

Contract Identification Number (CIN): DICDL/DSR/CNSL-MISC/EE/01

Consultancy Services of Employer's Engineer for  
Supervision Works for Miscellaneous Construction  
Projects in DSIR

Request for Qualification cum Proposal

Dholera Industrial City Development Limited (DICDL)  
6th Floor, Block No. 1 and 2, Udyog Bhavan,  
Sector-11, 'GH-4' Circle, Gandhinagar – 382017  
Gujarat, India

February' 2020

Prepared by:

Program Manager for New Cities (PMNC)

**AECOM**

## **PROCEDURE FOR E-TENDERING**

### ***(INSTRUCTION TO BIDDERS)***

**Sub: Consultancy Services of Employer's Engineer for Supervision Works for Miscellaneous Construction Projects in DSIR**

#### **1. ACCESSING / PURCHASING OF BID DOCUMENTS**

- (i) It is mandatory for all applicants to have Class-III digital signature certificate (in the name of person who will sign the application) (with both Signing and Encryption Certificate) from any of the licensed certifying agency ("CAs") {Applicants can see the list of licensed CAs from the link for the link [www.cca.gov.in](http://www.cca.gov.in)} to participate in e-tendering.
- (ii) To participate in the submission of Bids against the RFP, it is mandatory for the Bidders to get themselves registered with the [www.nprocure.com](http://www.nprocure.com) and to have user ID & password which has to be obtained by submitting an annual registration charges. The online payment facility for the submission of registration fee and tender processing fee, which is payable to E-Tender service provider on E-Tender portal [www.nprocure.com](http://www.nprocure.com)
- (iii) The RFP can be viewed/ downloaded from the [www.nprocure.com](http://www.nprocure.com) free of cost from issue date to Bid Due date up to 1500 Hours. Following may be noted:
  - a) The amendments /clarification to the RFP, if any, will be posted on the [www.nprocure.com](http://www.nprocure.com). The Bidders are advised to see Website from time to time no to miss any amendments.
  - b) Applications can be submitted only during the validity of registration with the [www.nprocure.com](http://www.nprocure.com).
  - c) If the Applicant has already registered with the [www.nprocure.com](http://www.nprocure.com) and validity of registration has not expired, then such Applicant does not require fresh registration.
- (iv) To participate in bidding, **Bidders** have to pay a sum of Rs. 23,600/- (Rs. twenty-three thousands six hundreds only) (Rs 20,000/- plus GST Rs 3,600/-) as a cost of the Tender fee (non-refundable) by demand draft in favour of "**Dholera Industrial City Development Limited**", **Gandhinagar payable at Gandhinagar**"

#### **2. PREPARATION & SUBMISSION OF APPLICATIONS**

- (i) A Vendor manual containing the detailed guidelines for e-tendering system is also available on [www.nprocure.com](http://www.nprocure.com).
- (ii) The following documents shall be prepared and scanned in different files (in PDF or ZIP format such that file size is not more than 2 MB) and uploaded during the on-line submission of proposal. These documents shall also be submitted in "**ORIGINAL**" to DICDL before the prescribed date & time for submission of proposals.
- (iii) **The following shall be the form of various documents in the Application:**
  - A. Only Electronic Form (to be uploaded on the E-tendering portal of Employer)**
    - a. Technical proposal as indicated in Para 'B' below.

b. Financial proposal as per format prescribed in 'Section: 7' of RFP.

**B. Hard copy in Original (identical to proposal to be submitted in Sealed Envelope and also Electronic form to be uploaded on the E-tendering portal of Employer)**

**(I) Technical Proposal in Hard Bound Form including**

- (a) Power of Attorney for Authorized Representative (as per Annexure I).
- (b) Joint Bidding Agreement (in case of JV/ consortium); (as per Annexure II).
- (c) If applicable, Power of Attorney for Lead Member of JV/ consortium; (as per Annexure III).
- (d) Copy of Memorandum of Understanding, if applicable.
- (e) Firm's credentials as per format prescribed in SECTION-5 OF RFP.
- (f) Technical proposal as per format prescribed in SECTION-6 OF RFP.

**(II) Cost of RFP by Demand Draft for Rs. 23,600/- (Rupees Twenty-Three Thousands Six Hundreds only) in favour of "Dholera Industrial City Development Limited", Gandhinagar payable at Gandhinagar".**

**(III) Bid Security (for the amount given in section 2 of RFP) in the form of a Demand Draft or a Bank Guarantee in the format specified in this document.**

(iv) The Applicant shall submit the original documents specified above in point no. 2 (iii) B together with their respective enclosures and seal it in an envelope and mark the envelope as "Technical Proposal" for the Project for which proposal is submitted and name and address of the Applicant. The envelope must be clearly marked **"TO BE OPENED ONLY ON DUE DATE & TIME IN THE PRESENCE OF THE TENDER EVALUATION COMMITTEE"**.

In addition, the Bid due date should be indicated on the right-hand corner of the envelope. The original documents should be submitted before 1500 hours Indian Standard Time on the Bid due date.

(v) The Applicant shall upload scanned copies of the Technical Proposal and Financial Proposal as specified in point nos. 2 (iii) A & B above on the E-tendering portal of Employer before 1500 hours Indian Standard Time on the Bid Due Date. Hard copy of the documents as specified in point nos. 2 (iii) B above only is required to be submitted. Financial Proposal is to be submitted on-line only and no hard submission is to be made. In the event of any discrepancy between the original and the copy (in electronic form), the original shall prevail.

**3. MODIFICATION / SUBSTITUTION/ WITHDRAWAL OF BIDS**

- (i) The Bidder may modify, substitute or withdraw its e- bid, prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- (ii) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Employer, shall be

generally disregarded. However, the Employer may at its sole discretion may treat the same as considered appropriate without any reference to the bidder.

- (iii) For modification of e-bid, bidder has to detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid.
- (iv) For withdrawal of bid, bidder has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid.
- (v) Before withdrawal of a bid, it may specifically be noted that after withdrawal of a bid for any reason, bidder cannot re-submit e-bid again.

#### **4. OPENING & EVALUATION OF BIDS:**

- (i) The Technical proposals will be opened both on-line and manually for Technical Proposal and Financial proposals will be opened later online only. The physical/technical proposal of only those bidders will be opened who have submitted online proposal.
- (ii) For participating in the tender, the authorized signatory holding Power of Attorney shall be the Digital Signatory. In case the authorized signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered non-responsive.
- (iii) The Employer shall open Envelope containing Technical Proposal received as mentioned in point no. 2 (iii) B above at 1530 hours Indian Standard Time on the Bid Due Date in the presence of the Bidders who choose to attend. The Employer will subsequently open the Technical Proposal as mentioned in point no. 2 (iii) A (a) above and evaluate the Applications in accordance with the provisions set out in the RFP.
- (iv) The Financial Proposal of the short-listed applicants, who qualify for financial opening, will be opened as per RFP. The date of opening of Financial Proposal will be notified later on.

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## DISCLAIMER

The information contained in this Request for Proposal document (the “**RFP**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of the Employer or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Employer to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their bid pursuant to this RFP (the “**Bid**”). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Employer in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Employer, its employees or advisors to consider the objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Employer accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Employer, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in the Bidding Process.

The Employer also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Employer may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that the Employer is bound to appoint the selected Bidder for the Project and the Employer reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission

of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Employer or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Employer shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by the Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

## 1. INTRODUCTION

### 1.1 Background

- 1.1.1 Government of India has envisaged the development of Delhi Mumbai Industrial Corridor (DMIC) along the alignment of proposed Multi-modal High Axle Load Dedicated Freight Corridor between Delhi and Mumbai, covering an overall length of 1483 km.

NICDIT trust and Dholera Special Investment Region Development Authority (DSIRDA) formed a SPV as Dholera Industrial City Development Limited (DICDL) for implementation of projects.

The Dholera Special Investment Region (DSIR) is the first investment region to be implemented under DMIC project. As a major new city, Dholera will be a Greenfield industrial hub located approximately 100km south of Ahmedabad in Gujarat.

DMICDC, with support of Gujarat Infrastructure Development Board (GIDB) and Dholera Special Investment Region Development Authority (DSIRDA), plan to create an economically and socially balanced new-age city with world class infrastructure and highest quality-of-life standards and sustainability in the urban development context.

The DSIR has been planned over an extensive area of land measuring approximately 920sqkm encompassing 22 villages of Dholera Taluka in the Ahmedabad District. This node is strategically located near the industrial cities of Vadodara, Ahmedabad, Rajkot, Surat and Bhavnagar urban agglomerations.

DMICDC, with the support and partnership of the Government of Gujarat, plans to create an economically and socially balanced new-age city with world class infrastructure and high quality-of-life standards and sustainability in the urban form.

In order to achieve this objective, DMICDC is planning for the development of DSIR to take place in phases over a period of 30 years.

The developable area in DSIR is divided into six (6) Town Planning Schemes.

Town Planning Schemes 1 and 2 cover the development in Phase-I. Town Planning Scheme 1 covers an area of approximately 51sqkm and Town Planning Scheme 2 covers an area of approximately 102sqkm.

For practical implementation purposes, TP2 is broken down into two packages; the area to the west of the Central Spine Road (SH6) is TP2 (West), and the area to the east of the Central Spine Road (SH6) is TP2 (East). TP2E covers an area of approximately 57.41sqkm and TP2W covers an area of approximately 43.11sqkm with an area of 2.3 Sq Km falling under the Expressway ROW.

For trigger development of Dholera SIR, an Activation Area is identified which acts as a catalyst for further investments and attracts local and global investors. The Activation Area is spread across an area of approximately 22.5sqkm. The area has approximately 72kms of roads and has an optimum mix of land use comprising of industrial, residential, mixed use, recreation and tourism. The area selected is based on immediate availability of land and its future status after implementation of TP schemes (area with the highest

opportunity of commencement of site work).

**The Employer invites proposals for:**

**Consultancy Services for Employer's Engineer for Supervision Works of  
the Miscellaneous Construction Projects in Dholera SIR.**

## 2. INFORMATION TO CONSULTANTS

Sub: **Consultancy Services of Employer's Engineer for Supervision Works of the Miscellaneous Construction Projects in DSIR.**

### 2.1 General

2.1.1 The Employer invites proposals from eligible consultant for engaging Employer's Engineer (EE) on the basis of International Competitive Bidding for supervision works of the following construction packages in Dholera Special Investment Region.

Contract	Name of the Project	Estimated Cost in Rs. Crores	Start / Planned Start	Tentative Completion Date	Construction Period in months	Defect Liability period / Maintenance period in months	Likely Physical Progress (%) till Award of EE Contract
<b>A</b>	<b>New Construction Works</b>						
1	Construction of Bunding for Flood Protection of Adhiya River in Dholera Special Investment Region	27.00	Aug 2020	Feb 2022	18	24	-
2	Enhancement of Side Slopes of Storm Water Canal in Activation Area in Dholera Special Investment Region	24.33	April 2020	Nov 2021	19	24	-
3	Earth Filling for selected plots within Activation area in DSIR	111	April 2020	Aug 2021	12	12	-
4	Construction of Service Area Buildings in Dholera Special Investment Region, Dholera	58.26	May 2020	Jan 2022	20	48	-
<b>B</b>	<b>Ongoing Construction Works</b>						
5	Construction of Canal Front Development including Land Filling, Civil, MEP and Landscape for Zone 02 in DSIR	24.05	May 2019	July 2020	12	12	60.0
6	Construction of Canal Front Development including Land Filling, Civil, MEP and Landscape for Zone 03 in DSIR	14.06	May 2019	July 2020	12	12	60.0
7	Construction of Service Area Buildings in Dholera Special Investment Region, Dholera	46.21	Oct2019	Mar 2021	18	48	3.0

The physical progress as shown above for ongoing projects is targeted & expected till this Consultancy Contract is awarded. No Contract price change will be applied if same happens to be in range of +/- (10) %

- 2.1.2 Selection of contractors for projects shall be as per selection procedures given in the respective RFQ cum RFP by the Employer. The selected EE shall be intimated to the Contractor.
- 2.1.3 The proposal shall be submitted in English Language and all correspondence would be in the same language.
- 2.1.4 The Employer *intends to appoint a Consultant to act as Employer's Engineer for implementation of these Miscellaneous Contract Projects*. As per the Terms and Conditions of the respective Agreement (s), the Employer's Engineer shall perform all the duties as per TOR given in this RFP along with any amendment thereof. The selection of Employer's Engineer shall follow the laid down procedures given in the Contract Agreement signed between Employer and Contractor.
- 2.1.5 The interested consultancy firms may download the RFP document from the official website of the Employer up to Bid Due Date up to 1500 hrs. The Consultant who download the RFP document from the website will be required to pay the non-refundable fee of Rs. 23,600/- (Twenty-Three Thousand Six Hundreds Only) at the time of the submission of the Bid proposal. The RFP will be invited through e-tendering portal.
- 2.1.6 The Bidder shall furnish as part of its Proposal, a bid security of Rs. 16,00,000/- (Rs Sixteen Lakhs only) either in the form of a Demand Draft or in the form of a Bank Guarantee (as per the format specified in Appendix N of this RFP document) (the "Bid Security"), valid for 60 days beyond the validity of the bid. The Bid submitted without Bid Security will be summarily rejected. The Bid Security of the successful Bidder will be returned when the Bidder has signed the Contract Agreement with the Employer and has furnished the required Performance Guarantee as specified in the document within 15 days from the receipt of the Letter of Acceptance. The Bid Security will be forfeited at Employers discretion:
- (a) If a Bidder withdraws its bid or changes in any form during the period of bid validity.  
Or
  - (b) If the Bidder fails to accept the Employer's corrections of arithmetic errors in the Bidder's bid (if any), or
  - (c) If the successful Bidder fails to sign the contract agreement with the Employer within the prescribed period, or
  - (d) If the Successful Bidder fails to furnish the Performance Security within the stipulated time.

Unqualified bidders would be informed regarding their non-qualification, without any explanation and thereafter Bid Security would be returned after the evaluation of the financial proposal and signing the contract agreement with the successful bidder.

- 2.1.7 The proposal should be submitted by consultancy firms in two parts. **Part 1: Technical Proposal and Part 2: Financial Proposal.**

**Stage -1** of the Evaluation shall consider the evaluation of the Technical & financial capacity Proposal (i.e. Part 1) as at clause 2.1.11 & 2.1.12 hereinafter. The firms

qualifying Technical & Financial parameters only will be shortlisted for next level of scrutiny. Among such shortlisted list, the bidders scoring the qualifying marks (minimum 75%) as mentioned in RFP shall only be considered for further evaluation.

**Under stage 2**, the financial proposal of such firms as shortlisted above shall be opened and evaluated. Proposals will finally be ranked according to their quoted prices as specified in clause 3.5 of section 3. The first ranked Bidder shall be selected for price justification (the "Selected Bidder"), if required so, while the second ranked Bidder will be kept in reserve.

- 2.1.8 The total time period for the assignment as Employer's Engineer will be up to 23 Months for Construction Period up to 48 Months thereafter in staggered manner for Maintenance / Defect Liability Period as defined in TOR with reduced man power.
- 2.1.9 Consultants may apply either as a sole firm or forming Joint Venture with other consultants. In case of Joint Venture, the maximum number of Joint Venture partners is limited to 2 (i.e. one lead + 1 JV partners). Formulation of more than one JV with different partners for the same work is not allowed and all such proposals involving the firms shall be treated as non-responsive. If the consultant submits bids as sole Bidder and also in JV with another consultant, both bids shall be summarily rejected. No consultant shall submit more than one bid.
- 2.1.10 Deleted
- 2.1.11 Consulting firms meeting the following criteria are only eligible for applying for this assignment. Firms not meeting these criteria need not apply.

A) Eligibility criteria for Bidder firm.

I) Project Supervision / Independent Consultant –

The firm should have experience of Construction supervision or owner's engineer or Project Management services consisting of Construction supervision during last 10 Years; for

**a) Building Projects**

- (i) One contract of Buildings projects of value Rs 84.00 Crores  
or  
(ii) Two contracts of Building projects of value Rs 52.50 Crores each  
or  
(iii) Three Contracts of Building projects of value Rs 42.00 Crores each

**And**

**b) Area developments projects**

- i) One Contract of Area development project of Value Rs 148.00 Crores.  
or  
ii) Two Contracts of Area development project of Value Rs 93.00 Crores each

- or  
iii) Three Contracts of Area development project of Value Rs 74.00 Crores each

Further the above experience can be in same or separate contracts.

In case the bidder does not have requisite experience in (a) and (b) both and is claiming qualification in (a) or (b) above, he can have joint venture with other firm meeting qualification for (b) or (a) respectively and furnish experience details in support of qualification data as asked for.

Employer's order copies and/ or certificates should be submitted substantiating the experience claimed by the firm.

## II Financial qualification

Annual average turnover of the bidder during last 3 years must be INR. 6.0 Crores. However in case of bids in Joint Venture the Annual average turnover of the lead bidder and JV Partner during last 3 years must be INR. 4.0 Crores each.

Annual turnover duly certified by Chartered Accountant/ Statutory Auditor shall be accepted. In case of non- availability of such documents the same will not be considered.

- 2.1.12 Following enhancement factor will be used for the cost of services provided and for the turnover from consultancy business to a common base value for works completed in India:

Year of completion of services / turnover	Enhancement factor
Financial year 2018-19	1.00
Financial year 2017-18	1.10
Financial year 2016-17	1.21

Bidder should indicate actual figures of costs and amount for the works executed by them without accounting for the above mentioned factors.

In case the financial figures and values of services provided are in foreign currency, the above enhancement factors will not be applied. Instead, current market exchange rate will be applied for the purpose of conversion of amount in foreign currency into Indian Rupees.

- 2.1.13 Consultants (sole firm or lead firm and any of the JV partners) who have been debarred by any central/state government organization and the debarment is in force as on last date of submission of proposal, need not apply as their RFP proposal will not be entertained.
- 2.1.14 Employer will not be responsible for any delay, loss or non-receipt of RFP document sent by post/courier. Further, Employer shall not be responsible for any delay in receiving the proposal and reserves the right to accept/reject any or all applications without assigning any reason thereof.
- 2.1.15 The two parts of the Proposal (Technical proposal and Financial proposal) must be

submitted on-line with all pages numbered serially, along with an index of submission as per procedure under e-tendering. The technical proposal is also required to be submitted in a hard bound form exactly as per submission made online with all pages numbered serially along with an index of submission. (Hard bound implies binding between two covers through stitching or otherwise whereby it may not be possible to replace any paper without disturbing the documents). Spiral bound form, loose form, etc. will not be accepted. The Financial proposal is to be submitted online only. Submission in any other form shall not be acceptable. In the event, any of the instructions mentioned herein have not been adhered to; the Employer may reject the Proposal.

- 2.1.16 Employer will be at liberty to keep the credentials submitted by the Consultants at bidding stage, in public domain and the same may be uploaded by Employer on Employer's web-site. Consultants should have no objection if Employer uploads the information pertaining to their credentials as well as of their key personnel.
- 2.1.17 The individual key personnel proposed in the bid by the consultants or any replacement thereof should undertake that they shall have no objection in uploading/hoisting of their credentials by Employer in public domain.
- 2.1.18 RFP submission must be received not later than 1500 hrs on online and physical submission Bid Due Date respectively in the manner specified in the RFP document at the address given below.

**Address of the Employer:**

**General Manager ,  
Dholera Industrial City Development Limited,  
6th Floor, Block No. 1 and 2, Udyog Bhavan,  
Sector-11, 'GH-4' Circle, Gandhinagar – 382017  
Gujarat, India**  
Phone: +91-0792975-0500 , Fax: +91-079-2975-0502  
Email: [dbrahmbhatt@dicdl.in](mailto:dbrahmbhatt@dicdl.in)

**2.2 Schedule of Bidding Process**

The Employer shall endeavor to adhere to the following schedule:

<b>Sl. No.</b>	<b>Event Description</b>	<b>Date</b>
1.	Date of Issue/ availability of RFP document	: 28.02.2020
2.	Last date for receiving queries	: 12.03.2020
3.	Pre-BID meeting	: 16.03.2020 at 1200Hrs
4.	The Employer response to queries latest by	: 18.03.2020
5.	BID Due Date (online submission BDD)	: 07.04.2020 at 1500 Hrs
	Bid Due Date (Physical submission)	: 08.04.2020
6.	Opening of Technical Bids	: 08.04.2020 at 1530 Hrs
7.	Opening of Financial Bid	: After sanction of technical Bid.

### 3. LETTER OF INVITATION TO CONSULTANTS

#### 3.1 Introduction

- 3.1.1 Bids are invited from consulting firms either as a sole firm/joint venture with other consultant willing to act as Employer's Engineer to submit a proposal for providing consulting services required for the assignment named in the attached Letter of Invitation. The Consultants proposal could form the basis for future negotiations and ultimately a contract between the Consultant and the Employer.
- 3.1.2 A brief description of the assignment and its objectives are given in the Terms of Reference (TOR).
- 3.1.3 The assignment shall be implemented in Construction Period 23 months) and Defect Liability / Maintenance Period up to 48 months in staggered manner for different projects).
- 3.1.4 This RFP is neither an agreement nor an offer by the Employer to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements and assumptions, which reflect various assessments, arrived at by the Employer in relation to the Consultancy. Such assessments and statements do not purport to contain all the information that each Bidder may require. The information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations about the assignment and the local conditions before submitting the proposal by paying a visit to the Client and the project site, sending written queries to the client, before the date and time specified in the Data Sheet.
- 3.1.5 Please note that (i) the costs of preparing the proposal and negotiating for the contract, including a visit to site, are not reimbursable as a direct cost of assignment and (ii) Employer is not bound to accept any of the proposals received by it and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Consultants.
- 3.1.6 Any firm associated with the Contractor(s) as Design Consultant and/or Construction Supervision Consultant is not eligible to participate in the bidding.
- 3.1.7 Those Consultants who were engaged by DMICDC for the subject project(s) as Preliminary Design Consultants shall not be permitted to submit proposal for providing the consultancy services as Employer's Engineer for the same project either individually or in JV with other firms.
- 3.1.8 Consultant have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or than may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract and/or any other action as deemed fit by the Employer at any stage.

- 3.1.9 It is the Employer's policy that the consultants observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Employer:
- (a) Defines, for the purpose of this paragraph, the terms set forth below as follows:
    - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
    - (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
    - (iii) "collusive practices" means a scheme or arrangement between two or more consultants with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
    - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or affect the execution of a contract.
  - (b) Will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
  - (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and
  - (d) Will have the right to require that a provision be included requiring consultants to permit the Employer to inspect their accounts and records relating to the performance of the contract and to have them audited by authorized representatives of Employer.
- 3.1.10 Consultants, their JV partner and their Sub-Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.
- 3.1.11 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, in the Financial Proposal.
- 3.1.12 The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of

validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award.

### **3.2 Clarifications and Amendment of RFP Documents**

- 3.2.1 The Consultants may request a clarification on any of the RFP documents up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all consultants who have purchased the RFP document. Clarification/amendment will also be hosted on Employer's web-site.
- 3.2.2 At any time before the submission of Proposals, the Client may for any reason, whether at its own initiative or in response to a clarification requested by a Consulting firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addendum. Addendum may be sent by mail, cable, telex, facsimile or electronic mail to consultants or/and will be hosted on Employer's website which will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

### **3.3 Preparation of Proposal**

- 3.3.1 The Bidders shall submit their proposal in Two Parts strictly using the formats enclosed herewith (refer section 5, 6 and 7) in 2 separate envelopes/packages and put together in one single outer envelope/package. The two parts shall be:

**Part 1: Technical Proposal and  
Part 2: Financial Proposal.**

The proposal shall be written in the English language as specified in the Data Sheet. All pages of the Proposal shall be signed by an authorized representative. The representative's authorization shall be confirmed by written Power of Attorney duly notarized to be submitted with the proposal. In case of JV , a MoU indicating the specific Projects, input and role of each Partner etc. shall be submitted with the proposal.

#### **Part 1: Technical Proposal**

- 3.3.2 The Bidders shall examine all terms and conditions included in the documents. Failure to act or to provide all requested information will result in rejection of proposal.
- 3.3.3 During preparation of the Technical proposal Bidders shall give particular attention to the following:
- (i) The man-months for the assignment as stated in the Terms of Reference are minimum and indicative. Based on scope identified in the Tender document the bidder shall make his own estimate of manpower and can add in column provided in N-Procure website while making price bid and shall quote accordingly. The same shall be considered for the purpose of evaluation as well as award. In case the man months of TOR are amended in view of Client's own initiative or

in response to clarification sought by any Consulting firm during post bid meeting, the man months so amended and published shall be considered for the purpose of evaluation as well as award.

- (ii) Deleted
- (iii) No alternative to any key professional staff may be proposed and only one Curriculum Vitae (CV) may be submitted for each position and a good working knowledge of the language specified in the data sheet is essential for key professional staff on this assignment. Reports must be in the language (s) specified in the data sheet.

3.3.4 Technical Proposal must provide the following information, using but not limited to the formats attached in the Section 5 & 6:

- (i) A brief description of the firm's organisation and an outline of recent experience of the Consultants and, in the case of Joint Venture, for each partner, on assignments of a similar nature. The information which Bidders shall provide on each assignment should indicate, inter-alia, the profiles of the staff provided, duration, contract amount and firm's involvement. ***The details of assignments on hand shall also be furnished by the consultant and their JV partner, separately.***
- (ii) Any comments or suggestions on the ToR and a description of the methodology (work plan) which the firm proposes to execute the services, illustrated with bar charts of activities.
- (iii) The composition of the proposed staff team, the tasks which shall be assigned to each and their timing.
- (iv) Requirement for submission of CVs:
  - a. CVs strictly in the prescribed format and recently signed in blue ink on each page by both the proposed professional staff and the Managing Director/Head or the authorized representative of the firm.
  - b. Key information should include years with the firm and degree of responsibility held in various assignments. In CV format, at summary, the individual shall declare his qualification & total experience (in years) against the requirements specified in TOR for the position (Ref. Enclosure-B of TOR). If any information is found incorrect, at any stage, action including termination and debarment from future projects up to 2 years may be taken by Employer on the personnel and the Firm.
  - c. Each of the Key personal being proposed must be in regular service of the Consultant for at least past 2 years.
  - d. Deleted
  - e. All the CVs which are to be evaluated should be complete in all respects including signing and certification by the individual and the firm.

- f. If a CV score of any key personnel less than 75% marks, whatever marks it score will be carried forward for maximum 3 nos. of key personnel for determining the total score of the firm. However, if the Key Personnel does not fulfill the minimum academic qualification (as mentioned at Enclosure-B of TOR of RFP), the overall score of his CV will be evaluated as zero. If the Key Personnel does not fulfill the minimum qualification related to experience (as mentioned at Enclosure-B of TOR of RFP), then zero marks will only be assigned for that sub criteria, but the marks obtained by the CV of the Key Personnel will be carried forward for maximum 3 nos key personnel for determining the total score of the firm. In case, a firm is shortlisted for award then all such Key Personnel (whose CV scores less than 75% or who does not fulfill the minimum qualification) will have to be replaced by the firm at the time of contract negotiations by persons scoring at least 75% marks. The reduction in remuneration of such replacements shall be 2.5%, each for 1st replacement, 2<sup>nd</sup> replacement and 3<sup>rd</sup> replacement respectively. In case more than 3 CV scores less than 75% marks or Team leader scores less than 75% marks, the proposal shall be considered non-responsive. During negotiation, Key Personnel will be required to produce certificate regarding qualification and experience. However, the officials retired from MoRT&H/State/UT PWD may be exempted from producing the experience certificate.
- (v) Deployment Schedule for each key personnel should be formulated and incorporated in the Technical Proposal which will be reviewed on quarterly basis.
- (vi) Estimates of the total time effort (person x months) to be provided for the services, supported by bar chart diagrams showing the time proposed (person x months) for each professional staff and sub professional staff.
- (vii) A certification to the effect should be furnished by the Consultant that they have checked the qualifications and experiences details submitted by the key personnel in their CVs and found to be correct. This certification should be made in CVs of all key personnel after the certification by the candidate. The format of CV includes certification to this effect.
- (viii) Each key personnel of the preferred Consultant shall be called for interview at the time of negotiation at the cost of Consultant.
- (ix) Replacement of key personnel shall be considered only in unavoidable circumstances. In no case more than two replacements of key personnel shall be permitted during negotiation and in such cases Consultant and such key personnel shall have to submit affidavit to the effect that during the period of assignment specified in clause no 2.1.8 of Section:2, the replaced key personnel shall not be professionally employed anywhere in Employer's works. Employer shall not further consider CV of such key personnel directly or indirectly for any of its projects for this period. The reduction in remuneration of such replacements shall be 5% each for 1st replacement and 2nd replacement within validity period of bid. In case during negotiations held within validity period of bid, more than two replacements are sought by the shortlisted Bidder consultant, his proposal shall be considered as Non-Responsive. In case during interaction with the key personnel at the time of negotiation it is found that the key personnel proposed is un-suitable for the assignment position, his replacement by equivalent or better shall be

provided by the consultant. The key personnel with such un-suitable CV shall not be considered in any future bids for that position for two years. No deduction for such replacement who are not found suitable during interaction shall be made.

In the eventuality that a firm becomes non-responsive, for the third time, due to the action of replacements of more than 2 key personnel during negotiation, the firm and its constituent JV partners shall be debarred up to one years for Employer's consultancy projects.

(x) Any additional information.

3.3.5 The technical proposal must not include any financial information.

## **Part 2: Financial Proposal**

(i) The Financial Proposal must be strictly using the formats attached in Section 7. No additional items/quantities other than that specified in the formats should be proposed by the Consultants since the same shall not be considered for the evaluation/award.

(i) The monthly amount shall be computed based on billing rates for services rendered by the personnel of all categories namely (i) key Personnel; (ii) sub-Professional personnel and (iii) Support staff on man-moth wise, (iv) transportation (v) Duty travel to site (vi) Airal survey (vii) Other expenses etc. as per cost estimate presented in Schedule - G.

(ii) The monthly amount so computed as above shall be based on actual deployment of resources subject to month wise limits of such resources as provided in contract.

(iii) Beginning 13th months from the first date following last date of Bid submission month, the rates shall be increased to cover all items of the contract i.e. remuneration, transportation, duty travel, Other expenses etc. at simple rate of @ 5% every 12 months. However, for evaluation and award of the Bid proposals, the quoted initial rate (as applicable for first 12 months from last date of submission of bid) shall be multiplied by the total time input for each position on this contract, i.e. without considering the increase in the billing rates. All payments shall be made in Indian Rupees and shall be subjected to applicable Indian laws withholding taxes if any.

(iv) 60 % of the amount worked for deployment quantity shall be periodic and shall be released from month to month. Balance 40% payments shall be payable at every 10 % percentage progress of individual projects in proportion to Estimated cost and shall be paid without any interest.

(v) The percentage financial progress of the respective projects as admitted as per respective contract shall be considered for determining such 40 % payment.

3.3.6 The Financial Proposal should clearly identify as a separate amount, the local taxes (including social security), duties, fees, levies and other charges imposed under the applicable law, on the consultants, the sub-consultants, and their personnel (other than

nationals or permanent residents of the government's country); unless the Data Sheet specifies otherwise. This cost, however, will not be considered in evaluation.

- 3.3.7 Consultants shall quote the price of their services in the Indian Rupees only.
- 3.3.8 GST as applicable shall be paid to the consultant while making payment for services rendered. The consultants shall then deposit the same with the tax authorities and provide a proof of having done so within stipulated time in line with policy circulars issued by Employer. Employer shall pay the subsequent GST only on proof of submission for the previous quarter.

### **3.4 Submission, Receipt and Opening of Proposals**

#### **3.4.1 Preparation and submission of Bids**

- (i) Detailed RFP may be downloaded from E-tendering portal of Employer and the Bids may be submitted online following the instructions appearing on the screen.
- (ii) The following shall be the form of various documents in the Bid:

**A. Only Electronic Form (to be uploaded on the E-tendering portal of Employer)**

- (a) Technical proposal as indicated in para "B" below.
- (b) Financial proposal as per format prescribed in SECTION-7 OF RFP.

**B. Hard copy in Original (identical to proposal to be submitted in Sealed Envelope and also Electronic form to be uploaded on the E-tendering portal of Employer)**

**(a) Technical Proposal in Hard Bound Form including:**

- (b) Receipt of payment towards Tender Fee of Rs. 23,600/- (Rupees Twenty Three Thousands Six Hundreds only) by demand draft in favour of "Dholera Industrial City Development Limited" payable at Gandhinagar.
- (c) Bid Security (for the amount given in section 2 of this document) either in the form of a Demand Draft or Bank Guarantee in the format specified in this document.

- (iii) The Bidder shall submit the original documents specified above in point no. 3.4.1 (ii) B together with their respective enclosures and seal it in an envelope and mark the envelope as "Technical Proposal" for the Project for which proposal is submitted and name and address of the Bidder. The envelope must be clearly marked **"TO BE OPENED ONLY ON DUE DATE & TIME IN THE PRESENCE OF THE TENDER EVALUATION COMMITTEE"**.

- (iv) In addition, the Bid due date should be indicated on the right hand corner of the

envelope. The original documents should be submitted on or before 15:00 hours Indian Standard Time on the Bid due date, at the below mentioned address in the manner and form as detailed in the RFP. A receipt thereof should be obtained from:

**Dholera Industrial City Development Limited,  
6th Floor, Block No. 1 and 2, Udyog Bhavan,  
Sector-11, 'GH-4' Circle, Gandhinagar – 382017  
Gujarat, India  
Phone: +91-079-29750500, Fax: +91-079-29750502**

- (v) The Bidder shall upload scanned copies of the Technical Proposal and Financial Proposal as specified in point nos. 3.4.1 (ii) A & B above on the E-tendering portal of Employer on or before 1500 hours Indian Standard Time on the Bid due date. Hard copy of the documents as specified in point nos. 3.4.1 (ii) B above only is required to be submitted. Financial Proposal is to be submitted On-line only and no hard submission is to be made. In the event of any discrepancy between the original and the copy (in electronic form), the original shall prevail.

#### 3.4.2 Modification/Substitution/ Withdrawal of bids

- (i) The Bidder may modify, substitute or withdraw its e- bid, prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- (ii) Any alteration/modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Employer, shall be disregarded.
- (iii) For modification of e-bid, bidder has to detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid.
- (iv) For withdrawal of bid, bidder has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid.
- (v) Before withdrawal of a bid, it may specifically be noted that after withdrawal of a bid for any reason, bidder cannot re-submit e-bid again.

#### 3.4.3 Opening and Evaluation of Bids

- (i) Opening of Proposals will be done through online for Financial Proposal and both on-line and manually for Technical Proposal.
- (ii) For participating in the tender, the authorized signatory holding Power of Attorney shall be the Digital Signatory. In case the authorized signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered non-responsive.

The Employer shall open Envelope containing Technical Proposal received as mentioned in point nos. **3.4.1 (ii) B** at 15:30 hours Indian Standard Time on the Bid due date in the presence of the Bidders who choose to attend. The Employer will subsequently open the Technical Proposal as mentioned in point no. **3.4.1 (ii)**

A (a) above and evaluate the Bids in accordance with the provisions set out in the RFP.

- (iii) The Financial Proposal 3.4.1 (ii) A (b) will be opened of the short listed Bidders who qualify for financial opening as per RFP. The date of opening of Financial Proposal will be notified later on.

#### 3.4.4 Test of Responsiveness:

- i. it is received by the Proposal Due Date including any extension thereof in terms hereof;
- ii. it is signed, sealed, numbered, bound together in hard cover and marked as stipulated in this RFQ cum RFP;
- iii. it does not contain any condition or qualification;
- iv. It is not non-responsive in terms hereof;
- v. the Proposal is received in the forms specified in this RFQ cum RFP.

### 3.5 Proposal Evaluation

3.5.1 A two -stage procedure shall be adopted for evaluating the proposals.

3.5.2 Deleted.

#### Technical Proposal

3.5.3 The Evaluation Committee appointed by the Employer shall carry out its evaluation applying the evaluation criteria and point system specified in the data sheet. Each responsive proposal shall be attributed a technical score (ST). Only those Bidders whose Technical proposal score 75 marks or more out of 100 shall qualify for further consideration. However, if the number of such pre-qualified Bids is less than two, the Employer may, in its sole discretion, pre-qualify the Bidder(s) whose technical score is less than 75 marks.

#### Financial Proposal

3.5.4 After the evaluation of Technical Proposals is completed and the shortlist of firms is finalised, the Employer may notify those consultants whose proposals were not considered as per conditions of RFP. The Employer shall simultaneously notify the shortlisted firms indicating the date and time set for opening of the Financial Proposals.

3.5.5 The Financial Proposals shall be opened publicly in presence of the representatives of shortlisted consultants who choose to attend. The name of the such shortlisted consultant and the quoted prices shall be read aloud and recorded when the Financial Proposals are opened. The Employer shall prepare minutes of the public opening.

3.5.6 The Evaluation Committee will determine whether the submitted Financial Proposals are complete (i.e. whether they have included cost of all items of the corresponding proposals; if not, then the cost towards such missing items will be considered as NIL, but the Consultant shall, however, be required to carry out such obligations without any additional compensation.) and without computational error. In case under such circumstances, if Employer feels that the work cannot be carried out within the overall

cost as per the submitted financial proposal, such proposals shall be considered non-responsive.

3.5.7 Deleted

3.5.8 Deleted

3.5.9 The Lowest quoted Consultant (L-1) shall be the selected for award and negotiation if so required. The second lowest Bidder (L-2) shall be kept in reserve and may be invited for negotiation in case the first ranked Bidders withdraws or fails to comply the requirements specified in this document.

### **3.6 Negotiations**

3.6.1 Prior to the expiration period of validity of proposal, the Employer shall notify the successful firm in writing by registered letter or facsimile and may either issue LOA, if negotiation is not required or may invite it for negotiation .

3.6.2 Negotiation normally take one to two days. The aim is to reach agreement on all points and initial a draft contract by the conclusion of negotiations.

3.6.3 In case of award is not finalized within 180 days from the Bid Receipt Date due to reasons attributable to Employer, the selected shortlisted consultant (L-1) shall be permitted for replacement up to a maximum of 50% key personnel with key personnel of equivalent or better qualifications without considering the same as replacement and without any deduction. However, for avoidance of doubt, it is clarified that replacement of key personnel whose CV has scored less than 75% marks shall continue be considered as replacement as per para 3.3.4.(iv) (f).

3.6.4 Negotiation shall commence with a discussion on Bidders technical proposal, the proposed methodology (work plan), staffing. Agreement must then be reached on the staffing and bar charts, which shall indicate activities, staff, periods in the field and in the home office, staff months, logistics and reporting. Special attention shall be paid to optimise the required outputs from the firm within the available budget and to define clearly the inputs required from the Employer to ensure satisfactory implementation of the assignment.

3.6.5 It is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability in the Client's country, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services.

3.6.6 Having selected a firm, among other things, on the basis of an evaluation of proposed key professional staff, the Employer's expects to negotiate, a contract on the basis of the staff named in the proposal and, prior to contract negotiations, will require assurance that this staff shall be actually available.

3.6.7 Deleted

- 3.6.8 Each key personnel of the preferred consultant shall be called for interview at the time of negotiation at the cost of the Consultant. At the time of interview, Key Personnel will be required to produce certificate regarding qualification and experience in support of their CVs for verification and return. However, the officials retired from MoRT&H/State/UT PWD may be exempted from producing the experience certificate. The negotiations shall be concluded with a review of the draft form of Contract. The Employer and the firm will finalise the contract to conclude negotiations.

### **3.7 Award of Contract**

- 3.7.1 After completion of negotiations with the consultants, the Employer shall award the Contract to the selected Consultant.
- 3.7.2 The successful firm with whom the contract is signed is expected to commence the assignment on the date and at the location specified in the data sheet.

## Proposal Submission Form

[Location, Date]

To  
Managing Director,  
Dholera Industrial City Development Limited,  
6<sup>th</sup> Floor, Block No. 1 and 2, Udyog Bhavan,  
Sector-11, 'GH-4' Circle, Gandhinagar – 382017  
Gujarat, India

### **RFQ cum RFP dated [date] for selection of consultant for [name of assignment]**

Dear Sir,

With reference to your RFQ cum RFP Document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [sole applicant/ JV] [with] [insert a list with full name and address of each Joint Venture/ consortium Consultant].

We understand you are not bound to accept any Proposal you receive.

Further:

1. We acknowledge that DICDL will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
3. We shall make available to DICDL any additional information it may deem necessary or require for supplementing or authenticating the Proposal. We acknowledge that the Client reserves the right of "Assignment" of ownership during bid process or after award of contract, to SPV in its post formation.
4. We acknowledge the right of DICDL to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we 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. We declare that:
  - a) We have examined and have no reservations to the RFQ cum RFP, including any Addendum issued by the "Client";

- b) We do not have any conflict of interest in accordance with the terms of the RFQ cum RFP;
  - c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFQ cum RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with DICDL or any other public sector enterprise or any government, Central or State; and
  - d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. 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 Consultant, without incurring any liability to the Applicants.
  8. We declare that we are not a member of any other Consortium/JV applying for selection as a Consultant.
  9. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates 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.
  10. 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 affiliates. We further certify that neither we nor any of our consortium members have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFQ cum RFP.
  11. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.
  12. 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 DICDL in connection with the selection of Consultant or in connection with the selection process itself in respect of the above mentioned Project.
  13. We agree and understand that the proposal is subject to the provisions of the RFQ cum RFP document. In no case, shall we have any claim or right of whatsoever nature if the consultancy for the Project is not awarded to us or our proposal is not opened or rejected.
  14. We agree to keep this offer valid for one hundred Twenty (120) days from the PDD specified in the RFQ cum RFP.
  15. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith.
  16. In the event of our being selected as the Consultant, we agree to enter into a Contract in accordance with the contract prescribed in the RFQ cum RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.

17. We have studied RFQ cum RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by DICDL or in respect of any matter arising out of or concerning or relating to the selection process including the award of consultancy.
18. We agree and undertake to abide by all the terms and conditions of the RFQ cum RFP Document.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

**(Name and seal of the Applicant/Member in Charge)**

#### 4. DATA SHEET

(As mentioned in Letter of Invitation to Consultants)

Sub clause No. \_\_\_\_ in Letter of Invitation

4.1 **Pre-Proposal Conference shall be held at Employers office on date specified at Clause.... At..... hrs.**

4.2 The proposal shall be valid for 120 days after the last date of submission.

4.3 Clarification may be requested 7 days prior to Pre Proposal Conference. The address for requesting clarification is:

**Address of Employer's Representative:**

**General Manager  
Dholera Industrial City Development Limited,  
6th Floor, Block No. 1 and 2, Udyog Bhavan,  
Sector-11, 'GH-4' Circle, Gandhinagar – 382017  
Gujarat, India  
Phone: +91-079-2975-0500, Fax: +91-079-2975-0502**

**Email: [dbrahmbhatt@dicdl.in](mailto:dbrahmbhatt@dicdl.in)**

4.4 The Language of documents and correspondence will be English.

4.5 All the personnel shall have working knowledge of English and all the reports etc. shall be written in English.

4.6 Employer shall pay only GST Consultant has to assess all other taxes and should inbuilt them in their financial proposal. These taxes (other than GST) should not be provided separately. Consultants are requested to consult Tax Consultants for details.

4.7 The Consultants to state all cost in Indian Rupee only.

4.8 The time and date of submission: as per bid due date specified in schedule of bidding process.

4.9 The points assigned to Technical Evaluation criteria are:

Sr.	Description	Marks
1	Comments on approach methodology and work plan	20
2	Qualifications and competence of the key staff for the assignment	80
	<b>Total</b>	<b>100</b>

- (i) Sub criteria for Relevant Experience of the firm for the assignment:

In case of JV the turnover and experience details of Lead and JV partners will be added for evaluation. However, consultant should submit details as per section 5, separately for Lead partner JV partner.

**Order copies along with completion certificate from Employer should be submitted substantiating the experience claimed by the firm.**

- (ii) Deleted.

- (iii) Qualification and competence of following professional/sub-professional staff for the assignment shall be evaluated. The weightage for various key staff are as under:

S. No.	Staff Position	Marks
1.	Team Leader	30
2.	Resident Engineer (2 nos. 15marks each)	30
3.	Senior Quantity Surveyor	10
4.	Contract expert	10
	<b>Total</b>	<b>80</b>

Sub criteria for qualification of key Personnel (i.e. Professional staff)

<b>A.</b>	<b>GENERAL QUALIFICATIONS</b>	<b>20%</b>
<b>A1.</b>	<b>Technical qualifications</b>	<b>10%</b>
<b>A2.</b>	<b>Professional experience</b>	<b>5%</b>
<b>A3.</b>	<b>Training and publications</b>	<b>5%</b>
<b>B.</b>	<b>ADEQUACY FOR THE ASSIGNMENT</b>	<b>65%</b>
<b>B1.</b>	<b>Experience in similar capacity/ broad sector</b>	<b>30%</b>
<b>B2.</b>	<b>Experience relevant to TOR/ Assignment</b>	<b>30%</b>
<b>B3.</b>	<b>Overseas/ International experience</b>	<b>5%</b>
<b>C.</b>	<b>FAMILIARITY WITH THE REGION</b>	<b>5%</b>
<b>C1.</b>	<b>Work Experience in project in Gujarat region in India</b>	<b>3%</b>
<b>C2.</b>	<b>Knowledge of local language and culture</b>	<b>2%</b>
<b>D.</b>	<b>ASSOCIATION WITH THE FIRM</b>	<b>10%</b>
<b>D1.</b>	<b>Full Time permanent staff</b>	<b>6%</b>
<b>D2.</b>	<b>Years of association</b>	<b>4%</b>

Detailed evaluation criteria will be prepared by the evaluation committee for evaluation of the qualification and competence of the key staff for the assignment.

The technical proposal should score at least 75 marks to be considered responsive for financial evaluation.

- 4.10 Commencement of Assignment: The firm shall begin carrying out the services within one month of signing of the Consultancy Agreement.

## 5. FORMATS FOR SUBMISSION OF FIRMS CREDENTIALS

The proposal should contain the following information in the formats given below.

- Year of Establishment of Firm.
- Average annual turnover (last three years).

**Note:** The Firm shall submit Certificate of Incorporation and audited balance sheet for the last three years (FY 2018-2019, FY 2017-2018 and FY 2016-2017). For claiming experience of projects, completion certificate from employer should be enclosed. The proposal should also contain the details of the key personnel viz. their name, qualification, expertise area, experience and years of association with the firm.

The following information related to the firm should be provided in the proposal.

- 1) Name of the package applied for:-
- 2) Year of establishment of firm \*

Consultant	Year of Establishment	Country	Type of Organization			
			Individual	Partnership	Corporation	Other
Individual/ Lead Partner (of JV) / Minor Partner of JV						

NOTE:- Year of Establishment of Lead Partner of JV shall be considered.

\* Copy of Certificate of incorporation shall be submitted.

- 3) Office/Business Address/Telephone nos./Cable Address.
- 4) Narrative description of firm (Not more than 2 sheets).
- 5) Name of two (2) principals who may be contacted with title and telephone number/fax number/e-mail.
- 6) Financial Statement of the last three years. \*\*

Sl. No.	Particular	2018-2019	2017-2018	2016-2017
i.	Annual turnover from Consulting business			
ii.	Total Assets			
iii.	Current Assets			

Notes:

\*\* The amount shall be stated in INR.

a. The currency conversion rate for the respective years shall be mentioned for other international currencies.

b. Balance Sheet/ Auditor Certificate of last 3 years (FY 2018- 2019, FY 2017-2018 and FY2016-2017 ) shall be submitted as evidence of Annual Turnover.

7)

Sr.	Project Name/Year	Type of Services rendered	Description	Client (with complete address, contract person, telephone nos. and fax nos.	Total Fee for the Consultancy Assignment (INR)	Fee received by Bidder (in case of JV / Association)	% age of total fee received by the firm	Approx. cost of Project	Period	
1	2	3	4	5	6	7	8	9	10	
			A. Completed / Substantially completed projects: 1. 2. 3. 4. 5. B. Projects in progress: 1. 2. 3. 4. 5.							

Sr.	Project Name/Year	Type of Services rendered	Length/area of Project (kms/Sq km)	Client (with complete address, contract person, telephone nos. and fax nos.	Total Fee for the Consultancy Assignment (INR)	Fee received by Bidder (in case of JV Association)	% age of total fee received by the firm	Period
	Sole Consultant / Prime Consultant of JV / minor Consultant of JV Consultant							
1	2	3	4	5	6	7	8	10

Notes:

- a) The weightage given for experience of a firm would depend on the role of the firm in the respective assignments. The firm's experience would get full credit if it was the sole firm in the respective assignment. If the Bidder firm has completed projects as JV with some other firms, weightage shall be given as per the JV share\*\*\*. However, if the Bidder firm has executed the project as JV with some other firms, 25% weightage shall be given to the Bidder firm for the projects completed under such association.
  - b) For weightage of experience in any past Consultancy assignment, experience certificate from the client shall be submitted. In absence of clear demarcation of JV share in client certificate, the weightage will be treated as 60% for lead partner and 40% for minor partner. Annual turnover duly certified by Chartered Accountant shall be accepted. In case of non-availability of such documents no weightage of turnover/experience will be considered.
- 8) Assignments on hand including those for which the Letter of Acceptance from the clients received as on 7 days prior to due date for submission of proposals: The details shall be given in the following format.

Sr.	Name of Assignment	Client	Role of the firm	Date of letter of Acceptance	Date of Agreement if signed	Present status of Assignment	Team Members provided by the firm		
			Sole, Lead/ Other in JV or sub-consultant				Name	DOB	Position
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

### **Annexure I: Format for Power of Attorney for Authorized Representative**

Know all men by these presents, We, [name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorise Mr / Ms [name], son/ daughter/ wife of [name], and presently residing at [address], who is presently employed with/ retained by us and holding the position of [designation] as our true and lawful attorney (hereinafter referred to as the "Authorised Representative"), with power to sub- delegate to any person, 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 Proposal for and selection as consultant for [name of assignment], to be developed by Dholera Industrial City Development Limited (the ""Client"") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the "Client", representing us in all matters before the "Client", signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the "Client" in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us until the entering into of the Contract with the "Client".

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

IN WITNESS WHEREOF WE, [name of organization], THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [date in words] DAY OF [month] [year in 'yyyy' format].

For [name and registered address of organization]

[Signature]

[Name]

[Designation]

Witnesses:

1. [Signature, name and address of witness]
2. [Signature, name and address of witness]

Accepted

Signature]

[Name]

[Designation]

[Address]

Notes:

1. 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 seal affixed in accordance with the required procedure.
2. 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.

3. 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 apostolic certificate.

## **Annexure II: Format for Joint Bidding Agreement (in case of JV/ consortium)**

(To be executed on stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the [date in words] day of [month in words] [year in 'yyyy' format].

AMONGST

1. [Name of company], a company incorporated under the Companies Act, 1956/2013 and having its registered office at [registered address] (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns);

AND,

2. [Name of company], a company incorporated under the Companies Act, 1956/2013 and having its registered office at [registered address] (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns);

AND,

3. [Name of company], a company incorporated under the Companies Act, 1956/2013 and having its registered office at [registered address] (hereinafter referred to as the "Third Part" which expression shall, unless repugnant to the context include its successors and permitted assigns);

The above mentioned parties of the [FIRST, SECOND AND THIRD] PART are collectively referred to as the "Parties" and each is individually referred to as a "Party".

WHEREAS,

- a) Dholera Industrial City Development Limited, a company incorporated under the Companies Act, 2013, having its registered office at Gujarat Industrial City Development Ltd, 6th Floor, Block No. 1 and 2, Udyog Bhavan, Sector-11, 'GH-4' Circle, Gandhinagar – 382017 Gujarat, India (hereinafter referred to as the "Client" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals ("the Applications") by its Request for Qualification cum Request for Proposal dated [date] (the "RFQ cum RFP") for appointment of consultant for [name of assignment] (the "Consultancy").
- b) The Parties are interested in jointly bidding for the Consultancy as members of a Consortium and in accordance with the terms and conditions of the RFQ cum RFP document and other bid documents in respect of the Consultancy, and
- c) It is a necessary condition under the Consultancy document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and interpretations: In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFQ cum RFP.
2. Consortium

- a) The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the selection process for the Consultancy.
- b) The Parties hereby undertake to participate in the Bidding process only through this Consortium and not individually and/ or through any other consortium constituted for this Consultancy, either directly or indirectly or through any of their Affiliates.
3. Covenants: The Parties hereby undertake that in the event the Consortium is declared the selected Consultant and awarded the Consultancy, the Parties shall enter into a contract for consultancy services ("Contract") with the "Client" and for performing all obligations as the Consultant in terms of the Contract for the Consultancy.
4. Role of the parties: The Parties hereby undertake to perform the roles and responsibilities as described below:
  - a) Party of the First Part shall be the Member in Charge of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the selection process for the Consultancy and until the Effective Date under the Contract;
  - b) Party of the Second Part shall be [role]; and
  - c) Party of the Third Part shall be [role]; and,
5. Joint and Several Liability: The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Consultancy and in accordance with the terms of the RFQ cum RFP and the Contract, for the performance of the Contract.
6. Member in-charge: Without prejudice to the joint and severe liability of all the Parties, each Party agrees that it shall exercise all rights and remedies under the Contract through the Member in Charge and the "Client" shall be entitled to deal with such Member in Charge as the representative of all Members. Each Party agrees and acknowledges that:
  - a) any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Member in Charge on any matters related to the Contract shall be deemed to have been on its behalf and shall be binding on it. The "Client" shall be entitled to rely upon any such action, decision or communication from the Member in Charge;
  - b) consolidated invoices for the services in relation to the Consultancy performed by all the Members shall be prepared and submitted by the Member in Charge and the "Client" shall have the right to release payments solely to the Member in Charge and the "Client" shall not in any manner be responsible or liable for the inter se allocation of payments, works etc. among the Parties;
  - c) any notice, communication, information or documents to be provided to the Consultant shall be delivered to the authorized representative of the Consultant (as designated pursuant to the Contract) and any such notice, communication, information or documents shall be deemed to have been delivered to all the Parties.
7. Representation of the Parties: Each Party represents to the other Parties as of the date of this Agreement that:

- a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
  - b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Party is annexed to this Agreement, and will not, to the best of its knowledge:
    - (i) require any consent or approval not already obtained;
    - (ii) violate any Applicable Law presently in effect and having applicability to it;
    - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
    - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
    - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
  - c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
  - d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.
8. Termination: This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Effective Date under the Contract, in case the Consultancy is awarded to the Consortium. However, in case the Consortium is not selected for award of the Consultancy, the Agreement will stand terminated upon intimation by the "Client" that it has not been selected and upon return of the Bid Security by the "Client".
9. Miscellaneous
- a) This Joint Bidding Agreement shall be governed by laws of India.
  - b) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the "Client".

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.  
SIGNED, SEALED & DELIVERED

For and on behalf of  
MEMBER IN-CHARGE by:  
[Signature]

[Name]  
[Designation]  
[Address]  
SIGNED, SEALED & DELIVERED

For and on behalf of  
SECOND PART by:  
[Signature]  
[Name]  
[Designation]  
[Address]  
SIGNED, SEALED & DELIVERED

For and on behalf of  
THIRD by:  
[Signature]  
[Name]  
[Designation]  
[Address]

In presence of:  
1. [Signature, name and address of witness]  
2. [Signature, name and address of witness]

Notes:

1. The mode of the execution of the Joint Bidding Agreement 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 or official seal of all members.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

### **Annexure III: Format for Power of Attorney for Lead Member of JV/ consortium**

(To be executed by all members of the Consortium)

Whereas the Dholera Industrial City Development Limited (the “Client”) has invited proposals from applicants for selection of consultant for [name of assignment] being developed under Delhi-Mumbai Industrial Corridor (DMIC) Project, (the “Consultancy”).

Whereas, [name of Party], [name of Party] and [name of Party] (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Consultancy in accordance with the terms and conditions of the Request for Qualification and Request for Proposal and other connected documents in respect of the Consultancy, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Member in-charge with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Consultancy and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS,

We, [name of Party] having our registered office at [registered address], M/s. [name of Party], having our registered office at [registered address], and M/s. [name of Party], having our registered office at [registered address], (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s [name of Member In-charge], having its registered office at [registered address], being one of the Members of the Consortium, as the Member In-charge and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorise the Attorney (with power to sub- delegate to any person) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the performance of the services related to the Consultancy, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Consultancy, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Acceptance, participate in bidders' and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the “Client”, and/ or any other government agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Consultancy and/ or upon award thereof until the Contract is entered into with the “Client”.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney 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 Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [date in words] DAY OF [month] [year in 'yyyy' format].

SIGNED, SEALED & DELIVERED

For and on behalf of

MEMBER IN-CHARGE by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

SECOND PART by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

THIRD by:

[Signature]

[Name]

[Designation]

[Address]

In presence of:

1. [Signature, name and address of witness]
2. [Signature, name and address of witness]

Notes:

1. 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 or official seal of all members.
2. 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.
3. 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 apostolic certificate.

#### **Annexure IV: Format of Bank Guarantee for Bid Security**

BG No.

Date:

1. In consideration of you, **Dholera Industrial City Development Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Dholera Industrial City Development Limited, 6th Floor, Block No. 1 and 2, Udyog Bhavan, Sector-11, 'GH-4' Circle, Gandhinagar – 382017 Gujarat, India (hereinafter referred to as the "Client" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) having agreed to receive the proposal of [**Name of company**], a company registered under the Companies Act, 1956/2013 and having its registered office at [registered address of company], [and acting on behalf of a Consortium comprising of [name of company], [name of company] and [name of company] (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns), for appointment as Consultant for [name of assignment] (hereinafter referred to as the "Consultancy") pursuant to the RFQ cum RFP Document dated [date] issued in respect of the Consultancy and other related documents including without limitation the draft contract for consultancy services (hereinafter collectively referred to as "RFQ cum RFP Documents"), we [Name of the Bank] having our registered office at [registered address] and one of its branches at [branch address] (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of relevant clause of the RFQ cum RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFQ cum RFP Document by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the "Client" an amount of Rs. [in figures] ([in words]) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said RFQ cum RFP Document.
2. Any such written demand made by the "Client" stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the RFQ cum RFP Document shall be final, conclusive and binding on the Bank. We, the Bank, further agree that the "Client" shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the RFQ cum RFP Document including, Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFQ cum RFP Document, and the decision of the "Client" that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the "Client" and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the "Client" is disputed by the Bidder or not, merely on the first demand from the "Client" stating that the amount claimed is due to the "Client" by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the RFQ cum RFP Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFQ cum RFP Document for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards 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. [in figures] ([in words]).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Proposal Due Date and a further claim period of thirty (30) days or for such extended period as may be mutually agreed between the "Client" and the Bidder, and agreed to by the Bank, and shall continue to be enforceable until all amounts under this Guarantee have been paid.
5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
6. In order to give full effect to this Guarantee, the "Client" shall be entitled to treat the Bank as the principal debtor. The "Client" shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFQ cum RFP Document or to extend time for submission of the Proposals or the Proposal validity period or the period for conveying of Letter of Acceptance to the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said RFQ cum RFP Document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFQ cum RFP Document or the securities available to the "Client", and the Bank shall not be released from its liability under these presents by any exercise by the "Client" of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the "Client" or any indulgence by the "Client" to the said Bidder or by any change in the constitution of the "Client" or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
8. We undertake to make the payment on receipt of your notice of claim on us addressed to [Name of bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
9. It shall not be necessary for the "Client" to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the "Client" may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the "Client" in writing.
11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. [in figures] ([in words]). 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 8 hereof, on or before [date].

Signed and Delivered by [name of bank]

By the hand of Mr. /Ms. [name], it's [designation] and authorised official.

(Signature of the Authorised Signatory) (Official Seal)

Notes:

- The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

## 6. FORMATS FOR SUBMISSION OF TECHNICAL PROPOSAL

<b>Form T-1</b>	Technical proposal submission form.
<b>Form T-2</b>	Firm's comments and suggestions on the Terms of Reference and on data, services, and facilities to be provided by the Employer.
<b>Form T-3</b>	Approach paper on methodology and work plan for performing the assignment.
<b>Form T-4</b>	Composition of the Team and Task(s) of each Team member
<b>Form T-5</b>	Curriculum vitae of proposed Professional staff.
<b>Form T-6</b>	Time schedule for deployment of Professional staff
<b>Form T-7</b>	Activity (works) schedule.
<b>Form T-8</b>	Affidavit for correctness of CVs of key personnel and experience claimed by the firm.

**Form T-1: Technical Proposal Submission Form**

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FROM (Name of Firm)

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To: (Name and Address of Client)

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Ladies/Gentlemen:

**Subject:** Submission of Technical and Financial Proposal for engagement as Employer's Engineer for the EPC work\_\_\_\_\_.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated (Date), and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelope for the above mentioned work.

We understand that Employer shall be at liberty to keep the credentials of Consultants submitted at bidding stage, in public domain and the same may be uploaded by Employer on official website of Employer. We undertake that we shall have no objection if Employer uploads/hosts the information pertaining to credentials of our firm as well as of our key personnel.

If negotiations are held during the period of validity of the Proposal i.e. before (Date) we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain.

Yours sincerely,

Managing Director /Head of the Firm/  
Authorised Representative of the Firm\*  
Name of the Firm  
Address

\* Lead Member in case of JV

**Form T-2: Comments and Suggestions of Consultants on the Terms of Reference and on  
Services and Facilities to be provided by the Employer**

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**On the Terms of Reference (not more than one page):**

- 1.
- 2.
- 3.
- 4.
- .....

**On the services and facilities to be provided by the Employer (not more than one page):**

- 1.
- 2.
- 3.
- 4.
- .....

**Form T-3: Approach Paper on Methodology and Work Plan for Performing the  
Assignment**

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(Not more than six pages)

**Form T-4: Composition of the Team Personnel, and Task(s) of each Team Member**

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**1) Technical/Managerial Staff**

Sl. No.	Name	Position	Task
1			
2			
3			
4			
..			

**2) Support Staff**

Sl. No.	Name	Position	Task
1			
2			
3			
4			
..			

**Form T-5: Format of Curriculum Vitae (CV) for Proposed Professional Staff**

**Proposed Position:**

**Name of the Firm:**

**Name of the Staff:**

**Profession:**

**Date of Birth:**

**Years with the Firm / Entity:**

**Nationality:**

**Membership of Professional Societies:**

**Training and Publications:**

**Countries of Work Experience:**

**Detailed Tasks Assigned:**

Sr.	Name of Employer	Post Held	Project Name	Period		Assignment in the Project	Client of the Project	Remarks
				Fro	To			

**Education:**

[Summarise college/university and other specialized education of staff member, giving their names, dates attended, and degrees obtained. Use about one quarter of a page.]

**Key Qualifications:**

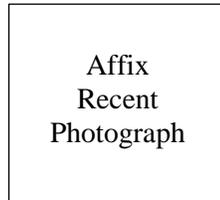
[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

**Employment Record:**

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, name of employing organisations, titles of positions held, and locations of assignments. For experience also give types of activities performed and client references, where appropriate. Use about three-quarters of a page.]

**Languages:**

[Indicate proficiency in all known languages: excellent, good, fair, or poor; in speaking, reading, and writing]



**Summary of Qualification & Experience vis-à-vis the requirements as per TOR:**

Requirements as per TOR (Enclosure-B)	Possessed by the Staff Member	Break-up of experience	
		Brief Description of Project	Man-months provided

**Certification by the Candidate:**

I, the undersigned, (Name and Address) undertake that this CV correctly describes myself, my qualifications and my experience and Employer would be at liberty to debar me if any information given in the CV, as per TOR is found incorrect. I will be available for the entire duration of the current project (named.....). If I leave this assignment in the middle of the work, Employer would be at liberty to debar me from taking any assignment in any of the Employer works for an appropriate period of time to be decided by the Employer. I have no objection if my services are extended by the Employer for this work in future.

I further undertake that my CV is being proposed for this project by ----- (the Bidder firm) and I have not given consent to any other consultant(s) to propose my CV for any position for this project.

I undertake that I have no objection in uploading/hosting of my credentials by Employer in public domain.

**For Key Personnel having intermittent inputs, add the following:**

I further certify that I am associated with the following assignments as on date (as on 7 days prior to due date for submission of proposal) including those for which LOA has been received by the firm and the inputs in these assignments shall not affect the work of the current assignment.

Name of Assignment	Client	Date of LOA	Likely start (Month / Year)	Likely end (Month / Year)	Total input of the person (man- months)

\_\_\_\_\_  
(Signature of Key Personnel)

Date: \_\_\_\_\_  
(Date/Month/Year)

**Certification by the firm:**

The undersigned on behalf of ----- (name of consulting firm) certify that the qualification and experience details of Shri ----- (name of the proposed personnel and address) as described in the CV has been checked and found to be correct. It is also certified that Shri ----- (name of proposed personnel) to the best of our knowledge has not been debarred by any Central/State Government organization in past 2 years.

\_\_\_\_\_  
(Signature of authorised representative of the Firm)

Date: \_\_\_\_\_  
(Date/Month/Year)

**Note:-**

- a) Personnel is to affix his recent photograph on first page of CV.
- b) Complete address and phone number of the Personnel is to be provided.
- c) Document for proof of age is to be enclosed.
- d) Document for proof of qualification is to be enclosed.
- e) Age of the personnel shall not be more than as specified.
- f) Experience Certificates from Employers to be attached.

**Form T-6: Time Schedule for Professional Personnel**

A. Activity Schedule

Sl. No.	Name	Position	Month wise Program (in form of Bar Chart) <i>[1<sup>st</sup>, 2<sup>nd</sup>, etc. are months from the start of assignment]</i>												Number of Months
			1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>	8 <sup>th</sup>	9 <sup>th</sup>	10 <sup>th</sup>	11 <sup>th</sup>	12 <sup>th</sup> and subsequent year	
1															Subtotal (1)
2															Subtotal (2)
3															Subtotal (3)
4															Subtotal (4)
-															-
-															-

**Form T-7: Activity (Works) Schedule**

**A. Activity Schedule**

Sl. No.	Item of Activity (Works)	Month wise Program (in form of Bar Chart) <i>[1<sup>st</sup>, 2<sup>nd</sup>, etc. are months from start of the assignment]</i>											
		1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>	8 <sup>th</sup>	9 <sup>th</sup>	10 <sup>th</sup>	11 <sup>th</sup>	12 <sup>th</sup>
1													
2													
3													
4													
-													
-													

**B. Completion and Submission of Reports**

Sr.	Reports :	Programme : (Date)
1	Monthly reports (Design and Construction)	
2	Quarterly Reports	
3	Various others reports as provided in the EPC Agreement	

**Form T-8: Affidavit for Correctness of CV of Key Personnel and Experience Claimed by  
the Firms**

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**(To be submitted on non-judicial Stamp Paper)**

I, the undersigned, on behalf of \_\_\_\_\_ (name of the  
Consultant submitting the proposal), do hereby certify that the details furnished in this proposal  
including CV of key personnel and experience claimed by the firm/firms are true and correct to  
the best of my knowledge and belief.

**Managing Director /Head of the  
Firm / Authorised Representative  
of the firm\***

**Address**

\* Lead Member in case of JV

## 7. FORMATS FOR SUBMISSION OF FINANCIAL PROPOSAL

<b>Form F-1</b>	Financial proposal submission form.
<b>Form F-2</b>	Summary of Costs.
<b>Form F-3</b>	Break down of Costs.

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**Form F-1: Financial Proposal Submission Form**

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From: (Name of the Firm)

To:

Address of Employer

Subject:

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [Date], and our proposal. Our attached financial proposal is for the sum of [Amount in words and figures] (including all taxes).

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to the expiration of the validity period of the proposal.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any proposal you receive.

We remain,

Yours sincerely,

Managing Director/Head of the firm  
/Authorised Representative of the firm\*

Name of the Firm  
Address

\* Lead Member in case of JV

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**Form F-2: Summary of Cost heads**

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<b>No.</b>	<b>Description</b>
I	Remuneration for Staff
II	Supporting Staff
III	Transportation
IV	Duty Travel to Site
V	Aerial Photography and Videography
VI	Other expenses
VII	Contingencies/Others (if any)
VII	Taxes Payable in India

Note: Payments will be made as per stipulations of the Conditions of Contract.

**Form F-3: Breakdown of Cost**

**I. Remuneration for Staff**

Sr.	Key Personnel	Number	Total Man-month Construction	Man-month in Maintenance /Defect Liability period
<b>A: Key Personnel</b>				
1.	Team Leader	1	23	4
2.	Resident Engineer	2	41	12
3.	Senior Quantity Surveyor	1	22	4
4.	Contract Expert	1	22	4
	<b>Sub Total</b>	<b>5</b>	<b>108</b>	<b>24</b>
<b>B: Other Professional Staff</b>				
5.	Sr. MEPF Engineer	1	12	2
6.	Sr. Architect	1	6	1
7.	Civil Engineer	11	225	48
8.	Geotechnical Engineer	1	6	0
9.	Structural Design Engineer	1	8	0
10.	MEPF Engineer	1	18	48
11.	Lab Technician	2	46	0
12.	QA/QC Engineer cum Material Engineer	2	44	3
13.	Planning Engineer	1	15	0
14.	Safety Engineer	2	43	0
15.	Environmental Engineer	1	8	0
16.	BIM Manager	1	9	4
17.	CAD Technician	1	22	4
	<b>Sub Total</b>	<b>26</b>	<b>462</b>	<b>110</b>

**II. Support Staff**

Sr.no.	Position	Number	Man months construction	Man months maintenance / Defect Liability Period
1	Office Manager cum Accountant	1	23	-
2	Document Controller cum Computer Professional	1	23	48
3	Office Boy		2 x 23	1 x 48

The man-months shown is minimum indicative in the table.

All Key personal, professional and other support staff shall report at site for day to day working.

### III. Transportation (Fixed rate on rental basis)

The vehicles provided by the Consultants shall include the cost for rental, drivers, operation, maintenance, repairs, insurance, etc. for all complete approx. 3000 km/month run.

Sr.	Description of Vehicles	Qty. (No. of vehicle-month)		Total
		During Construction Period	During Maintenance / DLP Period	
1	Innova / Scorpio or equivalent (not more than 3 years old)	122	54	176

The deployment of vehicles can vary time to time as per requirement, but within total vehicle – months as mentioned above.

### IV. Duty Travel

#### Professional and Sub-Professional Staff

The employer may require the Key Personnel to visit the Employer's Site/Regional office. The quoted amount should include travel fare for 100 round trips to Employer's Head Office/Employer's regional office/ other Offices (including Hotel charges, travel costs etc. Complete).

### V. Aerial Photography and Videography

Item Description	Unit	Qty.
Photography (covering all the construction packages within 2 days in each month, 1 day considered as 1 Nos.)	Nos.	38
Videography (once every quarter during the construction period)	Nos.	8

### VI. Other Expenses

The other expenses shall include fixed monthly cost of office furniture, IT and other equipment, office supplies including stationery, report printing, etc. All the office furniture, equipment and internal partitions shall be provided by Employer's Engineer on as required basis.

S No	Item Description	Months
A	Construction Period	23
B	Maintenance / Defect Liability Period	48

The office space will be provided to Employer's Engineer of approximately 230 square metres in ABCD building, Dholera. The nominal rent including electricity and water will be charged by DICDL as per departmental policy. The rent will be informed to Employer's Engineer at a later date. Employer's Engineer shall pay rent to DICDL on monthly basis and the same will be reimbursed to Employer's Engineer in their bills.

## **XI. Contingencies**

A fixed amount of Indian Rupees Ten Lakhs (10,00,000) shall be included in the Financial Proposal. The provisions of Contingency shall be operated with the specific approval from the Employer.

## **8. TERMS OF REFERENCE FOR EMPLOYER'S ENGINEER**

### **1. Scope**

1.1 These Terms of Reference (the "TOR") for the Employer's Engineer specified for the following Construction works:

#### **A. NEW CONSTRUCTION WORKS**

1. Construction of Bunding for Flood Protection of Adhiya River in Dholera Special Investment Region
2. Earth Filling in Selected Plots of Activation Area in Dholera Special Investment Region
3. Enhancement of Side Slope of Storm Water Canal in Activation Area in Dholera Special Investment Region
4. Design and Construction of Service Area Buildings (SAB) in Activation Area in Dholera Special Investment Region (21 Nos.)

#### **B. ONGOING CONSTRUCTION WORKS**

1. Construction of Canal Front Development Including Land Filling, Civil, MEP and Landscape (Zone 02) in Dholera Special Investment Region
2. Construction of Canal Front Development Including Land Filling, Civil, MEP and Landscape (Zone 03) in Dholera Special Investment Region
3. Design and Construction of Service Area Buildings (SAB) in Activation Area in Dholera Special Investment Region (17 Nos.)

**The scope of work to be carried out by appointed contractors is mentioned in Enlosure - C**

### **2.**

2.1 The TOR shall apply to construction and defect liability period / maintenance of the construction packages.

### **3. Definitions and interpretation**

- 3.1 The words and expressions beginning with or in capital letters and not defined herein but defined in the Agreement shall have, unless repugnant to the context, the meaning respectively assigned to them in the Agreement.
- 3.2 References to Articles, Clauses and Schedules in this TOR shall, except where the context otherwise requires, be deemed to be reference to the Articles, Clauses and Schedules of the Agreement, and references to Paragraphs shall be deemed to be references to Paragraphs of this TOR.
- 3.3 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Agreement shall apply, mutatis mutandis, to this TOR.

### **4. General**

- 4.1 The Employer's Engineer shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice.
- 4.2 For the implementation and development of DSIR, DMICDC have appointed AECOM as the Programme Manager for New Cities (PMNC). The role of the PMNC is to perform activities necessary to plan, integrate, package, administer and manage the implementation of DSIR projects. Specifically, the PMNC will be responsible for conceptualization of

projects and further, during the design and construction stage, overseeing the work of consultants and contractors, including reviewing, monitoring, resolution of interface issues, and reporting to the Employer on the programme progress. All deliverables from Employer's Engineer engaged on this project shall be submitted to the Managing Director of the Employer with copy to PMNC. As an extension of DMICDC and the SPV, the PMNC will be responsible for taking inputs from consultant for implementation of various contracts under the DSIR development. In all day-to-day matters in respect of implementation of this assignment, the Consultant shall report to the PMNC after due concern from the PMNC, Employer's Engineers shall take the appropriate decision on all approvals.

- 4.3 The Employer's Engineer shall perform the duties and exercise the Authority in accordance with the provisions of this Agreement and in close coordination with PMNC, but subject to obtaining prior written approval of the Employer before determining:
- (a) any Time Extension.
  - (b) Any additional cost to be paid by the Employer to the Contractor;
  - (c) The Termination Payment; or
  - (d) Any other matter which is not specified in (a), (b) or (c) above and which creates an obligation or liability on either Party for a sum exceeding Rs. 5,000,000 (Rs. Fifty lakhs.)

No decision or communication of the Employer Engineer shall be effective or valid unless it is accompanied by an attached true copy of the approval of the Employer/ PMNC for and in respect of any matter specified above

- 4.4 The Employer's Engineer shall submit regular periodic reports, at least once every month, to the PMNC in respect of its duties and functions under this Agreement. Such reports shall be submitted by the Employer's Engineer within 10 (ten) days of the beginning of every month. The Employer's Engineer shall submit physical and financial progress report of the construction packages (standard template will be provided by Employer / PMNC later) every month within 5 (five) days of the beginning of every month.
- 4.5 The Employer's Engineer shall inform the Contractor of any delegation of its duties and responsibilities to its suitably qualified and experienced personnel; provided, however, that it shall not delegate the Employer to refer any matter for the Employer's prior approval in accordance with the provisions of Contractor's Agreement.
- 4.6 The Employer's Engineer shall identify, scope changes in the projects and interact for timely processing as per respective contract including coordination, review, recommendations and aid and advise the Employer on any proposal for Change of Scope under Article 13 of EPC Agreement and Clause 1.35 General conditions of contract of Item rate contract.
- 4.7 In the event of any disagreement between the Parties regarding the meaning, scope and nature of Good Industry Practice, as set forth in any provision of the Agreement, the PMNC shall specify such meaning, scope and nature by issuing a reasoned written statement relying on good industry practice and authentic literature.
- 4.8 The Employer's Engineer shall perform aerial photography and videography of all the construction packages from start to the end of its construction period. The aerial photography shall be performed every month and the images shall be shared with Employer / PMNC within 5 (five) days of the beginning of every following month. The aerial videography shall be performed on quarterly basis or as directed by the Employer / PMNC.

The details of imagery acquisition are mentioned in Enclosure – D. The necessary approvals from the concerned government authorities / departments for performing aerial photography and videography shall be taken up by the Employer's Engineer before commencement of work.

## **5. Construction Period**

5.1 During the Construction Period, the Employer's Engineer shall review the Design Basis Report, Drawings furnished by the Contractor along with supporting data, including the geo-technical and hydrological investigations, characteristics of materials from borrow areas and quarry sites, topographical surveys, and the recommendations of the Safety Consultant in accordance with the provisions of Contractor's Agreement. The Employer's Engineer shall complete such review and send its observations to the PMNC / Employer and the Contractor within 15 (fifteen) days of receipt of such submissions; In particular, such comments shall specify the conformity or otherwise of such submissions with the Scope of the Project and Specifications and Standards. During the Construction Period, the Employer's Engineer shall review the BIM execution plan (BEP), BIM-3D models, etc. wherever applicable on construction packages. The Employer Engineer shall coordinate the use of BIM and ensure the appropriate implementation of BIM Execution Plan between Contractor and PMNC / Employer. Employer's Engineer shall ensure on-going compliance and continuous improvement of any and all other responsibilities or functions as required in the BIM Execution Plan as per agreed protocols for model management such as, but not limited to, the following:

- i) Model origin, coordinate systems and unit of measurement,
- ii) Model naming and iii. Facilitating model coordination exercise or meeting (including clash analysis)/and issue periodic clash detection reports. Employer Engineer shall collect incoming models, coordinate submission and exchange of BIM models, log incoming models, validate that files are complete and usable and in compliance with the applicable protocols and/or the BIM Execution Plan and maintain record copy of each file received. Employer engineer shall privilege to review the construction sequence analysis (4-D), cost (5-D) BIM model(s) and final as-built BIM model(s) for the proposed works submitted by the contractor.

5.2 The Employer's Engineer shall review any revised Drawings or submissions sent to it by the Contractor and furnish its comments within 10 (ten) days of receiving such Drawings or submissions. The review of drawing should be authenticated by Employer's Engineer in close coordination with PMNC.

5.3 The Employer's Engineer shall review the Quality Assurance Plan submitted by the Contractor and shall convey its comments to the Contractor within a period of 21 (twenty-one) days stating the modifications, if any, required thereto.

5.4 The Employer's Engineer shall review the Health, Safety and Environment plan submitted by the Contractor as per the provision of Schedule R of EPC Agreement and Section B – Technical Specifications of Item Rate Contract. The Employer's Engineer shall convey its comments to the Contractor within a period of 21 (twenty- one) days stating the modifications, if any, required thereto.

5.5 The Employer's Engineer shall complete the review of the methodology proposed to be adopted by the Contractor for executing the Works, and convey its comments to the

Contractor within a period of 10 (ten) days from the date of receipt of the proposed methodology from the Contractor.

- 5.6 The Employer's Engineer shall grant written approval to the Contractor, where necessary, for interruption and diversion of the flow of traffic in the existing lane(s) of the Project roads for purposes of maintenance during the Construction Period in accordance with the provisions of Clause 10.4 EPC Agreement and Clause 1.24 General conditions of contract of Item rate contract.
- 5.7 The Employer's Engineer shall review the monthly progress report furnished by the Contractor and send its comments thereon to the Employer/PMNC and the contractor within 7 (seven) days of receipt of such report in accordance with the Schedule S of EPC Agreement and Clause 1.9 General conditions of contract of Item rate contract.
- 5.8 The Employer's Engineer shall inspect the Construction Works and shall submit a monthly Inspection Report bringing out the results of inspections and the remedial action taken by the Contractor in respect of Defects or deficiencies. In particular, the Employer's Engineer shall include in its Inspection Report, the compliance of the recommendations made by the Safety Consultant.
- 5.9 The Employer's Engineer shall conduct the pre-construction review of manufacturer's reports and standard samples of manufactured Materials, and such other Materials as the Employer's Engineer may require.

For determining that the Works conform to Specifications and Standards, the Employer's Engineer shall require the Contractor to carry out, or cause to be carried out, tests at such time and frequency and in such manner as specified in the Agreement and in accordance with Good Industry Practice for quality assurance.

- 5.10 The Employer's Engineer shall inspect 100 percent items/ stages as per respective quality plans of projects, prepare measurements sheets and comment/ validate in Request for Inspection reports (RFIs) quantity or number of tests prescribed for each category or type of test for quality control by the Contractor. The Employer's Engineer shall plan manpower deployment for inspection based on contractor's schedule of carrying out construction activities during the day as well as night hours. EE to ensure that Measurement sheets must always match with data appearing in RFIs
- 5.11 The timing of tests and the criteria for acceptance/rejection of their results shall be determined by the Employer's Engineer in accordance with the Quality Control Manuals. The tests shall be undertaken on a random sample basis and shall be in addition to, and independent of, the tests that may be carried out by the Contractor for its own quality assurance in accordance with Good Industry Practice.
- 5.12 In the event that results of any tests conducted under provisions of Clause 11.10 of EPC Agreement including Sch K and Clause 1.18, 1.19 General conditions of contract of Item rate contract, establish any Defects or deficiencies in the Works, the Employer's Engineer shall require the Contractor to carry out remedial measures.
- 5.13 The Employer's Engineer may instruct the Contractor to execute any work which is urgently required for the safety of the Project works, whether because of an accident, unforeseeable event or otherwise; provided that in case of any work required on account of a Force Majeure Event, the provisions of Clause 21.6 of EPC Agreement and Clause 1.54 General conditions

of contract of Item Rate Contract shall apply.

- 5.14 It shall be the responsibility of Employer Engineer to monitor Contractor progress time to time to ensure timely completion of stage/ Final completion targets. In the event The EE foresee that that the Contractor is likely to fail to achieve any of the Project Milestones/ targets, the Employer's Engineer shall undertake a review of the progress of construction and identify potential delays, if any. If the Employer's Engineer determines that completion of the Project is not feasible within the time specified in the Agreement, it shall require the Contractor to indicate within 15 (fifteen) days the steps proposed to be taken to expedite progress, and the period within which the Project Completion Date shall be achieved. Upon receipt of a report from the Contractor, the Employer's Engineer shall review the same and send its comments to the Employer and the Contractor forthwith.
- 5.15 The Employer's Engineer shall obtain from the Contractor a copy of all the Contractor's quality control records and documents before the Completion Certificate is issued pursuant to Clause 12.4 of EPC Agreement and Clause 1.43 General conditions of contract of Item rate contract.
- 5.16 Employer's Engineer may recommend to the Employer suspension of the whole or part of the Works if the work threatens the safety of the Users and pedestrians. After the Contractor has carried out remedial measure, the Employer's Engineer shall inspect such remedial measures forthwith and make a report to the Employer recommending whether or not the suspension hereunder may be revoked.
- 5.17 In the event that the Contractor carries out any remedial measures to secure the safety of suspended works and users, and requires the Employer's Engineer to inspect such works, the Employer's Engineer shall inspect the suspended works within 3 (three) days of receiving such notice, and make a report to the Employer forthwith, recommending whether or not such suspension may be revoked by the Employer.
- 5.18 The Employer's Engineer shall carry out, or cause to be carried out, all the Tests specified in Schedule-K of EPC Agreement and relevant clause of Item rate contract and issue a Completion Certificate or Provisional Completion Certificate as the case may be. For carrying out is functions under this Paragraph 5.18 and all matters incidental thereto, the Employer's Engineer shall act under and in accordance with the provisions of Article 12 and Schedule-K of EPC Agreement and Clause 1.43 general conditions of contract of Item rate contract.

## **6. Maintenance Period**

- 6.1 The Employer's Engineer shall aid and advise the Contractor in the preparation of its monthly Maintenance Programme and for this purpose carry out a joint monthly inspection with Contractor.
- 6.2 The Employer's Engineer shall undertake regular inspections, at least twice every month to evaluate compliance with the Maintenance Requirements and submit a Maintenance Inspection Report to the Employer and the Contractor.
- 6.3 The Employer's Engineer shall specify the tests, if any, that the Contractor shall carry out, or cause to be carried out, for the purpose of determining that the Project is in conformity with the Maintenance Requirements. It shall monitor and review the results of such tests and remedial measures, if any, taken by the Contractor in this behalf.

- 6.4 In respect of any defect or deficiency referred to in Section 3 of Schedule-E of EPC Agreement as well as Technical Specifications mentioned in Item rate Contract, the Employer's Engineer shall, in conformity with Good Industry Practice, specify the permissible limit of deviation or deterioration with reference to the Specifications and Standards and shall also specify the time limit for repair or rectification of any deviation or deterioration beyond the permissible limit.
- 6.5 The Employer's Engineer shall examine the request of the Contractor for closure of any lane (s) of the Project road for undertaking maintenance/repair thereof, and shall grant permission with such modifications, as it may deem necessary, within 5 (five) days of receiving a request from the Contractor. Upon expiry of the permitted period of closure, the Employer's Engineer shall monitor the reopening of such lane (s), and in case of delay, determine the Damages payable by the Contractor to the Employer under Clause 14.5 of EPC Agreement.

## **7. Determination of costs and time**

- 7.1 The Employer's Engineer shall determine the costs, and/or their reasonableness, that are required to be determined by it under the Agreement.
- 7.2 The Employer's Engineer shall determine the period of Time Extension that is required to be determined by it under the Agreement.
- 7.3 The Employer's Engineer shall consult each Party in every case of determination in accordance with the respective contracts

## **8. Payments**

- 8.1 The Employer's Engineer shall withhold payments for the affected works for which the Contractor fails to revise and resubmit the Drawings to the Employer's Engineer in accordance with the provision of Clause 10.2.4 (d) of EPC Agreement and payment related clauses of Item rate Contract.
- 8.2 Employer's Engineer shall:
- a) within 7 (Seven) days of receipt of the Stage Payment Statement from the Contractor pursuant to Clause 19.4 of EPC Agreement and Clause 1.37 – general conditions of contract of Item rate Contract, determine the amount due to the Contractor and recommend the release of 90 (ninety)/ 100 (hundred) percent of the amount so determined as part/full payment, pending issue of the Interim Payment Certificate; and
  - b) within 15 (fifteen) days of the receipt of the Stage Payment Statement referred to in Clause 19.4 of EPC Agreement and Clause 1.37 - general conditions of contract of Item rate Contract, deliver to the PMNC/ Employer and the Contractor an Interim Payment Certificate certifying the amount due and payable to the Contractor, after adjustments in accordance with the provisions of Clause 19.10 of EPC Agreement and relevant clause of Item rate contract.

Any delay in processing contractors payments will attract Penalty at the rate described in Form of Contract

- 8.3 The Employer's Engineer shall, within 15 (fifteen) days of receipt of the Monthly

Maintenance Statement from the Contractor pursuant to Clause 19.6 of EPC Agreement, verify the Contractor's monthly statement and certify the amount to be paid to the Contractor in accordance with the provisions of the Agreement.

- 8.4 The Employer's Engineer shall certify final payment with 30 (thirty) days of the receipt of the final payment statement of Maintenance in accordance with the provisions of Clause 19.16 of EPC Agreement.

## **9. Other duties and functions**

- 9.1 The Employer's Engineer shall perform all other duties and functions as specified in the Agreement.

## **10. Miscellaneous**

- 10.1 A copy of all communications, comments, instructions, Drawings or Documents sent by the Employer's Engineer to the Contractor pursuant to this TOR, and a copy of all the test results with comments of the Employer's Engineer thereon, shall be furnished by the Employer's Engineer to the Employer forthwith.

- 10.2 The Employer's Engineer shall retain at least one copy each of all Drawings and Documents received by it, including "as – built" Drawings and keep them in its safe custody.

- 10.3 Within 90 (ninety) days of the Project Completion Date, the Employer's Engineer shall obtain a complete set of as built Drawings in 2 (two) hard copies and in micro film form or electronic form or in such other medium as may be acceptable to the PMNC/Employer, reflecting the Project works as actually designed, engineered and constructed, including an as-built survey illustrating the layout of the Project Boundary and setback lines, if any, of the buildings and structures forming part of project Facilities; and shall hand them over to the Employer against receipt thereof.

- 10.4 The Employer's Engineer, if called upon by the Employer or the Contractor or both, shall mediate and assist the Parties in arriving at an amicable settlement of any Dispute between the Parties.

- 10.5 The Employer's Engineer shall inform the Employer and the Contractor of any event of Contractor's Default within one week of its occurrence.

## **11. Performance Clause**

- 11.1 Employer's Engineers shall be expected to fully comply with all the provisions of the "Terms of Reference", and shall be fully responsible for supervising the Designs, Construction and maintenance of the facility in accordance with the provisions of the EPC Agreement and other schedules. Any failure of the Employer Engineer in notifying to PMNC/Employer and the Contractor on non-compliance of the provisions of the EPC Contract Agreement and other schedules by the EPC Contractor, non-adherence to the provision of ToR and non-adherence to the time schedule prescribed under ToR shall amount to non-performance.

- 11.2 All Employers Engineers i.e Key personal, sub-professional and support staff shall report at site unless permitted in writing in advance by Employer.

11.3 The Employer Engineer shall appoint its authorized representative, who shall issue on behalf of the EE, the Provisional Completion Certification and Completion Certificate along with the Team Leader and shall carry out any such task as may be decided by PMNC/Employer. The EE shall take prior approval of Employer before issuing Provisional Completion Certification and Completion Certificate. The proposal submitted shall also include the name of the authorized representative along with the authorization letter and power of attorney.

## 12. Consultant's Proposal

12.1 Broad job-description and minimum qualification for key personnel mentioned above is enclosed as **Enclosure-B**. However, higher marks shall be accorded to the Candidate with higher relevant qualification and experience. All the CV's of the personals mentioned in Para 5.3 (iii) of Data Sheet shall be evaluated at the time of evaluation of technical proposal. **The age of the Key Personnel should not be more than 60 years on the date of submission of proposal.** Consultants are advised in their own interest to frame the technical proposal in an objective manner as far as possible so that these could be properly assessed in respect of points to be given as part of evaluation criteria. The bio-data of the key personnel should be signed on every sheet by the personnel concerned and the last sheet of each bio-data should also be signed by the authorised signatory for the Consultant. The key personnel shall also certify at the end of their bio-data proforma that they have not left any of the Employer works without completing of their assignment and have not accepted any other offer at the time of signing of the bio-data and as such shall be available to work with the Employer Engineer, if the Project is awarded. In case the key personnel leaves the assignment without approval of Employer, Employer would be at liberty to take any appropriate action against that key personnel including debarment. The CV submitted by selected firm/JV shall be hoisted on official website of Employer.

12.2 In addition to above, consultants are required to propose other key personnel, sub-professional staff and other field engineers as detailed in **Enclosure-A** and the minimum qualification requirements for the same is enclosed in **Enclosure-B**.

## 13. Period of Services

13.1 The services of an Employer's Engineer will be in phases as per Contract Agreement.

The appointment of the Employer's Engineer shall initially be as per details given below.

<b>Period of service (in months)</b>	<b>Construction period (in months)</b>	<b>Maintenance/DLP Period (in months)</b>
23 + 48 months	<b>23</b>	<b>48</b>

The proposed manpower deployment for this period shall be matching the activities to be performed during the said period. The time frame for services during the deployment of key personnel during this period shall be as shown in **Enclosure A**.

#### **14. Performance Security**

The Employer Engineer shall, for the performance of its obligations hereunder, provide to the Employer, within 15 (Fifteen) days of the date of issue, of letter accepting the tender, an irrevocable and unconditional guarantee from a Bank in the form set forth (the "**Performance Security**") for an amount equal to 2.5% (two and half Percent) of the Contract Price in case of sole bidder and 2 % in case with JV Partner.

In addition to above the JV partner, if so, shall, for the performance of its obligations hereunder provide to the Employer, within 15 (Fifteen) days of the date of issue, an irrevocable and unconditional guarantee from a Bank in the form set forth (the "**Performance Security**") for an amount equal to 0.5% (Zero point 5 Percent) of the

The BG shall be valid for a period of 2 months beyond the expiry of the Contract period. The BG shall be in the format specified in Appendix I of draft contract form and furnished from a Nationalised Bank, IDBI or ICICI Bank/Foreign Bank/EXIM Bank/Any Scheduled Commercial Bank approved by RBI having a net worth of not less than 500 crore as per latest Annual Report of the Bank. In the case of a Foreign Bank (issued by a Branch in India) the net worth in respect of Indian operations shall only be taken into account. In case of Foreign Bank, the BG issued by Foreign Bank should be counter guaranteed by any Nationalised Bank in India. In case of JV, the BG shall be furnished on behalf of the JV and not individually by the members.

**Enclosure-A: Man-Months Input for Key and Sub Professional Staff**

**: AS PER FORM F-3.**

Note: The qualification and experience of Sub Professional staff would not be accounted in the evaluation. However, Consultant shall have to get their CVs approved from Employer before mobilization. The other inputs like support staff shall also be provided by the Consultant of an acceptable type commensuration with the roles and responsibilities of each position.

The age limit for Sub-Professionals shall be 60 years wherever it is not specified at respective position.

## **Enclosure-B: Qualification of Key Personnel**

### **1) Team Leader (Full Time)**

The Team Leader will reside at project sites on a full-time basis throughout the period of the construction supervision services. He will be overall in-charge of the project supervision of the construction packages. He shall act as Representative of the consulting firm appointed by the Employer. His duties will involve overall superintendence over the Resident Engineers and other experts of the construction packages. He will guide, monitor, supervise and control all the activities related to supervision for the construction packages. He will interact with the Program Director of PMNC and the other officials of the PMNC for the successful implementation of the Project works.

He should have the following qualification / experience.

#### **(1) Essential Qualifications**

- (a) Graduate in Civil Engineering from recognized university with an overall experience of minimum 25 years.
- (b) Minimum Professional Experience of 15 years in handling building projects and 10 years in handling infrastructure projects including earthwork, highways / roadworks, or flood protection works.
- (c) He should have handled at least Two projects in Construction Supervision as Team Leader/Deputy Team Leader/Assistant Vice President/Resident Engineer/Project Director or similar capacity.
- (d) Not more than 55 years of age.

#### **(2) Preferential Qualifications**

- (a) Post Graduate Degree in Construction Management/Building Engineering/Structural Engineering.
- (b) International experience of Urban development projects
- (c) Supervised Urban development projects including Landscape, water and waste networks, etc.

#### **Note:**

- (1) Similar Capacity includes the following positions
  - a. On behalf of Consultant: Team Leader / (Construction Supervision / IE/AE).
  - b. On behalf of Contractor: Project Director/ Sr. Project Manager (Construction / Construction Supervision) at minimum General Manager Level
  - c. In Government Organizations: Superintending Engineer (or equivalent) and above.
- (2) Only those projects will be considered for evaluation at Sl. No. 1(c) above, where the input of the personnel is at least one year.

## 2) Resident Engineer

He shall be the in-charge of the construction supervision of projects stretch and shall coordinate with all other experts of the construction projects and shall report to the Team Leader and PMNC as per the delegation established. He shall be directly responsible for regulating the construction process i.e. various activities like earthwork, Sub-base/base courses, bituminous pavement, building works proposed for being carried out under stipulated specifications/manuals, laying of pipes lines, construction of building works, area development and all utilities forming the part of contracts etc. For this purpose, he shall be assisted by Civil Engineer, Structural Engineer and other support engineers/personnel. He shall deal directly with the Civil Engineers and other support staff to ensure that the construction process is well controlled as per established specification controls to avoid later quality control stage problems. In respect of other experts like Material Engineer, Quantity Surveyor, etc., he shall be coordinating and regulating their activities to ensure smooth functioning of the construction packages concerned. He should have adequate experience in large quantity of earthworks, buildings, highways / roadworks and flood protection works. He will be required to be fielded throughout the duration of the project. The candidate is expected to be thoroughly familiar with various standards/specifications, contract procedures, design and quality control etc. In addition, he will be responsible for ensuring safety during construction and maintenance period of the projects. He should be well versed in preparation / modification of schedules in Primavera P6 or MS Project.

He should have the following qualification / experience.

### (1) **Essential Qualifications**

- (a) Graduate in Civil Engineering from a recognized University.
- (b) Professional Experience of minimum 15 years in supervision of building and infrastructure projects such as earthwork, highways / roadworks, or flood protection works.
- (c) At least 8 years' experience as Resident Engineer/Assistant Resident Engineer/Project Manager/Superintending Engineer or equivalent/Executive Engineer or equivalent on similar construction work/Independent Engineering project.
- (d) Should have handled at least one infrastructure projects including highways, flood protection works, or urban development projects including riverfront development, canal front development, recreation parks.
- (e) Not more than 50 years of age.

### (2) **Preferential Qualifications**

- (a) Post Graduate Degree in Civil Engineering.

### 3) Senior Quantity Surveyor (Full Time)

He will be reporting to the Team Leader and give input as and when required during the work. He will provide necessary guidance to the Quantity Surveyor/Civil Engineer and shall issue directions/procedures/formats of reporting to the Quantity Surveyor/Civil Engineer. He will provide technical assistance to contracts expert for the construction packages, even though the thrust of his responsibilities will be in the areas of quantity surveying/ processing of the invoices / rate analysis, preparation of cost estimates and project timelines & schedules, resolving issues related to extra items of work, quantity variation, procurement schedule, etc. He will be responsible for taking all measures required to control the project cost and time over-runs. He will examine the claims of the contractor, variation orders, if any, and will approve the progress reports as per the project requirements. He will approve the measurement of all items of works executed in different stages for payment purpose prepared by Quantity Surveyor.

He should have the following qualification / experience.

#### (1) **Essential Qualifications**

- (a) Graduate in Civil Engineering from recognized university.
- (b) Total Professional Experience of minimum 15 years in handling Building and infrastructure projects including earthwork, highways / roadworks, or flood protection works.
- (c) At least 10 years' experience as Quantity Surveyor in Building Projects.
- (d) He should have handled at least two projects in Construction Supervision of building and infrastructure projects including highways / roadworks, flood protection works, or urban development projects including riverfront development, canal front development, recreation parks as Quantity Surveyor.
- (e) Not more than 50 years of age.

#### (2) **Preferential Qualifications**

- (a) Post Graduate Degree in Construction Management/Engineering/certificate course in management/ certificate course in construction management/certificate course in contract management.

#### **4) Contracts Expert**

Contracts Expert shall have extensive experience in supervising projects to make sure that the contract terms address all the Employer's requirements. He should have detailed knowledge within the engineering and contracting business is a must, as it helps in identifying problems, and contributing to solutions related to the project. He should assist Resident Engineer and other engineering professional by evaluating various commercial and technical evaluations received from the Contractors. He shall be responsible for performing all clarifications for contracts meeting and coordinating with the project department and smooth functioning of the project. He shall evaluate project's change orders, interim stage payments and other requests received from contractor time to time in accordance to the contract agreement.

##### **(1) Essential Qualification**

- (a) Professional Experience: Minimum 15 years in procurement of Building and infrastructure projects such as earthwork, highways / roadworks and flood protection works
- (b) Relevant Experience: 8 years in similar capacity in procurement of Building Projects
- (c) Age: Not more than 50 years

**SUB PROFESSIONAL (To be evaluated for their suitability by  
Employer's Representative, before deployment)**

**5) Senior MEPF Engineer**

The Engineer shall be responsible for the design and execution of Mechanical, Electrical, Plumbing and Firefighting (MEPF) works related to buildings and infrastructure works. His expertise shall include ensuring that the works are being executed as per the approved Specifications and methodology. The responsibility also includes ensuring that agreed Quality of the works is maintained during procurement, erection / installation, testing and Commissioning. The MEPF expert also ensures that the works are executed safely as per the agreed schedule. His shall also be responsible for coordination between the different consultants / agencies / services in the projects

The Engineer shall be monitoring the Contractors work at site to ensure life cycle cost effectiveness and viable design of works. The position requires thorough knowledge and understanding of international 'best practices' in the field of Construction and maintenance of construction practices including latest Codal stipulations and specifications. The MEPF Engineer should be well versed with the testing and commissioning of all systems and equipment.

**(1) Essential Qualification**

- (a) Professional should be Graduate in Electrical / Mechanical Engineering.
- (b) Professional Experience of minimum 15 years in Erection / Installation, testing and commissioning of systems and equipment.
- (c) Experience of minimum 5 years in similar capacity for design of MEPF services in construction of Building works.
- (d) Co-ordination and Supervision of similar Building works.
- (e) Age not more than 50 years

**(2) Preferential Qualification**

- (a) Post Graduate in Electrical / Mechanical Engineering / Construction Management.
- (b) Knowledge in the field of Quality and Safety
- (c) Experience of working on building projects having Intelligent Building Management System (IBMS) or Building Automation System (BAS) or execution of ICT solutions such as Fire Detection and Alarm system, Smart Card based Access System or Network Management System.

## **6) Sr. Architect**

The Architect shall be responsible for the review of all architectural designs and drawings using computer software including statutory requirements. His expertise shall include to ensure that the works are being executed as per the approved architectural design and coordinating the architectural design with the other disciplines like Structural, MEP works etc.

His duties shall include guiding the Resident Engineer for the execution of Civil works contract packages by approving the Good for Construction drawings with construction details, approving the construction methodologies and control tests specifications etc. to ensure that high quality works are executed.

The expert shall be monitoring the Contractors work at site to ensure life cycle cost effectiveness and viable design of works. The position requires thorough knowledge and understanding of international 'best practices' in the field of Design, Construction and maintenance of construction practices including latest Codal stipulations and specifications.

### **(1) Essential Qualification**

- (a) Professional should be Graduate in Bachelor of Architecture.
- (b) Professional Experience of 15 years in Architectural design works
- (c) Experience of 10 years in similar capacity in Design and Construction of Building works.
- (d) Co-ordination and Supervision of Similar Building works and Urban development projects including riverfront development, canal front development, recreation parks.

### **(2) Preferential Qualification**

- (a) Post Graduate in Architecture design / Construction Management.
- (b) Knowledge in the field of Statutory requirements for approvals.

## 7) Civil Engineer

The person shall be responsible for the execution of works through a contractor as per the approved Good for Construction drawings. His expertise shall include ensuring that the works are being executed as per the approved Specifications and methodology. The responsibility also includes ensuring that agreed Quality of the works is maintained during construction. The Building engineer also ensures that the works are executed safely as per the agreed schedule and within the agreed cost. The person shall be reporting to Resident Engineer and carry out day to day inspection works as per their instructions.

His duty is to ensure construction best practices are followed while approving the construction methodologies and control tests specifications etc. to ensure that high quality works are executed. He will examine the claims of the contractor, variation orders, if any, and will approve the progress reports as per the project requirements and as per the instructions provided by Senior Quantity Surveyor. He will approve the measurement of all items of works executed in different stages for payment purpose as instructed by Senior Quantity Surveyor and Resident Engineer.

He will be responsible for checking the site coordinates, demarcation of the all project components required for the construction purpose. He shall also be responsible for modifying survey data in case any modification is required in the design during execution.

The expert shall be continuously monitoring the Contractors work at site to ensure life cycle cost effectiveness and viable design of works. The position requires thorough knowledge and understanding of international 'best practices' in the field of Construction and maintenance of construction practices including latest Codal stipulations and specifications.

### (1) **Essential Qualification**

- (a) Professional should be Graduate in Civil Engineering.
- (b) Professional Experience of 10 years in construction of Building works and infrastructure projects including earthwork, highways / roadworks, or flood protection works
- (c) Co-ordination and Supervision of Similar Building works.
- (d) Age not more than 40 years

### (2) **Preferential Qualification**

- (a) Post Graduate in Engineering / Construction Management.
- (b) Knowledge in the field of Quality and Safety
- (c) Experience of working on urban development projects including riverfront development, canal front development, recreation parks.

## 8) Geotechnical-Engineer

The Geotech Engineer shall be responsible for checking the soil investigation procedure and reports, designs of foundations of retaining walls, water retaining and channelizing structures, buildings and any other civil structure to be constructed in the Projects. His expertise shall include computer aided design methods for Civil/Structural Engineering with reference to Structural design. He would also supervise foundation works on site.

### (1) **Essential Qualification**

- (a) He should be a Post Graduate in Civil Engineering with Geotechnical /Foundation Engineering as Specialization from a recognized University.
- (b) Professional Experience of 15 years in Construction of buildings and infrastructure projects including earthwork, highways / roadworks, or flood protection works
- (c) Minimum of 10 years' experience in Building works/ Geotechnical investigations in similar capacity is required.
- (d) He should have done foundation design and supervision of at least 2 major buildings with pile foundations / raft foundations / ground improvement systems, etc.

### (2) **Preferential Qualification**

- (a) Experience of Computer Aided Foundation Design.

## 9) Structural Design Engineer

**Duties:** His duties will involve understanding the design provisions of Multi storied Buildings, retaining walls, water retaining structures, cantilever decks, etc, guiding and checking of reinforcement/cable laying operations, rectifying any apparent mistakes in respect of them, checking and controlling the proper mix designs of concrete, Checking the adequacy of proper form-work, staging work, scaffolding work, laying/compacting of concrete including curing operations. For this purpose, he will work in close coordination with the Material Engineer and the Contractor's Expert to effectively Control the quality of execution. He will be responsible for minor modifications in design of buildings, retaining walls, decks etc, whenever required during execution.

He should have the following qualification / experience.

### (1) **Essential Qualifications**

- (a) Post Graduate in Structural Engineering from a recognized University.
- (b) Professional Experience of 12 years.
- (c) 10 years' experience in design and Construction Supervision of Building structures.
- (d) Must be familiar with modern methods of structural design of Multi storied Building, design standards, technical specifications and statistical Quality Control/Assurance procedures for construction of different component of Buildings.
- (e) Experience in design of 2 nos of Buildings with pile foundation.
- (f) Not more than 50 years of age.

### (2) **Preferential Qualifications**

- (a) Experience of Computer Aided Structure/ Foundation Design.

## 10) MEPF Engineer

The Engineer shall be responsible for the design and execution of Mechanical, Electrical, Plumbing and Firefighting (MEPF) works related to Buildings and Infrastructure works such as riverfront development, canal front development, recreation parks. His expertise shall include ensuring that the works are being executed as per the approved Specifications and methodology. The responsibility also includes ensuring that agreed Quality of the works is maintained during Installation, testing and Commissioning. The MEPF expert also ensures that the works are executed safely as per the agreed schedule. He shall also be responsible for coordination between the different services in the projects. He will be reporting to the Sr. MEPF Engineer in day to day working and shall abide by the Directions / procedures / formats of reporting and approvals settled by the Sr. MEPF Engineer.

The Engineer shall be monitoring the Contractors work at site to ensure life cycle cost effectiveness and viable design of works. The position requires thorough knowledge and understanding of international 'best practices' in the field of Construction and maintenance of construction practices including latest Codal stipulations and specifications. The MEPF Engineer should be well versed with the testing and commissioning of all systems and equipment.

### (1) **Essential Qualification**

- (a) The candidate should have Bachelor's degree in Electrical Engineering or equivalent
- (b) He should have total professional experience of more than 10 years.
- (c) He should have at least 7 years' experience of similar building works.
- (d) He should have worked in at least 02 building projects.

### (2) **Preferential Qualification**

- (a) Post Graduate Degree in Electrical Engineering
- (b) Experience of working on the building project having Intelligent Building Management System (IBMS) or Building Automation System (BAS) or execution of ICT solutions such as Fire Detection and Alarm system, Smart Card based Access System or Network Management System.

### **11) Lab Technicians**

They should be at least Diploma-holders with about 5 to 6 years of experience in handling the quality control tests laboratories for building works or Graduates in Science with about 3 to 4 years of relevant experience in the field of testing of building projects.

## **12) QA/QC Engineer cum Material Engineer**

The person shall be responsible for the execution of works through a contractor as per the approved Good for Construction drawings. His expertise shall include ensuring that the works are being executed as per the approved Specifications and methodology. The responsibility also includes ensuring that agreed Quality of the works is maintained during construction. He will be responsible for supervising all the tests to be done in different stages of construction, factory Inspection for the materials, besides ensuring that specified tests are done as per codal stipulations and as per the specifications laid down in the contract for all the different stages of construction. He will be reporting to the Resident Engineer and to the Team Leader as and when required.

### **(1) Essential Qualification**

- (a) Professional should be Graduate in Civil Engineering.
- (b) Professional Experience of 10 years in construction of Building works and infrastructure projects including earthwork, highways / roadworks, or flood protection works
- (c) Minimum experience of 5 years as Quality Engineer in Building works and infrastructure projects including earthwork, highways / roadworks, or flood protection works.
- (d) Must be familiar with material property of road / Pavement construction material, Building Construction material technical specifications and procedures of material tests and testing equipment.
- (e) Age not more than 40 years

### **13) Planning Engineer**

He should be a graduate in Civil Engineering with total experience of minimum 10 years. He shall be responsible for resource and work planning and scheduling, Schedule management, cost monitoring and control, risk management, MIS reporting system as per project requirement. He should be well conversant with Primavera P6 or equivalent with minimum 3 years of Primavera experience in Construction projects. The candidate with post-graduation in Construction Management will be treated as preferred qualification.

#### **14) Safety Engineer**

He should be Graduate in Civil or Mechanical Engineering with minimum 7 years of professional experience. He should have handled at least one construction projects as safety Engineer.

### **15) Environmental Engineer**

The Candidate should be graduate in Environmental Science with minimum 8 years of professional experience. He should have handled at least two Construction projects preferably in building sector.

## **16) BIM Manager**

The Candidate should be Diploma in Engineering with 10 years of professional experience. He should have handled two projects as a BIM Manager. Experience in Operating BIM software for Building/urban development project works is required. The candidate should be able to coordinate the Architecture, Structural, Landscape, and MEPF models together sort out the queries and capacity to resolve the integrated queries out of it. The candidate should be able and work on the Electronic Document Management system for coordination of reviews, approvals of drawings, documents, 3D submittals etc. using the system. Preferably to have BIM Certification.

## 17) CAD Technician

The Candidate should be Diploma in Engineering with 10 years of professional experience. He should have work as a CAD Technician at least on two projects of construction which includes buildings, roads and utilities, or urban development. The day-to-day tasks will include but not limited to the following:

- Using 2D or 3D software to produce sketches, schemes, models and detailed drawings
- checking that drawings meet quality and technical standards
- finding and fixing inaccuracies or mistakes
- communicating with engineers, designers and project staff
- reading and interpreting engineers' drawings
- doing mathematical calculations to work out angles, weights and costs
- keeping accurate records of different versions of your design work

### **Preferential Qualification**

- Certified training of CAD software/s.

NOTE: The age limit for sub-professionals shall be 60 years wherever it is not specified at respective position.

## **Enclosure-C: Scope of Work of the Construction Packages**

### **A. NEW CONSTRUCTION WORKS**

#### **1. Construction of Bunding for Flood Protection of Adhiya River in Dholera Special Investment Region**

##### **i. Project Introduction**

The Adhiya (Tributary of Sukhbhadar River) originates near village Cher and meets Sukhbhadar River at village Khun. The river does not have well defined banks and passes through flat topography. Due to this reason, flood water spills over in the area. Adhiya river passes through the TP-2W and north of TP-2E of DSIR.

This flood protection embankment is to be provided in part of the river flowing north of TP-2E from SH-20 (Dholera – Dhanduka Highway) up to SH-6 (Ahmedabad – Dholera – Bhavnagar Highway).

##### **ii. Scope of Works**

The scope of services to be carried out by the appointed Contractor are briefly described below:

- 1) Carrying out topographical survey and preparation of working drawings.
- 2) Constructing flood embankment along Adhiya River between SH - 20 to SH-6 (From Ch 8+788 to Ch. 11+730) with approx length of 3.0 km). This includes constructing earthen embankment with top width of 5 m wide with suitable earth from borrow area.
- 3) Prepare and submit working drawings viz. i) Plan and Profile with daylight line, ii) cross sections (20m interval) for the entire corridor width including embankment, service lane, gutter etc. and iii) Longitudinal profile of side gutter in A2 drawings with the approval of Engineer in charge. Contractor must submit As Built drawings of all the components as directed by engineer in charge.
- 4) Construction of 3.75 m. wide single lane bituminous service road on top of embankment and other items as per Schedule and as shown in drawing.
- 5) The slope of embankment is proposed as 1V:2H with 300 mm thick pucca pitching as per schedule. Rain chutes in CR Masonry are proposed at 10 m interval on the River side slope.
- 6) Four nos of Sluice structures for inlet of water from the South of the Embankment are proposed. The exact location of the structures will be decided based on the topographic survey. The sluice structures will be provided with MS Flap gates to prevent water from flowing from river in to the TP-2E area.
- 7) Construction of trapezoidal drain gutter is proposed on the TP-2E side parallel to the embankment to convey the water from the TP area upto the sluices. The bottom width of the drain is proposed as 1m and the drain will be line with 7.5 cm cement concrete.
- 8) All works are to be carried out as per relevant MORTH and IS specifications or as directed by engineer in charge.

## **2. Earth Filling in Selected Plots of Activation Area in Dholera Special Investment Region**

### **i. Project Introduction**

The Project Site is located in the Activation Area of Dholera Special Investment Region (DSIR). Activation Area is connected to the existing Dholera-Rahatalav road, Dholera-Rahatalav road is further connected to existing State Highway number 6 (SH-6). Few approach roads may be required to be constructed for access to the Project Site. Project site is to be filled up with the soil to the finished level of roads adjacent to the project site minus 0.5m. Approximate average soil filling depth in the project site is 2.0m-2.1m. The map of the selected plots with its sizes is mentioned in the drawing. The works may not be limited to filling of selected plots, however at the direction of the Employer/Employer's representative the same quantum of work may be required to be executed in any plot within the Activation Area.

### **ii. Scope of Works**

The scope of work covered under these specifications pertain to clearing and grubbing of the project site, removal of unsuitable material from the project site, and soil filling in the project site. Scope of work also includes temporary works for approach roads to project site. All works shall be carried out in accordance with the technical specifications, drawings, Bill of Quantities (BoQs), and as per the direction of Employer/Employer's Representative. All works shall be carried out in accordance to "Specifications for Road and Bridge Works (Fifth Revision, April 2013)", issued by the MoRT&H, Government of India and published by the Indian Roads Congress. Contractor shall coordinate with other agencies carrying out the construction works adjacent/nearby to the project site for planning and execution of works.

#### **Clearing and Grubbing:**

Clearing and Grubbing shall be carried out as per the specifications mentioned above. Ground level of project site shall be recorded jointly by the Contractor and Employer/Employer's Representative before Clearing and Grubbing and after completion of Clearing and Grubbing. Clearing and Grubbing shall be carried out as per the direction of Employer/Employer's Representative. All un-useful materials obtained from the Clearing and Grubbing shall be disposed off as per the direction of Employer/Employer's Representative.

#### **Removal and Disposal of Unsuitable Material from the Project Site:**

Removal and disposal of unsuitable material (if encountered and established after completion of Clearing and Grubbing) from the project site shall be carried out as per the direction of Employer/Employer's Representative. Final ground level after removal of unsuitable material shall be recorded jointly with Employer/Employer's Representative by the Contractor. Unsuitable material shall be disposed off as per the direction of Employer/Employer's Representative.

#### **Soil Filling in the Project Site:**

Soil filling in the project site shall be carried out as per the specifications mentioned above. Quality control shall be performed as per the specifications mentioned.

#### **Temporary Works for Approach Roads to Project Site:**

Contractor shall carry out all the works required for the construction of approach roads to project site for carrying the filling material to the site; required permissions for the same are to be obtained by the Contractor from the owner/competent authority. Construction of approach roads is incidental work and not to be paid separately. Approach roads to project site shall be constructed and maintained during the project duration by the Contractor to the satisfaction of

Employer/Employer's Representative.

**Dewatering of Project Site:**

Contractor shall carry out dewatering of project site, if required to carry out the works i.e. Survey, Clearing & Grubbing, Excavation, Earth filling etc. Dewatering is incidental work and no additional payment shall be made against the dewatering.

**Management of Construction Traffic and Safety:**

Contractor shall manage construction traffic from Dholera Junction with SH-6 to the Construction Zone. Contractor shall ensure the safety during all the construction operations. Contractor shall submit detailed plan of 'Management of Construction Traffic and Safety' for approval of Employer/Employer's representative before start of the works and shall implement the same during the execution of works. 'Management of Construction Traffic and Safety' plan shall be prepared by the Contractor in coordination with Contractor(s) of ongoing projects in adjacent area. Contractor shall provide adequate lighting arrangement in Construction zones, if construction work is to be carried out during night hours.

**Dust suppression during Construction Operations:**

Contractor shall use dust suppression measures to ensure that the dust remain in control during construction operations. Dust suppression measures shall be taken by the Contractor on haul roads and project sites.

**Permissions from Contractors:**

Contractor shall obtain necessary permissions from the Contractor of ongoing projects while using part of the project site of other projects and interface management with other ongoing projects.

**Lead and Lift:**

All leads/lifts for all the works e.g. clearing and grubbing of the project site, removal of unsuitable material from the project site, and soil filling in the project site shall be included in the rate of particular item in the BoQ by the Contractor. No extra/separate payment for leads/lifts will be made to the Contractor.

**Method of Measurements and Rate of Item:**

Excavation quantities for removal and disposal of unsuitable material from the project site shall be measured based on pre excavation levels and post excavation levels. All the measurements shall be made for the completed item of works as per the BoQ in all aspects and rate for completed item of works in the BoQ is inclusive of all works and incidental works for particular item of works in the BoQ.

### **3. Enhancement of Side Slope of Storm Water Canal in Activation Area in Dholera Special Investment Region**

#### **i. Project Introduction**

The storm water drainage canal starts from Road G6 and ends at outfall structure 1. The length of canal is 5960 m. The execution of canal is under progress in activation area of DSIR. The existing canal is unlined having side slope of 2(H):1(V). There are six bridges on the canal.

The main objective of enhancement of unlined storm water canal is mainly protection of slopes of channel and improve appearance of channel as process of developing the landscape in the buffer area is under progress. The lining will also increase period of storage of storm water in the channel by decreasing the permeability.

#### **ii. Scope of Works**

The scope of work briefly includes execution of the following items

**Item No 1:** Carry out 1m x 1 m grid survey work by total station in reference to GTS benchmark or Benchmark suggested by engineer in charge along the corridor including marking of center line of alignment with GPS, taking ground level, details of all existing structures, Electric poles, trees, overhead electrical lines including fixing necessary reference RCC pillars, establishing bench mark, establishing day light lines on ground and submission of Survey Drawing with readable spot level, longitudinal section, cross section and drawing report of survey work as directed.

**Item No 2:** 300 mm mechanized trimming of the canal section for preparing sub grade for laying cement concrete lining in all sort of soils and murrum including watering and compacting bed and side slopes using slope compactors including backfilling as directed and dewatering where required.

**Item No 3:** Providing and laying thermally bonded non woven poly propylene based geotextile made up of 70% PP and 30% PE of Tensile strength 8kN/m and having CBR puncture resistance of 1500 N on side slope as per detail drawing, specification and as directed by engineer in charge.

**Item No 4:** Providing & filling foundation with cement concrete of M -15 grade with OPC cement, sand, and coarse aggregates including centering, shuttering, batching, mixing, transporting, placing, vibrating, smooth finishing, curing etc. complete.

**Item No 5:** Providing & laying controlled cement concrete of M -25 grade with OPC cement, sand, and coarse aggregates including centering, shuttering, batching, mixing, transporting, placing, vibrating, smooth finishing, curing etc. complete for Toe wall, and CC panel on slope as per drawing and as directed by engineer in charge

**Item No 6:** Providing and laying TMT Fe 500 D CRS reinforcement for RCC works bar with providing binding wires including cutting, bending, welding, binding in position hooking placing in position with all leads & lifts etc. complete.

**Item No 7:** Excavation for foundation in all sorts of soil including yellow sandy gravelly soil, soft & hard murrum etc. including depositing the excavated stuff in uniform layers in banks or as and where directed etc. complete for all lead and all lift. (By machinery and suitable means) (Including dewatering)

**Item No 8:** Back filling the foundation trenches around the structures etc. with selected excavated stuff including watering, ramming, compacting etc. complete.

**Item No 9:** Providing and laying dry rubble pitching of 300 mm thick thickness to required grade including trimming of slope as required, hand packing the interstices with spalls, filling earth in interstices paneling with the surface pointed with cement mortar of 1:2 proportion etc. complete for all leads and lifts.

**Item No 10:** Providing and fixing in position pre moulded asphalt or bitumen cork board of approved quality and specifications as per design and drawing and as directed.(12 mm thickness).

**Item No 11:** Construction of embankment with approved material obtaining from borrow area with all leads and lifts transporting to site, spreading ,grading to required slope in accordance with requirements of lines, grades , cross sections and compacting to meet requirement to MoRTH table 300- 2 in layers not more than 200 mm thick, including rolling with vibratory roller of 8 to 12 tonnes etc. complete as per MORTH Clause 305.

**Item No 12:** Providing & laying WBM 150 mm compacted thickness in two layer of 75 mm of using B.T. Crushed metal of size 45 mm to 63 mm @ 0.91 Cum material for 10 sqm, stone screening Grading Type A 13.2 mm @ 0.12 cum per 10 sqm, Stone dust @ 0.06 Cum per 10 Sqm, including spreading ,watering & consolidation by vibratory roller etc complete and as directed by Engineer in Charge.

**Item No 13:** Hot Dip Galvanized Structural steel work in riveted, bolted or welded in built up sections, trusses and framed work including supplying, fabricating, cutting, assembling, hoisting and fixing in position at all heights of all shapes and size with all leads and lifts of YST 310 as per latest IS 4923, IS 1161, IS 806 .It should be including necessary rolled joists, channels, angles, tees, flats, angle cleats, gusset plates, position hip and jack lifters, purlins, RHS, SHS, CHS, tension cable etc. including cutting and welding the members as per detailed drawing and design. The rate shall include 1 coat of Zinc chromate primer and 2 coat of Approved Enamel Paint to over all the surfaces of the steel sections or as specified in the drawing. (Only standard measurements will be paid for as actual cut length used at site). Rate shall be inclusive of cutting, wastage, welding, bending (shop at site), fixing as per profile, bolting wherever necessary, in position welding of required length, grinding, finishing edges, filling the welded spots with metal putty. It should also include the cost of approved ISI make and size zinc coated nut-bolt and Anchor fasteners of Hilti or Fisher as approved by engineer-in-charge.

#### **4. Design and Construction of Service Area Buildings (SAB) in Activation Area in Dholera Special Investment Region (21 Nos.)**

##### **i. Project Introduction**

##### **ii. Scope of Works**

The scope of works is mentioned in “B: Ongoing Construction Works, S. No. 7: Design and Construction of Service Area Buildings (SAB) in Activation Area in Dholera Special Investment Region (17 Nos.)”.

## **B. ONGOING CONSTRUCTION WORKS**

### **5. Construction of Canal Front Development Including Land Filling, Civil, MEP and Landscape (Zone 02) in Dholera Special Investment Region**

#### **i. Project Introduction**

The Canal is a 5.95km long unlined channel with a bottom width ranging from 58m to 88m, and a weir at the eastern end. The Canal runs through the Activation Area for a distance of 3.1km. It is intersected by three vehicular roads which cross the canal. The canal will function as a reservoir to collect and hold the storm water from the entire Activation Area. There are 8.5m width of space on south side of the canal and north side width ranging from 24m to 8.5m on top of the bund, which is to be developed as the Canal Park. There are thus a total of 05 parks. These parks are interconnected for pedestrians to walk from one park to the other at grade. In addition, there are larger community or neighbourhood parks along the canal.

The Canal Park is divided into 5 zones. The first zone is the Terracotta Park, inspired by the historic settlement of Lothal which lies in close proximity to the site. The Maritime Park showcases the association with ships and ocean trade through various elements. The third zone is the Silk Route, highlighting the trading of silk and Diamonds in the Gujarat region. The Industrial Park reflects the strong manufacturing industry base that exists in the DSIR Region and the whole of Gujarat; and finally, the Eco Park demonstrates the future endeavours that the region envisions to undertake using renewable sources of energy, sustainable systems and recognizing the importance of urban farming in creating sustainable cities.

#### **ii. Scope of Works**

The work includes, undertaking all tasks with best practice and professional manner. The Scope of Works entails providing labor, materials, equipment, tools and resources and all other elements that may not be described but are required to fulfill the tasks and provide professional services but not limited to the following, surveying/execution of civil works/hardscape/softscape/water features/irrigation/lighting/ wayfinding signages/ maintenance for project works /artwork installations/ Multi-disciplinary co-ordination with other contractors & designated project team members required for the successful completion of the project while following and complying with all the relevant applicable statutory norms, codes & best practices of the construction industry.

#### **The key tasks include but not limited to**

- Undertake all required sub surface investigations, applicable soil, water, SBC tests and conduct all the necessary surveys prior to start of work.
- Prepare & submit all shop drawings required for the project, including making prototypes where required for approval, satisfactory to the Employer/ Employer's authorized representative prior to commencing work;
- Supply and install all paving stone for courtyard and patios as per plans and specifications including any necessary minor sub grading, filter material and all sand and gravel base, compacted to a minimum of 95% proctor density;
- Carry out the minor final grading as required to complete all hard and soft landscaping works
- Supply and install all specified planting materials including turf, trees and shrubs, all to the satisfaction of the Employer/ Employer's authorized representative.
- Ensure that all planting materials delivered to the site are healthy, well-watered and prime specimens, all to the satisfaction of the Employer/ Employer's authorized representative. Any plantings found to be distressed shall not be planted and shall to be removed for the project site
- Provide all necessary maintenance, including fertilizing and watering of lawn and plantings

for an adequate period not less than 30 days following substantial completion of all landscaping as certified by the Employer/ Employer's authorized representative;

- To execute the civil works according to the instructions of the Employer/Employer's authorized representative.
- To monitor the progress of the works by comparing the actual progress with the approved programme of the works and to recommend to the Employer/Employer's authorized representative, the appropriate measures to be taken, in case the works are behind schedule;
- To arrange and take part to regular site progress meetings by liaising with the Employer/Employer's authorized representatives;
- Copies of the progress reports referred to above must be submitted to the Employer/Employer's authorized representative identified in the contract. The progress reports must be written in English
- To record minutes of meetings, including all site visits
- To ensure effective execution of the technical and contractual aspects for smooth progress and successful completion of the landscape works

## **6. Construction of Canal Front Development Including Land Filling, Civil, MEP and Landscape (Zone 03) in Dholera Special Investment Region**

### **i. Project Introduction**

The project introduction is same as mentioned in "B: Ongoing Construction Works, S. No. 5: Construction of Canal Front Development Including Land Filling, Civil, MEP and Landscape (Zone 02) in Dholera Special Investment Region".

### **ii. Scope of Works**

The project introduction is same as mentioned in "B: Ongoing Construction Works, S. No. 5: Construction of Canal Front Development Including Land Filling, Civil, MEP and Landscape (Zone 02) in Dholera Special Investment Region".

## **7. Design and Construction of Service Area Buildings (SAB) in Activation Area in Dholera Special Investment Region (17 Nos.)**

### **i. Project Introduction**

### **ii. Scope of Works:**

Development of the 17 nos. of Service Area Buildings (SAB) including design and construction as mentioned below:

#### **General**

- The Scope includes detailing, as deemed necessary (without changing the foot print of the proposed “buildings and space planning”, design intent), developing required specifications, preparing Good for Construction (GFC), coordinated drawings and construct entire campus in accordance with the same. The scope shall also include preparation of as-built drawings before handing over the work to the Employer, maintaining the Quality assurance & Quality control (QA&QC) including control, corrective actions, reporting and arranging for regular inspections by all concerned.
- Contractor shall coordinate time to time with the Roads & Services contractor and Master System Integrator (MSI) of Activation area, Power Distribution Licensee (DISCOM) of DSIR, Employer's Engineer for implementation of Service area buildings, as certain facilities will be installed / executed within Service areas by the above mentioned contractors. For a smooth implementation, frequent coordination is required and Service area contractor shall take the responsibility and lead in all the matters in this regard.
- As deemed necessary by the Employer/Employer's Engineer, Contractor shall execute necessary mock-ups of all items/activities related to the Work performed required under this Contract as indicated below and the cost for the same shall be deemed to be included in the Contract price.
- The scope includes all temporary works required for the completion of works, testing and commissioning and handover till Maintenance / Defect liability Period.
- Execution of the work on site shall commence only after the approval of the Employer / Employer's engineers including but not limited to design, material etc.
- Contractor has to coordinate with Roads & Services contractor to design and construct the connection of Potable water pipelines, Sewerage Lines, Storm water Drainage with the trunk infrastructure of Roads and Services for Activation Area.
- Provision for sitting arrangement of Security guard along with required furniture and other functional items as required and approved by Employer's Engineer.
- All the utility services for the service area building shall be designed and constructed by the contractor. Contractor shall also design and construct the alignment and connection of all the service area building's utility services to the nearest city-wide trunk infrastructure network of corresponding utilities and services.
- Contractor has to design and construct the connection of (a) incoming and outgoing HT & LT Power Cable and its RCC trench (b) RCC ICT duct and its RCC trench including 30 nos. of 50mm HDPE ducts within the RCC ICT duct and (c) RCC Power duct and its RCC trench of the trunk infrastructure of Roads and Services for Activation Area with Service area building with all the required accessories like manholes/chambers, hand holes, etc. in coordination with Roads & Services contractor, Master System Integrator (MSI) and Power Distribution Licensee of DSIR.
- Contractor has to design and construct the connection of 4-way and 5-way HDPE duct networks of (a) Street Lights and its RCC trench (b) Bus Bays and its RCC trench and (c)

Multiway HDPE duct network of Water utilities and its RCC trench of the trunk infrastructure of Roads and Services for Activation Area with all the required accessories like manholes/chambers, hand holes, etc.

- The Contractor has to make the temporary arrangement to house the outdoor unit of HVAC system of the ground floor and make it operational till the terrace of the service area building is not ready. Once the Terrace of the service area building is ready, necessary arrangement has to be made to shift & permanently install the outdoor unit of HVAC system of the ground floor to the terrace of the service area building. Similarly, Contractor has to make all the required temporary arrangements to house any utility coming in or out of the ground floor that is necessary to make the ground floor complete and operational in all aspects and then shift & permanently install such utilities at their respective final location as per the approved layout and detailed drawings
- The trunk infrastructure construction for TP2W is not been taken up yet, so provisions for all the services and the components described in above scope of work to be made by the contractor for the service area no. TP2W 23. In addition to that contractor also need to explore, suggest and implement the permanent power and water connection to activate this service area also.

#### **Architecture & Landscaping Works**

The scope includes design, detailing, procurement, supply, construction, furnishing, testing and execution for "SAB" which includes painting, door and windows including fire doors, glazing works, stone cladding, flooring, GRC works, fabrication, dry . glass partition works, ceiling works, wall finishing, waterproofing and insulation works, gates including automation, utilities fixtures and accessories, etc.

#### **Civil and Structural Works**

The Contractor shall design and construct the Works of SA buildings that includes Utility block, ancillary structures, compound wall, fencing, pavements, hardscape, storage tank, drains, etc.

#### **Electrical Works**

The scope of work shall cover the design, engineering, manufacture, assembly, testing at manufacturer's works/ test labs, supply, delivery, properly packed for transport to site, unloading, storing at site of all equipment, erection and commissioning, test at site, performance guarantee test run, training of Employer's personnel and handing over of the complete electrical system along with mandatory spares as per the terms & conditions. Any sizing or rating of equipment provided are indicated as minimum sizes or ratings. contractor to design the complete system and shall consider the requirements in totality before arriving at the sizing of equipment and components. All the load and sizing calculation including all the drawings has to be approved by Employer's Engineer.

#### **HVAC Works**

The scope of works shall cover the design, engineering, Supply, Installation, Testing and commissioning of the complete Air-Conditioning and Ventilation System of the buildings. Contractor to design the complete system and shall consider the requirements in totality before arriving at the sizing of equipment and components. All the load and sizing calculation including all the drawings has to be approved by Employer's Engineer.

#### **Fire Fighting**

The Scope of works shall cover the design, engineering, Supply, Installation, Testing and commissioning of the complete Fire Fighting system including Fire alarm system for each

service area plot and building. Contractor to design the complete system and shall consider the requirements in totality before arriving at the sizing of equipment and components. All the load and sizing calculation including all the drawings has to be approved by Employer's Engineer.

### **Plumbing**

The scope of works shall cover the design, engineering, Supply, Installation, Testing and commissioning of the complete Plumbing system including Internal and External Water Supply, Internal and External drainage including Sewerage, Storm water drainage, Rain water harvesting system of SA buildings. Contractor to design the complete system and shall consider the requirements in totality before arriving at the sizing of equipment and components. All the load and sizing calculation including all the drawings has to be approved by Employer's Engineer.

### **Fire Detection Alarm System, Smart Card Based Access, Network & Video Management and CCTV Surveillance**

The scope includes design, detailing, procurement, supply, installation, equipping, testing, commissioning and execution of ICT Solution consisting of Fire Detection & Alarm System and Public Address system, Smart Card based Access Control System, CCTV Video Surveillance System, Network Management System, Visitor Management System, BMS for common areas and ancillary structures, in accordance with the tender requirements. Any sizing or rating of equipment provided are indicated as minimum sizes or ratings. contractor to design the complete system and shall consider the requirements in totality before arriving at the sizing of equipment and components. All the load and sizing calculation including all the drawings has to be approved by Employer's Engineer.

### **Road Works**

The scope of proposed road works includes development of internal roads/driveways, pathways and parking areas within Service area plot site. The Contractor shall carry out, and be responsible for, the design and execution of the works, including any site surveys, subsoil investigations, materials procurement and testing, and all other things necessary for proper planning, design and construction.

### **Storm Water Drainage Network**

The Scope of Work for proposed storm water drainage system under this contract includes the design, supply, construction, testing and commissioning of storm water drainage system of the Works.

### **Solid Waste Management (SWM)**

The Scope of works is to ensure that the entire solid waste generated in the SAB building is managed. It includes collection and segregation of waste at source using color coded bins under hygienic conditions and then disposal of in the city wide SWM system.

### **Integrated Building Management System (IBMS)/ Building Automation System (BAS)**

An Integrated Building Management System (IBMS) or Building Automation System (BAS) is a computer-based control system that shall be installed in buildings along with the required hardware and integration software that controls and monitors the building's mechanical and electrical equipment such as Plumbing, Heating, Ventilation, Lighting, Power System, Fire Alarm & Detection Systems, including the security systems like; Public Address System, Access Control, Visitor Management, Network management, CCTV Surveillance & Intrusion systems.

**Tender Drawings**

All the drawings are indicative only. The contractor has to prepare the final drawings as per the detail design in coordination with Roads & Services Contractor of Activation Area, MSI (Master System Integrator) of Activation Area, Power Distribution Licensee/DISCOM of DSIR, and other stakeholders, which has to be approved by the Employer's Engineer.

**Enclosure-D: Aerial Photography and Videography details**

**Imagery Acquisition**

<b>Component</b>	<b>Description</b>
Coverage Area	1. Activation Area - approximately 25 Sq Km. 2. Adhiya river bunding – approx. length 3 kms.
Pixel Size	~3cm to ~5cm, 24-bit true colour
Flight Height	Not more than 4000 ft. (Shall be consider as per the site conditions*)
Accuracy	National Map Accuracy Standard (NMAS) suitable scale 1:500 mapping
Camera	High resolution camera (16MP or more)
Photographic Conditions	Ground must be free of fog, snow, haze, dust, and smoke
Image Quality	<ul style="list-style-type: none"> <li>• Clear and sharp in detail</li> <li>• Less than 5% cloud cover and/or shadow shall not appear in any of the image.</li> <li>• No “warped” bridges, underpasses, or roads</li> <li>• No “image smear” or “stretched” area on images</li> <li>• No inconsistencies in tone and density between adjacent image tiles</li> <li>• Must be radio metrically &amp; geometrically corrected to enable adjacent image tiles to be displayed simultaneously without obvious distinctions between them.</li> <li>• Seasonal and temporal differences should not show differences across image join lines.</li> <li>• The solar angle must be 30-degrees or more above the horizon at the time of exposure.</li> </ul>

\* Height should be considered appropriately (for best result) as per best practices