high quality projects of a similar size, scope and complexity to the Project. It has performed and agrees to perform the Services using the skill, care and diligence to be expected of a Project Management Consultant with such experience.
 - It shall furnish all necessary or required professional, technical and / or administrative services, to complete fully and properly the Design and Project Management services for the Project, such works being more specifically set out in Schedule attached.
 - The execution and delivery of this Agreement and the performance by the Project Management Consultant of its obligations under this Agreement shall not constitute or result in any breach of any term or condition under the Regulations or any agreement, judgment, order or decree binding upon the Project Management Consultant.
 - the execution and delivery of this Agreement, and that the completion by the Project Management Consultant of its obligations in this Agreement, have been authorised by all corporate acts of incorporation, by-laws or other corporate documents, as the case may be.
- 2.3 The Project Management Consultant shall comply with the instructions and the directions of the Client which shall be issued from time to time. The Project Management Consultant shall, upon receipt of any such instruction or direction, advise the Client in writing if it considers that compliance with the instruction would be inconsistent with the level of skill, care and diligence that the Project Management Consultant is required to provide under Section 2.2.
- 2.4 The Client and the Project Management Consultant agree and acknowledge that the Client is entering into this Agreement based on the document and information furnished by the Project Management Consultant's special and unique abilities with respect to performing its Services. The Project Management Consultant accepts the

relationship of trust and confidence established between it and the Client by this Agreement.

ARTICLE THREE - PERSONNEL

- 3.1 The details of personnel employee by the PMC in project shall be furnished to the Client along with their Qualification, Experience and get approved by the Client
- 3.2 No senior member of the Project Management Consultant's Team shall be removed from the Project or replaced without the prior written information to the Client. If any such person shall cease to be employed by the Project Management Consultant, or as a result of death or incapacity becomes unable to perform the Services, the Project Management Consultant shall appoint a replacement with at least the same level of competence.
- 3.3 The Project Management Consultant acknowledges and agrees that it shall assemble and shall maintain at all times, based on its own assessment, sufficient numbers of experienced and competent full-time employees as may be necessary for the proper performance of the Services in accordance with this Agreement.
- 3.4 Ultimately PMC maintains that it has abundant expertise in this field and hence shall independently decide on deployment of engineers on site from time to time based on the progress of works at site. This assessment of progress will remain a continuous process being conducted by Project Management Consultant and accordingly deployment (long term or short term) or demobilization shall remain the final decision of PMC.
- 3.5 Upon the written request of the Client, the Project Management Consultant shall at its own cost and expense remove from the performance of the Services any person whose performance or conduct is or has been unsatisfactory. The Project Management Consultant shall appoint a suitable replacement.
- 3.6 All employees of the Project Management Consultant who participate in the performance of the Services shall, for all purposes, be considered employees of the Project Management Consultant. The Project Management Consultant acknowledges that it, and the Client, shall not be liable for any labour claim or dispute that may arise from such labour relation.
- 3.7 The Project Management Consultant shall have full authority to act on behalf of the Client under this Agreement and shall provide management of all aspects of the Project.

ARTICLE FOUR - OTHER AGREEMENTS

- 4.1 If the Client contracts other Consultants in connection with providing services, the Project Management Consultant shall co-operate and co-ordinate its efforts with such other consultant, in so far as there is no overlap of services with that of Project Management Consultant and /or such Consultant is placed above PMC in the line of command. The Client shall solely be entitled to appoint other consultants including architects, structural engineers, other consultants and contractors for the implementation of the Project and the Project Management Consultant shall co-ordinate with such persons appointed by the Client for the effective and timely completion of the Project.

ARTICLE FIVE - REGULATIONS

- 5.1 The Project Management Consultant represents, warrants and covenants that the Services shall be performed and completed in strict accordance with the Regulations and terms/conditions of this Agreement. Furthermore, the Project Management Consultant undertakes that any substance or material not permitted under the Regulations or can cause injury or have a harmful impact on the Purchaser shall not be specified for use or used by others in the Construction of the Project.
- 5.2 If there is any change in the Regulations, the Project Management Consultant shall, with the prior approval of the Client, modify and amend any reports, documents prepared by the Project Management Consultant to comply with such changes in the Regulations. If there is any major change in drawing, plans and specifications, the additional fees shall be paid to Project Management Consultant for such additional services.

5.1.1.1.3 **ARTICLE SIX - TIME FOR PERFORMANCE OF THE SERVICES**

- 6.1 The Project Management Consultant shall commence the Services promptly upon execution of this agreement and shall complete the same in accordance with the Development Schedule. The Client may from time to time make such changes as are necessary to the Development Schedule.
- 6.2 The Contract Time and each of the interim milestones based on the Development

Schedule are part of the Agreement and shall be strictly adhered to. The Project Management Consultant shall complete the Services according to these milestones in the Development Schedule, to enable the Services and the Project to proceed in a co-ordinate and timely manner.

- 6.3 The Project Management Consultant represents that it has the skills, capabilities and resources necessary to perform the work within the Contract Time.
- 6.4 In the event that the Project is delayed in the progress of the Services, through no fault of the Project Management Consultant, then the Project Management Consultant shall be entitled to an extension of the Contract Time.
 - 6.4.1 Project Management Consultant shall be compensated for such extended duration on a monthly basis as per the agreed monthly drawdown fee + 10%.

ARTICLE SEVEN - TAXES

- 7.1 In the event that, under the provisions of Indian Tax Law, the Client is required to make a withholding on any amounts payable to the Project Management Consultant for Services under this Agreement, the Client shall make such withholding on account of the Taxes due from the amounts payable to Project Management Consultant and shall remit such amounts to the Taxes Authorities and shall deliver to the Project Management Consultant copies of the documents evidencing the payment of such taxes.

5.1.1.1.4 ARTICLE EIGHT - FEE FOR BASIC SERVICES

- 8.1 The Client agrees to pay to the Project Management Consultant for its services being provided as per Exhibit A, a gross fixed-price fee as per Exhibit B payable in monthly installments consistent with the work undertaken by the Project Management Consultant over a duration mutually agreed between both the parties, for the performance of Project Management/Construction Management Services. The Client in addition to the above fees shall reimburse Service Tax as applicable from time to time.

The Basic Fee and any Additional fees shall be deemed to be fully inclusive of all salaries, costs, expenses, liabilities, charges, fees, overheads and profit incurred or to be made by the Project Management Consultant in connection with the Services.

- 8.2 All ad-hoc/advance payments made by the Client to the Project Management Consultant before this Agreement comes into force will be deemed to have been

made under the provisions of this Agreement.

- 8.3 The Client shall pay to all the relevant authorities all fees and/or charges in connection with the submissions for planning, building or other approvals necessary for the Project.

5.1.1.1.5 ARTICLE NINE - PAYMENT FOR ADDITIONAL SERVICES

- 9.1 Unless the Client requests in writing the Project Management Consultant to perform Additional Services, the Project Management Consultant shall provide any Additional Services.
- 9.2 If the Client issues a written notice requesting the performance of Additional Services, the Project Management Consultant shall provide an estimate of the Additional Fees attributable to such Additional Services and of the schedule for the performance of such Additional Services. After the receipt of such estimate by the Client, the Client may provide written approval to the Project Management Consultant to proceed with such Additional Services. Such Services may be agreed upon as a lump sum on the basis of quantum of work.
- 9.3 The Client shall pay to the Project Management Consultant the Additional Fee for the performance of any Additional Services.
- 9.4 If no such written authorisation is received by the Project Management Consultant before the Project Management Consultant commences to provide any such Additional Services, the Project Management Consultant shall be deemed to have accepted that it is not entitled to any Additional Fee in respect of such Additional Services.

ARTICLE TEN - INVOICING AND PAYMENT

- 10.1 The Project Management Consultant shall submit invoices to the Client in accordance with the agreed invoicing procedures.

The Project Management Consultant shall submit its invoices in summary form showing amounts on account of the Basic Fee invoiced and paid prior to the date of each invoice and shall be supported by such substantiation and such other information and shall be in such a format that the Client may reasonably require.

- 10.2 The Basic Fee shall be paid in installments by reference to the schedule in Exhibit B. It is understood that no phase of the Services shall be deemed to be completed until such time as the Client has acknowledged completion of such phase in writing.

Such acknowledgement is not to be unreasonably withheld.

- 10.3 The Client shall pay all sums properly due and payable in accordance with this agreement within 10 days of receipt of such invoices.

ARTICLE ELEVEN - PROJECT MANAGEMENT CONSULTANT'S RECORD

- 11.1 The Project Management Consultant shall maintain accurate records of all documents related to the Project including all costs and expenses incurred by it in relation to the Project and of all hours worked in respect of the Services. Such records shall be available at the Project Management Consultant's offices during normal business hours for inspection and copying by the Client or its agents.
- 11.2 The Project Management Consultant shall handover all the project related documents to Client in a complete manner at the time of handing over of the Project. The Developer shall duly acknowledge for taking over of all documents. The responsibility of PMC ceases at this stage for maintenance of all documents.

5.1.1.1.6 ARTICLE TWELVE - INSURANCE

- 12.1 The Client and the Project Management Consultant shall ensure that the Contractor shall effect and maintain, at its own cost, an all-risk course of project insurance covering damages, loss or injury that may occur to any property created, used or supplied by or on behalf of the parties involved with the performance of the Services, provided that such damage, loss or injury occurs on the Project site.
- 12.2 The Project Management Consultant shall obtain a Group Personal Accident policy to cover the potential of damage, injury or loss to its staff that will visit the site in whatever capacity.

ARTICLE THIRTEEN - PROJECT MANAGEMENT CONSULTANT'S AUTHORITIES AND RESPONSIBILITIES

- 13.1 The Project Management Consultant's authority and responsibilities are defined in this document.

5.1.1.1.7 ARTICLE FOURTEEN - TERMINATION AND SUSPENSION BY CLIENT

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- 14.1 The Client may at any time, by giving 30 (thirty) days written notice to the Project Management Consultant, and by assigning proper reasons, immediately suspend the whole or any part of the Services. The Project Management Consultant shall not be entitled to any compensation for the non-execution of the work except for the fees which are payable to the Project Management Consultant on a pro-rata monthly basis up to the stage of the Services in progress.
- 14.1.1 The Client may further at any time, by assigning proper reasons, and by providing 30 (thirty) days written notice to the Project Management Consultant, send first notice of termination to the Project Management Consultant. The Client shall allow minimum of 15 (fifteen) days for a satisfactory response or amicable resolution of issues between the parties. In such a case of resolution of issues with mutual consent, the notice can be taken back by Client. In case a resolution is not reached, the Client can, after this 15 (fifteen) days, issue a final notice of termination.
- 14.1.2 The Client may at any time, by giving 30 (thirty) days written notice to the Project Management Consultant, without assigning any reason, terminate this Agreement. The Project Management Consultant in such a case shall be entitled to loss of profit and also for the loss of opportunity, apart from the fees which remain payable to the Project Management Consultant on a pro-rata monthly basis upto the stage of Services in progress.
- 14.2 Upon any termination or suspension, the Project Management Consultant shall immediately deliver to the Client all documents, drawings, (whether in draft or complete), software and materials relating to the Project.
- 14.3 No termination or suspension shall give rise to any cause of action or claim against the Client for any damages or liabilities of any nature whatsoever. This includes, but without limitation, damages for loss of profit, loss of contracts or other losses or expenses arising out of or in connection with such termination or suspension.
- 14.4 The Client may instruct the Project Management Consultant to resume the whole or any part of the Services following a suspension and the Project Management Consultant shall immediately resume the performance of the Services in accordance with this Agreement with no additional costs to the Client. If the whole of the Services is suspended for a period of more than 12 (twelve) consecutive months, the Basic Fee and the Additional Fees may be reviewed by written agreement between the Client and the Project Management Consultant.

5.1.1.2 ARTICLE FIFTEEN - TERMINATION BY PROJECT MANAGEMENT CONSULTANT

- 15.1 The Project Management Consultant shall have the right to terminate this

Agreement by giving 30 (thirty) days written notice to the Client if any of the following occurs:

- the Client fails to pay to the Project Management Consultant any amount properly due and payable to the Project Management Consultant under this Agreement within 30 (thirty) days of the date upon which payment is due and the Client fails to remedy such breach within 30 (thirty) days after receipt of written notice from the Project Management Consultant requiring payment, specifying the breach and requiring its remedy.
- The Client suspends the Project for a period exceeding 6 months or discontinues its business which materially affect its position.

15.2 Upon any termination under Clause 15.1, the provisions of Clause 14.2 and 14.3 shall also apply.

5.1.1.2.1.1 **ARTICLE SIXTEEN - ASSIGNMENT AND SUB-CONTRACTING BY PROJECT MANAGEMENT CONSULTANT**

16.1 No part of the Project Management Consultant's rights and obligations under this Agreement shall be assigned, transferred or encumbered, directly or indirectly without the written approval of the Client.

16.2 The Project Management Consultant may appoint a Sub-Consultant who shall have been previously consented to in writing by the Client. Such an appointment shall be made in a manner that the Sub-Consultant shall after that be bound by all of the covenants and obligations of the Project Management Consultant according to this Agreement.

16.3 No sub-contracting by the Project Management Consultant and no approval or consent by the Client in relation to it shall relieve the Project Management Consultant of any liability or obligation under this Agreement. The Project Management Consultant accepts full responsibility and liability for the performance of any part of the Services performed by each and every other sub-Consultant. The Project Management Consultant shall not be entitled to any Additional Fees in respect of the appointment of any Sub-Consultant.

ARTICLE SEVENTEEN - ASSIGNMENT BY CLIENT

17.1 The Client shall only be entitled to assign and / or change or otherwise transfer all or any of its rights, benefits, remedies and / or obligations under this Agreement at any time and from time-to-time to any one without the consent of the Project Management Consultant being required.

ARTICLE EIGHTEEN - CONFIDENTIALITY

- 18.1 The Project Management Consultant shall not divulge information concerning the Project or the terms and conditions of this Agreement to anyone (including a local or state authority in an application for any permission or approval) without the Client's prior written consent, such consent not being unreasonably withheld. The Project Management Consultant's, and the Sub-Consultants', employees shall keep all information belonging to or provided by the Client, the architects, contractors and other consultants, including any discussions between the Client the architects, contractors & other consultants and the Project Management Consultant, in the strictest confidence and neither use nor disclose it without the prior written consent of the Client.

ARTICLE NINETEEN - NON-SOLICITATION

- 19.1 The Client / Project Management Consultant shall not on its own account or in connection with any other person, firm or Contractor, directly or indirectly, canvass or solicit for employment or engagement of any personnel of Client / Project Management Consultant or recommend any of the Client's / Project Management Consultant's personnel to anyone that might result in an approach to such Client's / Project Management Consultant personnel to leave employment of engagement with that party. If Client / Project Management Consultant breaches this Clause, Client / Project Management Consultant shall pay compensation to Client in the form of liquidated damages equal to the greater of one (1) year's compensation either (a) offered to the personnel by or through the Contractor or (b) paid or offered to the personnel by Client / Project Management Consultant.

5.1.1.2.2

5.1.1.2.3 ARTICLE TWENTY- JURISDICTION

- 20.1 This Agreement and all rights, obligations and liabilities arising under it shall be construed with the Laws of India. The Project Management Consultant irrevocably submits to the non-exclusive jurisdiction of the courts of Chennai, in any action or proceeding arising out of or relating to this Agreement, and the Project Management Consultant hereby irrevocably agrees that all claims in respect of such action or proceeding against the Project Management Consultant shall be heard and determined in such courts. The Project Management Consultant agrees that a final judgment obtained in any court described above in any action or proceeding shall be conclusive.

ARTICLE TWENTY ONE - ENTIRE AGREEMENT

21.1 This Agreement supersedes all previous agreements or arrangements between the parties in respect of the Services (whether oral or written) and represents the entire understanding and agreement between the parties.

5.1.1.2.4 ARTICLE TWENTY TWO - AMENDMENTS

22.1 No addition, amendment or variation to this Agreement and no waiver of any right under this Agreement shall be binding unless it is in writing and signed by a duly authorised representative of each party.

5.1.1.2.5 ARTICLE TWENTY THREE - NOTICES

22.1 All notices or proceedings in connection with this Agreement shall be given in writing and may be served personally or by Registered AD or by courier to the following address:

to the Client at: **M/s <Name of the Client>**
<Address>

to the Project Management Consultant at:

<Name of the PMC>
Address 1
Address 2
Address 3

or to such other address for the attention of such other person as the party to receive the notice or request shall have nominated by notice to the other in the above manner. The date of receipt of such notice or request, consent or approval by facsimile transmission shall be when it has been dispatched and acknowledged.

22.2 The Project Management Consultant consents that service of process by registered mail, with a return receipt requested, addressed to the Project Management Consultant at the address provided as per this Agreement will be sufficient, subject to applicable law.

5.1.1.2.6 ARTICLE TWENTY THREE - CONTINUATION

23.1 Notwithstanding the expiry or termination, for any reason, of this Agreement, the terms and conditions of this Agreement shall continue to bind each party now and

for so long as may be necessary to give effect to their respective rights and obligations.

5.1.1.2.7 ARTICLE TWENTY FOUR - ARBITRATION

- 24.1 Any dispute or difference arising under or in connection with this Agreement, or any breach thereof, which cannot be settled by friendly negotiation and agreement between the parties, shall be referred to the Commissioner, HR&CE Department. The decision of The Commissioner is final and binding on both the parties.

5.1.1.2.8 ARTICLE TWENTY FIVE - FORCE MAJEURE

25. The Client and the Project Management Consultant shall not be liable for failure to perform or any delay in performing its obligation under this Agreement when and to extent that such failure or delay is due to force majeure. The term “force majeure” shall include, but not limited to accidents, strikes, lockouts, disputes with workmen, fires, floods, whether similar or dissimilar to those enumerated, acts of God or the public enemy, embargoes, wars (declared or undeclared), riots, civil commotion, interference by civil or military authorities, terrorist acts, Government actions, order(s) or request(s), including (without limitation) the refusal of any Government to grant any necessary export or import licence, certification, clearance or other document, mechanical failure or other, failures of material or any other cause or contingency beyond the control of the Client and the Project Management Consultant.

5.1.1.2.9 ARTICLE TWENTY SIX - LANGUAGE

- 26.1 This Agreement is written in English and executed in duplicate, each of which is deemed to be an original. English is the governing language.

IN WITNESS WHEREOF the Client and the Project Management Consultant have put their respective hands on the original and the counterparts thereof, the day, month and year first hereinabove written.

Signed for and on behalf of the Client

Signed for and on behalf of

Name of the PMC

.....
Director/Authorised Signatory
Name :
.....
Designation :
.....
Date :
.....

.....
Director/Authorised Signatory
Name :
.....
Designation :
.....
Date :
.....

6 1.1 DETAILED SCOPE OF WORKS FOR PROJECT MANAGEMENT CONSULTANCY SERVICES

7 1.2 Organisation and Administration

- Project Organisation Structure: Responsible for preparing and implementing organisation plans and structures and defining responsibilities and reporting relationships.
- Project Strategy: Responsible for implementing a preliminary plan of the management approach for the Project in order to set down the basic project execution strategy and the mechanisms to plan, executes, monitor and review the project development.
- Project Procedures Manual: Responsible for advising and implementing the appropriate procedures and reporting systems to be developed and used. The Manual shall outline the reporting structure and requirements.
- Project Control Systems Management: Responsible for analyzing, defining and implementing the information technology and systems needed for the effective management of the Project, which complement the Project Procedures Manual and the Clients systems.
- Document Control Administration: Responsible for implementing the document issue, numbering and distribution systems.
- Administration of Project: Based on the reporting requirements agreed with the Client and the Project Procedures Manual, solely responsible for administering the development process including monthly reports to the Client.

8 Design Management

- Project Brief: Responsible for reviewing with the Client the comprehensive brief for the Project, taking into account site planning, development phasing, building function, space requirements, land usage, site information, cost targets, time and quality targets, occupational requirements.
- Design Concept Co-ordination: Responsible for regularly and continuously monitoring the design process and the providing advice that will facilitate the production of the design concepts within the framework of the Project brief.

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- **Design Process Management:** Responsible for reviewing and approving the detailed design schedules with the Design Team. Responsible for monitoring progress of the design, identify schedule divergence and recommend the necessary remedial action. Responsible for reporting on cost and time effects of design changes. Responsible for managing, coordinating and reviewing the Design Team throughout the design and construction process. Ultimately & solely responsible for setting up and managing regular team meetings to resolve outstanding matters and ensure the continued achievement of the brief within the time, cost and quality parameters.
 - **Information Review:** Responsible for undertaking reviews of the design information, drawings, specifications and documentation to identify cost and schedule implications and compliance with the Project's requirements. Responsible for advising on the need for Peer Reviews / Technical Audits and conducting peer reviews / technical audits whenever required.
 - **Value Engineering:** Responsible for providing & implementing value engineering studies with the objective of maximizing the investment value of the Project. Responsible for evaluating the impact in terms of cost, performance, quality and schedule.
 - **Build-ability Analysis:** Responsible for arranging and reviewing build ability analysis with a view to optimize the proposed methods of construction in terms of quality, cost and time.

9 Cost Planning

- **Cost Planning:** Solely responsible for developing a cost model based on the Concept Design and develops an elemental conceptual estimate, which will be used to establish the Master Project Budget.
- **Project Budget Control:** Ultimately responsible for monitoring the Project Budget and advising the Client of any variances to the Project Budget. Responsible for maintaining the Budget and advising of the impact on funding requirements.

Responsible for carrying out tender analysis and negotiations with vendors and advising the Client accordingly.

- **Project Cash Flow:** Responsible for establishing the Project Cash Flow and monitoring system. Responsible for recommending procedure for certifying bills.

10 Schedule Management

- **Master Schedule:** Responsible for preparing an integrated Master Schedule for the Project, addressing the main phases of the Project, major milestones and key inter-relationships. Responsible for continuously monitoring and reviewing during execution of the Project. Responsible for review of sanction plan and advising the Client on the most appropriate development strategy to be adopted.
- **Execution Strategy:** Responsible for developing an overall execution strategy for the site including environmental plan, phasing and sequencing, logistics, safety plan, security, quality control and handover.

11 Procurement Management

- **Procurement Strategy:** Responsible for preparing and implementing strategies, plans and detailed guidelines for the procurement of all project services, taking into consideration specific conditions of the Project in terms of the need for local and/or international consultants and contractors, design, resources, time, long lead deliveries, local requirements and market conditions.
- **Procurement Terms and Conditions:** Responsible for determining the contract elements and the tender lists, and be involved in the detailed preparation of contractual terms for the procurement of designers, other consultants, contractors and suppliers.
- **Procurement:** Responsible for pre-qualifying, prepare Requests for Proposal for Tenders, tender, evaluate and recommend award of contracts. Responsible for advising on the procurement of long lead items and assist in the contracting. Responsible for inspecting materials & equipment being delivered to the site.

12 1.3 Construction Management

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- **Management of Construction:** Responsible for managing & monitoring the work of the construction contractors and suppliers to be executed in accordance with the contract agreements. Monitor materials, labour and equipment resources, and ensure that the work complies with the method statements and policies agreed with the Client.
 - **Logistics Support:** Responsible for reviewing and approving the site logistics plan developed by the Contractors, including site operations such as access, materials handling, storage, site accommodation, welfare, utilities, fire services and medical facilities.
 - **Quality Assurance / Control:** Responsible for establishing & implementing a system of quality assurance / control to ensure that construction works are carried out in accordance with the specification and quality assurance / control procedures. Responsible for advising on the need for independent testing services.
 - **Contract Administration:** Responsible for monitoring the progress of the contractors and suppliers work, measure performance against the Project Schedule and Project Budget, administer monthly payments, handle change orders, provide advise on site organizational and execution problems, advice on claims management and provide regular reports to the Client.
 - The detailed measurement of completed quantity prepared by the PMC shall be verified by Client. Bill for payment to the contractor shall be company the statement of quantities and relevant quantity control test results.
 - **Information Management:** Responsible for supervising with the Client a system for handling queries and communications with the contractors and the design team to resolve issues and to minimize the cost and time impact upon the Project.
 - **Schedule Management:** Responsible for reviewing, evaluating and advising on the schedules produced by the designers, other consultants and contractors to ensure that the Project Milestones are achieved including any revisions or updates during the project duration.
 - **Progress Management:** Responsible for establishing guidelines for regular project progress reporting by all parties with respect to the status of cost, schedule, information and decisions.
 - **Cost Management:** Responsible for administering and monitoring the Cost Plan throughout the duration of the Project. Responsible for providing the Client with information on the financial status of the Project, actual costs against budget, cash flows, the impact of change orders and forecasting of the anticipated cost

needed to complete the Project. Responsible for reviewing and recommending the payments to be made to Consultants and Contractors.

- Change Order Management: Responsible for evaluating proposed changes to the project scope and configuration in terms of impact upon design, scheduling, operations and the budget.
- Operational Manuals and As-Built Drawings: Responsible for monitoring the preparations of all necessary operations manuals, as-Built drawings and warranties for the property management group.
- Final Acceptance Standards: Responsible for establishing standards for final acceptance during the defects liability period. Approve remedial action and works completion prior to final acceptance.

Exclusions

- All statutory taxes / duties / levies prevailing at the time of invoicing will be borne by the Client
- Business related travel outside city limits shall be undertaken as instructed by Client and with prior written approval of Client and reimbursed by Client as per actual subject to supporting documents being provided. This excludes travel to and from the site.
- Based on the requirement, if the resources are to be hired on immediate basis the notice buyout, if any shall be borne by the Client, subject to prior written approval by the Client.
- In case there is revision in the scope of works the two parties shall be mutually agreed on additional compensation amount.
- All payments due to <PMC> against a submitted invoice shall be paid by Client within 15 days of receipt of invoice.
- Should there be an extension in the Project duration due to reasons outside the direct control of <PMC> or change in the agreed Scope of Services, the agreed monthly fee for the team deployed shall be payable towards such additional scope / services extended period.
- There will be no deduction in the fee on account of casual leave / holidays undertaken by the Project Team as per the company policy.
- **Approvals:** All approvals required for the project, charges for obtaining approvals, liaison charges, Mange with local government civic body, municipality, panchayat, etc marketing charges are excluded in the fee. The same shall be directly paid by the Client to the relevant authorities.
- **Design & Bill of Quantities:** Shall be done by competent design consultant. Preparation of all drawings, Bill of Quantities for tendering shall be under the scope of the design Consultant. Assist Client fully in defining scope of works and finalisation of design Consultant.
- **QS/ Cost Management:** It is our understanding that for full QS/ Cost Management, during pre-contract and post-contract period, proper qualified QS/ Cost Consultant is engaged by the Client for this project.

Annexure B : Area Assumption & Fee Schedule

1.0 AREA ASSUMPTION

The Fee for Scope of Services as described in our agreement shall be paid to the Project Management Consultant in the following stages consistent with the work undertaken by the Project Management Consultant. The following section details the duration envisaged for the project.

1.1 Area Assumptions

- Built-up Area : <.....>sqft
- Above Ground Area : <.....>sqft
- Below Ground Area : <.....>sqft
- Floors : <.....>sqft

2.0 FEE SCHEDULE

Stage	Duration (months)	Monthly Fee (INR in Lakhs)	Total Fee (Rupees in Lakhs)
• Signing Amount			<.....>
• Pre-Construction	<.....>	<.....>	<.....>
• Construction	<.....>	<.....>	<.....>
• Closeout & Handover	<.....>	<.....>	<.....>
Total Fee Proposal Sum			<.....>
(Rupees <.....>)			

In case the Project duration exceeds for the reason not attributable to Project Management Consultant, the fee to be agreed fee to be released for the extended duration. The Invoices will be raised by the Project Management Consultant at the beginning of every English calendar month for the succeeding month, and the Client will release within 10 days from the date of invoice. The payments are to be made on account and shall be adjusted against final amount payable.

Annexure C : Project Organisation Chart

<Attach Project Organisation Chart>

Annexure D : Manpower Deployment Schedule

<Attach Manpower Deployment Schedule>