

**REQUEST FOR PRE-QUALIFICATION
AND
REQUEST FOR PROPOSAL
FOR
SELECTION OF CONSULTANT FOR
PROVIDING ASSISTANCE TO TOWN PLANNING
OFFICERS (TPOs)
FOR
FINALISING THE TP SCHEMES**

**Gujarat Infrastructure Development Board (GIDB)
8th-9th Floor, Block no. 18,
Udyog Bhavan, Sector-11,
'GH-4' Circle, Gandhinagar – 3982017,
Gujarat, India
Phone No: 91-79-23232701-4-6, Fax No: 91-79-23222481
Website: www.gidb.org E-mail: ceo@gidb.org**

Letter of Invitation

Dated: ____/____/____

To,

Sub: SELECTION OF CONSULTANT FOR PROVIDING ASSISTANCE TO TOWN PLANNING OFFICERS (TPOs) FOR FINALISING THE TP SCHEMES AT DHOLERA SPECIAL INVESTMENT REGION.

Dear Sir,

We are pleased to invite you to participate in the Bidding Process relating to – SELECTION OF CONSULTANT FOR PROVIDING ASSISTANCE TO TOWN PLANNING OFFICERS (TPOs) FOR FINALISING THE TP SCHEMES AT DHOLERA SPECIAL INVESTMENT REGION.

The RFP is enclosed herewith.

We look forward to your participation and professional services.

Thanking you,

Yours faithfully,

Gujarat Infrastructure Development Board (GIDB)
8th-9th Floor, Block no. 18,
Udyog Bhavan, Sector-11,
'GH-4' Circle, Gandhinagar – 3982017,
Gujarat, India
Phone No: 91-79-23232701-4-6, Fax No: 91-79-23222481
Website: www.gidb.org E-mail: ceo@gidb.org

NOTICE INVITING REQUEST FOR QUALIFICATION CUM PROPOSAL

Sealed bids in placement are invited from reputed Consultant/Agencies having valid contract Labor license with a minimum of 2 years of continuous relevant work experience in supplying Manpower Services to Central Govt./CPSU/Other reputed organizations for providing services to Gujarat Infrastructure Development Board by deployment of manpower on the terms and conditions specified herein.

Sr. No.	Name of the Work	Last Date / Time of Submission	Opening of Technical Bid
1	SELECTION OF CONSULTANT FOR PROVIDING ASSISTANCE TO TOWN PLANNING OFFICERS (TPOs) FOR FINALISING THE TP SCHEMES AT DHOLERA SPECIAL INVESTMENT REGION.	17:00 Hrs. on 07.05.2015	15:30 Hrs on 14.05.2015

Bidder submitting the downloaded version would need to pay the Bid processing fee as specified in the section 2.4 along with the bid. All other terms and conditions for submission of tender are described in this RFQ cum RFP.

The client reserves the right to accept or reject any or all the tenders without assigning any reason thereof.

Telefax.No.

.....

Email:

CEO, GIDB

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GLOSSARY

Contract Agreement	As defined in Annexure 10
Applicant, Bidder	As defined in Clause 2.1.1
Bid Security	As defined in Clause 2.21
Client	As defined in Disclaimer
Conflict of Interest	As defined in Clause 2.1.9
INR, Rs.	Indian Rupee(s)
Lead Member	As defined in Clause 2.1.1
LOA	Letter of Award
RFP	As defined in Disclaimer
Sole Firm	As defined in Clause 2.1.1
TOR	As defined in Clause 3
DILR	District Inspector for Land Records
TPS	Town Planning Scheme

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

DISCLAIMER

The information contained in this Request for Pre-qualification and Request for Proposal document (hereinafter referred to as **"RFQ cum RFP"**) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the **CEO, Gujarat Infrastructure Development Board** (hereinafter referred to as **"GIDB"**), (the **"Client"**) or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFQ cum RFP and such other terms and conditions subject to which such information is provided.

The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers pursuant to this RFQ cum RFP (the "Bid"). This RFQ cum RFP includes statements, which reflect various assumptions and assessments arrived at by the GIDB in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFQ cum RFP may not be appropriate for all persons, and it is not possible for the GIDB, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFQ cum RFP. The assumptions, assessments, statements and information contained in this RFQ cum RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFQ cum RFP and obtain independent advice from appropriate sources.

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

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

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

The GIDB may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFQ cum RFP.

The issue of this RFQ cum RFP does not imply that the GIDB is bound to select a Bidder or to appoint the Selected Bidder, as the case may be,

And the GIDB reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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

1.0 Introduction

1.1 Background

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 (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 920km² 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. DMICDC, with support of GIDB-(the State Nodal Agency for this development), plans 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.

The Development Plan for DSIR, Gujarat has been prepared and is available at www.dmicdc.com and www.dholerasir.com. The proposed development plan has been divided into three phases with a preliminary list of potential projects. The proposed development phasing in the Development Plan was indicative and since then, Government of Gujarat has incorporated the methodology of town planning schemes in DSIR area to ensure delivery of serviced land that can benefit the local population and the private sector.

1.2 Objective

The main objective of the assignment is:

- i. PROVIDING ASSISTANCE TO TOWN PLANNING OFFICERS (TPOs) FOR FINALISING THE TP SCHEMES AT DHOLERA SPECIAL INVESTMENT REGION.

1.3 Summary of bidding process

Sl. No	Event	Date	Time & Venue
1	Issue of RFQ cum RFP	01/04/2015	11:00 hrs
2	Last date for receiving queries/requests for clarifications	08/04/2015	17:00 hrs
3	Pre Bid Meeting	13/04/2015	11:00 hrs Gujarat Infrastructure Development Board (GIDB) 8th-9th Floor, Block no. 18, Udyog Bhavan, Sector-11 Gandhinagar 382017
4	Client's response to queries/requests for clarifications	20/04/2015	17:00 hrs
5	Last Date of Submission of RFQ cum RFP	07/05/2015	By 17:00 hrs
6	Opening of Technical Bids	14/05/2015	15:30 hrs
7	Opening of Financial Bids	21/05/2015	12:30 hrs
8	Bid Processing Fee (non-refundable)	Rs.10,000.00 (Ten Thousand Only)	Demand Draft of Nationalised Bank favouring ' Gujarat Infrastructure Development Board (GIDB) ', Gandhinagar, Gujarat
9	Bid Security	Rs. 1,00,000.00 (One Lac Only)	Demand Draft of Nationalised Bank favouring ' Gujarat Infrastructure Development Board (GIDB) ', Gandhinagar, Gujarat
10	Place of Bid Submission		Through e portal (www.nprocure.com) and hard copies of bids at Gujarat Infrastructure Development Board (GIDB) 8th Floor, Block no. 18, Udyog Bhavan, Sector-11 Gandhinagar 382017

2.0 Instructions to the Consultants

A. General

2.1 General Terms of Bidding

- 2.1.1 Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFQ cum RFP. In case an applicant firm possesses the experience and capabilities required for undertaking the Consultancy as mentioned in Clause 2.22 , it may participate in the Selection Process either individually (the “Sole Firm”) or as lead member of a consortium of firms (the “Lead Member”) in response to this invitation. The term applicant/ bidder (the “Applicant”) means the Sole Firm or the Lead Member, as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFQ cum RFP.
- 2.1.2 The 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. 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 the Client’s decisions are without any right of appeal whatsoever. An applicant is eligible to submit only one Bid combined for entire assignment.
- 2.1.3 Notwithstanding anything to the contrary contained in this RFQ cum RFP, the detailed terms specified in the draft Contract Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract Agreement.
- 2.1.4 The Bidder should submit a Power of Attorney as per the format at **Annexure - 2**, authorizing the signatory of the Bid. In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at **Annexure – 3(A)**.
- 2.1.5 The Bid should be furnished in the format at **Annexure -8**, clearly indicating the bid amount in both figures and words, in Indian Rupees, and signed by the Bidder’s authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 2.1.6 Bids submitted with any condition or additional stipulation shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.7 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.8 The Bidding Documents including this RFQ cum RFP and all attached documents are

and shall remain the property of the GIDB and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The GIDB will not return any Bid or any information provided along therewith.

2.1.9 Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the GIDB shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as genuine pre-estimated compensation and damages payable to the GIDB for, inter alia, the time, cost and effort of the GIDB including consideration of such Bidder's proposal, without prejudice to any other right or remedy that may be available to the GIDB hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:

- i) such Bidder (or any constituent thereof) and any other Bidder (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding in a Bidder or a constituent thereof in the other Bidder(s) (or any of its constituents) is less than 1% of its paid up and subscribed capital; or
- ii) a constituent of such Bidder is also a constituent of another Bidder; or
- iii) such Bidder receives or has received any direct or indirect subsidy from any other Bidder, or has provided any such subsidy to any other Bidder; or
- iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- v) such Bidder has a relationship with another Bidder, 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 Bid of either or each of the other Bidder.

2.1.10 Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the GIDB in relation to the Project is engaged by the Bidder in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Contract Agreement. In the event any such adviser is engaged by the Selected Bidder, after issue of the LOA or execution of the Contract Agreement, then notwithstanding anything to the contrary contained herein or in the LOA or the Contract Agreement and without prejudice to any other right or remedy of the GIDB including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the GIDB may have there under or otherwise, the LOA or the Contract Agreement, as the case may be, shall be liable to be terminated

without the GIDB being liable in any manner whatsoever to the Selected Bidder for the same.

2.1.11 This RFQ cum RFP is not transferrable.

2.1.12 Any award of Contract pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.1.13 Further details of the process to be followed at the Bid Stage and the terms thereof are spelt out in this RFP.

2.2 In case of Consortium

The consultants in the consortium shall not be allowed to bid for the project individually. Further, one party cannot be a part of more than one consortium. It is explicitly declared that such bids will be treated as non-responsive, and shall not be considered for the project; and the bid security of both the consortiums shall be forfeited. **The Team Leader must be from the lead Member of the Consortium.**

2.3 Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The GIDB will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process. In the event of any contradiction between the details furnished in this RFQ cum RFP and the same obtained through Bidders' own means, the data provided in RFQ cum RFP will prevail.

2.4 Bid Processing Fees

The consultants would be required to pay **Rs. 10,000 _/- (Rupees __Ten Thousand _ only)**, as bid processing fees in the form of demand draft in favour of **Gujarat Infrastructure Development Board (GIDB)** payable at Gandhinagar. The demand draft must be submitted along with the Proposal. Proposals not accompanied by bid processing fees shall be rejected outright as non-responsive. The bid processing fees is non- refundable.

2.5 Site visit and verification of Information

2.5.1 Bidders are advised to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, existing infrastructure facilities, location, surroundings, climate, availability of essential infrastructure (i.e. power, water, waste water etc.), access to site, weather data, applicable laws and regulations, and any other matter considered relevant by them.

2.5.2 However, it shall be deemed that by submitting a Bid, the Bidder has:

- a) made a complete and careful examination of the Bidding Documents;
- b) received all relevant information requested from the GIDB;
- c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the GIDB relating to any of the matters referred to in Clause 2.5.1 above;
- d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed Bid in accordance with the Bidding Documents and performance of all of its obligations there under;
- e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the GIDB, or a ground for termination of the Contract Agreement.

2.5.3 The GIDB shall not be liable for any omission, mistake or error on the part of the Bidder 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, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the GIDB.

2.6 Right to accept and to reject any or all Bids

2.6.1 Notwithstanding anything contained in this RFP, the GIDB reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.

2.6.2 The Client reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.6.3 The GIDB reserves the right to reject any Bid and appropriate the Bid Security if:

- a) at any time, a material misrepresentation is made or uncovered, or
- b) the Bidder does not provide, within the time specified by the GIDB, the supplemental information sought by the GIDB for evaluation of the Bid.

Such misrepresentation / improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium shall be disqualified

/ rejected. If such disqualification / rejection occur after the Bids have been opened and the Bidder gets disqualified / rejected, then the GIDB reserves the right to:

- i) take any such measure as may be deemed fit in the sole discretion of the GIDB including annulment of the Bidding Process.

2.6.4 In case it is found during the evaluation or at any time before signing of the Contract Agreement or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if the Bidder has already been issued the LOA or has entered into the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFQ cum RFP, be liable to be terminated, by a communication in writing by the GIDB to the Bidder, without the GIDB being liable in any manner whatsoever to the Bidder. In such an event, the GIDB shall forfeit and appropriate the Bid Security, as the case may be, as genuine pre-estimated compensation and damages payable to the GIDB for, inter alia, time, cost and effort of the GIDB without prejudice to any other right or remedy that may be available to the GIDB.

2.6.5 The GIDB reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFQ cum RFP or the Bidding Documents. Failure of the GIDB to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the GIDB there under.

2.6.6

B. Documents

2.7 Contents of the RFQ cum RFP

Volume I		Request For Proposal Document
		Letter of Invitation
		Glossary
		Disclaimer
		Summary of bidding process
		Introduction
		Instruction to the Consultants
		Terms of Reference
		Evaluation of Bids
		Fraud and Corrupt Practices
		Miscellaneous

Volume II		Annexure
	Annexure 1	Proposal Submission Letter
	Annexure 1(A)	Format for Pre-qualification Proposal (eligible projects)
	Annexure 1(B)	Format for Pre-qualification Proposal (Average Annual turnover)
	Annexure 2	Format of Power of Attorney for signing of Bid
	Annexure 3	Format for Joint Bidding Agreement (in case of JV/ consortium)
	Annexure 3(A)	Format of Power of Attorney for Lead Member of Consortium
	Annexure 4	Firm's References
	Annexure 5	Approach Paper on Methodology and Work Plan For Performing the Assignment
	Annexure 6	Composition of the Team Personnel, And Task(S) of each Team Member
	Annexure 7	Format of Curriculum Vitae (CV) For Key staff
	Annexure 8	Submission Letter of Financial Proposal
	Annexure 9	Schedule of Fees
	Annexure 10	Draft Contract
	Annexure 11	Form of Bank Guarantee for Performance security
	Annexure 12	Brief profile of the project area

2.8 Pre-Bid Meeting

- 2.8.1 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 invitation letter by the Applicant.
- 2.8.2 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 endeavor 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.

2.9 Amendment of RFQ cum RFP

2.9.1 At any time prior to the deadline for submission of Bids, the GIDB may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFQ cum RFP by the issuance of Addenda.

2.9.2 Any Addendum thus issued will be sent in writing to all the Bidders.

2.9.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the GIDB may, at its own discretion, extend the Bid Due Date after considering the time required by Bidders to address such amendment.

2.10 Tentative schedule for selection process

The Client will endeavour to follow the following schedule:

Date of issue of RFQ cum RFP	April 01, 2015
Last date for receiving queries/requests for clarifications	April 08, 2015
Pre-bid meeting	April 13, 2015
Client's response to queries/requests for clarifications	April 20, 2015
Proposal Due Date	May 07, 2015

C. Preparation and Submission of Proposals

2.11 Format and Signing of Bids

2.11.1 The Bidder shall provide all the information sought under this RFQ cum RFP. The GIDB will evaluate only those Bids that are received in the required formats and complete in all respects.

2.11.2 The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.

2.12 Sealing and Marking of Bids

- 2.12.1 The Bidder shall submit the Bid in the format specified at Annexure 1 to 9 and seal it in an envelope and mark the envelope as **“SELECTION OF CONSULTANT FOR PROVIDING ASSISTANCE TO TOWN PLANNING OFFICERS (TPOs) FOR FINALISING THE TP SCHEMES AT DHOLERA SPECIAL INVESTMENT REGION”**.
- 2.12.2 The bid shall comprise a single package containing two separate envelopes. The Pre-qualification Proposal and Bid processing 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],”** and The envelope containing Technical Proposals shall be sealed in an outer cover marked **“RFP – [name of assignment]**. All envelopes shall be placed into an outer sealed envelope bearing the name of assignment, submission address.
- 2.12.3 The envelopes shall be marked as **“PRE-QUALIFICATION PROPOSAL”** **“TECHNICAL PROPOSAL”**, in bold and legible letters to avoid confusion;
- 2.12.4 The Applicant shall submit three (3) copies of Pre-qualification Proposal (one original and two copy), three (3) copies of Technical Proposal (one original and two copy). 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.

The Pre-qualification Proposal:

The Pre-qualification Proposal shall contain the following:

- i) **The pre-qualification proposal should provide details mentioned in clause no 2.22 “ Pre-Qualification” in the formats prescribed in the Annexure 1(A) to Annexure 1(B) and Annexure 3 and 3A (in case of Consortium) to meet the Minimum Qualification Criteria.** The annexure 01 to annexure 02 and annexure 03 and annexure 03A (in case of consortium) of this RFQ cum RFP shall be prepared with all necessary enclosures of credentials and submitted as Pre-qualification envelope.
- ii) Demand Draft of Bid processing fees and Bid Security.

The Technical Proposal

1. The Technical Proposal shall contain the following:
 - i) The Technical Proposal shall contain information indicated in the following paragraphs using the Standard Technical Proposal Forms provided in the **Annexure 4 to Annexure 7**. Such information must be provided by the Consultant and each Associate (in case of Consortium).
 - ii) Experience of the firm (maximum two pages introducing the firm and associate firm(s) background and general experience, and maximum 20 pages listing completed projects in the format of Annexure 4 illustrating firm and associate firm(s) experience. No promotional material should be included). This will contain a brief description of the organization and outline of recent experience of the Consultant and each Associate (in case of Consortium) on assignments of a similar nature is required in Annexure 4). For each assignment, the outline should indicate inter alia, the assignment, estimated project cost and the Consultant's role & project status. Information should be provided only for those assignments for which the Consultant was legally contracted by the Client as a corporate entity or as one of the major participating consulting firms within an association. Assignments completed by individual experts working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's Associate(s), but can be claimed by the individuals themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.
 - iii) General approach and methodology and work and staffing schedule (maximum 20 pages inclusive of charts and graphs) in the format of **Annexure 5**. This shall cover a concise, complete, and logical description of how the Consultant's team will carry out the services to meet all requirements of the TOR.
 - iv) Experts' CVs (no limit but preferably should not exceed five (3) pages for each experts' CV) in the format of **Annexure 6 & 7**.

The name, age, nationality, background employment record, and professional experience of each nominated expert, with particular reference to the type of experience required for the project, should be presented in the CV format shown in **Annexure 7**.

Higher rating will be given to nominated experts from the consulting firm and associated consulting firms, if any, who are regular full-time employees. The Client defines a regular full-time employee to be a person who has been employed continuously by the Consultant or one of its Associates, for more than twelve (12) months prior to the date of submission of the Proposal.

The Client requires that each expert confirm that the content of his/her curriculum vitae (CV) is correct and the experts themselves should sign the certification of the CV. However, in particular cases, the Client may accept a senior officer of the Consultant signing the CVs on behalf of the experts. If, for valid reasons, the experts are unable to do so, and the Consultant's Proposal is ranked. First, copy of the CVs signed by the experts concerned must be submitted to the Client prior to commencement of contract negotiations. This is to be noted that the need to provide address and fax/e-mail details of experts in the CVs of the experts is not considered mandatory. In cases where consulting firms/organizations are prevented from providing such information by prevailing laws in their country, or if Consultants have valid reasons not to comply with the completion of this item, there will be no negative impact on the evaluation of the expert.

- v) A copy of the Contract Agreement with each page initialled by the person signing the Bid in pursuance of the Power of Attorney referred to in **Annexure 2**.
- vi) Comments on terms of reference (no limit but should be concise and to the point). Copy of full TOR in comments will not be considered to improve performance in carrying out the assignment. Innovativeness will be appreciated, including workable suggestions that could improve the quality/effectiveness of the assignment. In this regard, unless the Consultant clearly states otherwise, it will be assumed by the Client that work required to implement any such improvements, are included in the inputs shown on the Consultant's Staffing Schedule.
- vii) An organization chart indicating relationships amongst the Consultant and any Associate(s), the Client, and other parties or stakeholders, if any, involved in the assignment.
- viii) The Technical Proposal shall not include any financial information. Technical Proposals containing financial information may be declared non responsive.

The Financial Proposal

- i) The financial proposal should list the costs associated with the assignment. These should cover remuneration for staff, administration, transportation and stationery related expenditures.
- ii) The financial quote should be inclusive all taxes excluding service tax. No additional finance will be provided under any other headings not mentioned in the financial quotation.
- iii) All the costs must be expressed in Indian Rupees only.

- iv) All information provided in Consultants' Financial Proposal will be treated as confidential. The Financial Proposal must be submitted through online portal only using the format shown in **Annexure 8 and 9**. Submission of financial proposal in hard copy is not required. Bid submitted by Fax, telefax, telegram or e-mail shall not be entertained and bid shall become disqualified and liable to be rejected.

2.13 Address of Communication

2.13.1 Each of the envelopes shall be addressed to:

Attn. of: _____

Designation: **CEO**

Address:

Gujarat Infrastructure Development Board (GIDB)

8th-9th Floor, Block no. 18, Udyog Bhavan, Sector-11

Gandhinagar 382017

Phone:079-23232701-4-6

Fax: 079-23222481

Email: ceo@gidb.org

www.gidb.org

2.14 Bid Due Date

2.14.1 Applications should be submitted online through E-procurement portal (www.nprocure.com) as well as physical copies (excluding financial proposal) before 1700 hours IST by the Application Due Date mentioned in the Summery of Bidding Process, to the address provided in Clause 2.13 in the manner and form as detailed in this RFQ cum RFP Document. Applications submitted by facsimile transmission, telex or email will not be accepted.

2.14.2 All applications should be submitted through speed Post or Courier only. Applications through Hand Delivery shall not be accepted. No applications after the due date shall be considered for the evaluation.

2.14.3 The Client may, in exceptional circumstances, and at its sole discretion, extend the Application Due Date by issuing an Addendum in accordance with Clause 2.9, uniformly for all Applicants.

2.15 Late Bids

2.15.1 Bids received by the Client after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.16 Rejection of Bids

2.16.1 The Client reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever. It is not obligatory for the Client to accept any Bid or to give any reasons for their decision.

2.17 Validity of Bids

2.17.1 The Bids shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Client.

2.18 Confidentiality

2.18.1 Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Client in relation to or matters arising out of, or concerning the Bidding Process. The Client will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Client may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Client.

2.19 Confirmation of Receipt

2.19.1 The Client would appreciate the Applicant informing by facsimile / Email receipt of letter of invitation.

2.20 Correspondence with the Bidder

2.20.1 The Client shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

D. Bid Security

2.21 Bid Security

2.21.1 The Bidder shall furnish as part of its bid a Bid Security of **Rs. 1,00,000 (Rupees One Lakh only)** in the form of demand draft of any nationalised bank drawn in favour of **Gujarat Infrastructure Development Board** and payable at Gandhinagar, must be submitted along with the Proposal.

2.21.2 Proposals not accompanied by Bid security shall be rejected outright as non-responsive.

- 2.21.3 No interest shall be payable by GIDB for the sum deposited as Bid Security deposit.
- 2.21.4 No bank guarantee will be accepted as Bid Security.
- 2.21.5 The Bid Security of the unsuccessful bidders would be returned back within one month of issuance of LOA to the successful bidder. The Bid Security of the successful bidder would be returned within 15 days of submission of Performance Bank Guarantee.
- 2.21.6 Bid Security shall be forfeited by GIDB in the following circumstances:
- i) If the bid is withdrawn during the bid validity period or any extension thereof.
 - ii) If the offer is modified or varied in a manner not acceptable to GIDB after opening of the proposals during the bid validity period or any extension thereof.
 - iii) If the first ranked bidder withdraw his proposal during negotiations.

E. Pre-Qualification

2.22 Pre-Qualification

- i) **Pre-qualification:** 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, Financial Proposal and Bid Security will be returned unopened after issue of Letter of Award to the selected Applicant..

Minimum Qualification Criteria

Sr. No.	Minimum Qualification Criteria	Minimum number of projects
A	Experience of preparation of Draft T P Scheme work of minimum 1.5 sq.km area (during last 05 years).	5
B	Average annual revenue from consultancy services for last 3 financial years i.e. 2011-2012, 2012-2013, 2013-2014.	INR 25 lacs

For Eligible Projects under 'A' above, ongoing projects completed to an extent of 80 percent can also be considered as eligible for qualification.

ii) Required experience and expertise of Proposed staff:

Sr No	Position	Experience requirement
1.	Urban Planner :	Post-graduation Degree in urban Planning from any recognized University or having membership of ITPI(Institute of Town Planning Of India) Minimum 3 year work experience.
2.	Civil Engineer :	Degree in civil Engineering from any recognized University. Minimum 3 year work experience. Age 21 years to 35 years. Good working knowledge of computer, AutoCAD & GIS
3	Supervisor	Diploma in civil Engineering from any recognized University. Minimum 5 year work experience. Age 21 years to 35 years. Good working knowledge of computer, AutoCAD & GIS
4	AutoCAD Draftsman	Diploma / Certificate course in draftsmanship. Minimum 3 year work experience. Age 21 years to 35 years. Good working knowledge of computer, AutoCAD & GIS
5	Clerks	Degree in any discipline from any recognized University. Minimum 3 year work experience. Age 21 years to 35 years.
6	Helpers	HSE in any discipline Minimum 2 year work experience. Age 21 years to 35 years.

3.0 Terms of Reference

3.1 SCOPE OF WORK

- i) Creating and maintaining registry of the data relating to ownership, communication address, contact number and other details as suggested by Town planning Officer.
- ii) Preparation of final Maps of Original plots, Final plots etc. on the scale of 1:25 including GIS database.
- iii) Notice Preparation:
 - a. To each plot owners as per draft Town Planning Scheme as prescribed by Town Planning Officer
 - b. Notice distribution to each plot owners
 - c. Preparation of Public Notices
- iv) Creating and maintaining registry of date of hearing and decisions taken for all the owners as prescribed by the Town Planning Officers
- v) Declaration of Final Plots to each plot owners
 - a. Preparation and issue of Individual notices
 - b. Preparation and issue of Public Notice
- vi) Town planning Scheme reconstitutions and area statement preparation suggested by Town Planning Officer including preparation of –
 - a. Plot book
 - b. Gunakar Book
 - c. Final sheets
- vii) Notice distribution to each plot owners regarding changes in Final plots (if any)
- viii) Demarcation of Final Plots and verification as per Final Town Planning Scheme and preparation of demarcation drawings portfolio at 1:400 scale (as directed by TPOS)
- ix) To assist TPOS in individual hearing of land owners.
- x) Maintain the files / records / drawings and document controls.

All the notices and associate work for finalizing TP will be commence under the Gujarat Town Planning Act.

3.2 Project Team

The project team shall be a combination of staff as mentioned in the clause 2.2 (ii). Staff deployment shall be proposed by the consultant for the respective works in consultation with the Town Planning Officer/client.

3.3 Custody of Drawings/ Reports/ Data etc.

Original drawings / Maps / Reports / data / charts / photocopies of classified documents, and all other documents received from the client, shall remain in the custody of the Consultant (within the client office premises) during the period of assignment only and shall be used exclusively in connection with the Services and shall not be made use of for any other purpose. These shall be carefully preserved by the Consultant till the completion of the job and shall be handed over to the client on preparation of final report or on termination of the contract.

3.4 Property of the Client

All work submitted to the client by or under the authorship and signature of the consultant shall be the professional responsibility of the consultant.

All data collected, survey details, all drawings and reports developed for this assignment would be the property of the client and to be submitted to the client in soft copies and in hard copies, in whichever form it is available along with the final report.

3.5 About GIDB

GIDB is a Apex authority for Dholera SIR. The registered office of the company is on 3rd Floor, Block No 11-12, Udyog Bhavan, Gandhinagar.

Main Functions of GIDB

(1) The Apex Authority shall exercise all powers conferred on it and discharge all functions assigned to it for any SIR declared under the provisions of this Ordinance.

(2) In particular, the powers and functions of the Apex Authority shall include –

(a) to make regulations to give effect to the provisions of this Ordinance;

(b) to make regulations for development, operation, regulation and management of the SIRs within the State and for Development of infrastructure within the SIR boundary;

(c) to approve, with or without modification, the plan for use of land in the SIR or its peripheral area on receipt of the proposal from RDA;

(d) to approve, with or without modification, the development plan, the Town Planning Scheme and the General Development Regulations prepared and proposed by the RDA; to grant permission and approval for any economic activity, amenity or infrastructure projects to be established in the SIR including integrated development in a large area in SIR;

(f) to approve with or without modification, the agreements to be entered into by the RDA or by a Government Agency or submit the same to the Gujarat Infrastructure Development Board for its recommendation under sub-section (2) of section 5 of the Gujarat Infrastructure Development Act,1999 for the project specified in Schedule I of the said Act and the regulations made thereunder in this regard;

(g) to ascertain and fix the rates and approve, with or without modification, the user charges proposed by the RDA, a Government agency or the developer of infrastructure projects;

(h) to propose with recommendation to the State Government for making such provisions with respect to proper development, operation, regulation and management of the SIR;

(i) to monitor the development of the SIR and issue necessary instructions to the agencies involved;

(j) to exercise such other powers and perform such other functions that may be required for development, operation, regulation and management of the SIR and as entrusted to it by the State Government.

4.0 Evaluation of Bids

4.1 Opening of Bids

4.1.1 The Technical proposals shall be opened as per clause 4.2 of this document. If possible consultant may depute their representative to be present at the time of opening of proposals.

4.2 Test of Responsiveness

4.2.1 Prior to evaluation of Bids, the Client shall determine whether each Bid is responsive to the requirements of the RFQ cum RFP. A Bid shall be considered responsive only if:

- a) The Pre-Qualification Proposal is received as per the requirement of clause no 2.22 Pre-qualification.
- b) it is received as per the format at **Annexure 1 to 4**;
- c) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.14.3;
- d) it is signed, sealed, hard bound and marked as stipulated in Clauses 2.11 and 2.12;
- e) it is accompanied by the Bid Security as specified in Clause 2.21 ;
- f) it is accompanied by the Power(s) of Attorney as specified in Clauses 2.1.4;
- g) it contains all the information (complete in all respects) as requested in this RFQ cum RFP and/or Bidding Documents (in formats same as those specified);
- h) it does not contain any condition or qualification; and
- i) it is not non-responsive in terms hereof.

4.2.2 The Client reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Client in respect of such Bid.

4.3 Evaluation of Bids

4.3.1 The proposals shall be evaluated as per the parameters set below and ranked accordingly.

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. Bids shall be ranked based on 60% weightage to Technical Bid and 40% weightage to the Financial Bid.
3. Technical Bids shall be evaluated based on total score of 100. The Evaluation and score shall be based on competency of Firm/ Consortium, financial credentials,

quality of manpower commitment, Approach and Methodology. Score above 60 out of 100 shall only be qualified technically.

4. Financial bids shall be opened online for financial ranking, only for bidders qualifying technically.

A. Technical Evaluation

4.3.2 Both the technical and financial Proposals shall be marked separately. The technical proposal shall be evaluated on the following parameter and the marks shall be given accordingly:

- i. Prior experience in carrying out similar and related assignments.
- ii. Approach paper on methodology proposed by the consultant to carry out the study, site appreciation, coverage of TOR, understanding issues, innovativeness, Time Schedule, Work Plan, etc.
- iii. Qualification and experience of the key personnel of the proposed team for the work.

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. No.	Evaluation Criteria	Points
A	Specific experience of the consultants related to the Assignment. The firm should have undertaken/ completed similar project of preparing draft town planning scheme works of minimum 1.5 sq.km area.	40
B	Adequacy of the proposed project management 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 	20
C	Qualification and competence of the key staff for the Assignment.	40
	Total Points	100

The minimum technical score required to qualify technical evaluation is 60 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 as disqualified in the bid.

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.

a) Qualification and competence of key staff is given below:

The total number of marks allocated for qualification and competence of the proposed Key Staff is 40 marks, distributed among 03 key personnel, as detailed further:

Sr.	Key staff	Marks
1	Urban Planner	20
2	Civil Engineer	10
3	AutoCAD Draftsman	10
	Total marks	40

b) The percentage of above marks for Key personnel/ staff will be distributed as below -

A.	GENERAL QUALIFICATIONS	20%
A1.	Technical qualifications	10%
A2.	Professional experience	5%
A3.	Training and publications	5%
B.	ADEQUACY FOR THE ASSIGNMENT	60%
B1.	Experience in similar capacity/ broad sector	25%
B2.	Experience relevant to TOR/ Assignment	30%
B3.	Overseas/ International experience	5%
C.	FAMILIARITY WITH THE REGION	10%
C1.	Work Experience in project in Gujarat region in India	6%
C2.	Knowledge of local language and culture	4%
D.	ASSOCIATION WITH THE FIRM	10%
D1.	Full Time permanent staff	6%
D2.	Years of association	4%

4.3.3 Based on the above technical factors, each consultant would be assigned a technical

score (St) out of 100. Based on their ranking in technical score, consultants scoring minimum 60 marks out of 100 marks are eligible for financial evaluation.

B. Financial Evaluation

4.3.4 The price bids of only technically qualified bidders would be opened for further consideration. The consultant (L1) who has quoted the lowest Total Price (as quoted in **Annexure 9**) will be given a score of 100. The consultants will be allotted score relative to the score of L1, which will be as below:

$$Sf = 100 \times F_L/F$$

Where: Sf = the financial score of the Financial Proposal being evaluated

F_L = the price of lowest priced Financial Proposal

F = the price of Financial Proposal under consideration

C. Weightage of Technical and Financial Bid

4.3.5 The score of technical proposals would be given 60% weightage and that of the financial proposals would be given 40% weightage. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1). The weights given to the Technical and Financial proposals are T= 0.60, and P= 0.40: $S=St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

4.3.6 The detailed contents of each Financial Proposal will be subsequently reviewed by the Client. During the examination of Financial Proposals, the Client's staff and any others involved in the evaluation process will not be permitted to seek clarification or additional information from any Consultant who has submitted a Financial Proposal.

4.3.7 Financial Proposals will be reviewed to ensure that the figures provided therein are consistent with the details of the corresponding Technical Proposal.

4.3.8 Financial Proposals will be checked for computational errors, and prices will be corrected and adjusted as necessary.

4.3.9 The total price for each Financial Proposal will be determined.

4.3.10 The Client reserves the right to reject, at its sole discretion, any or all evaluated Financial Proposals and if necessary, calls for submission of new Financial Proposals.

4.4 Contacts during Bid Evaluation

- 4.4.1 Bids shall be deemed to be under consideration immediately after they are opened and until such time the Client makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the Client and/ or their employees/ representatives on matters related to the Bids under consideration.

4.5 Negotiations

- 4.5.1 Negotiations will be scheduled with the first ranked bidder. Negotiations will commence with a discussion on the proposal, proposed methodology, staffing and any other suggestions on improving the ToR. Agreement must then be reached on the final ToRs, the staffing, Bar Charts, which will indicate activities, staff, and periods in the field and in the office, staff months, logistics and reporting. Then financial negotiations will be carried out.
- 4.5.2 After successful negotiations with the first ranked bidder, Employer shall issue Letter of Award (LOA) to the first ranked bidder for carrying out the assignment. If negotiations do not reach any conclusions and the first ranked bidder withdraws his proposal, Employer may then call the second ranked bidder for negotiations.
- 4.5.3 No information on the evaluation and ranking of consultants' proposal will be disclosed to any person other than those directly concerned with the selection process. Any consultant who tries to influence the evaluation, ranking or contract, will be liable to be rejected.

4.6 Award of Contract

- 4.6.1 After completion of negotiations for the consultancy services, the Client shall award the contract to the selected Consultant and promptly notify the other Consultants who were technically qualified but were not selected finally, that they were unsuccessful. The Bid Security of such consultants will be refunded within 30 days after issue of LOA to the successful consultant.

5.0 Fraud and Corrupt Practices

- 5.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Client shall reject an Application 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 in the Bidding Process.
- 5.2 Without prejudice to the rights of the Client under Clause 5.1 hereinabove, if an Applicant 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 Bidding Process, such Applicant shall not be eligible to participate in any tender or RFQ issued by the Client during a period of 2 (two) years from the date such Applicant 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, as the case may be.
- 5.3 For the purposes of this Clause 5, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding 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 Bidding Process or the LOA or has dealt with matters concerning the Contract 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 Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract Agreement, who at any time has been or is a legal, financial or technical adviser of the Client in relation to any matter concerning the Project;
 - b) “Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - c) “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s

participation or action in the Bidding Process;

- d) “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 Bidding Process; or (ii) having a Conflict of Interest; and
- e) “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 Bidding Process.

6.0 Miscellaneous

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Ahmedabad shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - b) consult with any Applicant in order to receive clarification or further information;
 - c) pre-qualify or not to pre-qualify any Applicant and/ or to consult with any Applicant in order to receive clarification or further information;
 - d) retain any information and/ or evidence submitted to the Client by, on behalf of, and/ or in relation to any Applicant; and/ or
 - e) 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.
- 6.3 It shall be deemed that by submitting the Application, 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.

Annexure 1: Proposal Submission Letter

To,
CEO
Gujarat Infrastructure Development Board (GIDB)
8th-9th Floor, Block no. 18, Udyog Bhavan, Sector-11
Gandhinagar 382017
Phone:079-23232701-4-6

Subject: **SELECTION OF CONSULTANT FOR PROVIDING ASSISTANCE TO TOWN PLANNING OFFICERS (TPOs) FOR FINALISING THE TP SCHEMES AT DHOLERA SPECIAL INVESTMENT REGION.**

Sir,

I / We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Prequalification and Request for Proposal dated -----
We are hereby submitting our Proposal as per the prescribed formats sealed under separate envelope. The envelope containing "Prequalification Proposal" contains 01 original and 02 copies;. The Financial Proposal is submitted through online portal only.

I / We declare that:

- a. I/We have examined and have no reservations to the RFQ cum RFQ document, including any Addendum issued by the Client.
- b. I/We do not have any conflict of interest in accordance with Clauses 2.1.9 and 2.1.10 of the RFQ cum RFP document; and
- c. I/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 Clause 5.3 of the RFQ cum RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Client or any other public sector enterprise or any government, Central or State; and
- d. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 5 of the RFQ cum RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

If negotiations are held during the period of validity of the Proposal, i.e., before <D+120>, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

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

Yours sincerely,

Authorized Signatory:

Full Name:

Designation:

Name of the Firm:

Address:

Encl:

- a) PRE-QUALIFICATION PROPOSAL (01 original and 02 copy)
- b) TECHNICAL PROPOSAL (01 original and 02 copy)

Annexure 1(A): 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 FIVE 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:

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.

Annexure 1(B): Format for Pre-qualification Proposal (Average Annual Turnover)

Sr.	Financial years	Average Annual turnover (INR)
1.	2011-2012	
2.	2012-2013	
3.	2013-2014	
	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.

Annexure 2: Power of Attorney

Format for Power of Attorney for Signing of Proposal (On Rs. 100 Stamp paper duly attested by Notary Public)

Know all men by these presents, we (name and address of the registered office¹) do hereby constitute, appoint and authorize Mr. / Ms. / Mrs. _____(name and residential address) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental for "SELECTION OF CONSULTANT FOR PROVIDING ASSISTANCE TO TOWN PLANNING OFFICERS (TPOs) FOR FINALISING THE TP SCHEMES AT DHOLERA SPECIAL INVESTMENT REGION." including signing and submission of all documents and providing information/responses to GIDB in all matters in connection with our Proposal.

We hereby declare that all acts, deeds and things done by our said attorney pursuant to this Power of Attorney shall always be deemed to have been ratified by us and done by us.

Dated this the _____ Day of _____ 201_

For

(Name, Designation and Address) Accepted
_____Signature)

(Name, Title and Address of the Attorney) Date: ____

Note:

1. To be executed by the Lead Member in case of a Consortium.
2. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
3. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and 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 Bidder.
4. A certified copy of the appropriate resolution/ document conveying Client to the person signing this Power of Attorney shall be enclosed in lieu of the Power of Attorney.
5. In case of partnership firm: name and address of principal office of the partnership firm to be provided.

Annexure 3: 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 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 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,

[Name of company], a company incorporated under the Companies Act, 1956 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);

3. 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) **Gujarat Infrastructure Development Board (GIDB)**,, having its registered office at **8th-9th Floor, Block no. 18, Udyog Bhavan, Sector-11, Gandhinagar 382017** (hereinafter referred to as the "Client" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals ("the Applications") by its Request for Qualification cum Request for Proposal dated [date] (the "RFQ cum RFP") for appointment of consultant for [name of assignment] (the "Consultancy").
- b) The Parties are interested in jointly bidding for the Consultancy as members of a Consortium and in accordance with the terms and conditions of the RFQ cum RFP document and other bid documents in respect of the Consultancy, and

- c) It is a necessary condition under the Consultancy document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and interpretations: In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFQ cum RFP.
2. Consortium
 - a) The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the selection process for the Consultancy.
 - b) The Parties hereby undertake to participate in the Bidding process only through this Consortium and not individually and/ or through any other consortium constituted for this Consultancy, either directly or indirectly or through any of their Affiliates.
3. Covenants: The Parties hereby undertake that in the event the Consortium is declared the selected Consultant and awarded the Consultancy, the Parties shall enter into a contract for consultancy services ("Contract") with the Client and for performing all obligations as the Consultant in terms of the Contract for the Consultancy.
4. Role of the parties: The Parties hereby undertake to perform the roles and responsibilities as described below:
 - a) Party of the First Part shall be the Member in Charge of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the selection process for the Consultancy and until the Effective Date under the Contract;
 - b) Party of the Second Part shall be [role]; and
 - c) Party of the Third Part shall be [role];
5. Joint and Several Liability: The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Consultancy and in accordance with the terms of the RFQ cum RFP and the Contract, for the performance of the Contract.
6. Member in-charge: Without prejudice to the joint and severe liability of all the Parties, each Party agrees that it shall exercise all rights and remedies under the Contract through the Member in Charge and the Client shall be entitled to deal with such Member in Charge as the representative of all Members. Each Party agrees and acknowledges that:
 - a) any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Member in Charge on any matters related to the

Contract shall be deemed to have been on its behalf and shall be binding on it. The Client shall be entitled to rely upon any such action, decision or communication from the Member in Charge;

- b) consolidated invoices for the services in relation to the Consultancy performed by all the Members shall be prepared and submitted by the Member in Charge and the Client shall have the right to release payments solely to the Member in Charge and the Client shall not in any manner be responsible or liable for the inter se allocation of payments, works etc. among the Parties;
- c) any notice, communication, information or documents to be provided to the Consultant shall be delivered to the authorized representative of the Consultant (as designated pursuant to the Contract) and any such notice, communication, information or documents shall be deemed to have been delivered to all the Parties.

7. Representation of the Parties: Each Party represents to the other Parties as of the date of this Agreement that:

- a) Such Party is duly organized, 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 authorized 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 organizational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, 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 Client.

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

SIGNED, SEALED & DELIVERED

For and on behalf of

MEMBER IN-CHARGE by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

SECOND PART by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

THIRD by:

[Signature]

[Name]

[Designation]

[Address]

In presence of:

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

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal or official seal of all members.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

Annexure 3(A): Format for Power of Attorney for Lead Member of the Consortium

Format for Power of Attorney for Lead Member of the Consortium

(On Rs. 100 Stamp paper duly attested by Notary Public)

POWER OF ATTORNEY

Whereas, the **Gujarat Infrastructure Development Board (GIDB)** has invited proposals from qualified Applicants for “SELECTION OF CONSULTANT FOR PROVIDING ASSISTANCE TO TOWN PLANNING OFFICERS (TPOs) FOR FINALISING THE TP SCHEMES AT DHOLERA SPECIAL INVESTMENT REGION.”

Whereas, _____

and _____

(collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Qualification cum Request for Proposal and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and Client 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 Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, ___ having our registered office at, M/s. _____, having our registered office at _____, and M/s. _____, having our registered office at _____, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s _____, having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorize the Attorney (with power to sub- delegate) 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 execution of the Project, 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 Project, including but not limited to signing and submission of all applications, bids and other documents and writings, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Client, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Contract Agreement is entered into with the Client.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully 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 ___ DAY OF 201 .

For ___

(Name & Title)

For ___ (Name & Title)

For ___ (Name & Title) Witnesses:

1.

2.

(Executants)

(To be executed by all the Members of the Consortium)

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 affixed in accordance with the required procedure.
2. Also, wherever required, the Applicant should submit for verification the extract of the charter documents and 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.

Annexure 4: Firm's References

Relevant Services carried out in the last five Years that best illustrate qualifications (by each consortium member in case of a consortium)

Using the format below, provide information on each assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

(i)	Assignment Name	
(ii)	Name of Firm (If the work is carried out by one of the consortium member)	
(iii)	Brief details of work	
(iv)	Name & Address of the Client	
(v)	No of person-months	
(vi)	Time when the assignment was carried out : Start Date End Date	
(vii)	If Consortium was formed : Name/s of associated firm/s, and their role. Name of Lead Member	
(viii)	Has any member who worked on this project, been considered for this proposed assignment of GIDB? If yes, provide name and role.	
(ix)	Narrative Description of the Scope of work of the Project	

(x)	Description of Actual Services provided by your Staff	
(xi)	Status of the Study (If the study is not completed, please mention what stage/s of the study has been completed so far).	

IMPORTANT: Please provide a copy of certificate from the client or a copy of work order from the client. The submitted testimonial MUST contain detail description of work (Scope of Work and TOR) carried out by the consultant. Only those works would be considered for the evaluation for which the documentary proof, i.e. client certificate or work order, have been provided.

Firm's Name: _____

Annexure 5: Approach Paper on Methodology and Work Plan for Performing the Assignment

Technical approach, methodology and work plan are key components of the Technical Proposal. The consultant is suggested to present its Technical Proposal (inclusive of charts and diagrams) divided into the following three chapters:

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing

a) Technical Approach and Methodology: In this chapter the consultant should explain the understanding of the objectives of the assignment, 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. The methodology for each head of the proposed Terms of Reference must be described.

b) 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 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.

c) Organization 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 expert responsible, and proposed technical and support staff.

Annexure 6: Composition of the Team Personnel and Task(s) of each team member

1. Key Professional Staff

Sr.	Name of the member	Proposed Position	Name of Firm	Employment Status (regular / part time / others)	Educational Qualification	No. of years of relevant experience

2. Support Staff

Sr.	Name of the member	Proposed Position	Name of Firm	Employment Status (regular / part time / others)	Educational Qualification	No. of years of relevant experience

Note: Bidder has to mention list of team members of Lead firm/Consortium firm

Annexure 7: Format of Curriculum Vitae (CV) for Key Staff

(TO BE USED FOR APPROVAL BY CLIENT BEFORE DEPLOYMENT ON POST CONTRACT AWARD)

- (i) Name of Person :
- (ii) Proposed position for this assignment :
- (iii) Designation :
- (iv) Date of Birth :
- (v) No of Years with present Employer :
- (vi) Education :

Name of Degree (Graduate onwards)	College and University	Specialization	Year of Passing

- (vii) Relevant Experience :

Please provide details of relevant assignments, with respect to task assigned for the proposed study (as mentioned in (ii) above). Kindly provide following information for each assignment:

Name of Assignment	Name of Client	Time period	Description about assignment	Your role (Team/ Project leader, Sector Expert)	Time spent

- (viii) Employment Record :

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

Name of employer	Position held	Duration	Job responsibility

(ix) Total number of Years' Experience :

Total number of years on Consultancy Services	
Total number of years in services other than Consultancy Services	
Total experience	

(x) Certification :

I, the undersigned, certify that to the best of my knowledge and behalf, this Bio data correctly describes myself, my Qualifications and my experience.

Signature of Team Member

Date

Note:

The CV must be signed by the person whose CV is given. Only those CVs would be considered, which are signed by the concerned persons (Sign of authorized signatory other than the person whose CV is submitted, would not be considered.)

Annexure 8: Submission Letter of Financial Proposal

To,
CEO
Gujarat Infrastructure Development Board (GIDB)
8th-9th Floor, Block no. 18, Udyog Bhavan, Sector-11
Gandhinagar 382017
Phone: 079-23232701-4-6

Subject: SELECTION OF CONSULTANT FOR PROVIDING ASSISTANCE TO TOWN PLANNING OFFICERS (TPOs) FOR FINALISING THE TP SCHEMES AT DHOLERA SPECIAL INVESTMENT REGION.

Reference GIDB, Letter no: _____ dt: _____

Sir,

I/We, the undersigned, offer to provide the consulting services for “SELECTION OF CONSULTANT FOR PROVIDING ASSISTANCE TO TOWN PLANNING OFFICERS (TPOs) FOR FINALISING THE TP SCHEMES AT DHOLERA SPECIAL INVESTMENT REGION.”

“in accordance with your Request for Proposal dated _____ i.e. the date of publication, and our Financial Proposal. Reference number of Financial Proposal submitted through online portal is [Receipt number]. Submitted amount is inclusive of the local taxes except service tax.

Please note that the financial proposal does not contain any conditions and is submitted as per the prescribed format. In case of any discrepancy with the RFQ cum RFP, our firm will be solely responsible for the same. Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. <Date>.

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

Yours faithfully,

Signature _____

Full Name _____

Name of the Firm _____

Designation _____

Address _____

Annexure 9: Schedule of Fees

Sr.	Particulars	Unit	Quantity (Approx)	Rate in INR	Rate in Words	Total Amount (INR)	Total Amount in Words (INR)
1	Assistance for Notice Preparation and Distribution as per draft Town Planning Scheme etc including postage and distribution charges etc	Nos	4500				
2	Assistance for Documentation Creating and maintaining registry of date of hearing and Decisions and declaration of Final plots for each plot owner etc	Nos	4500				
3	Assistance for Reconstitutions of TP scheme and preparation of area statement under the guidance of TPOS, etc.	Nos	4500				
4	Assistance for Notice preparation and distribution to each plot owner regarding change in Final Plots etc. including postage and distribution charges etc	Nos	4500				
5	Assistance in Verification of Demarcated final plots as per Final TP Scheme etc and Handing over the Final documentation of Completed works etc.	Nos	4500				

Note:

1. All the prices quoted above must be inclusive of all taxes and duties except service tax.
2. No conditions should be attached to the price proposal
3. Plot numbers and area are **tentative** and payment will be based on the actual work done.
4. Final Plot numbers will be defined by the TPOs.
5. In case of any discrepancies in the prices mentioned in the figures and words, the prices mentioned in the words would be considered as final price.
6. This table should be filled by the bidders through online portal (www.nprocure.com)

Annexure 10: Draft Contract

This CONTRACT (hereinafter together with the Annexure (1.Terms of Reference, 2.Time Schedule for Professional Personnel, 3.Activity (Work) Schedule) attached hereto called the Contract) is made on the ___ Day of ___ 2015, between **Gujarat Infrastructure Development Board (GIDB)**, a statutory body of the Government of Gujarat and having its office at, 8th-9th Floor, Block no. 18, Udyog Bhavan, Sector-11, Gandhinagar 382017 India, on the one part (hereinafter called the Client, which expression shall unless repugnant to the context, include its successors and assignees) and ___ a company / partnership firm incorporated under the Indian Companies Act, 1956 with its corporate office at _____, India (hereinafter called the Consultant, which expression shall unless repugnant to the context, include its successors and assignees).

WHEREAS

- A) The Client has requested the Consultant to provide consulting services (hereinafter called the Services) necessary for” PROVIDING ASSISTANCE TO TOWN PLANNING OFFICERS (TPOs) FOR FINALISING THE TP SCHEMES AT DHOLERA SPECIAL INVESTMENT REGION ”
- B) The Consultants has agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1.0 Services

The Consultant shall perform the Services under this Contract in accordance with the Terms of Reference as mentioned in Section-3 of this RFQ cum RFP document hereto. The consultant will also be required to take into consideration all the suggestion made by GIDB/ Steering Committee during each stage of the study. The consultant will be required to address all such suggestions / queries as long as there is no major deviation from the Scope of Work and detailed TOR.

The Consultant would follow a methodology to carry out the proposed study. The methodology should be such as prescribed in his bid.

Any modifications in the report or in plans and sections as are required due to reasons attributable to consultants or if any additional work relevant to the study (which is within the scope of the work) is required to be carried out for preparation of reports of high professional quality (as agreed in the terms of reference- Section-3 of RFQ cum RFP document) and acceptable to the approving authorities shall be carried out without any additional compensation.

1.1 Commencement Date

The Consultant will commence the services as soon as possible but not later than 15 days after the Client has given to the Consultant notice to proceed with the Services.

1.2 Additional Work

If, in the opinion of the Client, it is necessary to carry out any work outside of the Terms of Reference for the purposes of the Project in addition to the Services, the Consultant shall carry out such additional work and with the prior authorization of the Client. The charge for the Personnel required for such additional work would be as per the rate quoted by the bidder and mentioned in Annexure-9. Also, if there are any out of pocket expenses, such expenses would be paid as mutually agreed.

In case there is any dispute about determining whether any work proposed is within or outside the Scope of proposed TOR, the decision of Client shall be final and binding on the Consultant.

1.3 Other Documents

RFQ cum RFP document including any amendments made to it at the bidding stage, Consultant's bid offer documents, Terms of Reference, Draft Report, Final Report, RFQ document, RFP document, , Bid evaluation reports, Bid document and shall form part of the Contract.

2.0 Personnel

2.1 Personnel

- (a) The Services shall be carried out by the personnel specified in Annexure - 7 hereof (hereinafter called the Personnel) for the respective periods of time indicated therein. The Consultant may, with the prior approval of the Client, make minor adjustments in such periods as may be appropriate to ensure the efficient performance of the Services, provided that such adjustments will not cause payments made under the Contract.
- (b) Except as the Client may otherwise agree, no changes shall be made in the Personnel. If for any reason beyond the reasonable control of the Consultant it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience and which is found eligible and acceptable by the client. The consultant must take prior approval of client before the replacement takes place.
- (c) If, any time during the work, it is found that the person, as mentioned in Annexure – 7, not performing the task which they were to perform, instead some other person/s are performing or if the consultant replaces any person without knowledge of the

client, in such case the Client may accept such a person if such a person is found of equal or more caliber. However, such a replacement would not be binding on the Client and the Client reserves the right to cancel the contract with a prior notice and after providing an opportunity of being heard to the consultant.

- (d) In the event that any person specified in Annexure - 7 is found by the Client to be incompetent in discharging his assigned duties, the Client may request the Consultant to forthwith provide as a replacement a person with qualifications and experience acceptable to the Client. The decision of the client in this regard shall be final and binding on the consultant.

2.2 Team Leader

The Consultant shall ensure that at all times during the work a resident Team Leader (A person from the listed manpower required), acceptable to the Client, shall take charge of all the Personnel deployed for the said work. The Team Leader shall be responsible for liaison with the Client as well as for daily coordination of the project with GIDB and the authorities as and when required.

3.0 Undertakings of the Consultant

3.1 General Standard of Performance by the Consultant

The consultant shall carry out the Services with due diligence and efficiency, and shall exercise such skill and care in the performance of the services as is consistent with recognized professional standards.

The Consultant shall act at all times so as to protect the interests of the Client.

3.2 Records

During the subsistence of this Agreement and two years from the date of completion of the study, the Consultant shall permit the duly authorized representative of the Client, (after reasonable advance notice is served on the Consultant), from time to time to inspect its records and accounts relating to the Services and to make copies thereof and shall permit the Client or any person authorized by the Client, from time to time, to audit such records and accounts during and after the services.

3.3 Information

The Consultant shall furnish the Client such information relating to the Services and the Project as the Client may from time to time reasonably request.

3.4 Assignments / Sub-Contracting

The rights and liabilities of the consultants shall not be assigned or transferred by the

consultants, without the consent in writing of the client to any other persons, firm or organization. The client may allow such assignment/sub-letting at his discretion. Such assignment/sub-letting shall not relieve consultants from any obligation, duty or responsibility under the contract. Any assignment as above without prior written approval of the client shall be void. The client, may, transfer its rights and obligations to any other person, firm or organization only with the consent of the consultants.

If it is found that the consultant has assigned particular work to some other consultant / sub-contractor, without approval and notice of the Client, the Client reserves a right to reject any such work carried out. Even if Client accepts any such work, Client reserves right to not to pay the amount which can be contributed to the amount of work done. The estimate of such amount can be made from per sq. km rate and the sq. km area surveyed. The estimate made by the Client in such case shall be final and binding on the Consultant.

In the event that any such independent consultant or sub-contractor is found by the Client to be incompetent in discharging his assigned duties; the Client may request the Consultant forthwith either to provide as a replacement, a consultant or sub- contractor with qualifications and experience acceptable to the Client or to resume the performance of the Services itself. The decision of the client in this regard shall be final and binding on the consultant.

3.5 Confidentiality

- (a) Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information disclosed to them for the purposes of the Services, nor shall the Consultant or the Personnel make public or inform any one, directly or indirectly, any such information received by them or any recommendations formulated in the course of or as a result of the Services. Confidential Information for the purposes of this clause means all information that has been marked as confidential at the time of disclosure.

- (b) Client agrees with the Consultant that all information including to information relating to Consultant's trade secrets, know-how/technical data, research, products, strategies, internal procedures, employees and business opportunities and other proprietary information of Consultant as described specifically as "confidential information" belongs to the Consultant and shall not disclose or divulge such confidential information to any third parties or make use or allow others to make use thereof. These clauses, (a) and (b), shall survive the termination of this Agreement. However, the reports submitted by the consultants to the client, become property of the client and the client is free to use any / all information mentioned in the report, procedures specified in the report, suggestions / conclusions made in the report and any such other information based on the report.

3.6 Prohibition on Conflicting Activities

The Consultant shall ensure that no member of the Personnel assigned to the Contract shall not engage, directly or indirectly, during the subsistence of this Contract either in his name or in the name of his close relative or through the Consultant, in any other business or professional activities which is likely to be conflict with the performance of his duties or assignment under this Contract.

3.7 Independent Contractor

Nothing contained herein shall be construed as establishing or creating between the Client and the Consultant the relationship of master and servant or principal and agent, it being understood that the position of the Consultant and of anyone else performing the Services is that of an independent contractor.

3.8 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:

- i. the Consultant becomes liable to pay liquidated damages;
- ii. Any material breach of the terms hereof; and/or
- iii. 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.

3.9 Insurance

The Consultant shall at its cost take out and maintain adequate professional liability insurance as well as adequate insurance against third party liability and loss of or damage to equipment purchased in whole or in part with funds provided by the Client.

The Client undertakes no responsibility in respect of any life, health, accident, travel and other insurance which may be necessary or desirable for the Personnel of its own or sub-contractors and specialists associated with the Consultants for the purposes of the Services, nor for any members of any family of any such person.

On receipt of LOA from the Client the Consultant shall submit the following insurances:

- a) Professional liability insurance for an amount equal to its Contract value for the period of consultancy services.
- b) Third party liability insurance with minimum cover of 25 Lacs for the period of consultancy services.
- c) Workers' compensation insurance shall be in respect of the personnel of the Consultants
- d) Any other insurance that may be necessary to protect the Client its employees and its assets.

3.10 Limitation of the Consultants' Liability towards the Client

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:

- a) for any indirect or consequential loss or damage; and
- b) 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.

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.

3.11 Risks and coverage

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.

Third Party liability insurance with a minimum coverage, for Rs.1,00,00,000 (Rupees one crore) for the period of consultancy.

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.

4.0 Prices and payment terms

4.1 Prices

The prices quoted are firm and inclusive of all taxes and duties except service tax for the Scope of Work and Terms of Reference as agreed and mentioned in Section 3 of RFQ cum RFP including all expenses for personnel services, visits, transport charges, etc. and all the necessary services, materials, stationary, computer services, typing, printing, photocopying etc. to fulfil the requirement of the scope. No change in the prices will be allowed on any account except for changes in any taxes/duties.

4.2 Payment Terms

Billing and payments in respect of the Services shall be made as follows:-

- (a) The payments will be made on a monthly basis
- (b) The invoices for the all services under this contract will be raised by the Consultant based on the completed work as mention in Annexure 9, duly supported with necessary documents within 1 week of the completion of the month
- (c) The payments will be released within 30 days from the date of scrutiny/certification by the GIDB only on performance of satisfactory Supervision Consultancy services in accordance with the Agreement.
- (d) TDS as applicable will be deducted from the Invoice based on the prevailing rates.
- (e) In case of default by the Supervision Consultant regarding fulfillment of any statutory requirements, the default amount will be deducted from the invoice and remitted to the concerned authority.
- (f) For the service rendered after 24 months, the escalation as decided by the client will be paid.

5.0 Duration

The total time frame for carrying out the whole assignment shall be 24 **Months** from start i.e. from the date of issue of LOA.

6.0 Substitution of Personnel

The Client expects all the proposed Personnel to be available for the Project during implementation of the Agreement. The Client will not consider substitution of proposed Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to 3 proposed personnel subject to a replacement being provided with equally or better qualified and experienced personnel to the satisfaction of the Client. As a condition to such substitution, a sum equal to 5% (five per cent) of the remuneration specified for the original Personnel shall be deducted from the payments due to the Consultant. Any further substitution may lead to termination of the Agreement.

The Client also reserves the right to inform the Consultant to substitute any personnel, if they find that they are not meeting the desired level of performance. The Consultant shall upon notification by the Client and within 15 days of such notification replace the personnel with equally or better qualified and experienced personnel with the approval of Client. In such an event, no diminution to the remuneration will be affected as a consequence of the replacement.

7.0 Penalty

In the event that the Consultant fails to deploy the proposed staff or provide replacement of proposed personnel within 30 days, the Consultant shall pay damages to the Employer an amount of Rs 2000 (Rupees Two Thousand) per day for each day of delay for each personnel until the replacement of personnel.

8.0 Termination of the Contract

- 8.1 The Client reserves the right to cancel the contract at any time if it is not satisfied with the services of the consultant or there is breach of any of the condition of this contract by the consultant, provided a period of 15 days has elapsed from the date of serving notice on the Consultant requiring it to remedy the breach and if the breach has continued up to the date of the termination. In this event, the work done till then by the consultant shall be taken over by the Client. In such an event, the consultant shall not be entitled to receive any payments upon termination of the contract. The Client reserves the right to cancel the contract by giving 15 days' notice, subject to payment of the fees for the actual work done by the consultant for the project up to the date of cancellation of the contract as per Section 8.4.
- 8.2 The Consultant reserves the right to terminate the Agreement immediately upon situations arising due to non-compliance of the stipulations of this Agreement by the Client. The termination notice will be held valid only if it is preceded by a corresponding non-compliance notice issued at least 15 days prior to the date of the termination notice and if the non-compliance has continued up to the date of the termination notice. The Client shall be liable to pay the Consultant fees for the actual work done by the consultant for the project up to the date of cancellation of the contract as per Section 8.4.
- 8.3 The parties also reserve a right to terminate this Agreement in the event any voluntary insolvency petition/ IP petition is filed by either party, or if any proceedings are instituted against either party, property or assets under any bankruptcy, insolvency, receivership, debtors relief, winding up rehabilitation, or similar statute or any effective resolution is passed for the winding up of that party or for any remedy under any such statute.
- 8.4 The payment of the fees will be determined based on the actual work carried out. In case of failure to decide compensation, Arbitrator as per the terms of the contract shall be appointed to decide the compensation.

9.0 Performance obligations

Consultant shall have to be responsible for the soundness of services rendered. In the event of any deficiency in these services, consultants shall promptly re- do/remedy without any additional cost to the Client and to carry out such modifications and /or rectification as may be required.

10.0 Compliance with laws, statutes, rules and regulations of Government / local authority

Consultants shall comply with all laws, statutes and rules & regulations of Central and State Governments or Local authorities that may be applicable from time to time in respect of any personnel deployed or engaged by consultants or their sub-contractor either directly or indirectly. With respect to their employees or assignees, consultants shall be solely responsible for strictly following all laws, industrial laws, factories act, minimum wages act and other such laws which are applicable from time to time, including but not limited to the modification, amendments or additions which are made to these laws during the period of contract. Consultant will also be responsible for the various levies of State/Central Governments and/or any Statutory Body. Consultants shall have to, at Consultant's expense, comply with labour laws and keep the client indemnified in respect thereof. Consultants shall be fully responsible for all matters arising out of the performance of the contract and shall comply, at their own expenses, with all laws / acts / enactment / orders / regulations / Statutory obligations, whatsoever of the Government of India / State Government, Local Self Government or any Statutory Authority.

11.0 Deleted

12.0 Liability

In no event shall either party be liable for any direct, indirect, incidental, special, consequential, reliance or cover damages, including, but not limited to, loss of profits, revenue, data or use, incurred by the other party. In no event however shall the total liability of the Consultant under this Agreement exceed the amount of fees received by the Consultant from the Client. However this clause will not prevent the Client from levying the liquidated damages as per Clause 7 and 8.1.

13.0 Notices

Any notice or request required or permitted to be given or made under this Agreement to either party shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall be delivered by hand, mail or fax to the party to which it is required or permitted to be given or made at such party's Head Office or Registered Office or Corporate Office or branch office addresses.

14.0 Arbitration

In the event of any dispute or difference at any time arising between the parties relating to the construction, meaning or effect of this agreement or any other clause or any content of the rights and liabilities of the parties or other matters specified herein or with reference to anything arising out of or incidental to this agreement or otherwise in relation to the terms, whether during the continuance of this agreement or thereafter, such disputes or differences shall be endeavored to be solved by mutual negotiations. If, however, such negotiations are anfractuous, they shall be decided by arbitration of two Arbitrators, one to

be appointed by each party to the dispute or difference and to an Umpire to be appointed by Arbitrators in writing before taking upon them the burden of arbitration. Such a reference shall be deemed to be a submission to arbitration under the provisions of The Arbitration and Conciliation Act, 1996 and of any modification or re-enactment thereof.

The venue of arbitration shall be Gandhinagar only, subject to the above, the Civil Courts in Gandhinagar only shall have exclusive jurisdiction in this matter. The expense of the arbitration shall be paid as may be determined by the Arbitrators.

15.0 Force Majeure

- a) Force Majeure means such of the following factors which substantially affect the performance of the contract, such as: natural phenomena, including but not limited to floods, draughts, earthquakes and Epidemics;
- b) acts of any Government, domestic or foreign, including but not limited to war, declared or undeclared, quarantines, embargoes;
- c) Illegal strikes and legal lockouts in respect of client's / consultant's scope of work provided;

15.1 Either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.

15.2 The Consultants or the client shall not be liable for delays in performing their obligations resulting from any Force Majeure cause as referred to and/or defined above.

15.3 However if such an event lasts for a period of 90 days or more then either party shall have an option to terminate this Agreement forthwith without any liability after intimating the other party of the same. The consultant shall however be entitled to receive payments for all the services rendered by it under this Agreement prior to termination of contract. The payment shall be determined as per Section 8.4.

16.0 Custody of Drawing/ reports/data etc.

Original drawings/Maps/Reports/Atlas/data/charts/photocopies of classified documents such as topo-sheets, contour maps etc., and all other documents received from the Client, shall remain in the custody of the consultant during the period of assignment only and shall be used exclusively for this job and shall not be made use of for any other purpose. These shall be carefully preserved by the consultant till the completion of the job and shall be handed over to the client on preparation of final report or on termination of the contract.

17.0 Indemnity

Consultant shall indemnify the Client and every members, officers and employees of the client, against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or, in connection with various matters and against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of any negligent act or omission or failure by consultants in the performance of Consultant's obligation under this Agreement.

18.0 General clauses

18.1 Entire Agreement & Amendments

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior written, oral or implied understandings between them on that subject matter. This Agreement may be amended, modified or supplemented only by the Authorized representatives of the parties in writing executed on behalf of both parties hereto.

18.2 Non Exclusive Agreement

The Consultant shall be free to do similar business either for itself or for any other party or offer similar services to any third parties but without in any way affecting the services agreed to be offered by it under this Agreement and subject to clause 3.5.

18.3 Severability

In the event that any provision or any portion of any provision of this Agreement shall be held invalid, illegal or unenforceable under applicable law, the remainder of this Agreement shall remain valid and enforceable in accordance with its terms.

18.4 Survival

The clauses of this Agreement, which by their very nature ought to survive termination of this Agreement, shall so survive.

Authorized Signatory
On behalf of the Client

Authorized Signatory
On behalf of the Consultant

In witness of

In witness of

Annexure 11: 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 Gujarat Infrastructure Development Board (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 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 12: Brief Profile of the Project Area

1. Introduction

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.

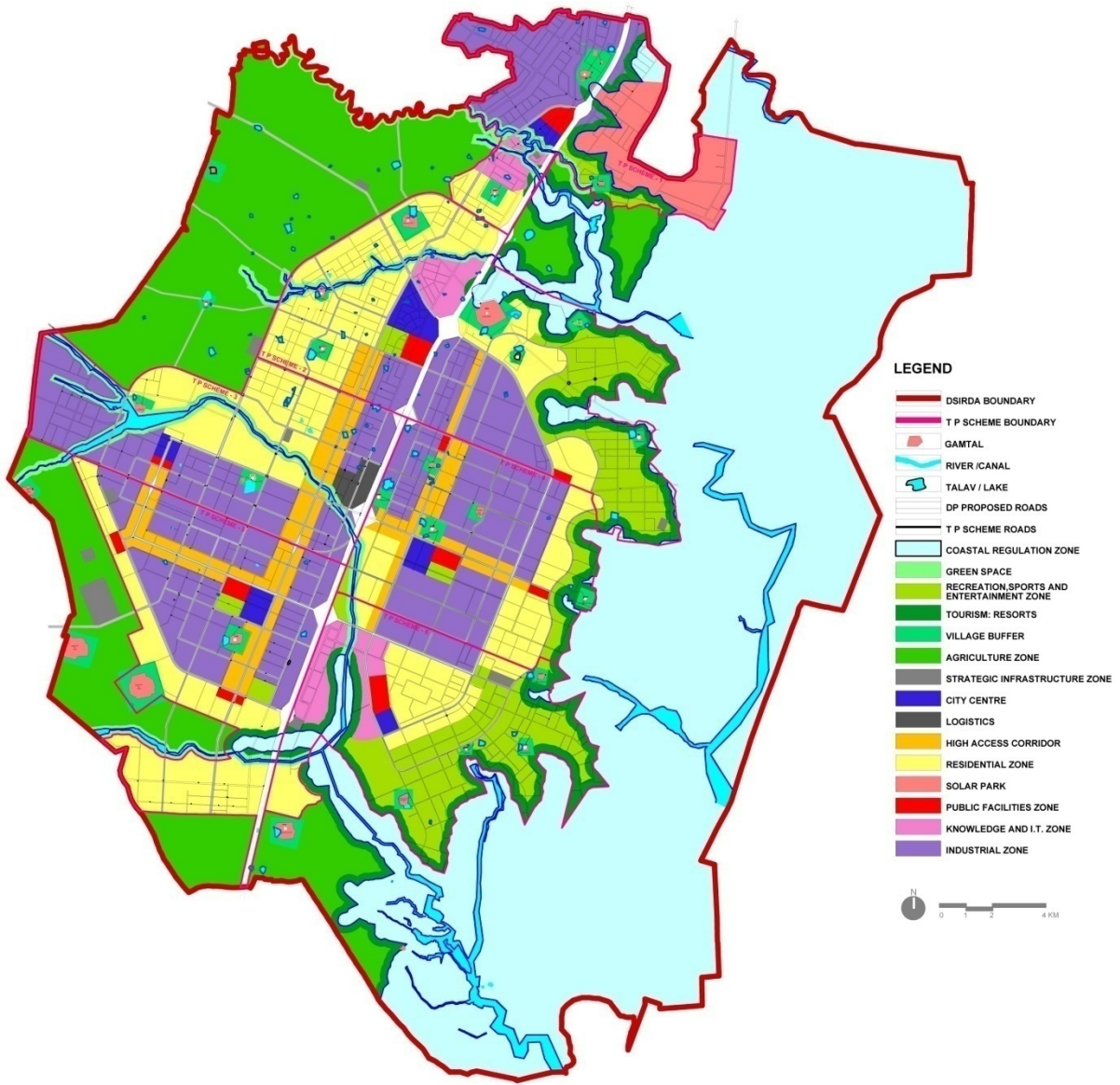
DMICDC works with State Governments for undertaking various project development activities including but not limited to feasibility studies, preparation of master plans and development plans. The State Government(s) have nominated GIDB as nodal agency for supporting DMIC Project.

2. Dholera Special Investment Region Development Plan

The Master Plan for Dholera Special Investment Region (DSIR) has been completed and is available at www.dholerasir.com. The proposed development identified in the DSIR Master Plan has been divided into 3 phases with a preliminary list of potential projects in each phase.

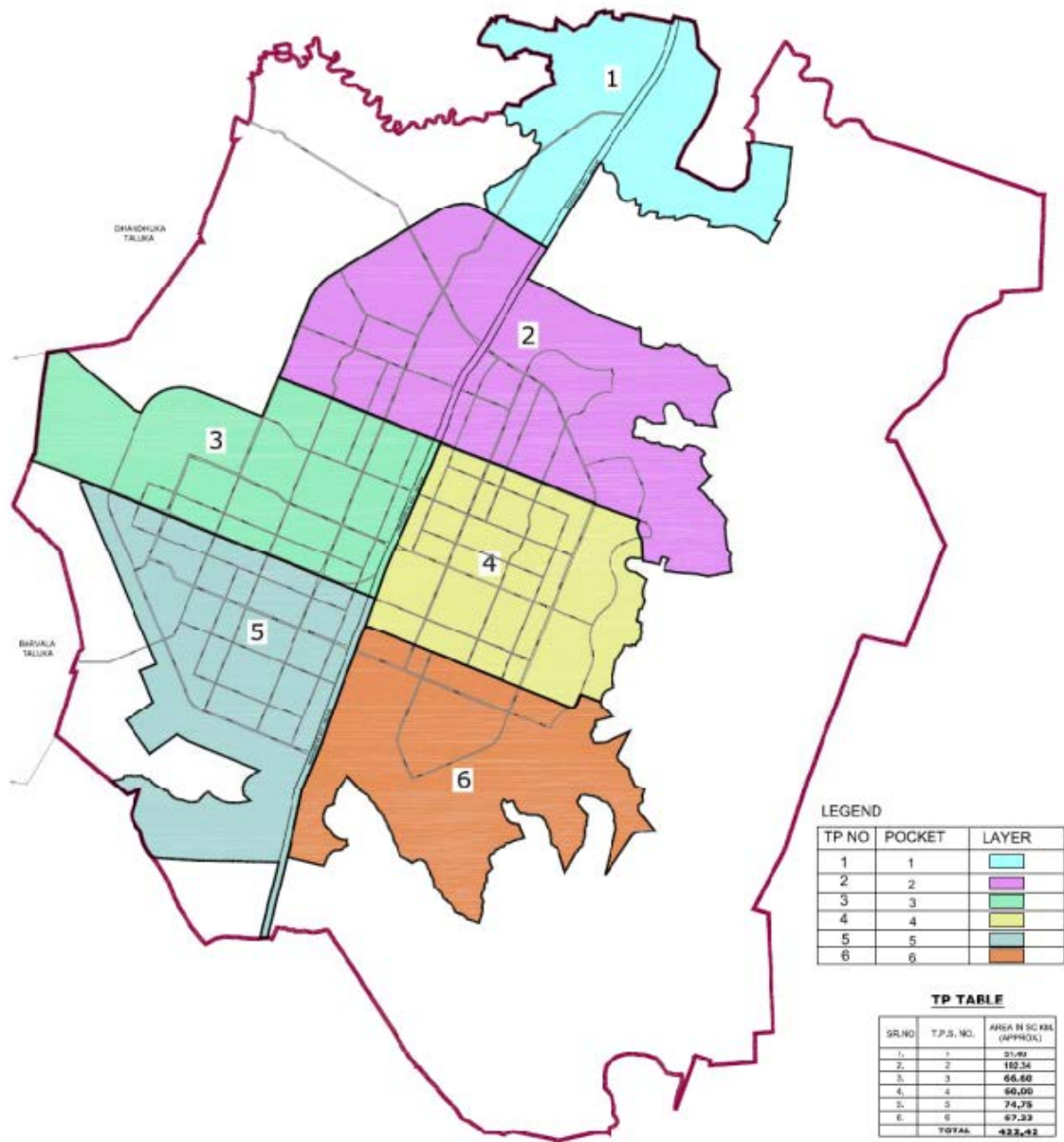
The Dholera SIR region marks the beginning of an urban renaissance for India, one characterized by the creation of new centres for excellence, production and employment enabled by high quality infrastructure and located along India's strategic commercial and movement corridors. It is emblematic of India's growing significance as an emerging economic superpower on the world stage. The city region will establish a 'new urbanism' based on a permeable and legible street hierarchy with strong public transport links that create highly connected local centres, accessible employment hubs and walkable neighbourhoods. Innovative building typologies (adopting green standards) for a range and mix of uses, tenures and densities will be provided, along with a rich green network of parks, open spaces and waterways.

Sustainability principles - environmental, economic and social - will underpin all levels of design, infrastructure, implementation and governance of the city region. Dholera will not only serve as the national exemplar for regulated (economically driven) urbanisation, it will also set global standards on resource mobilisation, public – private partnerships, and environmental programmes.



Development Plan of DSIR¹

¹The maps provided here are for illustrative purposes only.



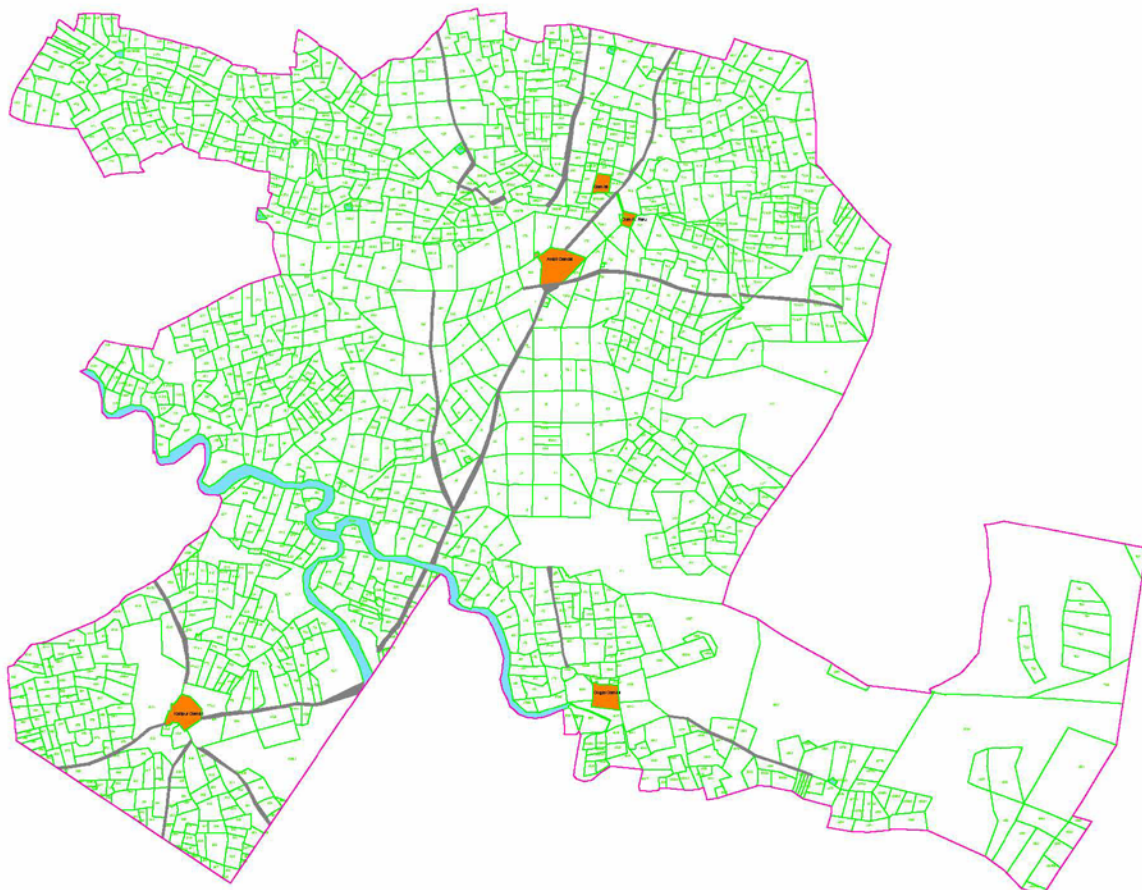
Town Planning Schemes in DSIR

3. Town Planning Schemes within DSIR Development

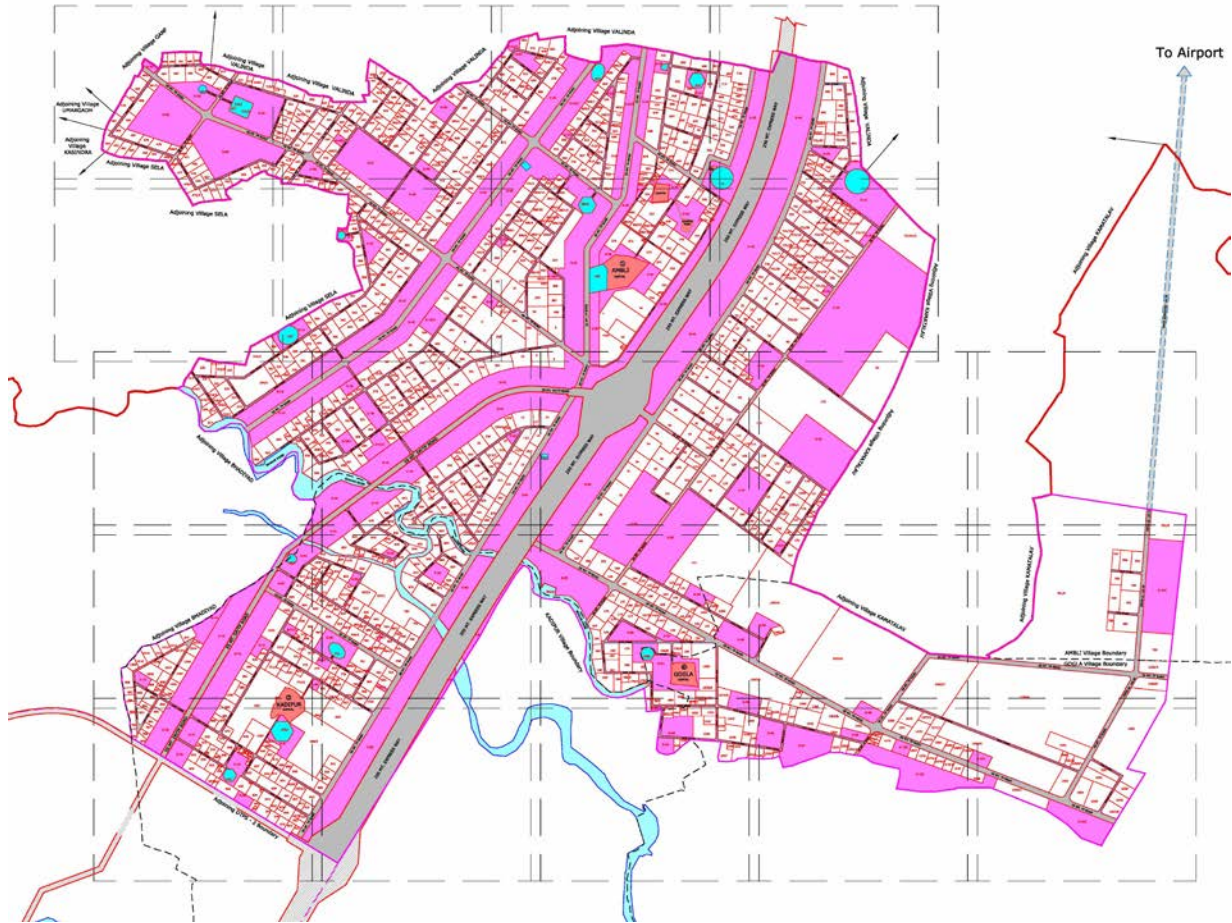
Post preparation of the Development Plan, there has been progress on many fronts towards realizing the vision of DSIR. The main effort for this was undertaken under GIDB for preparation of Town Planning Schemes of the entire DSIR. DSIR has been sub-divided into six town planning schemes. Detail maps are available on www.dholerasir.com.

4. Town Planning Scheme 1 and Town Planning Scheme 2

Post preparation of the Development Plan, there has been progress on many fronts towards realizing the vision of DSIR. The main effort for this was undertaken under DSIRDA for preparation of Town Planning Schemes of the entire DSIR. DSIR has been sub-divided into six town planning schemes. Town Planning Scheme 1 and 2 have since been notified and final stage of land transfer is underway. The TP schemes identify all roads and required infrastructure starting from 12m ROW to 250 m ROW. As part of the TPS process, this assignment is first step towards development of the required infrastructure. The TP2 area is divided by the 250m ROW expressway – TP2E and TP2W. TP2 comprises of approximately 350 kms of road and it also has a large residential and Industrial area including area for recreational uses.

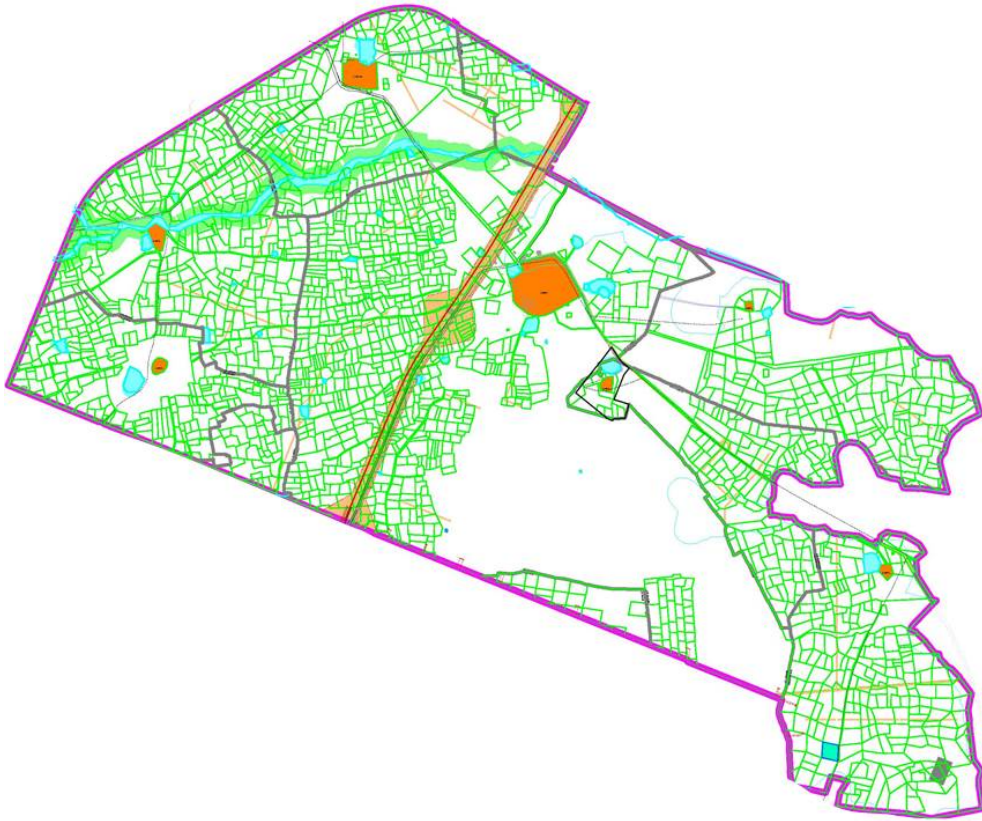


Town Planning Scheme 1 –Original Plot Plan

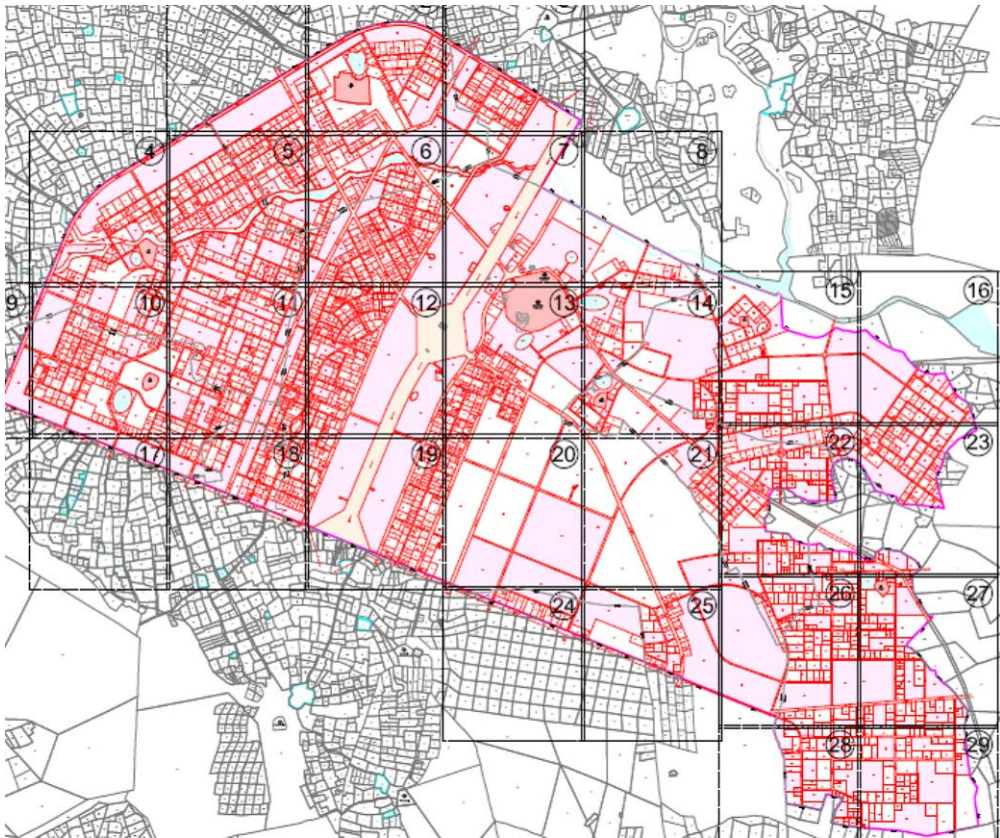


Town Planning Scheme 1 –Final Plot Plan

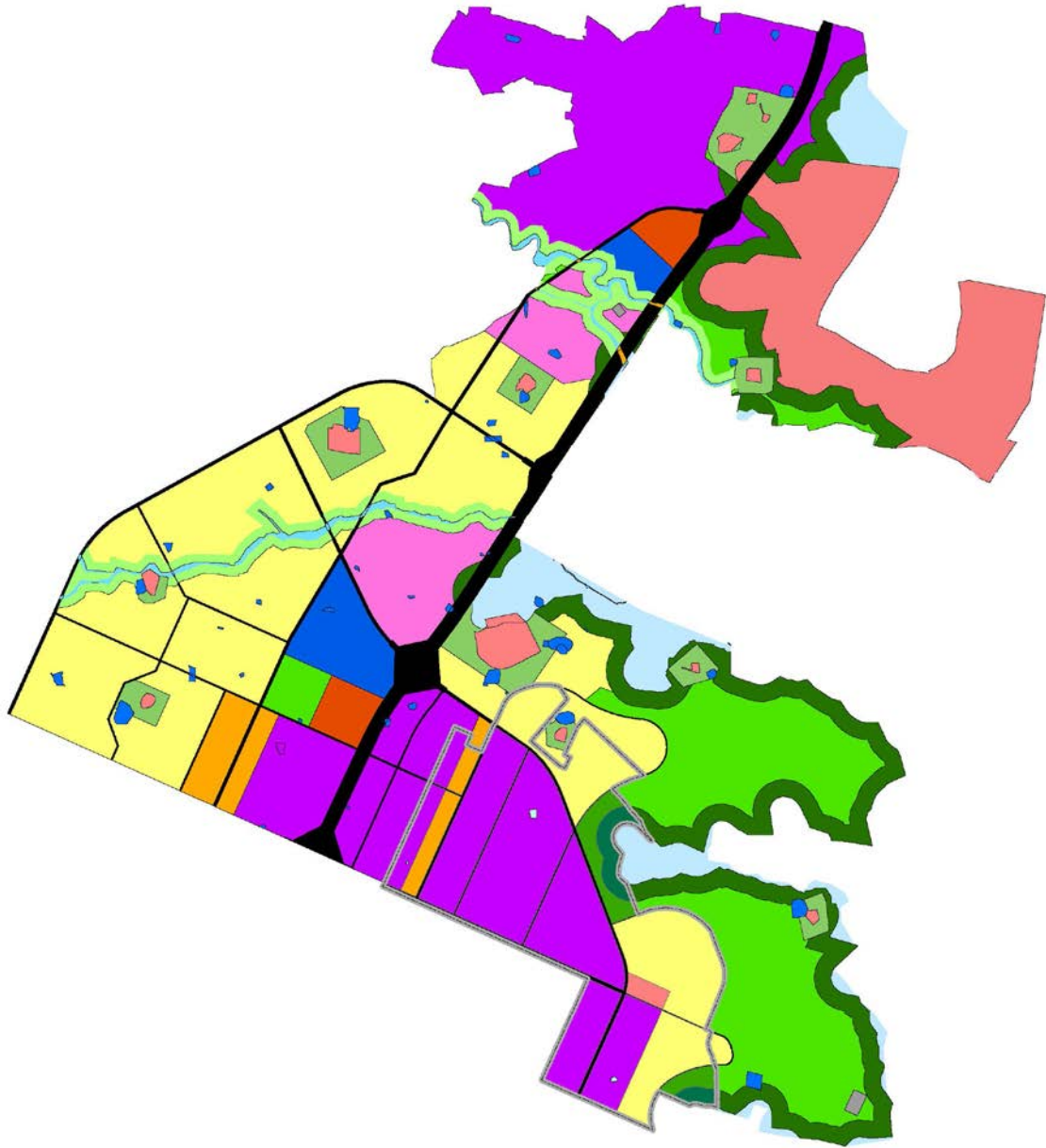
Considering the development of TP2 area with all the components listed in above is required large amount of money and time and also required longer period to develop. To start up the DSIR development with reasonable area an Activation Area was identified which would act as catalyst for further investments. The Activation Area is envisaged to trigger developmental activities in DSIR and attract local and global investments. The area shall also help build confidence in the market bringing the efforts of the past half-a-decade to fruition.



Town Planning Scheme 2 –Original Plot Plan



Town Planning Scheme 2 –Final Plot Plan



Town Planning Scheme 1 and 2 Including Activation Area