

DICDL

Dholera Industrial City Development Limited

International Competitive Bidding (ICB)

CIN: DICDL/DSIR/CNSL/ RAIL/01

**CONSULTANCY SERVICES FOR PREPARATION OF DETAILED
PROJECT REPORT FOR NEW RAIL LINE BETWEEN BHIMNATH
TO DHOLERA SPECIAL INVESTMENT REGION (DSIR) IN
GUJARAT**

REQUEST FOR QUALIFICATION CUM PROPOSAL

April' 2018

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

Prepared by
Program Manager for New Cities (PMNC)

AECOM

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Instructions to Bidder for e-Tendering

1. Accessing/Purchasing of BID documents

- (i) It is mandatory for all the bidders to have class-III Digital Signature Certificate (DSC) (with both DSC components, i.e. signing and encryption in the name of authorized signatory who will sign the BID) from any of the licensed Certifying Agency (Bidders can see the list of licensed CAs from the link www.cca.gov.in) to participate in e-tendering of the Employer.

DSC should be in the name of the authorized signatory as authorized in Appendix II or Appendix III of the submitted Bid. It should be in corporate capacity (that is in Bidder capacity / in case of JV in the Lead Member capacity, as applicable).

- (ii) To participate in the bidding, it is mandatory for the bidders to get registered their firm / Joint Venture with e-tendering portal of the Employer [www.nprocure.com], to have user ID & password which has to be obtained by submitting the applicable fee & necessary documents. Validity of online registration is one year. Following may kindly be noted:
 - (a) Registration should be valid at least up to the date of submission of BID.
 - (b) BIDs can be submitted only during the validity of their registration.
 - (c) The amendments / clarifications to the BID document, if any, will be hosted on the Employer's website www.nprocure.com.
 - (d) If the firm / Joint Venture is already registered with e-tendering portal of Employer and validity of registration is not expired the firm / Joint Venture is not required a fresh registration.
- (iii) The complete BID document can be viewed / downloaded from e-tender portal of the Employer, from the date & time mentioned in the "Important Information" section under Clause 1.3.
- (iv) To participate in bidding, bidders have to pay **Rs. 20,000/- (Rupees Twenty Thousand Only)** plus 18% GST towards processing fee for BID (non-refundable) in favour of "**Dholera Industrial City Development Limited (DICDL), Gandhinagar**" payable at Gandhinagar and BID Security is also to be furnished by the bidder for an amount of Rs. 4,00,000/- (Rupees Four Lakhs) in the form of Demand Draft or Bank Guarantee (BG) as per the format mentioned in Form 3G, issued from a scheduled Bank in the name of the Employer.

2. Preparation & Submission of BIDs:

- (i) The Bidder may submit his Bid online following the instruction appearing on the screen. A buyer manual containing the detailed guidelines for e-procurement is available on e-procurement portal.

- (ii) The documents listed at clause 2.8.5 shall be prepared and scanned in different files (in PDF or JPEG format such that each file size is not more than 2 MB) and uploaded during the on-line submission of BID.
- (iii) Bid must be submitted online only through e-procurement portal of the Employer, [www.nprocure.com] using the digital signature of authorized representative of the Bidder on or before the bid due date and time.

3. Modification / Substitution / Withdrawal of BIDs:

- (i) The Bidder may modify, substitute or withdraw its e- BID after submission prior to the BID Due Date. No BID shall be modified, substituted or withdrawn by the Bidder on or after the BID Due Date & Time.
- (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 the e-BID.

4. Opening & Evaluation of BIDs.

- (i) Opening and evaluation of BIDs will be done through online process.
- (ii) The Employer shall open on-line received Technical BIDs at 1530 hours IST on the BID Due Date, in the presence of the Bidders, who choose to attend. Technical Bid of only those Bidders shall be online opened whose documents listed at clause 2.8.5 of the RFP have been physically received. The Employer will subsequently examine and evaluate the BIDs in accordance with the provisions of Section 2 of RFP.
- (iii) Prior to evaluation of BIDs, the Employer shall determine whether each BID is responsive as per clause 2.9.2_of this Instruction to Bidders as per e-tendering process.
- (iv) The BID shall be opened of those bidders only who submitted originals as mentioned in para 2 (ii) & (iii) above of e-Tendering procedure. The BID submitted on-line shall not be opened and shall be declared non - responsive, if originals are not submitted as mentioned in para 2 (ii) & (iii) above of e-Tendering procedure.

The online payment facility for the submission of registration Fee, which is payable to e-tender [service provider, has been enabled on e- Tender Portal [www.nprocure.com] The bidders can pay registration Charges as applicable.

Disclaimer

1. This RfQ cum RfP document is neither an agreement nor an offer by the Dholera Industrial City Development Limited (DICDL) to the prospective Applicants or any other person. The purpose of this RfQ cum RfP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RfQ cum RfP.
2. DICDL does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RfQ cum RfP document and it is not possible for DICDL to consider particular needs of each party who reads or uses this RfQ cum RfP document. This RfQ cum RfP includes statements which reflect various assumptions and assessments arrived at by DICDL in relation to the consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Applicant should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RfQ cum RfP document and obtains independent advice from appropriate sources.
3. DICDL will not have any liability to any prospective Consultancy Company/ Firm/ Consortium or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RfQ cum RfP document, any matter deemed to form part of this RfQ cum RfP document, the award of the Assignment, the information and any other information supplied by or on behalf of DICDL or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment. DICDL will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements contained in this RfQ cum RfP.
4. DICDL will not be responsible for any delay in receiving the proposals. The issue of this RfQ cum RfP does not imply that DICDL is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the consultancy and DICDL reserves the right to accept/reject any or all of proposals submitted in response to this RfQ cum RfP document at any stage without assigning any reasons whatsoever. DICDL also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RfQ cum RfP Application.
5. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. DICDL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. DICDL reserves the right to change/ modify/ amend any or all provisions of this RfQ cum RfP document. Such revisions to the RfQ cum RfP / amended RfQ cum RfP will be made available on the website of DICDL.

Section 1. Letter of Invitation

Gandhinagar

Date: April 2018

1. Introduction

The 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 1,483 km. Further, Delhi Mumbai Industrial Corridor Development Corporation Limited (DMICDC), a special purpose company, was incorporated to establish, promote and facilitate development of the DMIC Project.

The Dholera Special Investment Region (DSIR) will be a major Greenfield Industrial Hub planned and located approximately 100km south of Ahmedabad and 130km from the State Capital Gandhinagar. The project as envisaged will be the first initiative from DMICDC to create a linear zone of industrial clusters and nodes to be developed in the influence area of Western Dedicated Freight Corridor (DFC).

DSIR has been planned over an extensive area of land measuring approximately 920sqkm and encompassing 22 villages of Dholera Taluka in the Ahmedabad District. This will be by far the largest of investment nodes planned along the influence of DFC in the DMIC region. This node is strategically located between the industrial cities of Vadodara, Ahmedabad, Rajkot, Surat and Bhavnagar urban agglomerations. The node is linked with various state highways to the ports in Gujarat but lacks a viable rail connection. The nearest international airport is at Ahmedabad and Government of Gujarat through the Dholera International Airport Company Limited (DIACL) has plans to develop another international airport in the north-east of the proposed investment region. DMICDC, with support of 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 form. This new age city aims to have a sustainable urban transportation system (transit oriented development) within and mobile/ efficient regional connectivity with neighbouring cities and the rest of the country.

For the DSIR, DMICDC has 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 State nodal agency and the DMICDC on the programme progress. All deliverables from consultant engaged on this project shall be submitted to the PMNC for final approval of DICDL/ DMICDC. As an extension of DMICDC and the state nodal agency, the PMNC will be responsible for taking inputs from stakeholders and communicating them with the consultant. In all day-to-day matters in respect of implementation of this assignment, the Consultant shall report to the PMNC.

The DSIR urban development area is divided into six (6) Town Planning Schemes, under which micro level planning with neighbourhood level infrastructure provisions has been carried out. Town Planning Schemes 1 and 2, which largely cover the development in Phase 1, were sanctioned by Apex Authority (GIDB) on 3 October 2012. Town Planning Scheme 1 covers an area of approximately 51 sq. km and Town Planning Scheme 2 covers an area of approximately 102 sq. km.

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).

Presently there is no rail connectivity to Dholera SIR. To support the industrial development of Dholera SIR and further cater the demand of logistics, there is a need of rail freight feeder connection from Dholera SIR with the proposed Dedicated Freight Corridor (DFC). So, shortest new rail route between Bhimnath and Dholera will be constructed to support the industrial activities in Dholera SIR.

Bhimnath station lies on existing Botad – Ahmedabad Meter Gauge (MG) line. BG conversion of this line is under implementation by Western Railways (WR). On the Broad Gauge (BG) system, Botad is located on Delhi – Rewari – Marwar Jn – Palanpur - Mehsana – Viramgam – Surendranagar – Botad – Bhavnagar – Pipavav Port line, which is feeder route to DFC. So Bhimnath – Dholera rail line will ultimately act as feeder line to DFC.

The Final Location Survey (FLS) was completed by Western Railways and DPR submitted to Railway Board for its approval. Railway Board has granted 'in-principle' approval to the project.

As per the proposed route by Western Railway - DPR, rail line is proposed to terminate at Dholera village but as per Dholera SIR-Town Planning scheme, the rail line will terminate at Logistic hub located in Town Planning scheme 3. DPR is required for detail design and alignment finalization.

It was decided to implement this project under Non – Government Railway (NGR) model of Indian Railways by creating a 50:50 SPV JV, SPV between DMICDC and Government of Gujarat. The entire project cost will be funded through equity and land will be provided through equity by Government of Gujarat to SPV.

An SPV under Indian Companies Act 2013 namely Dholera Industrial City Development Limited (DICDL) has been formed with the equity participation from Gujarat State Government and DMICDC and is responsible for implementation of the Dholera SIR Project. Accordingly, Dholera Industrial City Development Limited in the capacity of Client invites proposals to undertake:

“RfQ cum RfP for Selection of Consultant for Preparation of Detailed Project Report For New Rail Line Between Bhimnath to Dholera Special Investment Region (DSIR) In Gujarat”.

The detailed scope of services is provided in the Terms of Reference.

2. Objectives

The objective of this assignment is to prepare a Detailed Project Report (DPR) following the design of the Broad Gauge Railway alignment from Bhimnath – an existing station on the Indian Railway to Logistic hub within Dholera SIR. The line will initially carry freight traffic but may carry passenger traffic in future. Distance between Bhimnath to DSIR logistic hub is approximately 30 kms.

3. A Consultant will be selected under Combined Quality cum Cost Based Selection (CQCCBS) and procedures described in this RfQ cum RfP.

4. The RfQ cum RfP includes the following documents:

SECTION 1: Letter of Invitation

SECTION 2: Instructions to Consultants

SECTION 3: Pre-qualification and Technical Proposal - Standard Forms

SECTION 4: Financial Proposal - Standard forms

SECTION 5: Terms of Reference

SECTION 6: Standard forms of Contract

All clarifications/ corrigenda will be published only on the DICDL website. The official website for accessing the information related to this RfQ cum RfP is: www.nprocure.com (the "Official Website").

Note: From the "Home" page access the "Tenders" section to access all the uploaded documents related to this RfQ cum RfP.

Yours sincerely,

**CEO & MD
DICDL**

Section 2. Instructions to Consultants

2.1 Introduction

- 2.1.1 The Client named in the data sheet will select a consulting firm/ organisation (the "Consultant"), in accordance with the method of selection specified in the data sheet. Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the Client through the selection process specified in this RfQ cum RfP (the "Selection Process"). Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that DICDL's decisions are without any right of appeal whatsoever.
- 2.1.2 The Applicants are invited to submit Pre-qualification, Technical, and Financial Proposals (collectively called as "the Proposal"), as specified in the data sheet, for the services required for the Assignment. The term "Applicant" refers to a single entity or the group of entities coming together to execute the assignment. The Proposal will form the basis for contract signing with the selected Consultant. The Consultant shall carry out the preliminary design and provide technical assistance in preparing tender documents for construction contracts in accordance with the Terms of Reference of this RfQ cum RfP (the "TOR").
- 2.1.3 The Applicant shall submit his Proposal in the form and manner specified in this RfQ cum RfP. The Proposal shall be submitted as per the forms given in relevant sections herewith. Upon selection, the Applicant shall be required to enter into a contract with the Client in the form specified in this RfQ cum RfP (the "Contract").
- 2.1.4 Applicants should familiarize themselves with local conditions and take them into account in preparing their Proposals.
- 2.1.5 The Client will timely provide, at no cost to the Consultants, the inputs and facilities required to carry out the services, and provide relevant project data and reports related to the Assignment available with the Client. However, for avoidance of doubt, it is hereby clarified that the aforesaid data/ information provided under the RfQ cum RfP or to be provided later, is only indicative and solely for the purposes of rendering assistance to the Applicants towards preparation of their Proposals. The Applicants are hereby advised to undertake their own due diligence (to their complete satisfaction) before placing reliance on any such data/information furnished or to be provided later by the Client and/ or any of his consultants.
- 2.1.6 Applicants shall bear all costs associated with the preparation and submission of their proposals, and their participation in the Selection process, and presentation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Client or any other costs incurred in connection with or relating to its Proposal. The Client is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Applicants.
- 2.1.7 The Client requires that the Consultant provides professional, objective, and impartial advice and at all times hold Client's interests' paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of the Client and the Project.
- 2.1.8 It is the Client's policy to require that the Consultants observe the highest standard of ethics during the Selection Process and execution of such contracts. In pursuance of this policy, the Client:

- i. Defines, for the purposes of this provision, the terms set forth below as follows:
 - a) “Corrupt practice” means the offering, giving, receiving, or soliciting anything of value to influence the action of officials in the Selection Process or in contract execution; and
 - b) “Fraudulent practice” means a misrepresentation of facts in order to influence the selection process or the execution of a contract in a way which is detrimental to the Client, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the Client of the benefits of free and open competition.
- ii. Will reject a proposal for award if it determines that the Applicant has engaged in corrupt or fraudulent activities in competing for the contract in question;
- iii. Will declare an Applicant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Applicant has engaged in corrupt or fraudulent practices in competing for and in executing the contract.

2.1.9 All members of the consortium are required to follow the highest level of work ethics, if any member of the consortium has a Conflict of Interest or indulge in “Prohibited Practices”; the whole Consortium is liable to be disqualified. Further, in the event any entity has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project or bid, and the bar subsists as on the date of Proposal Due Date (the “PDD”), it would not be eligible to submit a Proposal either by itself or as part of a Consortium.

2.1.10 Arbitration: If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RfQ cum RfP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by arbitration. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the parties. In case of failure of the parties to mutually agree on the name of a sole arbitrator, the arbitral tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator. The seat of arbitration shall be Gandhinagar – India and the arbitration shall be conducted in the English language. The Arbitration and Conciliation Act, 1996 shall govern the arbitral proceedings. The award rendered by the arbitral tribunal shall be final and binding on the parties.

2.1.11 Termination of Contract: The Client will have the right to terminate the contract by giving 30 (thirty) days written notice. In the event of termination for no fault of Consultant, the Client will reimburse all the expenses incurred by the Consultant (upon submission of proof) including closing-up of the project. If the contract is terminated due to the fault of the Consultant or in case of termination of the contract by the Consultant for reasons not attributable to the Client, the Client will forfeit the performance security of the Consultant.

2.1.12 Details related to timelines and submission of deliverables at each stage is given in the TOR.

2.1.13 The Proposal shall be valid for a period of not less than 180 (one hundred and eighty) days from the PDD.

2.1.14 Brief Description of the Selection Process: The Client has adopted a single stage Three part selection process (collectively the “Selection Process”) for evaluating the Proposals comprising the Pre-Qualification, Technical and Financial Proposals (Only online submission) to be submitted in separate sealed envelopes. The Pre-Qualification Proposal shall be placed separately in a sealed envelope titled Request for Qualification (RfQ) along with the processing fee and Bid Security as prescribed in this RfQ cum RfP document. The Technical Proposal shall be placed in a sealed envelope titled Request for Proposal as prescribed in this RfQ cum RfP document and the Financial Proposal shall be submitted only through online portal www.nprocure.com. The submissions for Pre-Qualification shall be evaluated first as specified in this RfQ cum RfP. Subsequently the technical evaluation as specified in this RfQ cum RfP will be carried out only for those Applicants who meet the Pre-Qualification criteria. Based on this technical evaluation, a list of technically qualified Applicants shall be prepared. Only the Financial Proposals of technically qualified Applicants will be opened. Proposals will finally be ranked according to their combined technical and financial scores as specified in this RfQ cum RfP. The first ranked Applicant shall be preferred for contract signing (the “Selected Applicant”) while the second ranked Applicant will be kept in reserve.

2.1.15 Number of Proposals: No Applicant or its Associate shall submit more than one Application for the Consultancy. An Applicant applying individually or as a member of a consortium shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be.

2.1.16 Visit to the Client and Verification of Information: Applicants are encouraged to submit their respective Proposals after visiting the office of the Client or its delegates as the case may be, and ascertaining for themselves the availability of documents and other data with the Client, Applicable Laws and regulations or any other matter considered relevant by them.

2.1.17 Right to reject any or all Proposals:

- i. Notwithstanding anything contained in this RfQ cum RfP, the Client reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- ii. Without prejudice to the generality of above, the Client reserves the right to reject any Proposal if:
 - a) at any time, a material misrepresentation is made or discovered, or
 - b) the Applicant does not provide, within the time specified by the Client, the supplemental information sought by the Client for evaluation of the Proposal.
- iii. Such misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification/ rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified/ rejected, then the Client reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Client, including annulment of the Selection Process.

2.1.18 Acknowledgement by Applicant

- i. It shall be deemed that by submitting the Proposal, the Applicant has:
 - a) made a complete and careful examination of the RfQ cum RfP;
 - b) received all relevant information requested from the Client;

- c) accepted the risk of inadequacy, error or mistake in the information provided in the RfQ cum RfP or furnished by or on behalf of the Client;
 - d) satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
 - e) acknowledged that it does not have a Conflict of Interest; and
 - f) agreed to be bound by the undertaking provided by it under and in term hereof.
- ii. The Client and/ or its advisors/ consultants shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RfQ cum RfP or the Selection Process, including any error or mistake therein or in any information or data given by the Client and/ or its consultant.

2.1.19 RFQ cum RfP Processing Fee: The RfQ cum RfP submissions shall be accompanied by a Bank Draft of INR 20,000.00 (Indian Rupees Twenty Thousand only) + 18% GST in favour of “Dholera Industrial City Development Limited”, payable at Gandhinagar , India, as a non-refundable RfQ cum RfP Tender fee (the “RfQ cum RfP tender Fee”). Proposals unaccompanied with the aforesaid RfQ cum RfP Tender Fee shall be liable to be rejected by the Client.

2.2 Clarification and amendment of RfQ cum RfP documents

2.2.1 Consultants may seek clarification on this RfQ cum RfP document no later than the date specified in the Data sheet. The Client reserves the right to not entertain any queries post that date. The Applicants are requested to submit a MS Word file of the queries. Any request for clarification must be sent by standard electronic means (PDF and word file)/ fax to the Client's office addressed to:

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

The Client will endeavour to respond to the queries not later than 2 (two) weeks prior to the PDD. The Client will post the reply to all such queries on its official website.

2.2.2 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 prospective Applicant, modify the RfQ cum RfP documents by an amendment. All amendments/ corrigenda will be posted only on the Client's Official Website. In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Client may at its discretion extend the PDD.

2.2.3 Date of pre-bid meeting and venue is mentioned in data sheet. Applicants willing to attend the pre-bid should inform client beforehand in writing and email. The maximum number of participants from an applicant, who chose to attend the pre-bid meeting, shall not be more than two per applicant. The representatives attending the pre-bid meeting shall accompany with an authority letter duly signed by the authorised signatory of his/her organisation.

2.3 Clarification and/ or interpretation of reports

After submission of the final reports of each phase by the Consultant, to the satisfaction of the Client or State Nodal Agency, if clarifications are required or doubt arises as to the interpretation of anything included in the reports, consultant shall, on receipt of written request form the Client or State Nodal Agency, furnish such clarification to the satisfaction of Client or State Nodal Agency within five (05) working days without any extra charge.

2.4 Ownership of document and copyright

All the study outputs including primary data shall be compiled, classified and submitted by the Consultants to the Client in hard and soft copies in addition to the requirements for the reports and deliverables indicated in the TOR. The study outputs shall remain the property of the Client and shall not be used for any purpose other than that intended under these terms of reference without the permission of the Client.

2.5 Bid security

2.5.1 A bid security in the form of a Demand Draft/ Bank Guarantee, from a scheduled Indian Bank in favour of 'Dholera Industrial City Development Limited ', valid for 180 (one hundred and eighty) days from the PDD, payable at Gandhinagar, for the sum of **INR 4,00,000/- (Rupees Four Lakhs Only)** shall be required to be submitted by each Applicant (the "Bid Security").

2.5.2 The Demand Draft/ Bank Guarantee in original shall be placed in an envelope and attached with the envelope containing the Pre-Qualification Proposal marked as "RFQ – [name of assignment]" and "Not to be opened except in the presence of evaluation committee". Bids received without the specified Bid Security will be summarily rejected.

2.5.3 The Client will not be liable to pay any interest on bid security deposits. Bid security of pre-qualified but unsuccessful Applicants shall be returned, without any interest, within two months after signing the contract with the Selected Applicant or when the selection process is cancelled by the Client. The Selected Applicant's Bid Security shall be returned, without any interest upon the Applicant signing the contract and furnishing the Performance Security in accordance with provision of the RfQ cum RfP and contract.

2.5.4 The Client will be entitled to forfeit and appropriate the bid security as mutually agreed loss and damage payable to the Client in regard to the RfQ cum RfP without prejudice to the Client's any other right or remedy under the following conditions:

- (i) If an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RfQ cum RfP (including the Standard Form of Contract);
- (ii) If any Applicant withdraws its Proposal during the period of its validity as specified in this RfQ cum RfP and as extended by the Applicant from time to time,
- (iii) In the case of the Selected Applicant, if the Selected Applicant fails to sign the contract or provide the Performance Security within the specified time limit, or
- (iv) If the Applicant commits any breach of terms of this RfQ cum RfP or is found to have made a false representation to the Client.

2.5.5 Performance Security

- (i) Performance Security equivalent to the amount indicated in this RfQ cum RfP shall be furnished before signing of the contract in form of a Bank Guarantee substantially in the form specified in the RfQ cum RfP / contract.
- (ii) For the successful bidder the Performance Security shall be retained by the Client until the completion of the assignment by the Consultant and be released 180 (one hundred and eighty) days after the completion of the assignment.
- (iii) In the event the Consultant is a joint venture consortium, the Performance Security may be provided by any Member; provided that such Performance Security shall mention the details of this Contract and the other Members.

2.6 Eligibility of applicants

2.6.1 The Applicant for participation in the Selection Process, may be a single entity or a group of entities (the "Consortium"), coming together to execute the Assignment. However, no applicant applying individually or as a member of a Consortium, as the case may be, can be member of another consortia bidding for the Assignment.

2.6.2 An Applicant or a member of Consortium may either be a sole proprietorship firm/ a partnership firm/ a limited liability partnership/ a company incorporated under the Companies Act 1956/ 2013 or a body corporate incorporated under the applicable laws of its origin.

2.6.3 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Client will forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, the time, cost and effort of the Client including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Client hereunder or otherwise.

2.6.4 An Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- i. the Applicant, its consortium member (the "Member") or Associate (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 percent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5 percent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956/ 2013. For the purposes of this clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the

- shareholding of such person in the intermediary is less than 26 percent of the subscribed and paid up equity shareholding of such intermediary; or
- ii. a constituent of such Applicant is also a constituent of another Applicant; or
 - iii. such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
 - iv. such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
 - v. such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant; or
 - vi. There is a conflict among this and other consulting assignments of the Applicant (including its personnel and sub-consultants) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Client for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
 - vii. a firm which has been engaged by the Client to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as per provisions of this RfP, conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
 - viii. the Applicant, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 percent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5 percent of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 4A of the Companies Act, 1956/ 2013. For the purposes of this sub-clause (viii), indirect shareholding shall be computed in accordance with the provisions of sub-clause (i) above.
 - ix. For purposes of this RfQ cum RfP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50 percent of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

2.6.5 An Applicant eventually appointed to provide Consultancy for this Assignment/ Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 2 (two) years from the completion of this Assignment or to consulting assignments granted by banks/ lenders at any time;

provided further that this restriction shall not apply to consultancy/ advisory services performed for the Client in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Client in accordance with the rules of the Client. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5 percent of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

2.6.6 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.

2.6.7 An Applicant or its Associate should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.

2.6.8 In case the Applicant is a Consortium, it shall, comply with the following additional requirements:

- i. Number of members in a consortium shall not exceed 3 (three);
- ii. Subject to the provisions of sub-clause (1) above, the Application should contain the information required for each member of the Consortium;
- iii. Members of the Consortium shall nominate one member as the lead member (the "Lead Firm"). The nomination(s) shall be supported by a Power of Attorney, as per the format in this RfQ cum RfP, signed by all the other members of the Consortium. The duties, responsibilities and powers of such Lead firm shall be specifically included in the joint Bidding Agreement. It is expected that the Lead Firm would be authorized to incur liabilities and to receive instructions and payments for and on behalf of the Consortium. The Client expects that Lead Firm should have maximum responsibility pertaining to execution of Assignment;
- iv. The Application should include a brief description of the roles and responsibilities of individual members;
- v. An individual Applicant cannot at the same time be a member of a Consortium applying for the Assignment. Further, a member of a particular Applicant Consortium cannot be member of any other Applicant Consortium applying for the Assignment;
- vi. No Change in the composition of the Consortium will be permitted by the Client during the Selection Process and during the subsistence of the contract (in case the successful applicant/ consultant is a consortium).
- vii. Members of the Consortium shall enter into a binding Joint Bidding Agreement (the "Jt. Bidding Agreement"), for the purpose of submitting a Proposal. The Jt. Bidding Agreement, to be submitted along with the Application, shall, inter alia:
 - a) clearly outline the proposed roles and responsibilities, if any, of each member;
 - b) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Consultant in relation to the Assignment until the completion of the Assignment in accordance with the contract and the TOR;

- c) clearly define the proposed administrative arrangements (organisation chart) for the management and execution of the Assignment, if awarded to the Consortium;
- d) Except as provided under this RfQ cum RfP, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Client.

2.7 Preparation of proposal

2.7.1 Consultants are requested to submit their Proposal in English language and strictly in the formats provided in this RfQ cum RfP. The Client will evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.7.2 In preparing their Proposal, Consultants are expected to thoroughly examine the RfQ cum RfP Document. Material deficiencies in providing the information requested may result in rejection of a Proposal.

2.7.3 Technical Proposal: While preparing the Technical Proposal, Consultants must give particular attention to the following:

- i. The team leader proposed must be a permanent full time employee of the firm. It is desirable that the other key professional be either permanent full time employees of the firm or have a dedicated full time contract to work on this project. Sub-consultants who are not employed by the firm will not be acceptable as key professional.
- ii. If any key professional proposed is not a permanent employee of the Applicant (including in case of a JV, of its members), a certificate from the key professional must be furnished mentioning his/her availability for the project. In the absence of such certificate, his/her CV will not be evaluated.
- iii. Consultant is to ensure that the time allocated for the proposed key professional does not conflict with the time allocated or proposed for any other assignment. The Client reserves the right to request a workload projection (including time spent on other projects/clients) for the key professional.
- iv. The composition of the proposed Team and Task Assignment to individual personnel shall be clearly stated.
- v. No such key professional shall be proposed for any position if the CV of the personnel does not meet the requirements of the TOR.
- vi. The key professional shall remain available for the period as indicated in the RfQ cum RfP.
- vii. No alternative proposal for any key professional shall be made and only one CV for each position shall be furnished.
- viii. Each CV needs to have been recently signed by the key professional and/or countersigned by the authorized official of the Firm. At the time of submission of bid proposal, the scanned copies of the signature of key professional will be allowed but at the time of signing of contract, the original signature will be required. However, in both the cases, original countersignature of Authorised signatory shall be required in original.
- ix. A CV shall be summarily rejected if the educational qualification of the key professional proposed does not match with the requirement of the RfQ cum RfP document.
- x. Client certifications for the projects listed under the experience section. The certifications must confirm the project attributes (size, fee, duration etc.) and the scope of work on the projects.

- xi. The client reserves the right to ask for proof of age and qualification at any stage of the project.
- xii. The Applicant should form a Joint Venture/ Consortium with his Associate in case he wants to submit the proposal using the experience/ strength of his Associate.
- xiii. If the Applicant being a Consortium is qualified on the strength of the experience of a member which is a foreign company/ entity, requisite key professional proportionate to share in Joint Venture/ consortium from that foreign company/ entity shall be fielded.
- xiv. In case an Applicant is proposing key professional from educational/ research institutions, a 'No Objection Certificate/ Consent Letter' from the concerned institution shall be enclosed with his CV clearly mentioning his/ her availability for the assignment. In the absence of such certificate, his/ her CV will not be evaluated.
- xv. The personnel proposed should possess good working knowledge of English Language.
- xvi. No key professional involved should have attained the age of 65 (sixty five) years at the time of submitting the proposal.
- xvii. The pre-qualification and technical proposal must not include any financial information.

2.7.4 Failure to comply with the requirements spelt out above shall lead to the deduction of marks during the evaluation. Further, in such a case, the Client will be entitled to reject the Proposal.

2.7.5 Proposals shall be typed or written in indelible ink and signed by the Authorised Representative of the Applicant who shall initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the authorised representative (the "Authorised Representative") as detailed below:

- i. by the proprietor in case of a proprietary firm;
- ii. by a partner, in case of a partnership firm and/or a limited liability partnership; or
- iii. by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation; or
- iv. by the Authorised Representative of the Lead Firm, in case of consortium; and,
- v. Power of Attorney, for the Authorised Representative and or the Lead Firm of the Consortium, if applicable, is executed as per Applicable Laws.

2.7.6 Applicants should note the PDD, as specified in Data Sheet, for submission of Proposals. Except as specifically provided in this RfQ cum RfP, no supplementary material will be entertained by the Client, and that evaluation will be carried out only on the basis of Documents received by the closing time of PDD as specified in Data Sheet. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Client reserves the right to seek clarifications in case the proposal is non-responsive on any aspects.

2.7.7 The Proposal shall be accompanied by a certified copy of legally binding Joint Bidding Agreement in case of JV/ consortium, in the format provided in this RfQ cum RfP, signed by all firms/entities confirming the following therein:

- i. Date and place of signing

- ii. Purpose of JV/ consortium (must include the details of the Services hereunder for which the JV/ consortium is bidding)
- iii. A clear and definite description of the proposed administrative arrangements (organisation chart) for the management and execution of the assignment
- iv. Delineation of duties/ responsibilities and scope of work to be undertaken by each member along with resources committed by each member of the JV/ consortium for the proposed services
- v. An undertaking that the members of the JV/ consortium are jointly and severally liable to the Client for the performance of the services and
- vi. The authorized representative of the JV/ consortium (as approved by a Board resolution of Member-in-Charge).

The furnishing of this Joint Bidding Agreement to the Client shall not in any manner prejudice the provisions in the contract relating to joint and severe liability of the Members.

2.7.8 Similarly, Power of Attorney for both authorised representative and lead member of the JV/ consortium shall also be furnished as per the formats available in the RfQ cum RfP.

2.7.9 A firm can bid for a project either as a sole consultant or in the form of JV/ consortium with other consultant. Experience of sub-consultant will not be considered while evaluating the bid.

2.7.10 The pre-qualification proposal should provide details of eligible projects as per the standard forms so as to meet the Minimum Qualification Criteria prescribed in this RfQ cum RfP.

2.7.11 The Technical Proposal should provide the following information using the attached Standard Forms.

- i. For recent assignments of similar nature, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.
- ii. The comments and suggestions provided by the Applicant on the RfQ cum RfP/ contract/ TOR are not binding and shall not affect the financial proposal.
- iii. Detailed approach and methodology for undertaking the current assignment.
- iv. Against the list of proposed staff, details of tasks assigned to each staff as per his/ her experience shall influence the evaluation.
- v. Each page of the CV must be signed in original by the Authorised representative together with original or electronic signature of the key professional at the proposal stage. However, at the time of contract signing, original signatures of both authorised representative and the key professionals shall be required.
- vi. The consultant shall make the assessment of support personnel both technical and administrative to undertake the Assignment. Additional support and administrative staff shall be provided as needed for the timely completion of the Assignment within the total estimated cost. Consultant should provide time estimates of key professional as well as support staff in the staffing schedule. It is stressed that the time period for the Assignment indicated in the TOR should be strictly adhered to.
- vii. Ongoing projects can be submitted with detail of progress supported by suitable documents. Projects/ assignments completed up to eighty (80) percent or more shall only be considered for evaluation but marks awarded for such projects shall only be up

to eighty (80) percent of maximum marks. The Applicant shall provide the proof that the project is completed up to eighty (80) percent through copy of invoice or payment received till date or through certificate from the respective client.

- viii. It is desirable that eighty (80) percent of the key professional including team leader proposed be permanent employee of the Applicant/ member of a Consortium and have an extended and stable working relation with it. If any of the key professionals proposed is not a permanent employee of the Applicant/ member of a Consortium, a certificate from the key professional proposed and the firm he actually belongs to must be furnished clearly mentioning his availability for the duration of the Assignment. In the absence of such certificate, his/ her CV will not be considered for evaluation.

2.7.12 Financial proposal: While preparing the Financial Proposal, Consultants are expected to take into account the various requirements and conditions stipulated in this RfQ cum RfP document. The Financial Proposal should be a lump sum Proposal inclusive of all the costs including but not limited to all taxes associated with the Assignment. While submitting the Financial Proposal, the Consultant shall ensure the following:

- i. All the costs associated with the Assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the personnel (Expatriate and Resident, in the field, office, etc.), accommodation, air fare, transportation, equipment, printing of documents, secondary and primary data collection, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- ii. The Financial Proposal shall take into account all the expenses and tax liabilities and cost of insurance specified in the draft contract, levies and other impositions applicable under the prevailing law on the Consultants, sub-consultants and their staff. For the avoidance of doubt, it is clarified that all taxes, excluding GST, shall be deemed to be included in the cost shown under different items of Financial Proposal. The Consultant shall be paid only GST over and above the cost of Financial Proposal. Further, all payments shall be subjected to deduction of taxes at source as per Applicable Laws.

2.7.13 The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RfQ cum RfP.

2.7.14 The Financial Proposal shall be divided into professional fee and out of pocket expenses as per forms prescribed in this RfQ – cum – RfP document. The breakup of remuneration and out of pocket expenses should match the total cost of the Financial Proposal.

2.7.15 Consultants shall express the price of their services (including break down of their costs) in Indian Rupees.

2.7.16 The Consultants may be subjected to local taxes (such as GST, social charges or income taxes on non-resident foreign personnel, duties, fees, levies etc.) on amounts payable by the Client under the Contract. Consultants must do their due diligence about the tax implications and the Client will not be liable for any incident.

2.7.17 The Proposals must remain valid for a period as specified in the Data Sheet. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, it may ask the consultants to extend the validity of their proposals for a

stated period. Consultants, who do not agree, have the right not to extend the validity of their proposals.

2.8 Submission, receipt and opening of proposals

2.8.1 The Proposal shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialled by the person or personnel who sign the Proposal.

2.8.2 The Authorised Representative of the Applicant should initial all pages of the pre-qualification, technical and financial proposal. The Authorised Representative's authorisation should be confirmed by a written power of attorney by the competent authority accompanying the Proposal.

2.8.3 The Applicant shall submit two (2) copies of Pre-qualification Proposal (one original and one copy), two (2) copies of Technical Proposal (one original and one copy) plus one soft copy in a PDF format. One soft copy in PDF format of both Pre-qualification and Technical Proposals shall also be submitted by the Applicant. **The Pre-qualification and Technical Proposals must necessarily be 'Hard Bound' separately and all pages serially numbered. 'Hard Bound' implies such binding between two covers through stitching whereby it may not be possible to replace any paper without disturbing the document. In case of any discrepancy between the original and the copy (including soft copy) of the pre-qualification and technical proposal, the contents as per original will only be considered.**

2.8.4 The Pre-qualification Proposal and RfQ cum RfP Tender fee and Bid security shall be placed in a sealed envelope clearly marked "RfQ – [name of assignment]", Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL – [name of assignment]," The envelopes containing Technical shall be sealed in cover marked "RFP – [name of assignment]". All envelopes shall be placed into an outer sealed envelope bearing the name of assignment, submission address and marked "DO NOT OPEN EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE."

2.8.5 Proposal submissions:

Envelope	Content	Forms
Outer Envelop	Request for Qualification (RfQ) and Request for Proposal (RfP)	NA
RfQ envelope	Processing fee and Bid Security (separate sealed envelope) and Pre-qualification proposal (separate sealed envelope) with CD containing soft copy of Pre-qualification proposal	Form 3A Form 3B Form 3C Form 3D Form 3E Form 3F Form 3G
RfP Envelope	Technical Proposal (separate envelope), with CD containing soft copy of Technical Proposal	Form 3H Form 3I Form 3J Form 3K Form 3L Form 3M Form 3N Form 3O

Envelope	Content	Forms
	Financial Proposal (Only Online Submission)	Form 4A Form 4B Form 4C Form 4D Form 4E

Apart from the above hard copy of proposal submission, the consultant shall also upload the Pre-Qualification and Technical Proposal on the Client's website i.e. www.nprocure.com The Financial Proposal needs to be submitted online only on the Employer's website. No Hard copy of Financial Proposal shall be submitted by the consultant.

2.8.6 Submission address:

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

2.8.7 No proposal shall be accepted after the closing time for submission of Proposals.

2.8.8 After the deadline for submission of proposals the Pre-qualification Proposal will be opened by the evaluation committee to assess the bids on Minimum Qualification Criteria. The RfP envelope shall remain sealed.

2.8.9 After the Proposal submission until the contract is awarded, if any Consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the Proposal submission address. Any effort by the firm to influence the Client during the Proposal evaluation, Proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.

2.9 Proposal evaluation

2.9.1 As part of the evaluation, the Pre-Qualification Proposal submission shall be checked to evaluate whether the Applicant meets the prescribed Minimum Qualification Criteria. Subsequently the Technical Proposal submission, for Applicants who meet the Minimum Qualification Criteria (the "Shortlisted Applicants"), shall be checked for responsiveness in accordance with the requirements of the RfQ cum RfP and only those Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RfQ cum RfP document.

2.9.2 Prior to evaluation of Proposals, the Client will determine whether each Proposal is responsive to the requirements of the RfQ cum RfP at each evaluation stage as indicated below. The Client may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal will be considered responsive only if:

RfQ Stage

- i. The Pre-Qualification Proposal is received in the form specified in this RfQ cum RfP;
- ii. it is received by the Proposal Due Date including any extension thereof in terms hereof;

- iii. it is accompanied by the Processing Fee and Bid Security as specified in this RfQ cum RfP;
- iv. it is accompanied by Joint Bidding Agreement, the Power of Attorney, for the Authorised Representative and the Lead Firm of the Consortium, if applicable;
- v. it is signed, sealed, bound together in hard cover and marked as stipulated in this RfQ cum RFP;
- vi. it does not contain any condition or qualification; and,
- vii. it is not non-responsive in terms hereof.

RfP Stage

Technical Proposal

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

Financial Proposal:

- i. The Financial Proposal is received in the form specified in this RfQ cum RfP;
- ii. it is it is submitted online on Employer's website;
- iii. it does not contain any condition or qualification; and
- iv. It is not non-responsive in terms hereof.

The Client reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by the Client in respect of such Proposals. However, client reserves the right to seek clarifications or additional information from the applicant during the evaluation process. The Client will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out below.

2.9.3 As part of the evaluation, the Pre-Qualification Proposals submitted should fulfil the Minimum Qualification Criteria. In case an Applicant does not fulfil the Minimum Qualification Criteria, the Technical Proposal of such an Applicant will not be opened and evaluated further. In such cases, the RfP envelope containing the Technical Proposal and Financial Proposal will be returned unopened after issue of Letter of Award to the selected bidder.

2.9.4 Minimum Qualification Criteria

Sr.	Minimum Qualification Criteria	Minimum number of projects
A	The Firm should have completed projects of a minimum length of 25kms for carrying out a feasibility study in connection with new railway line. (During the last 10 years)	2

Sr.	Minimum Qualification Criteria	Minimum number of projects
B	The Firm should have completed projects of a minimum length of 25 km for Detailed Projects Report in connection with new railway line. (During the last 10 years)	2
C	Average annual revenue from consultancy services for last 3 financial years i.e., 2016-17, 2015-16, 2015-14	INR 25 Crore

Note: In case of if the firm has not carried out feasibility studies, DPR projects may be considered for item 'A' above

For Eligible Projects, projects completed up to minimum 80 percent shall be considered.

2.9.5 Technical Evaluation Criteria: The evaluation committee ("Evaluation Committee") appointed by the Client will carry out the technical evaluation of Proposals on the basis of the following evaluation criteria and points system. Each evaluated Proposal will be given a technical score (St) as detailed below. The maximum points/ marks to be given under each of the evaluation criteria are:

Sr.	Evaluation Criteria	Points
A	Specific experience of the consultants related to the Assignment. The firm should have at least 80% completed similar project of detailed Project Report for new rail line. The emphasis will be on relevance of the projects to the assignment, size and nature of the projects i.e. of comparable size, complexity and technical speciality. i) projects of a minimum length of 25kms for carrying out a feasibility study in connection with new railway line. (Maximum 3 projects. 5 marks per projects)	30
	ii) projects of a minimum length of 25 km for Detailed Projects Report in connection with new railway line. (Maximum 3 projects. 5 marks per projects)	
C	Adequacy of the proposed project and technical approach, work plan and methodology in response to the TOR. A presentation (if desired by evaluation committee) will be required to describe: <ul style="list-style-type: none"> • Project appreciation and understanding of assignment • Project approach and methodology • Duties and responsibilities of the team leader and other key personnel • Work plan and manning schedule • 	20
D	Qualification and competence of the key staff for the Assignment. As detailed in clause 2.18.2	50
	Total Points	100

The minimum technical score required to qualify technical evaluation is 70 Points out of 100. A proposal will be considered unsuitable and will be rejected at this stage if it does not respond to important aspects of RfQ cum RfP Document and the Terms of Reference or if it fails to achieve the minimum technical score. The Client will notify Applicants who fail to score the minimum technical score about the same and return their Financial Proposals unopened after completing the selection process.

- 2.9.6 The Client will notify the Applicants who secure the minimum qualifying technical score, indicating the date and time set for opening the Financial Proposals. The notification may be sent by registered letter, facsimile, or electronic mail.
- 2.9.7 The Financial Proposals will be opened publicly in the presence of Applicants' representatives who choose to attend. The name of the Applicants, their technical scores and the proposed prices will be read aloud and recorded when the Financial Proposals are opened.
- 2.9.8 Evaluation Committee will determine whether the Financial Proposals are complete in all respects, unqualified and unconditional, and submitted in accordance with the terms hereof.

The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only. The man-months considered for calculation of costs for the personnel in the Financial Proposal should match the man-months for the corresponding personnel given in the Technical Proposal. In case, the man-months considered for calculation of costs for the personnel in the Financial Proposal are more than the corresponding man-months given in the Technical Proposal, the man-months considered in the Financial Proposal shall be reduced to match the man-months given in the Technical Proposal with a corresponding reduction in the cost indicated in the Financial Proposal. In case the man-months considered for calculation of costs for the personnel in the Financial Proposal are less than the corresponding man-months given in the Technical Proposal, the Consultant has to deploy the personnel for the man-months given in the Technical Proposal, without any claim or increase of the Financial Proposal. Omissions, if any, in costing of any item shall not entitle the Applicant to be compensated and the liability to fulfil its obligations as per the Terms of Reference within the total quoted price shall be that of the Applicant. The evaluation shall exclude those taxes, duties, fees, levies and other charges imposed under the Applicable Law as applicable on foreign and domestic inputs. The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be determined using the following formula:

$$Sf = 100 \times Fm/F;$$

In which Sf is the financial score, Fm is the lowest Financial Proposal, and F is the Financial Proposal (in INR) under consideration.

Proposals will be finally be ranked in accordance with their combined technical (St) and financial (Sf) scores:

$$S = St \times Tw + Sf \times Fw;$$

Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that will be 0.80:0.20.

The Applicant achieving the highest combined technical and financial score will be considered to be the successful Applicant and will be invited for contract signing (the "Successful Applicant").

2.10 Negotiations

- 2.10.1 The Selected Applicant may, if necessary be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Consultant under this RfQ cum RfP. Issues such as deployment of Key Professional, understanding of the Scope of Work, methodology and quality of the work plan shall be discussed during negotiations. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.
- 2.10.2 The Client will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Client.
- 2.10.3 The Client will not normally consider substitutions except in cases of incapacity of key professional for reasons of health. Similarly, after award of contract the Client expects all the proposed key professional to be available during implementation of the contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of 15 (fifteen) percent of key professional (considering equal weighting for each key professional) and that too by only equally or better qualified and experienced personnel. During the course of providing services, substitution of key professional in excess of 15 (fifteen) percent of Key Professional would call for reduction of remuneration. The remuneration of the key professional replaced first time will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key professional.
- 2.10.4 For key professional replaced for the second time, the remuneration payable will not exceed 80 (eighty) percent of the remuneration which would have been payable for the first replaced personnel replaced for the remaining period.

2.11 Award of contract

- 2.11.1 After selection, a Letter of Award (the "LOA") will be issued, in duplicate, by the Client to the Successful Applicant and the Successful Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Applicant is not received by the stipulated date, the Client may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Client on account of failure of the Successful Applicant to acknowledge the LOA, and the next highest ranking Applicant may be considered.
- 2.11.2 Performance Security: Performance Security equivalent to 5 (five) percent of the total cost of Financial Proposal shall be furnished from a nationalised/ Scheduled Bank, within the 15 (fifteen) days from the date of issue of LOA, in form of a Bank Guarantee substantially in the form specified in this RfQ cum RfP. For the successful bidder the Performance Security will be retained by the Client until the completion of the assignment by the Consultant and be released six (6) months after the completion of the assignment. The aforesaid performance security shall be kept valid until the completion certificate is issued by the Client.
- 2.11.3 Execution of contract: After acknowledgement of the LOA and furnishing of Performance Security as aforesaid by the Successful Applicant, it shall execute the Agreement within 30 (thirty) days from the date of issue of LOA. The Successful Applicant shall not be entitled to seek any deviation in the Agreement.

2.11.4 Commencement of Assignment: The Successful Applicant/ Consultant shall commence the Assignment on the date of Commencement of services as prescribed in the General Conditions of Contract. If the Successful Applicant fails to commence the assignment and sign the Contract as specified herein, the Client may invite the second ranked Applicant for issue of LOA. In such an event, the Bid Security/ Performance Security, as the case may be, of the first ranked Applicant shall be liable to be forfeited by the Client.

2.12 Confidentiality

Information relating to evaluation of proposals and recommendations concerning awards of contract shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

2.13 Fraud and corrupt practices

2.13.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RfQ cum RfP, the Client will reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Client will, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security, as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, time, cost and effort of the Client, in regard to the RfQ cum RfP, including consideration and evaluation of such Applicant's Proposal.

2.13.2 Without prejudice to the rights of the Client under this Clause, hereinabove and the rights and remedies which the Client may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Client to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender issued by the Client during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Client to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

2.13.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- i. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Client, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner

whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Client in relation to any matter concerning the Project;

- ii. "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- iii. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- iv. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- v. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

2.14 Pre-bid meeting

2.14.1 Pre-Bid Meeting of the Applicants will be convened at the designated date, time and place. A maximum of two representatives of each Applicant will be allowed to participate on production of a Client letter from the Applicant.

2.14.2 During the course of Pre-Bid Meeting, the Applicants will be free to seek clarifications and make suggestions for consideration of the Client. The Client will endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process.

2.15 Miscellaneous

2.15.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Gandhinagar shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

2.15.2 The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- i. suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
- ii. consult with any Applicant in order to receive clarification or further information;
- iii. retain any information and/or evidence submitted to the Client by, on behalf of and/or in relation to any Applicant; and/or
- iv. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

2.15.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Client, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection

herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

2.15.4 All documents and other information provided by the Client or submitted by an Applicant to the Client shall remain or become the property of the Client. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Client will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to Client in relation to the consultancy shall be the property of the Client.

2.15.5 The Client reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

2.16 Tentative schedule for selection process

The Client will endeavour to follow the following schedule:

Date of issue of RfQ cum RfP	10-04-2018
Last date for receiving queries/requests for clarifications	18-04-2018
Pre-bid meeting	20-04-2018
Employer's response to queries/requests for clarifications	25-04-2018
Proposal Due Date	10-05-2018

2.17 Data sheet

Reference	Description
2.1.1	<p>The name of Client is: "Dholera Industrial City Development Limited". The method of selection is Combined Quality cum Cost - Based Selection (CQCCBS). The weights given to technical and financial proposals are:</p> <ul style="list-style-type: none"> • Technical = 0.8 • Financial = 0.2
2.1.2	<p>The main objectives of the assignment are to prepare Detailed Project Report for Bhimnath to Dholera (DSIR) New Rail Line . The detailed descriptions of services are mentioned in the Terms of Reference.</p>
2.2	<p>Consultants may seek clarification on this RfQ cum RfP document, within the period specified at 2.16 from the date of issue of this RfQ cum RfP document. Any request for clarification must be sent by standard electronic means (PDF and word file)/ fax to the Client's office addressed to:</p> <p>Managing Director, Dholera Industrial City Development Limited 6th Floor, Block No. 1 and 2, Udyog Bhavan, Sector-11, 'GH-4' Circle, Gandhinagar – 382017 Gujarat, India Email: dbrahmbhatt@dicdl.in</p>
2.2.3	<p>Date & Time of pre bid meeting as per clause 2.16 at 11.00 am, at the Official Address.</p>
2.1.13	<ul style="list-style-type: none"> • The proposal of the consultant shall be valid for 180 (one hundred and eighty) days from the Proposal Due Date. • Expected date for commencement of assignment is • Duration of project: 22 (Twenty-two) months. 10 (Ten) months for detailed Design, EIA&SIA, and tender assistance and 12 (Twelve) months handholding period. • The handholding period may be extended by a further period of 12 (Twelve) months for which the client shall inform the Consultant separately. The additional payment for this extended hand holding period will be the same as defined in 6.7.1 of the SCC • The extent of sub-contracting would be restricted to 30 (thirty) percent of the contract price. The client will be provided by the consultant with particulars (name, financial and technical back ground, excluding prices) of sub-consultants.
2.7.17	<p>The last date of submission of RfQ cum RfP is before 3:00 pm (IST). The address for submission of Proposal is,</p> <p>Managing Director, Dholera Industrial City Development Limited 6th Floor, Block No. 1 and 2, Udyog Bhavan, Sector-11, 'GH-4' Circle, Gandhinagar – 382017</p>

Reference	Description
	<p>Gujarat, India</p> <p>The consultant to state cost in Indian Rupees only.</p> <p>Consultants must submit:</p> <ul style="list-style-type: none"> • Pre-qualification proposal: Two copies (one original + one copy) and one soft copy (PDF Format) and upload the same on Client's website • Technical proposal: Two copies (one original + one copy) and one soft copy (PDF Format) and upload the same on Client's website • Financial proposal: Online only.

2.18 Required experience and expertise of Key Professional / staff

2.18.1 List of minimum key professional / staff

S. No.	Expert / Key personnel	Minimum No. of Personnel	Min. Qualification	Experience in similar Work (Years)
1.	Team Leader	1	Graduate in Civil Engineering	25 years experience towards planning, design, construction management in Railway Infrastructure projects and should have worked as a Team Leader for a minimum of two detailed design projects for a new railway line.
2.	Alignment Design Expert	1	Graduate in Civil Engg.	15 years professional experience in the field of alignment design and having done at least two Railway projects using Bentley Rail Track or Similar Software.
3.	Bridge Engineer	1	Graduate in Civil Engg.	15 years professional experience in the field of Bridge design and having executed at least two major railways bridge design and other structure like culverts, etc/ construction supervision work. Should be well versed with Railway standards
4.	Yard Expert	1	Graduate in Civil Engg.	15 years professional experience for

S. No.	Expert / Key personnel	Minimum No. of Personnel	Min. Qualification	Experience in similar Work (Years)
				maintenance and construction of track. Should have designed / remodelling of at least one major Railway yard.
5.	Signalling & Telecommunication Expert	1	Graduate in Electronics/Electrical/Telecommunications	15 years professional experience. Should have designed the Signalling System (MACL with RRI) for at least two railway projects.

- Consultants, who are executing ongoing mandates from DICDL, must propose a separate team of key professionals while bidding for this project.
- The key professional proposed above should be available for presentations/discussions/meetings with the DICDL, State Government, and PMNC in Gandhinagar or New Delhi as required before delivery of every milestone.
-
- A summary of experience (in one page) is to be provided by the consultant for each of the key professional.
- The client reserves the right to ask for the details regarding the proof of age, qualification and association of the key staff with the firm.
- The above list is minimum and other staff viz. Transport planner, Environment Expert, Social Expert, Financial Expert and any other staff who are required to carry out the services shall be taken into account by the Consultant.

2.18.2 Qualification and competence of key professional

The total number of marks allocated for qualification and competence of the proposed Key Staff is 50 marks, distributed among 5 key professional staff, as detailed further:

S. No.	Key staff	Marks
1.	Team Leader	20
2.	Alignment Design Expert	7.5
3.	Bridge Engineer	7.5
4.	Yard Expert	7.5
5.	Signalling & Telecommunication Expert	7.5
	Total marks	50

2.18.3 Evaluation criteria for Key professional

A.	GENERAL QUALIFICATIONS	20%
A1.	Technical qualifications	10%
A2.	Professional experience	5%
A3.	Training and publications	5%
B.	ADEQUACY FOR THE ASSIGNMENT	65%
B1.	Experience in similar capacity/ broad sector	25%
B2.	Experience relevant to TOR/ Assignment	30%
B3.	Overseas/ International experience	10%
C.	FAMILIARITY WITH THE REGION	5%
C1.	Experience in infrastructure project in India	3%
C2.	Knowledge of local language and culture	2%
D.	ASSOCIATION WITH THE FIRM	10%
D1.	Full Time permanent staff	6%
D2.	Years of association	4%

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

Section 3. Technical Proposal – Standard Forms

Form 3A:	Pre-qualification Proposal Submission Form
Form 3B:	Format for pre-qualification proposal (eligible projects)
Form 3C:	Format for pre-qualification proposal (Average Annual Turnover from Consulting Business of the Applicant)
Form 3D:	Format for Joint Bidding Agreement (in case of JV/ consortium)
Form 3E:	Format for Power of Attorney for Authorized Representative
Form 3F:	Format for Power of Attorney for Lead Member of JV/ consortium
Form 3G:	Format for Bank Guarantee for Bid Security
Form 3H:	Technical Proposal Submission Form
Form 3I:	Applicant's Experience
Form 3J:	Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client
Form 3K:	Description of Approach, Methodology and Work Plan for Performing the Assignment
Form 3L:	Team composition and Task Assignments
Form 3M:	Curriculum Vitae (CV) for Proposed Professional Staff (with one page of summary of experience)
Form 3N:	Staffing Schedule
Form 3O:	Work Schedule

Form 3A: Pre-Qualification Proposal Submission Form

[Location, Date]

To

Managing Director

Dholera Industrial City Development Limited

6th 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 Pre-qualification 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.
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 Authority;

- 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 eighty (180) 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. The Technical Proposal is being submitted in a separate cover and the Financial Proposal is being submitted online on the Client's website. This Pre-qualification Proposal read with the Technical and Financial Proposal shall constitute the application which shall be binding on us.
19. 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)

Form 3B: Format for Pre-qualification Proposal (eligible projects)

Project Specific Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within a JV/ consortium for carrying out consulting services similar to the ones requested under this assignment.]

- USE PROJECTS WITH COPY OF PROOF OF EXPERIENCE AS REQUIRED FOR MEETING THE MINIMUM QUALIFICATION CRITERIA PRESCRIBED.
- PROJECTS WITHOUT THE PROOF OF EXPERIENCE FROM RESPECTIVE CLIENT WILL NOT BE CONSIDERED.
- EXHIBIT PROJECTS IN THE LAST TEN YEARS.

Assignment Name and project cost:	Approx. value of the contract (in INR in Crore):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No. of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in INR in Crore):
Start Date (Month/Year): Completion Date (Month/Year):	No. of professional staff – months provided by associated Consultants:
Name of Lead Partner:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Name of Associated Consultants, If any:	
Narrative Description of Project: (highlight project cost in the narration)	
Description of actual services provided by your staff within the assignment:	

Firm's Name:

Authorized Signature:

Note:

For conversion of foreign currencies into Indian Rupees, the exchange rate should be considered based on TT buying rates as on bid due date for the purpose of conversion.

Please limit the description of the project in two A4 size single-sided sheets of paper (one A4 size sheet of paper if printed on both sides). Descriptions exceeding two A4 size sheet of paper shall not be considered for evaluation.

Form 3C: Format for Pre-qualification Proposal (Average Annual turnover from consulting business of the applicant)

S. No.	Financial years	Average Annual turnover from consulting business of the applicant(INR)
1.		
2.		
3.		
	Average for three years	[indicate sum of above divided by 3]

Certificate from the Statutory Auditor

This is to certify that [name of company] [registered address] has received the payments shown above against the respective years.

Name of Authorized Signatory

Designation

Name of firm

Signature of Authorized Signatory

Seal of Audit firm

Note:

- i. In case of a consortium, above form has to be submitted for each consortium member and Minimum Eligibility Criteria for revenue should be satisfied by the Member-in-charge.
- ii. In case the Consultant does not have a statutory auditor, it may provide the certificate from its Chartered Accountant.

Form 3D: 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, 1956/ 2013, having its registered office at 6th Floor, Block No. 1 and 2, Udyog Bhavan, Sector-11, 'GH-4' Circle, Gandhinagar – 382017 Gujarat, India (hereinafter referred to as the "Authority" 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 Authority 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 Authority 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 Authority 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 Authority shall have the right to release payments solely to the Member in Charge and the Authority 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 Authority that it has not been selected and upon return of the Bid Security by the Authority.
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 Authority.

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.

Form 3E: 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 "Authority") 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 Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority 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 Authority.

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 Apostille certificate.

Form 3F: 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 “Authority”) has invited proposals from empanelled 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 Authority, 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 Authority.

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 Appostille certificate.

Form 3G: 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/ 2013, having its registered office at 6th Floor, Block No. 1 and 2, Udyog Bhavan, Sector-11, 'GH-4' Circle, Gandhinagar – 382017 Gujarat, India (hereinafter referred to as the "Authority" 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 Authority 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 Authority 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 Authority 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 Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority 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 Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority 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 Authority 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 Authority shall be entitled to treat the Bank as the principal debtor. The Authority 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 Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority 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 Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority 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 Authority 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 Authority 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 Authority 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 Authority 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.

Form 3H: Technical Proposal Submission Form

[Location, Date]

To

Managing Director

Dholera Industrial City Development Limited

6th 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 Technical 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].

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate in accordance with the RfQ cum RfP. Our Proposal is binding upon us, subject only to the modifications resulting from technical discussions in accordance with the RfQ cum RfP.

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.
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 Authority;
 - 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. 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.

15. 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.
16. The Financial Proposal is being submitted online on Client's website. This Technical Proposal read with the Financial Proposal shall be binding on us.
17. 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)

Form 3I: Applicant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within a JV/ consortium for carrying out consulting services similar to the ones requested under this assignment.]

- USE FOUR (4) BEST PROJECTS WITH COPY OF PROOF OF EXPERIENCE.
- USE PROJECTS WITH COPY OF PROOF OF EXPERIENCE.
- PROJECTS WITHOUT THE PROOF OF EXPERIENCE FROM RESPECTIVE CLIENT WILL NOT BE CONSIDERED.
- EXHIBIT PROJECTS IN THE LAST TEN YEARS.

Assignment Name and project cost:	Approx. value of the contract (in INR in Crore):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No. of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in INR in Crore):
Start Date (Month/Year): Completion Date (Month/Year):	No. of professional staff – months provided by associated Consultants:
Name of Lead Partner:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Name of Associated Consultants, If any:	
Narrative Description of Project: (highlight project cost in the narration)	
Description of actual services provided by your staff within the assignment:	

Firm's Name:

Authorized Signature:

Note:

- For conversion of foreign currencies into Indian Rupees, the exchange rate should be considered based on TT buying rates as on bid due date for the purpose of conversion.
- Please limit the description of the project in two A4 size single-sided sheets of paper (one A4 size sheet of paper if printed on both sides). Descriptions exceeding two A4 size sheet of paper shall not be considered for evaluation.

Form 3J: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client

A: On the Terms of Reference

- 1.
- 2.
- 3.
- 4.
- 5.

B: On the data, services and facilities to be provided by the client

- 1.
- 2.
- 3.
- 4.
- 5.

C: On Technical Proposal

- 1.
- 2.
- 3.

D: General Comments

- 1.
- 2.

Form 3K: Description of Approach, Methodology and Work Plan for Performing the Assignment

Project Management and Technical approach with methodology and work plan are key components of the Technical Proposal. The consultant is suggested to present its Technical Proposal divided into the following chapters:

- a) Project Management Approach
 - b) Technical Approach and Methodology,
 - c) Work Plan, and
 - d) Organisation and Staffing.
- **Project Management Approach:** In this section the consultant shall explain its overall philosophy with project management, the systems, tools and processes used to manage the cost and schedule. Specifically, the consultant must describe how it will organize and deliver the project management tasks/deliverables required in Terms of Reference. Please limit the discussion to four (04) single sided pages (two double sided pages). Discussions greater than this limit shall not be considered for evaluation.
 - **Technical Approach and Methodology.** In this chapter the consultant should explain the understanding of the objectives of the assignment including project appreciation, approach to the services, methodology for carrying out the activities to obtain the expected output and the degree of detail of such output. The consultant should highlight the problems to be addressed along with their importance and explain the technical approach the consultant would adopt to address them. The consultant should also explain the proposed methodologies to adopt and highlight the compatibility of those methodologies with the proposed approach. Please limit the discussion to 20 single sided pages (10 double sided pages). Discussions greater than this limit shall not be considered for evaluation.
 - **Work Plan.** In this chapter the consultant should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client) and delivery dates of the reports. The proposed work plan should be consistent with the project management and technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule in the Proposal.
 - **Organisation and Staffing.** In this chapter the consultant should propose the structure and composition of the proposed team. The consultant should list the main disciplines of the assignment, the key professional responsible, and proposed technical and support staff.

Form 3L: Team Composition and Task Assignments

1. Professional Staff*				
Name of staff	Firm	Area of expertise	Position assigned	Tasks assigned

2. Support Staff				
Name of staff	Firm	Area of expertise	Position assigned	Tasks assigned

*Consultants, who are executing ongoing mandates from DICDL, must propose a separate team of key professional while bidding for this project. The key professional proposed above should be available for presentations/ discussions/ meetings with the DICDL, State Government etc.

Form 3M: Curriculum Vitae (CV) for Proposed Professional Staff (with one page of summary of experience)

1.	Proposed position	
2.	Name of firm	
3.	Name of staff	[First] [Middle] [Surname]
4.	Date of birth	[March 20, 1979]
5.	Nationality	
6.	Education	[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and year of obtainment starting from the latest degree]
7.	Membership of Professional Organizations	
8.	Training & Publications	[Indicate significant training since education degrees (under 5) were obtained]
9.	Countries of Work Experience	[List countries where staff has worked in the last ten years]

10.	Languages	Language	Proficiency (good/ fair/ poor)		
			Speaking	Reading	Writing
		English			

11.	Employment record [Starting with present position, list in reverse order every employment held by staff member since graduation]	Name of Organization	Position held	Duration
				YYYY to present
12.	Details of tasks assigned			
13.	Work Undertaken that Best Illustrates Capability to Assigned Handle the Tasks Assigned	<p>[Among the assignments in which the Staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks assigned]</p> <p>Name of assignment or project:</p> <p>Year:</p> <p>Location:</p> <p>Client:</p> <p>Project Cost:</p> <p>Main project features:</p> <p>Positions held:</p> <p>Activities performed:</p>		
14.		<p>Name of assignment or project:</p> <p>Year:</p> <p>Location:</p> <p>Client:</p> <p>Project Cost:</p> <p>Main project features:</p> <p>Positions held:</p> <p>Activities performed:</p>		

15.	Certification	I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.
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Signature	Signature
Date: [dd/mm/yyyy]	Date: [dd/mm/yyyy]
Name of staff member:	Name of Authorized Signatory:

Note:

Please restrict the number of pages per CV to four (04) pages (two sheets if printed both sides). The one-page summary shall be over and above the four (04) page CV. Pages in the CV greater than these limits shall not be considered for evaluation.

Form 3N: Staffing schedule

S. No.	Name of key professional	Staff input (in the form of a bar chart)							Total staff input
		M1	M2	M3	M4	M5	M6	n	(months)
	Name of support staff								
	Total								

Form 30: Work Schedule

A. Field investigations and study teams

S. No.	Activity	Months (in the form of a bar chart)							Total
		M1	M2	M3	M4	M5	M6	n	(months)
	Part A								
	Part B								
	Part C								
	Part D								
	Total								

B. Completion and submission of reports

S. No.	Reports	Program (date)
	Part A	
	Part B	
	Part C	
	Part D	

Section 4. Financial Proposal – Standard Forms

- Form 4A: Financial Proposal Submission Form
- Form 4B: Summary of Costs
- Form 4C: Breakdown of Costs
- Form 4D: Breakdown of Remuneration of Key Professional
- Form 4E: Breakdown of Out of Pocket Expenses

Form 4A: Financial Proposal Submission Form

[Location]

[Date]

To

CEO and Managing Director,

Dholera Industrial City Development Limited

6th Floor, Block No. 1 and 2, Udyog Bhavan,

Sector-11, 'GH-4' Circle, Gandhinagar – 382017

Gujarat, India

Dear Sir,

Subject: Consultancy Services for [name of assignment].

We, the undersigned, offer to provide the consulting services for [name of assignment] in accordance with your Request for Qualification cum Request for Proposal dated [date] and our Proposal. Our attached Financial Proposal is for the sum of [amount(s) in words and figures] (including all tax).

Our Financial Proposal shall be binding upon us subject to the modifications resulting from arithmetic corrections, if any, up to expiration of the validity period of the Proposal, i.e. [date].

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,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Form 4B: Summary of Costs

Item	Cost (INR)	
	Amount in words	Amount in figures
Costs of Financial Proposal * (including all other taxes)		
GST		
Total cost of Financial Proposal (including GST)		

GST would be payable at the applicable rates as may be in force from time to time.

* The cost of Financial Proposal should match with the break-up of the costs given as per the Form 4C, 4D and 4E.

Form 4C: Breakdown of Costs

Cost Component	Amount in words (INR)	Amount in figures (INR)
Remuneration		
Out of pocket expenses		
Cost of financial proposal		

Form 4D: Breakdown of Remuneration of key professional/ support staff

Name of key professional	Position	Staff month rate	Input (staff months)	Amount INR

Form 4E: Breakdown of Out of Pocket Expenses

S. No.	Description	Unit	Unit cost	Quantity	Amount (INR)
	Per diem allowances (including board and lodging)	Day			
	Air Travel	Trip			
	Local travel expenses	Day			

S. No.	Description	Unit	Unit cost	Quantity	Amount (INR)
	Other (if any)				
	Total				

Section 5. Terms of Reference

5.1 Introduction

5.1.1 In accordance with the upcoming Delhi-Mumbai Industrial Corridor (DMIC) passing through the Gujarat state, Dholera SIR is proposed as world class economic activity hub.

To support the industrial development of Dholera SIR and further cater the demand of logistics, there is a need of rail freight feeder connection from Dholera SIR with the proposed Dedicated Freight Corridor (DFC). So, shortest new rail route between Bhimnath and Dholera will be constructed to support the industrial activities in Dholera SIR.



Bhimnath station lies on existing Botad – Ahmedabad Meter Gauge (MG) line. BG conversion of this line is under implementation by Western Railways (WR). On the Broad Gauge (BG) system, Botad is located on Delhi – Rewari – Marwar Jn – Palanpur - Mehsana – Viramgam – Surendranagar – Botad – Bhavnagar – Pipavav Port line, which is feeder route to DFC. So Bhimnath – Dholera rail line will ultimately act as feeder line to DFC.

5.2 Aim and objectives of the assignment

5.2.1 The objective of this assignment is to prepare a Detailed Project Report (DPR) following the design of the Broad Gauge Railway alignment from Bhimnath – an existing station on the Indian Railway to Logistic hub within DSIR. The new proposed link will also have connectivity to Tagdi station - an existing station on Western Railways alignment next to Bhimnath towards Ahmedabad. The alignment in question will initially carry freight traffic but may carry passenger traffic in future. Distance between Bhimnath to DSIR logistic hub is approximately 30 kms. The

proposed Bhimnath – DSIR new line will act as rail freight feeder connection to proposed western DFC corridor through existing Botad station.

5.3 Broad scope of services

The consultant shall perform all works as necessary to fulfil the aim and objectives of the assignment. Needless to state that deliverables have been defined at very high level, but the same shall be delivered by the Consultant with sufficient details per requirements of all stake holders, practices of smart cities globally, etc.

5.3.1 In order to fulfil aforementioned broad objectives, the consultancy assignment shall be carried out in the following parallel or overlapping parts as the case may be:

Part A: Project Management

Part B: Technical Assessment

Part C: Detailed Cost Estimates, BOQ and Financial Analysis

Part D: Technical assistance in preparation of tender documents for selection of contractor(s)

Part E: Environmental and Social Impact Assessment

5.4 Detailed scope of services for Part A: Project Management

The Consultant shall perform all the Project Management activities necessary for proper planning, management and control of the Consultant's work. Below are some of the typical tasks that are required to be performed by the Consultant:

1. Participate in the project kick-off workshop with project stakeholders designated by Employer/ PMNC. The kick-off workshop shall accomplish the following objectives:
 - Common understanding of the project goals and objectives
 - Define respective roles and responsibilities and
 - Agree on the methods of communication and reporting throughout the project duration.
2. Participate in monthly project status review meetings and present the project progress update in the meeting. The frequency of project status review meetings may change based on actual requirements.
3. Coordination with Western Railways (WR) / Railway Board / any other agencies will be required in this consultancy assignment including the approvals of the deliverables. The coordination for this purpose will inter alia involve attending the meetings, giving presentations, preparing technical note, etc.
4. Lead and facilitate one (1) Constructability Review, the details of which would be provided by PMNC at a later date.
5. **Schedule:** The Consultant shall submit a schedule that covers the full scope of work within 30 calendar days of date of appointment. This will be reviewed within 15 calendar days by Employer /PMNC. The Consultant shall incorporate the comments and resubmit the schedule no later than 15 calendar days after receiving the comments from Employer/ PMNC. Upon approval the schedule will become the baseline schedule for all the future monitoring and tracking.

The Consultant should keep to the following guidelines

- i. Develop and incorporate a detailed Work Breakdown Structure (WBS) for all project schedules that are submitted.
 - ii. All schedules shall be created, maintained and submitted to Employer /PMNC in the latest version of Oracle Primavera P6 or MS Project in an electronic format.
 - iii. All schedules shall follow the Critical Path Method (CPM) of scheduling and shall have meaningful and realistic logical ties and relationships between activities.
 - iv. The use of negative lags is not permitted in the baseline and all other versions of the schedule.
 - v. Shall exercise reasonableness while assigning constraints in schedule and milestones
 - vi. Upon approval, the copy of the Baseline schedule will become the first Current Schedule.
 - vii. The Current schedule shall be actively updated and maintained by the Contractor every month.
 - viii. The updated Primavera P6 or MS project schedule file should be submitted every month along with Monthly progress report in electronic format. A pdf copy of the updated schedule with all activities also needs to be submitted
 - ix. A schedule narrative document shall accompany the updated electronic schedule describing the work performed in the reporting period.
6. Prepare and submit a monthly progress report (standard format and template will be provided by Employer /PMNC at a later date). Items 4 mentioned above shall be the minimum information that will needed to be included in the monthly progress report.
7. Timely submission of monthly progress report and the monthly updated electronic schedule file in the acceptable format is required.

5.5 Detailed scope of services for Part B: Technical Assessment

5.5.1 Review of past studies

- 5.5.1.1 The Consultant shall study and assess all previous studies and reports pertaining to the site and the surrounding region and ensure integration of proposals that have been accepted or are under implementation within the planning purview of this project.
- 5.5.1.2 The Consultant shall review the traffic assessment of freight and passengers as provided in DPR prepared by Western Railways for further analysis.
- 5.5.1.3 The Consultant shall collect relevant survey and topographic information from Western Railways carried out by them.

5.5.2 Review of rail alignment

- 5.5.2.1 The alignment finalized by Western Railways have not considered the Development Plan of Dholera SIR prepared by Dholera Special Investment Regional Development Authority (DSIRDA). The Consultant shall modify the alignment such that it matches the development envisaged for Dholera SIR.
- 5.5.2.2 The Consultant shall do comparative analysis of the modified alignment compared to the alignment provided by Western Railways.

5.5.3 Survey and Investigations

5.5.3.1 Consultant shall carry out detailed engineering survey for the alignment based on the DPR prepared by Western Railway and as suggested by Client as per Development Plan. It includes traversing along one or more routes, topographic survey and design of alignment with a view to achieve economy in construction etc., complete using of survey instruments like Total Stations, Auto levels etc.

5.5.3.2 Establishment of "Prime Traverse" through DGPS (As a Whole)

- a) It involves fixing of Control Pillars as per proposed alignment.
- b) Strategic point locations at start, end & intermediate locations in the area of interest shall be selected.
- c) Sufficiently long hour observation with GPS should be done for common period on these point locations.
- d) Recorded data of long hour observation shall be downloaded and processed through software application to establish prime traverse as a whole.
- e) Processed grid coordinates (Cartesian) shall be further processed to arrive at ground coordinates.
- f) Values for northing & easting of grid coordinates should be considered as fixed for any DGPS sub-traverse/intra-mediate loops, initiating or passing through these points and the data shall be processed in accordance with fixed values of the grid coordinates.
- g) Similarly, values for northing & easting of ground coordinates should be considered as fixed for any Total station sub-traverse, initiating or passing through these points and the data shall be processed in accordance with fixed values of the ground coordinates.
- h) GPS and Total station instruments used for traversing purpose should possess software qualification to work in both grid and ground coordinate system or else, it should be accompanied by manufacturer supplied software for conversion of data from grid coordinates to ground coordinates and vice versa.

5.5.3.3 Establishment of DGPS Controls (Whole to Part)

- a) Coordinates of the pillars/points (henceforth designated as Control Points) in line with prime traverse to be established.
- b) The Control Point fixing will establish a network along the proposed alignment as marked on the maps.
- c) Horizontal control grid in line with prime traverse will be established using DGPS at about 2 km along the alignment on a pair of control stations/control points fixed at a distance of about 250m apart from each other along the proposed alignment.
- d) In addition, Consultant has to take GPS observations at existing pillars available en-route and also pillars existing at natural & man-made features like river/nala, road, tunnel etc.
- e) The sets used shall be with at least 12 channels differential post processed accuracy of at least (+5mm, +1 ppm length)
- f) The stations selected shall be obstruction free towards sky at an angle of 15 deg with horizontal plane.
- g) The control point locations should be selected so as to be:
 - Clear of HT/LT lines,
 - Free from multi path problems associated with tall features in the vicinity, Free from foliage
 - Open to sky with a clear view of the horizon

- Control points may be located close to the proposed alignment where features such as rock outcrop, culvert etc. is available. If such features are not available, pillars may be erected there specifically for this purpose. At least two adjacent control points (i.e. a pair of DGPS control points) shall be inter-visible with reference to each other and shall preferably be fixed on ridge lines, in sections where no field surveys have yet been done.
- h) Consultant shall plan closed loops consisting of a network of triangles, connecting these control points. The triangles shall be well formed and preferably not too acute nor obtuse, with sufficient redundancy so that a base line could be confirmed by observations from multiple control points. There may be occasions where due to some specific site constraints, this network may require change.
 - i) GPS observations shall be taken at control points in differential mode for sufficiently long time using at least 5 receivers forming 5 vertices of a well formed good triangle.
 - j) For carrying out network adjustment, one permanent control point may be fixed for both horizontal and vertical control. Horizontal control may be fixed with long hour GPS observation (24 Hours) continuous observation. Minimum common period of observation for other GPS points shall be not less than two hours.
 - k) Consultant shall also carry out comparative analysis of GPS coordinates obtained by observations from subsequent control points forming redundant triangles. The accuracy of these shall be at least be 1 in 1,00,000 or better. Measurements taken with Geometric Dilution of Precision (GDOP) exceeding 5 should not be considered for post-processing.
 - l) The DGPS sets used shall be with at least 12 channels having differential post processed accuracy of at least $\pm (5\text{mm} + 1\text{ppm} \times \text{Baseline Length})$.
 - m) GPS observations shall be taken at control points in differential mode for sufficiently long time using at least 5 receivers forming 5 vertices of a well formed good triangle.
 - n) Consultant shall download raw GPS data on a PC/laptop at site itself and thereafter apply suitable projection system so as to arrive at grid coordinates (Northing, Easting and Elevation with reference to Mean Sea Level) from geographical coordinates (Latitude, Longitude & Ellipsoidal Height) observed at site. Horizontal control may be fixed /selected from the points of the "prime traverse". Vertical control (i.e. mean sea level height) may be established with reference to known available benchmark(s) in the nearby location. Each day's work shall be compiled and mapped/documented on the same day.
 - o) The co-ordinates for the entire section shall be with reference to single grid in metric system and WGS datum on UTM projection system.
 - p) The GPS work will be followed by Total Station Survey Work.
 - q) Both the Raw Data (in RINEX as well as proprietary formats of GPS manufacturer) as well as the Transformed Data shall be supplied by the consultant.
 - r) Consultant shall also submit photographs of all control points surveyed by him. The photographs shall indicate the pillars/points and its surrounding areas clearly.
 - s) During survey, careful notes with dates should be made on the ground, from personal enquiry and observations regarding any information likely to be useful in working out details of the project.
 - t) Necessary jungle clearance and construction of pathway for proper execution of the work, wherever required, shall have to be done by Consultant.

5.5.3.4 Densification of Horizontal Control using Total Stations

- a) For densification of horizontal control, Consultant shall use Total Station equipment of LEICA/TRIMBLE/NIKON/SOKKIA/TOPCON make. The Total Station shall be as per DIN standard. Total Stations of 300 and 200 series of TOPCON make are not permitted for traverse work. Horizontal control shall be established by running a closed traverse on DGPS control marks (RCC pillars/permanent structures) along the corridor using Total Stations of 1" accuracy (as per DIN standards). Consultant shall submit a calibration certificate from the manufacturer or his authorized service agent for the total station equipment. The date of calibration certificate shall not be earlier than 3 month from the date of start of work.
- b) Before starting the Traversing, a quick reconnaissance survey of the area shall be carried out to determine the following:
 1. Nature of terrain;
 2. Suitable location for fixing traverse stations;
 3. Suitable location for fixing temporary bench marks.

Traverse stations shall be established on firm ground and at such locations so that maximum area of topography can be covered. The traverse stations shall be as close to the alignment as possible.

- c) Length of traverse would be around 2km (in one direction). The contractor shall use tribrach only (use of plumbing pole will not be acceptable) for accurate work and observe back and foresight traverse readings. Traverse lines shall be run by measuring distances and bearings including angles between traverse stations in both faces (left and right) and mean of two may be adopted.
- d) Consultant shall compute angular closing error of the traverse followed by linear error. Limits of both errors are defined below:

Type of Traverse	Angular error of closure	Total linear error of closure
Total Station Traverse for horizontal control and for important and accurate surveys	$15''\sqrt{N}$ N = Number of angles measured	1 in 25,000 (after angular adjustment)

- e) The error within the above permissible limits of the traverse lines shall be balanced by Transit Method. In case, the errors are beyond the above permissible limits, the traverse surveying shall be carried out again to ensure correctness of traversing.
- f) Consultant shall supply adjusted ground coordinates (northing and easting) of all control marks along with raw observations downloaded from the Total Station, calculation sheet and description of all control marks in MS-Excel worksheet. The co-ordinates of all control marks shall be with respect to the co-ordinate system of GPS control marks established for main route alignment. Coordinates of control points fixed by total station should normally match the coordinates of control points fixed by DGPS (after applying factors to convert grid coordinates to ground coordinates), within the permissible error as indicated in para d. In that case, Consultant may be required to adjust the error with reference to DGPS control points by transit method. In case, the coordinates do not match within the permissible error.
- g) The vertical control should be planned in tandem with the traversing work.

5.5.3.5 Establishment of Vertical Control

- a) For levelling work, Consultant shall use Auto Level/Digital Level equipment of Sokkia / Leica / Nikon / Trimble. Auto level/Digital level must be duly calibrated from the manufacturer or his authorized agent before use on the project. The date of calibration certificate shall not be earlier than 03 months from the date of start of work.
- b) Consultant will carry the level of existing GTS bench marks and fix new permanent bench marks at important and safe locations (where they cannot be disturbed) such as bridge, temples, etc. at an interval of about 500mtr along the alignment at a lateral distance of about 50m from it. If permanent structures etc. are not available in this corridor, these benchmarks shall be left on permanent pillars erected for the purpose, of sizes as specified below.
- c) Vertical control shall be established by running a double tertiary level line on GPS control marks (RCC pillars/permanent structures which will act as temporary bench marks for vertical control as well) along the corridor using Auto level/Digital level. Consultant shall close levelling work on daily basis and find out closing error. Closing would mean that levelling work shall be started from a known point (first point) and closed at a known point (or the first point where known points are not available).

5.5.3.6 Topographical Survey and preparation of 3D plan

- a) Topographical details of existing structures shall be picked up for a width of 100m (200m in case of major nalas / rivers) on either side of proposed alignment. Consultant shall cover detailing of existing features for a length of at least 200m of the adjacent section to get proper linking of whole survey.
- b) During topographic survey, all existing topographical details, such as buildings, village boundary, rivers, nalas, canals, roads, railway lines, electric lines etc. shall be picked up as existing on ground with respect to reference frame established above. Spot levels shall be picked up at an average interval of the order of 20m or lesser so as to truthfully depict actual ground. All traverse stations shall be connected with TBM established at site using Auto levels with an accuracy of $12\sqrt{K}$ mm, where K is the circuit length in km.
- c) Consultant has to plan survey based on string concept so as to prepare 3D plan showing all existing and manmade features.
- d) Consultant shall prepare two sets of 3-D AutoCAD drawing, one on grid coordinates and another on ground coordinates as per legend on a 1:1000 scale showing all man-made and natural features.

5.5.3.7 Staking of Alignment

- a) Staking of final alignment is most important component of final location survey, which ensures not only effective implementation of the scheme, but also the correctness and accuracy of the design. The setting out and referencing shall be done in the following manner.
- b) Consultant will design the alignment on MX-Rail/PRT/BRT software on the basis of data collected from site.
- c) Wooden pegs shall be staked by the Consultant at every 20m pegs and other important locations such as tunnel portals, bridges, stations and ST, TC, CN, CT, TS of curves.
- d) Staking/setting out of the alignment pillars and its reference pillars will be carried out using Control Points or Traverse Stations only. In no case alignment pillars shall be used for further staking of the alignment.

5.5.3.8 Fixing of Pre-cast RCC Pillars for Traversing, TBM, Centre line of Alignment and Reference Pillars

- a) Wherever, control markers and TBMs are not on existing permanent structures, RCC pillars shall be erected in advance as may be required for control markers and TBMs.
- b) RCC pillars shall be erected in advance as may be required for control markers and TBMs.
- c) Pillars will be of size 15cm x 15cm x90 cm or as desired by the Engineer. It shall be made of 1:2:4 cement concrete mix (1 cement: 2 coarse sand: 4 coarse aggregate). For casting the concrete pillars, cement of OPC 43 grade shall be used with coarse aggregate of 20 mm and down grade and coarse sand conforming to grade Section III of CPWD Specifications. All pillars will have reinforcement as 4 steel rods of 8 mm dia in all four corners and surrounded by four steel rings of 6 mm dia. All pillars shall be grouted in 30cm x 30 cm x 110cm concrete block (1:2:4). The exposed surfaces of pillars should be smooth and neatly finished. These surfaces shall be painted (2 coats) with first quality enamel paint of colour. Complete details regarding pillars will be engraved and painted over finished base.
- d) Pillars will be fixed on following locations on centreline of staked alignment and painted in red colour:
 - every km post
 - every half km
 - every 250 m
 - all salient points for the curves like ST, TC, Crown, CT, TS
 - Approaches of major bridges
 - Apex of all the curves (if available/possible)
 - Portals of Tunnels
 - Start and end of proposed station
- e) In addition to centre line pillars, reference pillars shall be erected for ST, TS, Tunnel portals, start and end of station and KM marks at a safe location (depending on site conditions) so that referred pillar lies perpendicular to reference pillars. These pillars shall be painted in white colour. Grid & ground coordinates of reference pillars shall also be supplied by the contractor. Land boundary pillars shall also be erected at every 200 m and wherever proposed land width changes at site on both side.
- f) RCC pillars shall be erected at its exact locations as required for Final Location Survey by replacing wooden pegs already staked. After fixing pillar, a punch mark shall be left over plate fixed on top of pillar and encircled red paint. This punch should be made on the plate exactly at the coordinate supplied.

5.5.3.9 Geotechnical Investigations

These are to be carried out as per RDSO Guidelines and Specifications for Design of Formation for Heavy Axle Load-2008 for 32.5T loading and as per instructions of the Engineer. Consultant shall carry out Geo-technical investigation along the alignment, at major/minor/important bridges, cutting /filling and building sites

- a) Drilling of 150 mm diameter boreholes through soil overburden material along alignment normally at 300 m apart in case of uniform type of soil and closely

spaced in critical zones and at each pier and abutment locations. The depth of boreholes varies from 5 m to 10 m depending upon the depth of cutting or embankment as per the instructions of Engineer - in charge. In case of bridges depth of bore hole will be up to 30 m, and in case of important bridges, the depth of boreholes will be up to 50 to 60 m as per instruction of Engineer - in charge.

- b) Drilling of 'Nx' Bit size boreholes as per IS: 6926 at each pier and abutment in rock up to a maximum depth of 3 to 5 m depending upon the type of rock at each location. The depth of drilling is tentative and may vary from borehole to borehole depending on the geological conditions. Observation during drilling to be recorded in a Performa as given in IS: 5313 Appendix A and drilled rock samples to be preserved as per IS code to derive the RQD value.
- c) Conducting standard penetration tests in all types of soil deposits met within a bore hole, at intervals of 1.5m and every change of strata as per directions of Engineer. The starting depth of performing SPT shall be between 1.0 m and 2.0m depth below ground level in alternate boreholes.
- d) Collection of undisturbed soil samples of 100mm dia. and 450mm length in standard UD tubes at every change of strata and at regular intervals of 3.0m and as directed by the Engineer. Sampling shall confirm to IS: 1892, 2132 & 8763.
- e) Conducting various laboratory tests as per IS: 2720 from approved laboratory by using approved apparatus complying with the requirements and specifications or Indian standards or other approved standards for this class of work.

Tests on disturbed Samples

- Visual and Engineering Classification
- Sieve Analysis and Hydrometer Analysis
- Liquid, Plastic and Shrinkage limits
- Specific Gravity
- Chemical analysis
- Shrinkage limit and free swell index determination

Test on Undisturbed Samples

- Density and Moisture Content
 - Unconfined Compression Test
 - Box Shear Test (in case of sand)
 - Tri-axial Shear Tests
 - Consolidation
- f) Establishment of ground water table if encountered.
 - g) Areas of prospective borrow soil and blanket material should also be surveyed and tested for IS Classifications to give idea of quality as per RDSO Guidelines and Specifications and quantity of materials to be used for construction of Railway embankment
 - h) Analysis of field and laboratory test results and preparation of report giving recommendation for bearing capacity and type of foundation. Visual soil investigation by way of examining the existing cuttings and banks materials and mentioning against each chainage type of soil.
 - i) The data and information collected during survey/investigations should be presented in suitable format such as graphs, bar chart or in tabular or statement form.

5.5.3.10 Traffic studies

Consultant has to review the DPR provided by Western Railways w.r.t. traffic studies and do the gap analysis and if required carry out the traffic studies and submit their report including the traffic demand forecast

- 5.5.3.11 Consultant would be responsible for conducting workshops, walkthroughs, demos, for all involved stakeholders at various stages of its engagement, such as for input gathering (for giving overview on global design practices to all concerned and collecting local requirements for blending with global practices), providing design overviews and associated details, obtaining sign offs (by state / other stake holders) before submitting deliverables to client / PMNC, etc. Where applicable, Consultant will own the full responsibility that entire design and provisions in scope qualify successful assessment of ISO 37120.

All deliverables must be sufficiently detailed (end to end), covering all facets to the extent that they are fully comprehensive to last level and are ready for next stage

5.5.4 GADs of structures and Detail Design drawings for detailed construction estimate:

- 5.5.4.1 GADs for important Bridges, major bridges of various standard & non- standard spans, minor bridges consisting of various RCC boxes up to 4.5 span & PSC slabs up to 6.1m span ROB/ RUB's, Fly over/ Viaduct , FOB'S shall be prepared keeping in view the bridge span arrangements in existing BG corridor and all new bridges shall be as per DFC loading standards. The GAD of bridges shall take into account the existing bridge details, requirement of any protection to existing bridges including existing formation due to need for dismantling of part of wing walls/retaining walls etc. of the existing bridges. Necessary approval from Railways if required has to be obtained by Consultant. .

- 5.5.4.2 The designs of these bridges shall be done to prepare GADs and detailed drawings of foundations, substructure and superstructure based on geotechnical investigation report based on RDSO designs for the respective spans for DFC loading. This is required for preparation of detailed BOQ and construction cost estimate.

5.5.4.3 Drawings

The list of drawings is given below which are required to be prepared as a minimum. This list is not exhaustive and any additional drawings considered necessary for execution shall have to be prepared by Consultant.

1. Preparation of alignment plan and longitudinal section i.e. Index Plan and Section. The Index Plan shall be drawn to a scale of 0.5 km to a cm horizontal and 10 metres to a cm vertical, the plan being drawn above the section on the same sheet.
2. Typical Earthwork cross section for cutting and banks as per RDSO guidelines.
3. Conceptual Drawings of Protection work of Bank & bridges and preparation of plans thereof.
4. Preparation of Engineering Scale Plans (ESP) of yards. The yard plans are prepared by Western Railways may be referred if required.
5. Preparation of GADs and detailed drawings of Major Bridges (drawings) ROB/ RUB's, Fly over/ Viaduct.
6. Preparation of GADs and detailed drawings of Minor Bridge (drawings) based on details supplied. Generally the minor bridges will be RCC BOX culverts based on the RDSO's standard design.
7. Station buildings including other buildings – layout plan and GADs and their detailed drawings of Station buildings.

8. Residential quarters and services buildings – Layout plan and other detailed drawings

5.5.4.4 Electrical Engineering

Requirement of work is to prepare detailed design, detailed drawings including Bill of Quantity, Technical specifications, etc. for OHE and General Electrical Works. The scope of work includes all required information / drawings for preparation of Detailed Project report. Requirements not specifically mentioned in this scope of work but required shall be deemed to be included in scope of work.

- a) Survey of existing electrical power supply system of the railway in the project section and identification of augmentation / modification works to be carried out indicating augmentation of existing power connections and availing new power connections from the supply authority.
- b) Electrification of all service buildings, staff quarters, service roads etc. being constructed under the project.
- c) Survey of overhead/underground and lines running parallel to track on both sides of power line crossings in the project section using “Total Station” or similar equipment and preparation of report.
- d) Electrification of platforms, yards, circulating area, approach road etc.
- e) Provision of battery charging and pre-cooling facilities on Platforms and yards etc.
- f) Preparation and submission of pegging plans and plans of infringements if any on the section which require dismantling / modifications / alterations / augmentation etc. This shall include all kinds of infringements related to OHE & GS in proposed alignment as per Indian Railway’s Schedule of Dimensions.
- g) Study of existing power supply arrangement of section and submission of report on availability of Traction power supply for augmentation of existing power supply and proposed TSS. This will also include RAMS and SCADA.
- h) Location plan indicating proposed SP and SSP and other relevant drawings.
- i) All necessary approvals from Railways

5.5.4.5 Signalling & Telecommunication

S&T Portion of the work involves design and detailed drawings including Bill of Quantities and preparation of Detailed Estimate, Technical Specifications, Signalling Plans, etc. for all the stations, IBH and LC gates. It will include-

- a) Framing BOQ and technical specifications- The schematic sketches of the stations made for determining station wise BOQ have to be submitted by Consultant along with the itemised cost estimate
- b) Preparation of detailed estimates- The estimates shall be updated to include items as per the latest practice of railway and railway board’s instructions. The rates adopted for BOQ and detailed estimate should be latest and realistic.
- c) All necessary approvals from Railways
- d) Schematic CAD diagram in A-3 size to the scale showing existing works (black), new work (red), dismantling works (dotted black) and work in non-interlock areas (green) for all the stations to determine the field work at a glance.

5.5.4.6 Preparation of Land Acquisition Plans

In course of deciding the final alignment where land acquisition is involved the scheme for the same is to be prepared by the Consultant. The scheme will contain the following:

- a) The center line of proposed alignment and also the corridor of land acquisition shall be marked on the ground at each 100 M interval and 50m or less interval at curves.
- b) Revenue village map of the entire area shall be collected by the Consultant.
- c) The center line of proposed Railway alignment & also the corridor of land acquisition shall be marked on revenue village map.
- d) Record of Rights of all plots which are falling in the proposed land acquisition corridor shall be collected from Revenue department. Details of Govt & forest land should also be collected.
- e) Plot wise area of land acquisition (Private/Govt/Forest) shall be calculated.
- f) Ratio of area of plot proposed to be acquired to the total plot shall also be calculated. Details of buildings, water sources etc coming in way of proposed alignment shall also be submitted separately.
- g) Collection of sale data of land transactions of last five years required for land acquisition (Private Land).
- h) Collection of all relevant details of government & forest lands separately to facilitate preparation of papers for their acquisition.
- i) The scope of work will include plotting the land boundary on drawing.
- j) Preparation of Land acquisition plan to be done as per prevailing guide line/policy and practice in vogue.
- k) Detailed Land acquisition plans along with detailed report on cost and compensation

5.5.4.7 Traffic forecast and Train Operation Plan

- a) Based on the Traffic forecast, Number of trains to be moved on the proposed corridor in terms of both freight and passenger.
- b) Preparation of broad train operation plan for seamless movement of trains in the proposed corridor and smooth interchange/transfer of trains between IR and the proposed corridor.
- c) Detail plan for junction arrangements as well as enroute train handling facilities.
- d) Working out requirement of operating manpower.
- e) All necessary approvals from Railways

5.6 Detailed scope of services for Part C: Cost Estimate, BOQ and Financial Analysis

5.6.1 Cost Estimate and BOQ

5.6.1.1 Detailed Cost Estimated based on the final alignment including all the above components shall be submitted by the Consultant. The description of items in Bill of Quantities should be consistent with the drawings and specifications, and all should lend themselves to harmonious and unambiguous interpretation.

5.6.1.2 The Consultant shall prepare and submit detailed estimates for quantities and project cost including itemised rate analysis for the entire project, using local / state / applicable schedule of rates. For missing items in the local / state / applicable schedule of rates, any other mutually agreeable source(s) may be used. The estimation of quantities and costs shall be worked out separately for each component as per the latest SORs

- 5.6.1.3 The Consultant shall carry out a detailed analysis for computing the unit rates for the different items of works. The unit rate analysis shall duly take into account the various inputs and their basic rates, suggested location of plants and respective lead distances for mechanized construction. The unit rate for each item shall be worked out in terms of manpower, machinery and materials.
- 5.6.1.4 The Consultant shall prepare the cost estimates, BoQ and Specifications for the purpose of assistance in tendering process for contractor(s). The Consultant shall be responsible for accuracy of the BoQ items.

5.6.2 Financial Analysis

- 5.6.2.1 Based on estimated capital costs, construction scheduling, physical, financial & price contingencies, and other miscellaneous expenses the completed project cost shall be computed.
- 5.6.2.2 Based on projected traffic, prevailing tariff and capacity constraints, prepare a reasonable estimation of the likely revenues from the project on Non-Government Railway (NGR) Model of participation as per para No. 6.1 of Railway Board's circular on Participative Model dated 10/12/2012.
- 5.6.2.3 Based on estimated capital costs, estimated O&M costs, projected revenue, various financial parameters related to capital structure (possible capital structure, costs of financing, loan term and repayment structure), depreciation, tax and commercial accounting principles preparing the projected balance sheet, projected profit and loss statement, and projected cash flow statement.
- 5.6.2.4 Based on the above, preparing the free cash flow to the project and free cash flow to equity holders to estimate the return on investment (IRR & NPV), and other critical financial indicators.

Based on the above Consultant has to work out different models of taking up the project and recommend a most viable plan.

5.7 Detailed scope of services for Part D: Technical assistance in preparation of tender documents and drawings for selection of contractor(s) and technical assistance for land acquisition

- 5.7.1 Preparation of Tender drawings and documents
 - 5.7.1.1 The Consultant shall prepare the tender documents, drawings, specifications and schedule of quantities, code of practice covering aspects like mode of measurement, method of payments, quality control procedures on materials and work, special conditions of contract etc.
 - 5.7.1.2 The Consultant's scope shall include all relevant information pertaining to detailed design such as BOQ's, analysis of rates, technical specifications and technical data sheets.
 - 5.7.1.3 The Consultant shall provide technical assistance to the DICDL/PMNC in preparing relevant documents for bidding out construction works for single/ multiple packages created for the designated area.
- 5.7.2 The Consultant shall provide technical assistance to the DICDL/PMNC in selection of contractors for various packages.
- 5.7.3 The Consultant provide technical assistance to DICDL/PMNC / Client for land acquisition.

5.7.4 Technical support/ handholding during Land Acquisition and construction stages

5.7.4.1 The Consultant shall provide all technical assistance in providing any further clarifications, details on designs and drawings, and address any queries raised by DICDL/PMNC/ contractor(s). The Consultant shall act as an interface or coordination agency between the DICDL/PMNC and the contractor(s) during the handholding period for the execution stage. The Consultant shall review the working drawings prepared by the contractor(s) and ensure that all design aspects and parameters have been adhered to.

5.8 Environmental and Social Impact Assessment Report

The Consultant shall carry out the environmental and social impacts due to this project and prepare and submit the mitigation plan along with costs

A. Environmental Impact Assessment

Aim and Objective of EIA

EIA study is to be conducted in compliance with the MoEF requirements, JICA Guidelines for Environmental and Social Considerations and World Bank Operational Policy No 4.01 for Environmental Assessment. The main objective of the environmental impact assessment is to assess environmental baseline; identify any environmentally critical area in the 10km radius study area; assess the project activities and associated environmental impacts of the proposed railway line project as part of the planning and design process and provide an Environmental Management and Monitoring Plan. The EIA will also formulate necessary measures to mitigate the identified impacts to acceptable levels.

Environmental Baseline of the Study Area

This will include; developing an environmental base line with respect to the quality of existing environment in the study area and identify, any of the following in 15 km radius of its surroundings.

- a) Any Notified Protected Areas/National Parks/Wildlife Sanctuaries/Biosphere Reserves/ Ramsar Sites (Wetlands) or environmental sensitive area.
- b) Any Critically Polluted Areas listed by Central Pollution Control Board.
- c) State and/or International borders.
- d) Notified Ecosensitive Zones.
- e) Any CRZ area.
- f) Whether the site or near surrounding have mangroves or is inhabited by endangered species or is a place for migratory birds or is a spawning area for aquatic species.

Environmental baseline data should include but not limited to the following items:

- a) Physical Environment: geology; topography; soils; climate and meteorology; baseline ambient noise and vibrations levels in the nearby settlements , ambient air quality; surface and ground- water hydrology and quality assessment; existing sources of air emissions; existing water pollution discharges; and receiving water quality.

- b) Biological Environment: flora; fauna; rare or endangered species; sensitive habitats, including parks or preserves, significant natural sites, etc.; species of commercial importance; and species with potential to become nuisances, vectors or dangerous; and Identification of the boundary of recorded forest portion infringing on the proposed ROW of metro corridor and the number of trees to be cut (Height, diameter, species etc.).

EIA would also be made to assess the influence on physical, chemical and ecological and bio-diversity related aspects of environment in the area. Describe the pertinent regulations and standards governing environmental quality, health and safety, protection of sensitive areas, protection of endangered species, siting, land use etc.

Describe alternatives that were examined in the course of developing the proposed project and identify other alternatives which would achieve the same objectives. The concept of alternatives extends to siting, design, technology selection, construction techniques and phasing, and operating and maintenance procedures. Compare alternatives in terms of potential environmental impacts; capital and operating costs; suitability under local conditions; and institutional, training, and monitoring requirements. To the extent possible, quantify the costs and benefits of each alternative, incorporating the estimated costs of any associated mitigating measures. Include the alternative of not constructing the project, in order to demonstrate environmental conditions without it.

Impact Assessment

Determination of the Potential Impacts of the Proposed Project. In the impact assessment, distinguish between significant positive and negative impacts, direct and indirect impacts, and immediate and long-term impacts. Identify impacts which are unavoidable or irreversible. Wherever possible, describe impacts quantitatively, in terms of environmental costs and benefits.

Based on baseline conditions and the planned project activities, Environmental impacts to be predicted by the standard methodology and applications of appropriate modelling e.g., prediction of noise and vibrations due to the proposed project activity etc. These projections would identify whether the pre-project critical environmental conditions would be further degraded. Identify the list of NOCs, clearances, permissions, approvals from relevant authorities (e.g. Forest clearance, permission from ASI, etc.) to be received from various authorities and stakeholders for development, implementation and operation of the project.

Environmental Management and Monitoring Plan

The environmental management plan and monitoring plan to include proposed work programs, budget estimates, schedules, staffing and training requirements, and other necessary support services to implement the plans. Review the authority and capability of institutions at local, provincial/regional, and national levels and recommend steps to strengthen or expand them so that the management and monitoring plans in the environmental assessment can be implemented. The EMP shall be made separately for construction and operation phases of the project. All the predicted impact and associated mitigation measures should be provided in the EMP along with the regular monitoring requirements for the key environmental parameters. EMP should also include implementation mechanism, schedule and associated costs for execution of

mitigation and enhancement works; and detailing of the requirements for institutional strengthening and training for project implementation.

B. Social Impact Assessment

Social impact assessment to be carried-out by conducting both primary, secondary surveys and site visits in order to know the overall social, economic, cultural; religious of the project. The report should establish the further action plan required for the project planning and implementation. Following Specific tasks to be performed for preparation of social impact assessment:

A. Aim & Objectives of the SIA

The main aim of the Social Impact Assessment is to understand the overall Social, economic and cultural baseline conditions, estimate the direct number of project affected families, assess the overall impacts due to establishment of the project on the affected villages and its' populace in general and the project affected families in particular, and suggest mitigation measures through a resettlement and rehabilitation (R&R) plan.

More, specifically, the objectives of the study are to:

- To assess the proposed project details with likely impact on socio-economic aspects.
- Establish socio-economic and demographic baseline conditions prevailing in the villages along the proposed railway alignment and corridor and that of the Project Affected Families (PAFs).
- Assess proposed project related land acquisition requirements and assess the impacted areas/ population.
- Assess the likely number of families to be impacted due to land acquisition process and whose livelihood is likely to be affected.
- Undertake public consultations and stakeholder engagements with the PAF and stakeholders, to inform them about the proposed project development, expectations, any concerns for incorporation in the SIA.
- Assess the socio-economic impacts likely to occur due to land acquisition process and other project related activities.
- Identify the vulnerable groups/ sections of society
- Prepare a R&R plan as per the prevailing legal framework.

B. Scope of Work

In order to achieve the aim and objectives of the SIA study, it would be necessary to prepare village profiles along the alignment and family profiles for all the affected families. Field surveys will be required to establish village/family profile. Survey for family profile will be based on Stratified Random Sample method covering 25% of the Project Affected Families. On the basis of the interpretation and analysis of the information and data collected through village/family profiles, the study should provide an appropriate R&R Action Plan in line with the existing legal framework and in compliance to the JICA Social Considerations.

(a) Study Area

The scope of the study will be restricted within a Study Area, which extends from Logistic Park within DSIR to Bhimnath (about 30 km in length) and within the delineated RoW. Thus, the Study Area will include all the villages (in its entirety), affected properties, project affected families, falling within this Study Area.

(b) Village Profile

The village profile shall include the following apart from the other relevant socio-economic data:

- i. Establish the social, cultural, economic, historical, religious, socio-political and environmental setting in the villages along the rail alignment.
- ii. Economic base of the affected villages will be established.
- iii. Social groups and the kinship in the villages will be established.
- iv. Tribals if any shall be categorized and described separately.
- v. Access to Social Infrastructural facilities (such as roads, bridges, schools, community buildings, health centres, sanitation works and electricity facilities, irrigation facilities, cultural, religious, historical places etc.) to be described.
- vi. Community/social groups active in the area and their contribution towards betterment of local people/affected families to be elucidated.
- vii. Identify the development schemes of the government such as IRDP, JRY, PMRY, etc. and suggest possible linkages with the entitlement package in the R&R Plan.
- viii. Identify the vulnerable groups – women headed households, widows, single and/or separated women, aged population, handicapped, destitute, orphans, below poverty level families, agricultural labourer families, etc.
- ix. The details of chronic illness diseases, mortality rate and morbidity rate in the area.

(c) Inventory of Impacted Properties

An Inventory of all properties and persons, likely to be impacted due to the establishment of the rail, within the study area will be prepared:

- Prepare an Inventory of the 100% properties and persons, potentially directly affected by the project.

- Inventory of Land, proposed to be acquired within the delineated corridor for rail alignment as per the following table:

Category of land to be acquired	Area (ha)	Khasra No	Ownership Details
Private land			
Agricultural (irrigated & un-irrigated)			
Fallow land			
Barren land			
Government land			
Forest land			

- Inventory of Structures and Social Infrastructure, proposed to be acquired within the delineated corridor for rail alignment.
- Inventory of Persons and Families likely to be affected and/or displaced.
- Categorization and measurements of potential loss.
- Physical measurements of the affected assets/structures, including their replacement valuation.
- Identification of non-titleholders and their assets.
- Details on Common Property Resources, viz., grazing areas, fodder, firewood, potable water, irrigation, education and health care, post office, telephone facility, bank, bus stop railway station etc.; its access to affected families and residents of affected villages.

(d) Family Profile

Family profile detailing demographic profile, literacy levels, occupational profile, ownership of moveable and immovable assets, economic and resources base will be gathered with the help of survey tool from the project affected families.

- The socio economic surveys to be conducted for 25% of the affected households.
- Household characteristics, including social, economic and demographic profile;
- The family profile of the sample families in the following pattern so as to assess the present socio-economic status.
 - i. Demographic details and occupations of each member of the family (father, mother, their children other dependents, single parents particularly mothers, their children and vulnerable groups, those who live on their own, etc.).
 - ii. Details of land under different categories owned/in possession of each family along-with land owned/cultivated by them in other villages along with income from each category of land.
 - iii. Resource base of family including land, cattle, milch animal, agricultural labour, other labour, self-employment, government service.

- iv. Assess/ estimate income from agricultural produce and the total income including that from self-employment, salaries due to members of families employed with State government, military, other institutions, casual wages, etc.
 - v. Cropping pattern of land holding families and an assessment/estimate of income from agricultural product.
 - vi. Patterns of income and expenses of each family as a base for calculation of its income/resources.
 - vii. Details of Government grants, loans etc. received by the affected person under IRDP or any other such schemes.
 - viii. The health status with specific details of chronic diseases mortality and morbidity rate.
 - ix. To estimate the household's loss of production from the land due to the land that is likely to be acquired by the project.
 - x. To assess the extent of possession of immovable properties like houses, wells, ponds, trees etc. from every household/family.
 - xi. To assess the employment potentials of the area with the help of educational status, unemployed personnel available for work
- Fear/attitudes towards alternative resettlement/rehabilitation options.
 - The study should also ascertain the options of individual families of how they will utilize their rehabilitation grant for creation of assets/livelihood.
 - Categorization and assessment of social, land acquisition and Resettlement Impacts and suggestion for the future action plan to be recommended.
 - Prepare compliance procedures for implementation of the project. These will include safety concerns, child labour, compliance of labour laws in India, acceptable targets for employing women in construction activities, basic wages for skilled/ unskilled workers, wage equality, child care facilities of workers around the sites.

(e) Stakeholder and Public Consultation

To ensure participation of all stakeholders and public at large in the planning phase and aiming at promotion of public understanding and fruitful solutions of developmental problems such as local needs of road and rail users and problem and prospects of resettlement, various sections of PAFs and other stakeholders to be consulted through workshops, focus group discussions and individual interviews.

(f) Impact Assessment

The SIA report will assess and elucidate various impacts (positive and deleterious) of the project activities on the base line social conditions, during the construction and operation phases of project development. Assess the socio-economic impacts of land acquisition and/or resettlement on the affected families. The study will also assess the socio-economic impact of land acquisition and displacement on women, their role in the family and in the subsistence economy and suggest how these can be mitigated through the

process of Resettlement and Rehabilitation (R&R) or community development measures. The Impact Assessment and associated mitigation measures will be addressed separately for construction and operation phases of the Project.

(g) Preparation of Resettlement Action Plan

The Resettlement Action Plan (RAP) will be prepared for the project to mitigate, compensate, resettle and rehabilitate the adverse social impacts caused by the proposed project. The RAP will be prepared as per the prevalent National Law, JICA Social Consideration guidelines or any other prevalent national or state-level guidelines for environmental and social considerations and/or World Bank Operational Policy (OP) 4.12.

RAP report should include but not limited to the following items;

- A review on a scale appropriate to the Project, of the legal framework including gaps, if any, between local laws covering eminent domain and resettlement and the JICA guidelines for environmental and social considerations.
- Institutional framework covering the identification of agencies responsible for resettlement activities and NGOs that may have a role in project implementation.
- Eligibility (Definition of displaced persons and criteria for determining their eligibility for compensation and other resettlement assistance, including relevant cut-off dates.).
- Valuation of and compensation for losses (The methodology to be used in valuing losses to determine their replacement cost; and a description of the proposed types and levels of compensation under local law and such supplementary measures as are necessary to achieve replacement cost for lost assets.).
- Resettlement measures including entitlement matrix (A description of the packages of compensation and other resettlement measures that will assist each category of eligible displaced persons).
- A summary of the results of the free, prior and informed consultation with the affected people communities that was carried out during project preparation and that led to broad community support for the project.
- A framework for ensuring free, prior and informed consultation with the affected people communities during the period of implementation.
- The cost estimates and financing plan for the RRP.
- An implementation schedule covering all resettlement activities from preparation through implementation, including target dates for the achievement of expected benefits to resettlers and terminating the various forms of assistance.
- Accessible procedures appropriate to the project to address grievances by the affected People's communities arising from implementation. When designing the grievance procedures, take into account the judicial recourse and customary dispute settlement mechanisms among the affected people.

- Mechanisms and benchmarks appropriate to the project for monitoring, evaluating and reporting on the implementation of the resettlement and rehabilitation plan including external monitoring conducted by independent experts. The monitoring and evaluation mechanisms should include arrangements for the free, prior and informed consultations with the affected people communities.

(h) General

All information/ data collected as part of this study will be computerized and compiled in software compatible with MS Windows.

- Information gathered for village profile, family profile, land details proposed for acquisition, list of properties within the rail alignment, etc., will be computerized and compiled.
- Field notes and minutes of the meetings during public consultations and stakeholder engagements will be scanned and compiled.
- Photographs of public consultations, stakeholder engagements and field visits to assess properties within the rail alignment/ corridor will be appropriately catalogued.
- Any other relevant information found necessary so as to enable preparation of a suitable Rehabilitation Action Plan (RAP) as per agreement.

5.9 Deliverables and timeframe

5.9.1 All the deliverables as per the list below shall be in the form of 05 (five) hard copies +1 (one) soft copy in MS Word and PDF format for Reports and GIS, AUTOCAD DWG & PDF formats for drawings/ plans. All the reports in A4 size and All the final drawings in A2 size should be submitted. All the final design calculations, spread sheets, models to be submitted in native format also along with milestone deliverables

5.9.2 The list of reports/ deliverables for this assignment is as follows:

5.9.2.1 Inception report

5.9.2.2 Survey and Investigation Report along with preliminary alignment design

It shall include topographical survey, geotechnical investigation report, preliminary alignment of rail line mentioning the merits and demerits of different alignment

5.9.2.3 Interim Report

It shall include following but not limited to:

- a) General Map of the country traversed by the project scale of 25 Km to 1 cm.
- b) Index map on a scale of 2.5 KM to 1 cm.
- c) Index plans and sections on a scale of 0.5 km to 1 cm horizontal and 10m to 1 cm vertical.
- d) Detailed plans and sections to a scale of 1:5000 horizontal and 1:500 vertical.
- e) Plans and cross sections
- f) Plans of existing/proposed station yards and Plans of Junction arrangements.
- g) Preparation of GADs of Major Bridges (drawings) with preliminary design.
- h) Preparation of GADs of Minor Bridge (drawings) with preliminary design.
- i) Station buildings including other buildings – layout plan & structural plan.
- j) Extension of FOBs, Platforms, level xings- layout plan

- k) Residential quarters including services – layout plan and structural plan
- l) Detailed Signalling and Telecommunication plan of the new alignment.
- m) Yard lighting plan.
- n) Detailed train operation plan
- o) Detailed plan for en-route train handling facilities
- p) Land acquisition plans and Report

5.9.2.4 Draft Detailed Project Report

It shall include the detail design, drawings, BOQs , cost estimates for all the components of work as per the scope including Traffic forecast and financial analysis.

5.9.2.5 Final Detailed Project Report

5.9.2.6 Technical Specifications, BOQ, and Tender Drawings and other tender documents

5.9.2.7 Environmental and Social Impact Assessment Report

5.9.2.8 Handholding Period

5.9.3 The milestones and timelines of the assignment are given in the table below:

S. No.	Milestone	Timeline from issue of LOA (months)
1.	Inception report	0.5
2.	Survey and Investigation Report along with preliminary alignment design	02
3.	Interim Report and Land Acquisition Plans	04
4.	Draft Detailed Project Report	05
5.	Final Detailed Project Report	06
6.	Tender Drawings and Technical Specification	08
7.	Environmental and Social Impact Assessment Report	10
8.	Handholding Period	12 months from the date of communication from Client for commencement of handholding period extendable by another period of 12 months. The additional payment for this extended hand holding period will be the same as defined in 6.7.1 of the SCC

5.9.3.1 During handholding period and support, no permanent deployment of key professional is required; however, the Consultant is expected to remain available for meetings and discussions as and when called during the stated period for providing the necessary clarifications and details

5.9.3.2 The start and end of the handholding period shall be communicated by the Client on recommendation of the PMNC

Section 6. Standard Form of Contract

STANDARD FORM OF CONTRACT CONTRACT FOR CONSULTANCY SERVICES

Between

[Name of client]

[Name of Consultants]

[Date]

I. Form of Contract

Contract to undertake [name of assignment]

This CONTRACT (hereinafter called the “Contract”) is made on the [Date in words] day of the month of [month] [year in ‘yyyy’ format], by and between

The Dholera Industrial City Development Limited, a company incorporated under the Companies Act, 1956, having its Registered Office at 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 unless repugnant to context or meaning thereof shall include its successors, affiliates and assigns) of the First Part.

AND,

[Name of Consultants and registered address]

(hereinafter called the “Consultants”)

WHEREAS

- a) The Client has requested the Consultants to provide certain consulting services as defined in the General Conditions attached to this Contract (hereinafter called the “Services”);
- b) The Consultants, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - a) The General Conditions of Contract (hereinafter called “GC”);
 - b) The Special Conditions of contract (hereinafter called “SC”);
 - c) The following Appendices:

Appendix A: Terms of reference containing, inter-alia, the Description of the Services and reporting requirements

Appendix B: Consultants’, Sub consultants, Key Professional and Sub Professional Personnel, Task assignment, work programme, manning schedule, qualification requirements of key professional and schedule for submission of various deliverables

Appendix C: Approach and methodology

Appendix D: Duties of the Client

Appendix E: Cost Estimate

Appendix F: “Conformed Document” which incorporates all the changes, modifications and results of the contract negotiations

Appendix G: Copy of Letter of Award

Appendix H: Copy of letter of Award/ acceptance by Consultant

Appendix I: Copy of Bank Guarantee for Performance Security

Appendix J: Clarifications

Appendix K: Hours of work for Consultants' Personnel

Appendix L: Correspondences

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:

- a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- b) Client will make payments to the Consultants in accordance with the provisions of the Contract.

3. Priority of documents: The Parties expressly agree that in the event of any conflict, inconsistency or contradiction between any clauses forming part of the documents constituting the Contract, and more particularly mentioned in Clause 1 (of this contract) hereinabove, the documents shall be interpreted in the following order of precedence:

- a) The provisions of this Contract shall override all provisions of other documents comprising the Contract.
- b) the provisions of the SC shall be subject to the Contract, but shall override all provisions of other documents comprising the Contract;
- c) the provisions of the GC shall be subject to the Contract SC, but shall take precedence over all other documents comprising the Contract; and
- d) the Appendices shall subject to each of the Contract, SC and the GC.
- e) Any decision of the Client in relation to the priority of documents shall be final and binding upon the Consultant.

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

FOR AND ON BEHALF OF DICDL

[Signature]

[Name]

[Designation]

FOR AND ON BEHALF OF CONSULTANT

[Signature]

[Name]

[Designation]

Witness:

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

II. General Conditions of Contract

6.1 General provisions

6.1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) "Applicable Law" means the all laws, bye-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees and any other instruments having the force of law in India as they may be issued and in force from time to time;
- b) "Affiliate" means, with respect to any Party, any other entity that, directly or indirectly: (a) Controls such Party; (b) is Controlled by such Party; (c) is Controlled by the same person who, directly or indirectly, Controls such Party; and "Control" with respect to any person, shall mean: (a) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person whether through the ownership of voting share capital, by agreement or otherwise or the power to elect more than one-half of the directors, partners or other individuals exercising similar authority with respect to such person; (b) the possession, directly or indirectly, of a voting interest of more than 50%; and the terms "Controlling" and "Controlled by" shall be construed accordingly;
- c) "Client" means the Party named in the Contract, who employs the Consultant;
- d) "Consultant" or "Consultants" means the party named in the Contract, who is employed as an independent professional firm by the Client to perform the Services;
- e) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) constitute a part, together with all other documents listed in this signed Contract;
- f) "Contract Price" means the price to be paid for the performance of the Services;
- g) "GC" means the General Conditions of Contract;
- h) "Government" means the Government of Client's country;
- i) "Local Currency" means the currency of the Government;
- j) "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; "Lead Member" or "Member in Charge" means the entity specified in the SC to act on behalf of Each Member in exercising all the Consultants' rights and obligations towards the Client under this Contract;
- k) "Material Adverse Effect" means material adverse effect on (a) the ability of the Consultant to observe and perform any of its rights and obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement;
- l) Master Services Agreement (MSA) shall mean the same as "contract";
- m) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;

- n) "Performance Security" shall mean the irrevocable and unconditional bank guarantee provided by the Consultant from a scheduled Indian bank as guarantee for the performance of its obligations in respect of the Contract;
- o) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof;
- p) "Project" means "[name of assignment]";
- q) "SC" means the Special Conditions of Contract by which these General Conditions of the Contract may be amended or supplemented;
- r) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in TOR;
- s) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of this contract; and,
- t) "Work Order" means a specific directive or order to perform a defined scope for a defined duration and fee.
- u) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
- v) "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

6.1.2 Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India and shall be subject to the jurisdiction of the Courts at Gandhinagar.

6.1.3 Language: This Contract has been executed in the language specified in the SC, which shall be binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

6.1.4 Notices: Any notice, request or consent made pursuant to the Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

6.1.5 Location: The Services shall be performed at such locations as whether in Country or elsewhere, as the Client may approve.

6.1.6 Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials in the SC.

6.1.7 Taxes and Duties: Unless otherwise specified in the SC, the Consultants, Sub-consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

6.1.8 Interpretation: In the Contract, unless the context otherwise requires:

- 6.1.8.1 The singular includes the plural and vice versa and any word or expression defined in the singular shall have a corresponding meaning if used in the plural and vice versa. A reference to any gender includes the other gender.
- 6.1.8.2 A reference to any document, agreement, deed or other instrument (including, without limitation, references to the Contract), includes a reference to any document, agreement, deed or other instrument as may be varied, amended, supplemented, restated, novated or replaced, from time to time.
- 6.1.8.3 A reference to any document, agreement, deed or other instrument (including, without limitation, references to the Contract), means a reference to such document, agreement, deed or other instrument and to all appendices, annexes, schedules and parts attached or relatable thereto, all of which shall form an integral part of such document, agreement, deed or other instrument, as the case may be.
- 6.1.8.4 A reference to any Applicable Law includes any amendment, modification, re-enactment or change in interpretation or applicability of such Law and a reference to any statutory body or authority includes a reference to any successor as to such of its functions as are relevant in the context in which the statutory body or authority was referred to.
- 6.1.8.5 Where a word or phrase has a defined meaning, any other part of speech or grammatical form in respect of the word or phrase has a corresponding meaning.
- 6.1.8.6 The words 'include' and 'including' are to be construed without limitation. The terms 'herein', 'hereof', 'hereto', 'hereunder' and words of similar purport refer to the Contract as a whole. Where a wider construction is possible, the words 'other' and 'otherwise' shall not be construed ejusdem generis with any foregoing words.
- 6.1.8.7 In the Contract, headings are for the convenience of reference only and are not intended as complete or accurate descriptions of the content thereof and shall not be used to interpret the provisions of the Contract.
- 6.1.8.8 Any obligation not to do something shall be deemed to include an obligation not to suffer, permit or cause that thing to be done. An obligation to do something shall be deemed to include an obligation to cause that thing to be done.
- 6.1.8.9 The rule of interpretation which requires that a Contract be interpreted against the person or Party drafting it shall have no application in the case of this Contract.
- 6.1.8.10 References to a person (or to a word importing a person) shall be construed so as to include:
- i. Individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other Governmental Authority (whether or not in each case having separate legal personality);
 - ii. That person's successors in title and assigns or transferees permitted in accordance with the terms of the Contract; and
 - iii. References to a person's representatives shall be to its officers, Personnel, legal or other professional advisors, subcontractors, agents, attorneys and other duly authorized representatives.

6.2 Commencement, completion, modification and termination of contract

6.2.1 Effectiveness of Contract: This Contract shall come into effect on the date the Contract is signed by both the Parties, or such other date as may be stated in the SC.

6.2.2 Commencement of Services: The Consultants shall commence the Services within the 15 (fifteen) days of issue of LOA.

6.2.3 Expiration of Contract: Unless terminated earlier pursuant to relevant clauses in this contract hereof, this Contract shall expire when Services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the SC.

6.2.4 Modification: Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

6.2.5 Force Majeure

6.2.5.1 Definition: For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical to be considered impossible under the circumstances, and includes, but not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions.

6.2.5.2 No Breach of Contract: The failure of a party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:

- i. has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and
- ii. has informed the other party as soon as possible about the occurrence of such an event.
- iii. the dates of commencement and estimated cessation of such event of Force Majeure; and
- iv. the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Contract.

6.2.5.3 The Parties agree that neither Party shall be able to suspend or excuse the non-performance of its obligations hereunder unless such Party has given the notice specified above.

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

6.2.7 Payments: During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the services and in reactivating the services after the end of such period.

6.3 Termination

6.3.1 By the client: The Client may terminate this Contract, by not less than thirty (30) days' or sixty (60) written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in this clause:

- i. if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within a period of sixty (60) days, after being notified or within such further period as the Client may have subsequently approved in writing;
- ii. within thirty (30) days, if the Consultants become insolvent or bankrupt;
- iii. if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- iv. within thirty (30) days, if the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant clauses hereof;
- v. within thirty (30) days, if the Consultant submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client. If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client;
- vi. within thirty (30) days, if the Consultant, in the judgment of the Client has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract;
- vii. if the Client, in its sole discretion and for any reason whatsoever, within a period of sixty (60) days' decides to terminate this Contract.

6.3.2 By the Consultants: The Consultants may terminate this Contract, by not less than thirty (30) day's' written notice to the Client, such notice to be given after the occurrence of the events specified in this clause:

- i. if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to relevant clauses hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue; or
- ii. if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

6.3.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to actual Termination, or upon expiration of this Contract pursuant to relevant clause hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in relevant clause hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 3.6 hereof, (iv) the rights of indemnity of the Client specified in clause 11 and (v) any right which a Party may have under the Applicable Law.

6.3.4 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to relevant clauses hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by

the Consultant and equipment and materials furnished by the Client, the Consultant shall handover all project documents under procedure described in this contract.

6.3.5 Payment upon termination: Upon termination of this Contract, the Client will make the following payments to the Consultants:

- i. Remuneration pursuant to relevant clauses for Services satisfactorily performed prior to the effective date of termination;
- ii. If the Contract is terminated pursuant to Clause 6.3.1 i, ii, iv, v or vi, the Consultant shall not be entitled to receive any agreed payments upon termination of the Contract. However, the Client may consider to make payment for the part satisfactorily performed on the basis of the quantum merit as assessed by it, in its sole discretion, if such part is of economic utility to the Client. Under such circumstances, upon termination, the Client may also impose liquidated damages as per the provisions of relevant clauses of this Contract. The consultant will be required to pay any such liquidated damages to Client within 30 days of termination date.

6.3.6 Disputes about Events of Termination: If either Party disputes Termination of the contract under relevant clauses hereof, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration under relevant clauses hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

6.4 Obligations of the Consultants

6.4.1 General: The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or third parties. Since the Delhi Mumbai Industrial Corridor project is being implemented as a joint venture between State Government and DMICDC, any State Government agency as appointed by the State Government is to be continuously consulted, besides the Client, as a major stakeholder in the Project.

6.4.2 Conflict of interest

6.4.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.: The remuneration of the Consultants pursuant to relevant clauses hereof shall constitute the Consultant's sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants and agents of either of them, similarly shall not receive any such additional remuneration.

6.4.2.2 Consultants and Affiliates Not to Engage in Certain Activities: The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services for the period of two years.

6.4.2.3 Prohibition of Conflicting Activities: Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- i. during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; and
- ii. after the termination of this Contract, such other activities as may be specified in the SC.

6.4.3 Confidentiality: The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

6.4.4 Consultant's Actions Requiring Client's Prior Approval: The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

- i. entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub consultant and its Personnel pursuant to this Contract, (iii) that the extent of sub-contracting would be restricted to 30 (thirty) percent of the contract price, and (iv) the Client will be provided by the Consultant with particulars (name, financial & technical background, sub-consultancy fee) of the sub-consultant.
- ii. appointing such members of the Personnel, as are not mentioned in the Technical Proposal, and
- iii. any other action that may be specified in the SC.

6.4.5 Reporting Obligations: The Consultants shall submit to the Client the reports and documents specified in TOR, in the numbers, and within the periods set forth in this contract.

6.4.6 Documents Prepared by the Consultants to be the Property of the Client: All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultants pursuant to this contract shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

6.4.7 Liability of the Consultants: Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be as provided by the Applicable Law.

6.4.8 Insurance to be taken out by the Consultants: The Consultants (i) shall take out and maintain, and shall cause any Sub consultants to take out and maintain, at their (or the Sub consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverages, as shall be specified in the Special Conditions (SC), and (ii) within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and

maintained under this clause, the Consultant shall furnish to the Client, copies of such policy certificates, copies of the insurance certificates and evidence that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the terms of this Contract. (iii) if the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Client will apart from having other recourse available under this Contract have the option without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultants, and the Consultants shall be liable to pay such amounts on demand by the Client. (iv) the insurance policies so procured shall mention the Client as the beneficiary of the Consultants and the Consultants shall procure an undertaking from the insurance company in this regard.

6.5 Consultants' personnel

6.5.1 Description of Personnel

6.5.1.1 The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultants' core team are described in this contract. The core team are hereby approved by the Client. If additional work is required beyond the scope of the Services specified in TOR, the level of effort and/or staff assigned may be increased by agreement in writing between the Client and the Consultants, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in this Contract.

6.5.1.2 If required to comply with the provisions of this Contract, adjustments with respect to level of effort, staff assignments, time may be made by the Consultants by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement, scope, qualifications of team or deliverables and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in this Contract. Any other such adjustments shall only be made with the Client's prior written approval.

6.5.2 Removal and/or Replacement of Key Professional

6.5.2.1 The Client will not normally consider substitutions except in cases of incapacity of key professional for reasons of health. Similarly, after award of contract the Client expects all the proposed key professional to be available during implementation of the contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of 15 (fifteen) percent of key professional (considering equal weighting for each key professional) and that too by only equally or better qualified and experienced personnel. During the course of providing services, substitution of key professional in excess of 15 (fifteen) percent of key professional would call for reduction of remuneration, which will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key professional.

6.5.2.2 For key professional replaced for the second time, the remuneration payable will not exceed 80 (eighty) percent of the remuneration which would have been payable for the first replaced personnel replaced for the remaining period.

6.5.2.3 If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore,

forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

6.5.2.4 Any of the Personnel provided as a replacement under clauses above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the personnel replaced.

6.6 Obligations of the client

6.6.1 Assistance and Exemptions: Unless otherwise specified in the SC, the Client will use its best efforts to ensure that the Government will provide the Consultants, Sub-consultants and Personnel with work permits and such other documents as necessary to enable the Consultants, Sub consultants or Personnel to perform the Services:

6.6.1.1 assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all supporting papers for necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India;

6.6.1.2 facilitate prompt clearance through customs of any property required for the Services;

6.6.1.3 issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

6.6.2 Access to land: The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services.

6.7 Payments to the consultants

6.7.1 Payment terms: The Consultants total remuneration including out of pocket expenses shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-consultants' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services. In addition to these, any conditions mentioned in the SC shall also be applicable to this contract. The Contract Price may only be increased, if the parties have agreed to additional payments in accordance with relevant clauses hereof.

6.7.2 No payment shall become eligible for the next stage until the Consultant completes to the satisfaction of the Client the work pertaining to the preceding stage.

6.7.3 Currency: The price is payable in local currency i.e. Indian Rupees.

6.7.4 Payment for Additional Services: For the purpose of determining the remuneration due for additional services as may be agreed under relevant clauses for modification in this contract.

6.8 Settlement of disputes

6.8.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

6.8.2 Disputes Settlement: Any dispute between the Parties as to matters arising out of and relating to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provision specified in the SC.

6.9 Responsibility for accuracy of project documents

6.9.1 General

6.9.1.1 The Consultant shall be responsible for accuracy of the Designs, drawings, estimate and all other details prepared by him as part of these services. He shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project. The Consultant will also be responsible for correcting, at his own cost and risk, the drawings including any re-survey/ investigations and correcting layout etc. if required during the execution of the Services.

6.9.1.2 The Consultant shall be fully responsible for the accuracy of plans and drawings. The Consultant shall indemnify the Client against any inaccuracy / deficiency in the designs and drawings noticed and the Client will bear no responsibility for the accuracy of the designs and drawings submitted by the Consultants.

6.10 Liquidated damages

If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the consultant shall pay to the Client, fixed and agreed liquidated damages, and not as penalty, @ 1% of the contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the total contract fees.

6.11 Representation, warranties and disclaimer

6.11.1 The Consultant represents and warrants to the Client that:

- 6.11.1.1 it is duly organised, validly existing and in good standing under the applicable laws of its Country;
- 6.11.1.2 it has full power and authority to execute, deliver and perform its obligations under this Contract and to carry out the transactions contemplated hereby;
- 6.11.1.3 it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Contract;
- 6.11.1.4 it has the financial standing and capacity to undertake the Project;
- 6.11.1.5 this Contract constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- 6.11.1.6 it is subject to laws of India with respect to this Contract and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- 6.11.1.7 there are no actions, suits, proceedings, or investigations pending or, to the Consultant's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Consultant under this Contract or materially affect the discharge by the Consultant of its obligations under the Contract.

- 6.11.1.8 no representation or warranty by the Consultant contained herein or in any other document furnished by it to the Client contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and,
- 6.11.1.9 no sums, in cash or kind, have been paid or will be paid, by or on behalf of the Consultant, to any person by way of fees, commission or otherwise for securing the Contract or for influencing or attempting to influence any officer or employee of the Client in connection therewith.

6.12 Miscellaneous

6.12.1 Assignment and Charges

- 6.12.1.1 The Contract shall not be assigned by the Consultant save and except with prior consent in writing of the Client, which the Client will be entitled to decline without assigning any reason whatsoever.
- 6.12.1.2 The Client is entitled to assign any rights, interests and obligations under this Contract to third parties.

6.12.2 Indemnity: The Consultant agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Consultant of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consultant including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client; (c) any Services related to or rendered pursuant to the Contract (collectively "Indemnified matter"). As soon as reasonably practicable after the receipt by the Client of a notice of the commencement of any action by a third party, the Client will notify the Consultant of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Consultant from any liability which it may have to the Client or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise.

6.12.3 Governing Law and Jurisdiction: The Contract shall be construed and interpreted in accordance with and governed by the Applicable Law of India and subject to relevant clauses hereof and the SC, the Courts at Gandhinagar, India shall have jurisdiction over all matters arising out of or relating to the Contract.

6.12.4 Waiver

- 6.12.4.1 Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations or under the Contract:
- i. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under the Contract;
 - ii. shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and
 - iii. shall not affect the validity or enforceability of the Contract in any manner.

- 6.12.4.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of the Contract or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance or any variation or the relinquishment of any such right hereunder.
- 6.12.5 Survival: Termination of the Contract (a) shall not relieve the Consultant or the Client of any obligations hereunder which expressly or by implication survive Termination hereof, and (b) except as otherwise provided in any provision of the Contract expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.
- 6.12.6 Notices: Unless otherwise stated, notices to be given under the Contract including but not limited to a notice of waiver of any term, breach of any term of the Contract and termination of the Contract, shall be in writing and shall be given by hand delivery, recognised international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses specified in the SC. The notices shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognised international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.
- 6.12.7 Severability: If for any reason whatever any provision of the Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under the Contract or otherwise.
- 6.12.8 No Partnership: Nothing contained in the Contract shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.
- 6.12.9 Language: All notices required to be given under the Contract and all communications, documentation and proceedings which are in any way relevant to the Contract shall be in the language specified the SC.
- 6.12.10 Exclusion of Implied Warranties etc.: The Contract expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by any Party not contained in the Contract.
- 6.12.11 Agreement to Override Other Agreements: The Contract supersedes all previous agreements or arrangements between the Parties, including any memorandum of understanding entered into in respect of the contents hereof and represents the entire understanding between the Parties in relation thereto.
- 6.12.12 Counterparts: The Contract may be executed in two counterparts, each of which when executed and delivered shall constitute an original of the Contract.

III. Special Conditions of Contract

The Special Conditions of Contract

The Special Conditions (SC) of contract contains number of amendments and supplements to clauses in the General Conditions of the Contract.

6.1.1 (J) The Member in-charge is [name of consultant].

6.1.13 The language is English.

6.1.4 The client address is [name, designation, telephone, facsimile, address].

6.1.4 The consultant address is [name, designation, telephone, facsimile, address].

6.1.6 The Authorized Representative for the client is [name, designation].

6.1.6 The Authorized Representative for the consultant is [name, designation].

6.1.7 For domestic consultants/personnel and foreign consultants/personnel who are permanent residents in India The Consultants and the personnel shall pay the taxes, duties, fees, levies/expenses and other impositions levied under the existing, amended or enacted laws during life of this contract and the Client will perform such duties in regard to the deduction of such tax as may be lawfully imposed. Applicable GST will be reimbursed as per applicable rates. All other applicable taxes, levies, duties, etc., if any, shall be borne by Consultant.

6.2.1 The date on which this Contract will come into effect is [date].

6.2.3 The duration of assignment shall be 22 (Twenty-two) months with option to extend with mutual written agreement.

6.4.7 Limitation of the Consultants' Liability towards the Client

a) Except in case of negligence or wilful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:

i. for any indirect or consequential loss or damage; and

ii. For any direct loss or damage that exceeds (i) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder, or (ii) the proceeds the Consultants may be entitled to receive from any insurance maintained by the consultants to cover such a liability, whichever of (i) or (ii) is higher.

b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.

6.4.8 Risks and coverage

a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub consultants or their Personnel for the period of consultancy.

- b) Third Party liability insurance with a minimum coverage, for Rs.1, 00, 00,000/- (Rupees one crore) for the period of consultancy.
- c) Professional Liability Insurance: Consultants will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Consultant's negligence, breach in the performance of its duties under this Contract from an Insurance Company permitted to offer such policies in India, for a period of five years beyond completion of Consultancy Services commencing from the Effective Date, (i) For an amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder or (ii) the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency]. The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount stated in the contract. In case of joint venture or 'in association', the policy should be in the name of joint venture / in association entity and not by the individual partners of the joint venture/association.
- d) Employer's liability and workers' compensation insurance shall be in respect of the Personnel of the Consultants and of any Sub consultant, in accordance with the relevant revisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start from the date of commencement of services and remain effective as per relevant requirements of contract agreement.
- e) Any other insurance that may be necessary to protect the Client, its employees and its assets (against loss, damage or destruction, at replacement value) including rioting and all Force Majeure Events that are insurable.

6.7.1 Consultancy fee will be paid in accordance with the following milestone base payment schedule:

Sr.	Milestone	Payment (in % of total fee)
1.	Inception report	10%
2.	Survey and Investigation Report along with preliminary alignment design	15%
3.	Interim Report	20%
4.	Draft Detailed Project Report	25%
5.	Final Detailed Project Report	5%
6.	Tender Drawings and Technical Specification	10%
7.	Environmental and Social Impact Assessment	5%
8.	Handholding Period (equal monthly payments during the period of 12 (Twelve months)	10%

Coordination, technical support and other activities related to all utilities, trunk infrastructure continue as part of responsibility of the Consultant throughout the engagement of the Consultant and are not specific to any milestone.

Each milestone to be designated as complete and eligible for payment must be approved by PMNC. The consultant shall ensure that all submissions with regard to each milestone shall cover full scope under the respective deliverable. Consultant shall submit the milestone so as PMNC/ Client have at least 14 days to check for

completeness, review and comments. Incomplete submissions shall be returned to Consultant. Subsequent submissions (revised) may have a shorter review period of 7 days if the consultant has addressed all the comments in the previous submissions. The consultant will address the review comments of each milestone within maximum of 3 submissions (one original and two resubmissions). The consultant shall account for appropriate time in their base line schedule. Under no circumstances, the consultant is eligible for payment if milestone is not approved by PMNC and DICDL or Railways. However in respect of Draft Preliminary Design Report milestone deliverable, the payment shall be made on completeness of submission.

Payment shall be made within 45 days of receipt of the invoice and approval of the relevant deliverables. However, the final payment on achievement of all milestones shall be made within 75 days of receipt of invoice by the Client.

6.1.1 (n) Performance security

- i. The Consultant shall prior to the Effective Date and as a condition precedent to its entitlement to payment under this Contract, provide to the Client a legal, valid and enforceable Performance Security in the form of an unconditional and irrevocable bank guarantee as security for the performance by the Consultant of its obligations under this Contract, in the form set out in this contract, in an amount equal 5 (five) percent of the total cost of Financial Proposal under this Assignment. Further, in the event the term of this Contract is extended, the Consultant shall at least fifteen (15) days prior to the commencement of every Subsequent Year or at least thirty (30) days prior to the date of expiry of the then existing bank guarantee, whichever is earlier, provide an unconditional and irrevocable bank guarantee as Performance Security for an amount equivalent to 5 (five) percent of the total cost of Financial Proposal under this Assignment.
- ii. The Performance Security shall be obtained from a scheduled commercial Indian bank, in compliance with Applicable Laws (including, in case the Consultant is a non-resident, in compliance with applicable foreign exchange laws and regulations). {In the event the Consultant is a joint venture consortium, the Performance Security may be provided by any Member; provided that such Performance Security shall mention the details of this Contract and the other Members.}
- iii. The Performance Security shall be extended accordingly such that the Performance Security remains valid until the expiry of a period of twelve (12) months from the date of submission of the last deliverable under this Contract. If the Client shall not have received an extended/ replacement Performance Security in accordance with this clause at least thirty (30) days prior to the date of expiry of the then existing Performance Security, the Client shall be entitled to draw the full amount of the bank guarantee then available for drawing and retain the same by way of security for the performance by the Consultant of its obligations under this Contract until such time as the Client shall receive such an extended/ replacement Performance Security whereupon, subject to the terms of this Contract, the Client will refund to the Consultant the full amount of the bank guarantee, unless the Client has drawn upon the Performance Security in accordance with the provisions of this Contract, in which case only the balance amount remaining will be returned to the Consultant; provided that the Client will not be liable to pay any interest on such balance. The Client will return the bank guarantee provided as Performance Security to the issuer thereof for cancellation promptly upon receipt of any extension/ replacement thereof. Subject to satisfactory completion of all deliverables under this Contract, the Performance Security will, subject to any drawdowns by the Client in accordance with the

provisions hereof, be released by the Client within a period of twelve (12) months from the date of submission of the last deliverable under this Contract.

- iv. The Client shall have the right to claim under the Performance Security and appropriate the proceeds if any of the following occur:
- a) the Consultant becomes liable to pay liquidated damages;
 - b) occurrence of any of the events listed in sub-clauses (a) through (f) of Clause 6.3.1 of the GCC;
 - c) any material breach of the terms hereof; and/or
 - d) without prejudice to paragraph above, the Consultant fails to extend the validity of the Performance Security or provide a replacement Performance Security in accordance with the provisions of this Contract.

6.8.2 Dispute settlement: If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RfP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by arbitration. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the parties. In case of failure of the parties to mutually agree on the name of a sole arbitrator, the arbitral tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator. The seat of arbitration shall be Gandhinagar and the arbitration shall be conducted in the English language. The Arbitration and Conciliation Act, 1996 shall govern the arbitral proceedings. The award rendered by the arbitral tribunal shall be final and binding on the parties.

Annexure A : Form of Bank Guarantee for Performance Security

(To be stamped in accordance with Stamp Act if any, of the country for issuing bank)

Ref.: Bank Guarantee:

Date:

Dear Sir,

In consideration of M/s Dholera Industrial City Development Limited (hereinafter referred as the 'Client', which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s [name of consultant] a [type of company], established under laws of [country] and having its registered office at [address] (hereinafter referred to as the 'Consultant' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), an Assignment for preparation of [name of assignment] Contract by issue of Client's Contract Letter of Award No. [reference] dated [date] and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at Rs. [amount in figures and words] for (Scope of Work) (hereinafter called the 'Contract') and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. [amount in figures and words] to the Client for performance of the said Agreement.

We [Name of Bank] incorporated under [law and country] having its Head Office at [address](hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the Client immediately on demand an or, all monies payable by the Consultant to the extent of Rs. [amount in figure and words] as aforesaid at any time up to [date] without any demur, reservation, contest, recourse or protest and/ or without any reference to the Consultant. Any such demand made by the Client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until the Client discharges this guarantee.

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 the advance or to extend the time for performance of the Contract by the Consultant nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the contract or other documents. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Client and the Consultant any other course or remedy or security available to the client. The Bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the client may have in relation to the Consultant's liabilities.

This Guarantee shall be irrevocable and shall remain in full force and effect until discharge by the Bank of all its obligations hereunder.

This Guarantee shall not be affected by any change in the constitution or winding up of the Consultant /the Bank or any absorption, merger or amalgamation of the Consultant /the bank with any other Person.

Notwithstanding anything contained herein above our liability under this guarantee is limited to Rs. [amount in figure and words] and it shall remain in force up to and including [date] and shall extend from time to time for such period(s) (not exceeding one year), as may be desired by M/s [name of consultant] on whose behalf this guarantee has been given. Date this [date in words] day [month] of [year in 'yyyy' format] at [place].

WITNESS

1. [signature, name and address]

2. [signature, name and address]

[Official Address]

Designation

[With Bank Stamp]

Attorney as Per Power of Attorney No.

Dated

Strike out, whichever is not applicable.

The date will be fixed as indicated in S.C.C.

The stamp papers of appropriate value shall be purchased in the name of bank which issues the 'Bank Guarantee'. The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India or a foreign bank through a correspondent bank (scheduled) located in India or directly by a foreign bank which has been determined in advance to be acceptable to the Client.

Annexure B : Brief Profile of the Project Area

1. Introduction

It is proposed in Development Plan of Dholera SIR that a BG loop line be constructed from the existing Ahmedabad - Botad line to Dholera, so as to provide a direct link from DSIR to the rest of the Indian Railways System. On discussion with Indian Railways (IR), IR mentioned that the nearest station to Dholera is Bhimnath. So a BG line shall be developed between Bhimnath and DSIR.

New rail line of 30 km length to be developed between Bhimnath and proposed Logistic hub in Dholera. It will act as feeder route to Dedicated Freight Corridor (DFC).



Figure: Existing Rail connectivity in proximity of major cities of Gujarat

2. Salient Features of Project (As provided in DPR prepared by Western Railways)

S No	Particulars	Quantity	Unit
1	Length	28.6	Kms.
2	Requirement of land	208.71	Hectare
3	Earthwork Quantity		
3.1	Bank	20.9	Lakh Cum
3.2	Cutting	0.25	Lakh Cum
4	Maximum height of bank	5	M
5	Maximum depth of cutting	1.5	M
6	Bridges		

6.1	Important	0	Nos.
6.2	Major	3	Nos.
6.3	Minor	29	Nos.
7	Ruling Gradient	1 in 200	
8	Sharpest Curve	730	M Radius
9	No.of curves	6	Nos.
10	No.of stations	4	(4 B Class)
11	Road Crossings		
11.1	Road over Bridges:	0	Nos
11.2	RUB/ LHS	7	Nos
11.3	Manned Level Crossings	0	Nos
11.4	Unmanned Level crossings	0	Nos
12	Track Structure	60 kg New Rail on PSC Sleepers 1660, 350 mm Ballast cushion.	
13	Signalling Standard	Std II R with Panel Interlocking	
14	Number of Staff Quarters	0	Nos

Total Cost of the project as per Cost Estimates in Detail Project Report prepared by Western Railways	INR 301.78 Crores
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Annexure C : List of Available Survey Data

S. No.	Information	Reports in which information is available	Extent of Information
1.	Alignment and Project details	Detailed Project Report prepared by Western Railways	Traffic assessment, project development facilities and financial analysis
2.	Traffic Assessment and Project Details	Preliminary Engineering Cum Traffic Survey for GC Conversion between Botad and Bhimnath and extension from Bhimnath to Dholera on Bhavnagar Division	Traffic assessment and financial analysis
3.	Information related to EIA	Environment Impact Assessment of DSIR	All information related to Environment clearances.
4.	Development Plan and GDCR	Report 1- Development Plan- DSIRDA	Information available for framework for the long term growth of the area of the DSIR for a period of 30 years starting from 2010.
5.	Town Planning Schemes of TP2 and TP3	Report 2 - General development Control Regulations	Drawings for Final plot Plan as per Draft TP Scheme -2 and 3.
6.	Social and Physical Infrastructure, Parks and open spaces		Locations of Social Infrastructure, Open green spaces, Parks, Locations of Major Physical Infrastructures within TP2W area.