

**RFQ cum RFP for Selection of Consultant for Techno, Environmental and Commercial  
Feasibility Study of Desalination Project at Kutch, Gujarat**

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## **Section 1 Letter of Invitation**

Dated: 16/02/2015

To,

**Sub: Selection of Consultant for Techno, Environmental and Commercial Feasibility Study of Desalination Project at Kutch, Gujarat.**

Dear Sir,

We are pleased to invite you to participate in the Bidding Process for the “**Selection of Consultant for Techno, Environmental and Commercial Feasibility Study of Desalination Project at Kutch, Gujarat**”. The RFQ cum RFP is enclosed herewith.

We look forward to your participation and professional services.

Thanking you,

Yours faithfully,

**Mr. Ajay Bhadoo, IAS**  
**Chief Executive Officer**  
**Gujarat Infrastructure Development Board**  
Block No. 18, 8<sup>th</sup> Floor, Udyog Bhavan  
Gandhinagar-382 010

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## **Glossary**

Contract Agreement	As defined in Section 6
Applicant	As defined in Section 2.2.1
Authority	As defined in Disclaimer
Bid Security	As defined in Section 2.5
Conflict of Interest	As defined in Section
INR, Re, Rs.	Indian Rupee(s)
Key Personnel	As defined in Section 2.18.1
Lead Member	As defined in Section 2.6.8
Consortium/JV	As defined in Section 2.6.8
LOA	Letter of Award
RFP	Request for Proposal
Sole Firm	As defined in Section 2.6
TOR	Terms of Reference
RFQ	Request for Qualification
Performance Security	As defined in Section 2.5.5
Selection Process	As defined in Section 2.1.14
Authorised Representative	As defined in Section 2.7.4
Data Sheet	As defined in Section 2.17
PDD	As defined in Section 2.1.9
Evaluation Committee	As defined in Section 2.9.5
Successful Applicant	As defined in Section 2.9.9
Prohibited Practices	As defined in Section 2.13

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 Qualification cum 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 **Chief Executive Officer, Gujarat Infrastructure Development Board**(hereinafter referred to as “**GIDB**”), (the “**Authority**”) or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

The purpose of this RFQ cum 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, for the Consultancy Services for “**Selection of Consultant for Techno, Environmental and Commercial Feasibility Study of Desalination Project at Kutch, Gujarat**”. 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. Introduction**

### **1.1. Background**

The State Government is in the process of planning to set up a Desalination Plant at Kutch on PPP mode.

Kutch District, Gujarat is bestowed with vast coast line and hence it was decided to encourage Sea water based desalination plant. Based on same, it is decided to set up 150 MLD sea water based desalination plant in Kutch region. An SPV named Kutch Water Distribution Company, with joint equity from Gujarat Water Infrastructure Company Ltd (GWIL) and Gujarat Industrial Development Corporation (GIDC), is formed to implement this project. The project is expected to be procured on Build- Operate-Transfer model with a concession agreement of 30 years, including construction period. The Project will be located at Village Bhadreshwar, Taluka: Mundra, District: Kutch for which land shall be provided by the government at market price. A schematic map of the site is placed at Annexure B.

The project shall be procured on Build-Own-Operate & Transfer (BOOT) basis with 30 years duration including construction period. The Commercial Operation shall begin on Commercial Operation Date (COD) & the project shall under normal operation be handed over to Kutch Water Distribution Company (KWDC) on transfer date at the end of 30th year of Agreement as per Pre determined Historical Cost (DHC).

The Authority seeks the services of pre-qualified firms in Water Infrastructure sector for carrying out a Techno, Environmental and Commercial Feasibility Study and Documentation of Desalination Project at Kutch, Gujarat. The consultant shall be required to carry out detailed feasibility study as per Scope of Work and Terms of Reference.



## Section 2 Instruction to Consultants

### 2.1 Introduction

- 2.1.1 The Client named in the data sheet will select a consulting firm/ consortium/ organization (the “Consultant”), in accordance with the method of selection specified in the data sheet. Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the Client through the selection process specified in this RFQ cum RFP (the “Selection Process”). Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that GIDB’s decisions are without any right of appeal whatsoever.
- 2.1.2 The Applicants are invited to submit Pre-qualification, Technical, and Financial Proposals (collectively called as “the Proposal”), as specified in the data sheet, for the services required for the Assignment. The term “Applicant” refers to a single entity or the group of entities coming together to execute the assignment. The Proposal will form the basis for contract signing with the selected Consultant. The Consultant shall carry out the services in accordance with the Terms of Reference of this RFQ cum RFP (the “TOR”).
- 2.1.3 The Applicant shall submit his Proposal in the form and manner specified in this RFQ cum RFP. The Proposal shall be submitted as per the Annexure given in relevant sections herewith. Upon selection, the Applicant shall be required to enter into a contract with the Client in the form specified in this RFQ cum RFP (the “Contract”).
- 2.1.4 Applicants shall familiarize themselves with local conditions and take them into account in preparing their Proposals.
- 2.1.5 The Client will timely provide, the inputs and possible support required to carry out the services. The Applicants are hereby advised to undertake their own due diligence (to their complete satisfaction) before placing reliance on data/information furnished or to be provided later by the Client and/ or any of his consultants.
- 2.1.6 Applicants shall bear all costs associated with the preparation and submission of their proposals, and their participation in the Selection process, and presentation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Client or any other costs incurred in connection with or relating to its Proposal. The Client is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability.
- 2.1.7 The Client requires that the Consultant provides professional, objective, and impartial advice and at all times hold Client’s interests’ paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of the Client and the Project.
- 2.1.8 It is the Client’s policy to require that the Consultants observe the highest standard of ethics during the Selection Process and execution of such contracts. In pursuance of this policy, the Client:
- i. defines, for the purposes of this provision, the terms set forth below as follows:
- a) “Corrupt practice” means the offering, giving, receiving, or soliciting anything of value to influence the action of officials in the Selection Process or in contract execution; and

b) “Fraudulent practice” means a misrepresentation of facts in order to influence the selection process or the execution of a contract in a way which is detrimental to the Client, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the Client of the benefits of free and open competition.

ii. Will reject a proposal for award if it determines that the Applicant has engaged in corrupt or fraudulent activities in competing for the contract in question;

iii. Will declare an Applicant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Applicant has engaged in corrupt or fraudulent practices in competing for and in executing the contract.

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

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

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

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

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

2.1.14 Brief Description of the Selection Process: The Client has adopted a three stage selection process (collectively the “Selection Process”) for evaluating the Proposals comprising the Pre-Qualification, Technical and Financial Proposals to be submitted in three separate sealed envelopes. The Pre-Qualification Proposal shall be placed separately in a sealed envelope titled Request for Qualification (RFQ) along with the processing fee and Bid security as prescribed in this RFQ cum RFP document. The Technical Proposal and Financial Proposal shall be separately placed in sealed envelopes titled Request for Proposal as prescribed in this RFQ cum RFP document. The submissions for Pre-Qualification shall be evaluated first as specified in this RFQ cum RFP. Subsequently, the technical evaluation as specified in this RFQ cum RFP will be carried out only for those Applicants who meet the Pre-Qualification criteria. Based on this technical evaluation, a list of technically qualified Applicants shall be prepared. The Financial Proposals of only technically qualified Applicants will be opened. Proposals will finally be ranked according to their combined technical and financial scores as specified in this RFQ

cum RFP. The first ranked Applicant (the “Selected Applicant”) shall be issued the Letter of Award (the “LOA”) while the second ranked Applicant will be kept in reserve till the Selected Applicant provides written acceptance of the LOA.

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

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

2.1.17 Right to reject any or all Proposals:

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

2.1.18 Acknowledgement by Applicant

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

2.1.19 RFQ cum RFP Processing Fee: The RFQ cum RFP submissions shall be accompanied by a Bank Draft of INR 10,000.00 (Indian Rupees Ten Thousand only) in favour of “Gujarat Infrastructure Development Board ”, payable at Gandhinagar, Gujarat, as a non-refundable RFQ cum RFP processing fee (the “RFQ cum RFP Processing Fee”). Proposals unaccompanied with the aforesaid RFQ cum RFP Processing Fee shall be liable to be rejected by the Client.

## **2.2 Clarification and amendment of RFQ cum RFP documents**

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

**Gujarat Infrastructure Development Board,  
8th Floor, Block No. 18, Udyog Bhavan, Sector -11,  
Gandhinagar, Gujarat – 382 017  
Phone No: 91-079-23232701/4, Fax No: 91-079-23222481,  
Website: www.gidb.org, E-mail:ceo@gidb.org**

The Client will endeavour to respond to the queries not later than 2 (two) weeks prior to the PDD. The responses will be sent by fax or e-mail. The Client will post the reply to all such queries on its official website.

2.2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Applicant, modify the RFQ cum RFP documents by an amendment. All amendments/ corrigenda will be posted only on the Client's Official Website. In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Client may at its discretion extend the PDD.

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

### **2.3 Clarification and/ or interpretation of Reports**

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

### **2.4 Ownership of document and copyright**

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

### **2.5 Bid security**

2.5.1 A bid security in the form of a Demand Draft, from a scheduled Indian Bank in favour of 'Gujarat Infrastructure Development Board', valid for 180 (one hundred and eighty) days from the PDD, payable at Gandhinagar, Gujarat, for the sum of Rs 1,00,000/- (Rupees One Lakhs Only) shall be required to be submitted by each Applicant (the "Bid Security").

2.5.2 The Demand Draft in original shall be placed in an envelope and attached with the envelope containing the Pre-qualification Proposal marked as "RFQ – [name of assignment]" and "Not to be opened"

except in the presence of evaluation committee”. Bids received without the specified Bid Security will be summarily rejected.

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

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

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

2.5.5 Performance Security

(i) Performance Security equivalent to the amount indicated in this RFQ cum RFP shall be furnished before signing of the contract in form of a Bank Guarantee substantially in the form specified in the RFQ cum RFP/ contract.

(ii) For the successful bidder the Performance Security shall be retained by Client until the completion of the assignment by the Consultant and be released 180 (one hundred and eighty) days after the completion of the assignment.

(iii) In the event the Consultant is a joint venture/ consortium, the Performance Security may be provided by lead Member; provided that such Performance Security shall mention the details of this Contract and the other Members.

## **2.6 Eligibility of applicants**

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

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

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

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

- i.** the Applicant, its consortium member (the “Member”) or Associate (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 percent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5 percent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26 percent of the subscribed and paid up equity shareholding of such intermediary; or
- ii.** a constituent of such Applicant is also a constituent of another Applicant; or
- iii.** such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
- iv.** such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- v.** such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other’s’ information about, or to influence the Application of either or each of the other Applicant; or
- vi.** There is a conflict among this and other consulting assignments of the Applicant (including its personnel and sub-consultants) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Client for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- vii.** a firm which has been engaged by the Client to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as per provisions of this RFQ CUM RFP, conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
- viii.** the Applicant, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 percent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5 percent of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or subcontractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 4A of the Companies Act, 1956. For the purposes of this sub clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.
- ix.** For purposes of this RFQ CUM RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the “Associate”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50 percent of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by



contract.

- 2.6.5 An Applicant eventually appointed to provide Consultancy for this Assignment/ Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 2 (two) years from the completion of this Assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Client in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Client in accordance with the rules of the Client. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5 percent of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.
- 2.6.6 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- 2.6.7 An Applicant or its Associate should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.
- 2.6.8 In case the Applicant is a Consortium, it shall, comply with the following additional requirements:
- i.** Number of members in a consortium shall not exceed 3 (three);
  - ii.** Subject to the provisions of sub-clause (1) above, the Application should contain the information required for each member of the Consortium;
  - iii.** Members of the Consortium shall nominate one member as the lead member (the "Lead Firm"). The nomination(s) shall be supported by a Power of Attorney, as per the format in this RFQ CUM RFP, signed by all the other members of the Consortium. The duties, responsibilities and powers of such Lead firm shall pertain to incur liabilities and to receive instructions and payments for and on behalf of the Consortium. The Client expects that Lead Firm should have overall responsibility pertaining to execution of Assignment;
  - iv.** The Application should include a brief description of the roles and responsibilities of individual members;
  - v.** An individual Applicant cannot at the same time be a member of a Consortium applying for the Assignment. Further, a member of a particular Applicant Consortium cannot be member of any other Applicant Consortium applying for the Assignment;
  - vi.** No Change in the composition of the Consortium will be permitted by the Client during the Selection Process and during the subsistence of the contract (in case the successful applicant/ consultant is a consortium).
  - vii.** Members of the Consortium shall enter into a binding Joint Bidding Agreement (the "Jt. Bidding Agreement"), for the purpose of submitting a Proposal. The Jt. Bidding Agreement, to be submitted along with the Application, shall, inter alia:
    - a) clearly outline the proposed roles and responsibilities, if any, of each member;
    - b) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Consultant in relation to the Assignment until the completion of the Assignment in accordance with the contract and the TOR;
    - c) clearly define the proposed administrative arrangements (organisation chart) for the management and execution of the Assignment, if awarded to the Consortium;
    - d) except as provided under this RFQ CUM RFP, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Client.

## **2.7 Preparation of proposal**

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

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

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

i. The team leader proposed must be a permanent full time employee of the firm. It is desirable that the other key staff be either permanent full time employees of the firm or have a dedicated full time contract to work on this project.

ii. If any key staff proposed is not a permanent employee of the Applicant (including in case of a JV, of its members), a certificate from the key staff along with his current employer must be furnished mentioning his/ her availability for the project. In the absence of such certificate, his/ her CV will not be evaluated.

iii. Consultant is to ensure that the time allocated for the proposed key staff does not conflict with the time allocated or proposed for any other assignment. The Client reserves the right to request a workload projection (including time spent on other projects/clients) for the key staff.

iv. The composition of the proposed Team and Task Assignment to individual personnel shall be clearly stated.

v. No such key personnel shall be proposed for any position if the CV of the personnel does not meet the requirements of the TOR.

vi. The key personnel shall remain available for the period as indicated in the RFQ cum RFP.

vii. No alternative proposal for any key personnel shall be made and only one CV for each position shall be furnished.

viii. Each CV needs to have been recently signed by the key personnel and / or countersigned by the authorized official of the Firm. At the time of submission of bid proposal, the scanned copies of the signature of the key personnel will be allowed but at the time of signing of contract, the original signature will be required. However, in both the cases, original counter signature of Authorized signatory shall be required in original.

ix. A CV shall be summarily rejected if the educational qualification of the key personnel proposed does not match with the requirement of the RFQ cum RFP document.

x. Client certifications for the projects listed under the experience section. The certifications must confirm the project attributes (size, fee, duration etc) and the scope of work on the projects.

xi. The applicant should form a Joint Venture/ Consortium in case he wants to submit the proposal using the experience/ strength of his associate partner.

xii. If the Applicant being a Consortium is qualified on the strength of the experience of a member which is a foreign company/ entity, requisite key personnel from that foreign company/ entity shall be fielded.

xiii. In case an Applicant is proposing key personnel from educational/ research institutions, a No Objection Certificate / Consent Letter from the concerned institution shall be enclosed with his CV clearly mentioning his/ her availability for the assignment. In the absence of such certificate, his/ her CV will not be evaluated.

xiv. The personnel proposed should possess good working knowledge of English Language.

xv. No key personnel involved should have attained the age of 70 (seventy) years at the time of submitting the proposal. The client reserves the right to ask for proof of age, qualification and experience at any stage of the project.

xvi. The technical proposal must not include any financial information

2.7.4 Failure to comply with the requirements spelt out above shall lead to the deduction of marks during the evaluation. Further, in such a case, Client will be entitled to reject the Proposal. Proposals shall be typed or written in indelible ink and signed by the Authorized Representative of the Applicant who shall initial each page, in blue ink. In case of printed and published documents, only the cover



shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorised representative (the “Authorised Representative”) as detailed below:

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

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

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

- i. Date and place of signing
- ii. Purpose of JV/Consortium (must include the details of the Services hereunder which the JV/Consortium has been invited to bid)
- iii. A clear and definite description of the proposed administrative arrangements (organisation chart) for the management and execution of the assignment
- iv. Delineation of duties/ responsibilities and scope of work to be undertaken by each member along with resources committed by each member of the JV/Consortium for the proposed services
- v. An undertaking that the members of the JV/Consortium are jointly and severally liable to the Client for the performance of the services and

2.7.7 Similarly, Power of Attorney for both authorised representative and lead member of the JV/Consortium shall also be furnished as per the formats available in the RFQ cum RFP.

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

2.7.9 The Pre-Qualification Proposal should provide the following information using the attached Standard Annexure.

- i. Details of eligible projects as per the Standard Annexure so as to meet the Minimum Qualification Criteria prescribed in this RFQ cum RFP.

2.7.10 The Technical Proposal should provide the following information using the attached Standard Annexure.

- i. For recent assignments of similar nature, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm’s involvement.
- ii. The comments and suggestions provided by the Applicant on the RFP/ contract/ TOR are not binding and shall not affect the financial proposal.
- iii. Detailed Approach and Methodology for undertaking the current assignment.
- iv. Against the list of proposed staff, details of tasks assigned to each staff as per his/ her experience shall influence the evaluation.
- v. Each page of the CV must be signed in original by the Authorized representative together with original or electronic signature of the key team member at the proposal stage. However, at the time of contract signing, original signatures of both authorized representative and the key staffs shall be required.

vi. The consultant shall make the assessment of support personnel both technical and administrative to undertake the Assignment. Additional support and administrative staff shall be provided as needed for the timely completion of the Assignment within the total estimated cost. Consultant should provide time estimates of key staff as well as support staff in the staffing schedule. It is stressed that the time period for the Assignment indicated in the TOR should be strictly adhered to.

vii. Ongoing projects can be submitted with detail of progress supported by suitable documents. Projects/ assignments completed up to 80 percent or more shall only be considered for evaluation but marks awarded for such projects shall only be up to 80 percent of maximum marks. The Applicant shall provide the proof that the project is completed up to 80 percent through copy of invoice or payment received till date or through certificate from the respective client.

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

**2.7.11 Financial proposal:** While preparing the Financial Proposal, Consultants are expected to take into account the various requirements and conditions stipulated in this RFQ cum RFP document. The Financial Proposal should be a lump sum Proposal inclusive of all the costs including all taxes associated with the Assignment. While submitting the Financial Proposal, the Consultant shall ensure the following:

i. All the costs associated with the Assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the personnel (Expatriate and Resident, in the field, office, etc), accommodation, air fare, transportation, equipment, printing of documents, secondary and primary data collection, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

ii. The Financial Proposal shall take into account all the expenses and tax liabilities and cost of insurance specified in the draft contract, levies and other impositions applicable under the prevailing law on the Consultants, sub-consultants and their staff. For the avoidance of doubt, it is clarified that all taxes, excluding service tax, shall be deemed to be included in the cost shown under different items of Financial Proposal. The Consultant shall be paid only service tax over and above the cost of Financial Proposal. Further, all payments shall be subjected to deduction of taxes at source as per Applicable Laws.

2.7.12 The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFQ cum RFP.

2.7.13 The financial Proposal shall be divided into professional fee and out of pocket expenses as per forms prescribed in this RFQ cum RFP document. The break-up of remuneration and out-of-pocket expenses should match the total cost of the financial proposal.

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

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

2.7.16 The Proposals must remain valid for a period as specified in the Data Sheet. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The

Client will make its best effort to complete contract signing within this period. If the Client wishes to extend the validity period of the proposals, it may ask the consultants to extend the validity of their proposals for a stated period. Consultants, who do not agree, have the right not to extend the validity of their proposals.

## **2.8 Submission, receipt and opening of proposals**

- 2.8.1 The Proposal shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposal.
- 2.8.2 An Authorized Representative of the Applicant should initial all pages of the Pre- Qualification, Technical and Financial Proposals. The Authorized Representative's authorization should be confirmed by a written power of attorney by the competent authority accompanying the Proposal.
- 2.8.3 The Applicant shall submit **two (2) copies of Pre-Qualification Proposal (one original and one copy), two (2) copies of Technical Proposal (one original and one copy) and one copy of Financial Proposal. One soft copy in a PDF format of both Pre-Qualification and Technical Proposals shall also be submitted by the Applicant.** The Pre-Qualification, Technical and Financial 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 technical proposal, the contents as per original will only be considered.
- 2.8.4 The Pre-Qualification Proposal with Processing Fee shall be placed in a sealed envelope clearly marked "**RFQ– [Name of Assignment],**" The Bid Security, and the Technical Proposal placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL– [Name of Assignment],**" and the Financial Proposal in a sealed envelope clearly marked "**FINANCIAL PROPOSAL – [Name of Assignment]**" shall be placed in a sealed envelope clearly marked "**RFP – [Name of Assignment],**". The two sealed envelopes (RFQ and RFP) shall be placed into an outer sealed envelope bearing the submission address, name of assignment and marked "**DO NOT OPEN EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.**"

2.8.5 Proposal submissions:

<b>Outer Envelope</b>	Request for Qualification (RFQ) and Request for Proposal (RFP)	
<b><u>RFQ Envelope</u></b>	Processing Fee (Separately sealed envelope)  and Pre-Qualification Proposal (Separately sealed envelope)	<b>Annexure- 1 to 6</b>
<b><u>RFP Envelope</u></b>	Bid Security (Separately sealed envelope)	<b>In the form of Demand Draft</b>
	Technical Proposal (Separately sealed envelope)	<b>Annexure- 7 to 14</b>
	Financial proposal (Separately sealed envelope)	<b>Annexure- 15 to 18</b>

2.8.6 Submission address:

**Gujarat Infrastructure Development Board,  
8th Floor, Block No. 18, Udyog Bhavan, Sector -11,  
Gandhinagar, Gujarat – 382 017  
Phone No: 91-079-23232701/4, Fax No: 91-079-23222481,  
Website: www.gidb.org, E-mail:ceo@gidb.org**

The information on the outer envelope should also include name of the assignment.

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

2.8.8 After the deadline for submission of proposal the Pre-Qualification Proposal shall be opened by the Evaluation Committee to evaluate whether the Applicants meet the prescribed Minimum Qualification Criteria. The RFP envelope containing the Bid Security, Technical and Financial Proposals shall remain sealed.

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

## **2.9 Proposal evaluation**

2.9.1 As part of the evaluation, the Pre-Qualification Proposal submission shall be evaluated to check 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 details in accordance with the criteria set out in this RFQ cum RFP document.

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

### **RFQ Stage**

- i. The Pre-Qualification Proposal is received in the Annexure-1 to 6 of section-3 of this RFQ cum RFP;
- ii. it is received by the Proposal Due Date including any extension thereof in terms hereof;
- iii. it is accompanied by the Processing Fee as specified in this RFQ cum RFP;
- iv. it is accompanied by Joint Bidding Agreement, the Power of Attorney, for the Authorised Representative and the Lead Firm of the Consortium, if applicable;
- v. it is signed, sealed, bound together in hard cover and marked as stipulated in this RFQ cum RFP;
- vi. it does not contain any condition or qualification; and,
- vii. it is not non-responsive in terms hereof

### **RFP Stage**

#### **Technical Proposal**

- i. the Technical Proposal is received in the Annexure-7 to 14 specified in section-3 of this RFQ cum RFP;
- ii. it is received by the Proposal Due Date including any extension thereof in terms hereof;
- iii. it is accompanied by the Bid Security as specified in this RFQ cum RFP
- iv. it is signed, sealed, bound together in hard cover and marked as stipulated in this RFQ cum RFP;
- v. it does not contain any condition or qualification; and
- vi. It is not non-responsive in terms hereof.

**Financial Proposal:**

- i. The Financial Proposal is received in the Annexure- 15 to 18 of section-4 of this RFQ cum RFP
- ii. it is received by the Proposal Due Date including any extension thereof in terms hereof;
- iii. it is signed, sealed, bound together in hard cover and marked as stipulated in this RFQ cum RFP;
- iv. it does not contain any condition or qualification;
- v. It is not non-responsive in terms hereof.

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

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

## 2.9.4 Minimum Qualification Criteria

Sr.No.	Minimum Qualification Criteria	Minimum number of projects
A	The Firm should have completed feasibility study of desalination projects of a minimum 50 MLD capacity. (During the last 10 years)	3*
B	The Firm should have completed desalination projects of a minimum 50 MLD capacity for carrying out a Detailed Projects Report. (During the last 10 years)	3*
C	The Firm should have developed contract document/concession agreement for at least 50 MLD desalination project on PPP model	1
D	Average annual turnover from consultancy services for last 3 financial years i.e. 2011-2012, 2012-2013, 2013-2014	INR 20 crores**

\*For Eligible Projects under 'A' and 'B' above, ongoing projects completed to an extent of 80 percent can also be considered as eligible for qualification. For projects falling under the categories A and B above, a single project can qualify for both these categories. In that Event, it will be counted as one project separately for each category. However, a maximum of two such projects shall be admissible.

\*\*For consortium/JV firm, the lead member should have minimum 60% of Avg. annual turnover from consultancy services for last 3 financial years under 'C' above.

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

Sr.No.	Evaluation Criteria	Points
A	Specific experience of the consultants related to the Assignment. The firm should have at least 90% completed similar project of Feasibility study and detailed Project Report for Desalination Project. The emphasis will be on relevance of the projects to the assignment, size and nature of the projects i.e. of comparable size, complexity and technical speciality.	35
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"> <li>• Project appreciation and understanding of assignment</li> <li>• Project approach and methodology</li> <li>• Duties and responsibilities of the team leader and other key personnel</li> <li>• Work plan and manning schedule</li> </ul>	25
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 70 Points out of 100. A proposal will be considered unsuitable and will be rejected at this stage if it does not respond to important aspects of RFQ cum RFP Document and the Terms of Reference or if it fails to achieve the minimum technical score. The Client will notify Applicants who fail to score the minimum technical score about the same and return their Financial Proposals unopened after completing the selection process.

- 2.9.6 The Client will notify the Applicants who secure the minimum qualifying technical score, indicating the date and time set for opening the Financial Proposals. The notification may be sent by registered letter, facsimile, or electronic mail.
- 2.9.7 The Financial Proposals will be opened publicly in the presence of Applicants' representatives who choose to attend. The name of the Applicants, their technical scores and the proposed prices will be read aloud and recorded when the Financial Proposals are opened.
- 2.9.8 Evaluation Committee will determine whether the Financial Proposals are complete in all respects, unqualified and unconditional, and submitted in accordance with the terms hereof.
- 2.9.9 The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only. The man-months considered for calculation of costs for the personnel in the Financial Proposal should match the man-months for the corresponding personnel given in the Technical Proposal. In case, the man-months considered for calculation of costs for the personnel in the Financial Proposal are more than the corresponding man-months given in the Technical Proposal, the man-months considered in the Financial Proposal shall be reduced to match the man-months given in the Technical Proposal with a corresponding reduction in the cost indicated in the Financial Proposal. In case the man-months considered for calculation of costs for the personnel in the Financial Proposal are less than the corresponding man-months given in the Technical Proposal, the Consultant has to deploy the personnel for the man-months given in the Technical Proposal, without any claim or increase of the Financial Proposal. Omissions, if any, in costing of any item shall not entitle the Applicant to be compensated and the liability to fulfil its obligations as per the Terms of Reference within the total quoted price shall be that of the Applicant. The evaluation shall exclude those taxes, duties, fees, levies and other charges imposed under the Applicable Law as applicable on foreign and domestic inputs. The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be determined using the following formula:



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

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

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

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

where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that will be 0.60:0.40.

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

## **2.10 Negotiation**

2.10.1 The selected applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of proposal, but will be for re-confirming the obligations of the consultant under this RFQ cum RFP. Issues such as deployment of key personnel, scope of work, methodology and quality of work plan shall be discussed during negotiations. In case the selected applicant fails to reconfirm its commitment, the Client reserves the right to designate the next ranked Applicant as the Selected Applicant and invite for negotiations.

2.10.2 The Client will examine the CVs of all other key personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Client.

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

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

## **2.11 Award of contract**

2.11.1 After selection, a Letter of Award (the "LOA") will be issued, in duplicate, by the Client to the Successful Applicant and the Successful Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Applicant is not received by the stipulated date, the Client may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre- estimated loss and damage suffered by the



Client on account of failure of the Successful Applicant to acknowledge the LOA, and the next highest ranking Applicant may be considered.

- 2.11.2 Performance Security: Performance Security equivalent to 5 (five) percent of the total cost of Financial Proposal shall be furnished from a nationalised/ Scheduled Bank, before signing of the contract, in form of a Bank Guarantee substantially in the form specified at Annexure-A of the contract. For the successful bidder the Performance Security will be retained by Client until the completion of the assignment by the Consultant and be released 180 (One hundred eighty) days after the completion of the assignment.
- 2.11.3 Execution of contract: After acknowledgement of the LOA and furnishing of Performance Security as aforesaid by the Successful Applicant, it shall execute the Agreement within 30 (thirty) days from the date of issue of LOA. The Successful Applicant shall not be entitled to seek any deviation in the Agreement
- 2.11.4 Commencement of Assignment: The Successful Applicant/ Consultant is expected to commence the Assignment on the date of commencement of services as prescribed in the Contract. If the Successful Applicant fails to either sign the Agreement or commence the assignment as specified herein, the Client may invite the second ranked Applicant for contract signing. In such an event, the Bid Security/ Performance Security, as the case may be, of the first ranked Applicant shall be liable to be forfeited by the Client.

## **2.12 Confidentiality**

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

## **2.13 Fraud and corrupt practices**

- 2.13.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFQ cum RFP, the Client will reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Client will, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security, as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, time, cost and effort of the Client, in regard to the RFQ cum RFP, including consideration and evaluation of such Applicant's Proposal.
- 2.13.2 Without prejudice to the rights of the Client under this Clause, hereinabove and the rights and remedies which the Client may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Client to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFQ cum RFP issued by the Client during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Client to have directly or through an agent, engaged or indulged in any corrupt

practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

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

- (i) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Client, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Client in relation to any matter concerning the Project;
- (ii) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (iii) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- (iv) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (v) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## **2.14 Pre-Bid meeting**

2.14.1 One 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 an authorisation letter from the Applicant.

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

## **2.15 Miscellaneous**

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

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

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

2.15.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Client, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

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

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

## 2.16 Tentative schedule for selection process

The Client will endeavour to follow the following schedule:

Date of issue of RFQ cum RFP	16/02/2015
Last date for receiving queries/requests for clarifications	23/02/2015
Pre-bid meeting & response to queries/requests for clarifications	02/03/2015
Proposal Due Date (PDD) (Last date of Proposal submission)	31/03/2015

## 2.17 Data sheet

Reference	Description
2.1.1	The name of Client is: "Gujarat Infrastructure Development Board (GIDB). The method of selection is Quality cum Cost – Based Selection (QCCBS). The weights given to technical and financial proposals are: <ul style="list-style-type: none"><li>• Technical = 0.6</li><li>• Financial = 0.4</li></ul>
2.1.2	The main objective of this assignment is: Selection of Consultant for Techno, Environmental and Commercial Feasibility Study of Desalination Project at Kutch, Gujarat. The detailed descriptions of services are mentioned in the Scope of Work under section-5 Terms of Reference.

2.2	<p>Consultants may seek clarification on this RFQ – cum - RFP document, within a week of the date of issue of this RFQ – cum - RFP document. Any request for clarification must be sent by standard electronic means (PDF and word file)/ fax to the Client’s office addressed to:</p> <p><b>Chief Executive Officer (CEO)</b>  <b>Gujarat Infrastructure Development Board,</b>  <b>8th Floor, Block No. 18, Udyog Bhavan, Sector -11,</b>  <b>Gandhinagar, Gujarat – 382 017</b>  <b>Phone No: 91-079-23232701/4, Fax No: 91-079-23222481,</b>  <b>Website: www.gidb.org, E-mail:ceo@gidb.org</b></p>
2.14	<p>Date &amp; Time of pre bid meeting <u>02/03/2015</u> at 11.00 am, at the Official Address.</p>
2.7.16	<ul style="list-style-type: none"> <li>• The proposal of the consultant shall be valid for 180 (one hundred and eighty) days from the Proposal Due Date.</li> <li>• Duration of Assignment: 18 Weeks</li> <li>• The extent of sub-contracting would be restricted to 20 (Twenty) percent of the contract price with an exception of Geo-technical investigation. The client will be provided by the consultant with particulars (name, financial and technical back ground, excluding prices) of sub- consultants.</li> </ul>
2.8.5	<p>The last date of submission of Proposal is 31/03/2015 before 5:00 pm (IST). The address for submission of Proposal is,</p> <p><b>Gujarat Infrastructure Development Board,</b>  <b>8th Floor, Block No. 18, Udyog Bhavan, Sector -11,</b>  <b>Gandhinagar, Gujarat – 382 017</b>  <b>Phone No: 91-079-23232701/4, Fax No: 91-079-23222481,</b>  <b>Website: www.gidb.org, E-mail:ceo@gidb.org</b></p>
2.8	<p>The consultant to state cost in Indian Rupees only.</p> <p>Consultants must submit:</p> <ul style="list-style-type: none"> <li>• Pre-Qualification Proposal: Two copies (one original + one copy) and one soft copy (PDF Format).</li> <li>• Technical proposal: Two copies (one original + one copy) and one soft copy (PDF Format).</li> <li>• Financial proposal: One Original hard copy.</li> </ul>

**2.18 Required experience and expertise of Key personnel/ staff**

2.18.1 List of minimum key personnel/ staff

Sr. No.	Expert / Key persone	Minimum No. of Personnel	Min. Qualification	Experience in similar Work (Years)
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1	Project Expert	01	Post Graduate degree in Civil/ Public Health Engineering/ Environmental Engineering	Having more than 20 years of experience in Desalination Plants, intake & outfall. Served as Team leader and should have prepared Detailed Project Report (DPR) or Techno-economic Feasibility Report, for at least one Desalination Plant of capacity of 25 MLD in India or abroad.
2	Plant Design Expert	01	Post Graduate in Engineering & Project Management	Having more than 15 years of overall experience in designing of desalination plant projects. Experience of at least one Desalination Plant having capacity of 25 MLD in India or abroad.
3	Finance Expert	01	Post-Graduate in Economics/ MBA (Finance)	Having more than 15 years of overall experience in carrying out financial and economic analysis of infrastructural projects, Project funding, Financial structuring.
4	Contract Specialist	01	Post graduate Degree in any discipline with Bachelor Degree in Engineering	Having more than 15 years of overall experience in preparing and drafting Bid Documents, Concession agreements covering legal and contractual aspects, risk allocation between Government and Private Investor for Infrastructure Projects & desalination projects on PPP mode in India or abroad.
5	Environmental & Safety Expert	01	Post- Graduation in Environmental Engineering	Having more than 15 years of overall experience in carrying out environmental studies, assessment and management plan and safety relating to water projects having knowledge of Environment legislation & policy of MoEF, GoI
6	Surveyor	01	Graduation in Engineering	Having 10 years of overall experience in carrying out survey assignments for water infrastructure project.

- Consultants, who are executing ongoing mandates from GIDB, must propose a separate team of key staff while bidding for this project.
- The key staff proposed above should be available for presentations/ discussions/ meetings with the GIDB, KWDC and State Government in Gandhinagar as required before delivery of every milestone.
- A summary of experience (in one page) is to be provided by the consultant for each of the key staff.
- Age of the key staff proposed should not be more than 70 (Seventy) Years on the last day of submission of proposal.
- The client reserves the right to ask for the details regarding the proof of age, qualification and association of the key staff with the firm.

#### 2.18.2 Qualification and competence of key staff

The total number of marks allocated for qualification and competence of the proposed Key Staff is 40 marks.

2.18.3 Evaluation criteria for Key personnel/ staff

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

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

### **Section 3. Technical Proposal – Standard Forms**

- Annexure-1: Pre-qualification Proposal Submission Form
- Annexure-2: Format for pre-qualification proposal (eligible projects)
- Annexure-3: Format for pre-qualification proposal (Average Annual Turnover from Consulting Business of the Applicant)
- Annexure-4: Format for Joint Bidding Agreement (in case of JV/ consortium)
- Annexure-5: Format for Power of Attorney for Authorized Representative
- Annexure-6: Format for Power of Attorney for Lead Member of JV/ consortium
- Annexure-7: Technical Proposal Submission Form
- Annexure-8  
& 8.1 : Applicant's Experience
- Annexure-9: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client
- Annexure-10: Description of Approach, Methodology and Work Plan for Performing the Assignment
- Annexure-11: Team composition and Task Assignments (of each team member)
- Annexure-12: Curriculum Vitae (CV) for Proposed Professional Staff (with one page of summary of experience)
- Annexure-13: Time Schedule for Professional Personnel (Staffing Schedule)
- Annexure-14: Activity (Work) Schedule

**Annexure-1: Pre-Qualification Proposal Submission Form**

[Location, Date]

To

**Chief Executive Officer  
Gujarat Infrastructure Development Board,  
8th Floor, Block No. 18, Udyog Bhavan, Sector -11,  
Gandhinagar, Gujarat – 382 017  
Phone No: 91-079-23232701/4, Fax No: 91-079-23222481,  
Website: www.gidb.org, E-mail:ceo@gidb.org**

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

Dear Sir,

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

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

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

1. We acknowledge that GIDB will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
3. We shall make available to GIDB any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of GIDB to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. We declare that:
  - a) We have examined and have no reservations to the RFQ cum RFP, including any Addendum issued by the Authority;



- b) We do not have any conflict of interest in accordance with the terms of the RFQ cum RFP;
  - c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFQ cum RFP document, in respect of any tender or request for proposal issued by or any agreement entered into GIDB or any other public sector enterprise or any government, Central or State; and
  - d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants.
  8. We declare that we are not a member of any other Consortium/JV applying for selection as a Consultant.
  9. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
  10. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that neither we nor any of our consortium members have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFQ cum RFP.
  11. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/Managers/employees.
  12. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by GIDB in connection with the selection of Consultant or in connection with the selection process itself in respect of the above mentioned Project.
  13. We agree and understand that the proposal is subject to the provisions of the RFQ cum RFP document. In no case, shall we have any claim or right of whatsoever nature if the consultancy for the Project is not awarded to us or our proposal is not opened or rejected.
  14. We agree to keep this offer valid for one hundred eighty (180) days from the PDD specified in the RFQ cum RFP.
  15. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith.
  16. In the event of our being selected as the Consultant, we agree to enter into a Contract in accordance with the contract prescribed in the RFQ cum RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.

17. We have studied RFQ cum RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by GIDB or in respect of any matter arising out of or concerning or relating to the selection process including the award of consultancy.
18. The Technical and Financial Proposal is being submitted in a separate cover. This Pre-qualification Proposal read with the Technical and Financial Proposal shall constitute the application which shall be binding on us.
19. We agree and undertake to abide by all the terms and conditions of the RFQ cum RFP Document.

We remain, Yours

sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

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

**Annexure-2: Format for Pre-qualification Proposal (eligible projects)****Project Specific Experience**

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

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

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

Firm's Name:

Authorized Signature:

Note:

In case fee was paid in currency other than Indian Rupees, the exchange rate should be considered based on TT buying rates as on February '2015 for the purpose of conversion.

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

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

**Name of Firm:** [in case of JV/Consortium submit details of each firm separately]

S. No.	Financial years	Average Annual turnover from consulting business of the applicant(INR)
1.	2011-2012	
2.	2012-2013	
3.	2013-2014	
	<b>Average for three years</b>	[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 and the Net Worth on March 2014 is..... (applicable for Lead Member only).

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-4: 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,

3. [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);

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, a statutory Board of the Government of Gujarat, having its registered office at 8<sup>th</sup> Floor, Block no. 18, Udyog Bhavan, Sector-11, Gandhinagar, Gujarat 382 017 (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals ("the Applications") by its Request for Qualification cum Request for Proposal dated [date] (the "RFQ cum RFP") for appointment of consultant for [name of assignment] (the "Consultancy").
- b) The Parties are interested in jointly bidding for the Consultancy as members of a Consortium and in accordance with the terms and conditions of the RFQ cum RFP document and other bid documents in respect of the Consultancy, and
- c) It is a necessary condition under the Consultancy document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

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

2. Consortium

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

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

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

SIGNED, SEALED & DELIVERED

For and on behalf of

MEMBER IN-CHARGE by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

SECOND PART by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

THIRD by:

[Signature]

[Name]

[Designation]

[Address]

In presence of:

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

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, lay down by the Applicable Law and the charter documents of the executants (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-5: Format for Power of Attorney for Authorized Representative**

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

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

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

For [name and registered address of organization]

[Signature]

[Name]

[Designation]

Witnesses:

1. [Signature, name and address of witness]

2. [Signature, name and address of witness]

Accepted

Signature]

[Name]

[Designation]

[Address]

Notes:

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

**Annexure-6: Format for Power of Attorney for Lead Member of JV/ consortium**

(To be executed by all members of the Consortium)

Whereas the Gujarat Infrastructure Development Board, a statutory Board of Government of Gujarat (the “Authority”) has invited proposals for selection of consultant for [name of assignment] (the “Consultancy”).

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

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS,

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

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

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

SIGNED, SEALED & DELIVERED

For and on behalf of

MEMBER IN-CHARGE by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

SECOND PART by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

THIRD by:

[Signature]

[Name]

[Designation]

[Address]

In presence of:

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

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal or official seal of all members.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming apostolic certificate.
4. In case of consortium, above Performa to be submitted for each consortium member and minimum eligibility criteria for revenue should be satisfied by the lead member.

**Annexure-7: Technical Proposal Submission Form**

[Location, Date]

To

**Chief Executive Officer  
Gujarat Infrastructure Development Board,  
8th Floor, Block No. 18, Udyog Bhavan, Sector -11,  
Gandhinagar, Gujarat – 382 017**

**Phone No: 91-079-23232701/4, Fax No: 91-079-23222481,  
Website: www.gidb.org, E-mail:ceo@gidb.org**

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

Dear Sir,

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

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

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

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

1. We acknowledge that GIDB will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
3. We shall make available to GIDB any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of GIDB to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

6. We declare that:
- a) We have examined and have no reservations to the RFQ cum RFP, including any Addendum issued by the Authority;
  - b) We do not have any conflict of interest in accordance with the terms of the RFQ cum RFP;
  - c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFQ cum RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with GIDB or any other public sector enterprise or any government, Central or State; and
  - d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants.
8. We declare that we are not a member of any other Consortium/JV applying for selection as a Consultant.
9. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
10. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that neither we nor any of our consortium members have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFQ cum RFP.
11. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.
12. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by GIDB in connection with the selection of Consultant or in connection with the selection process itself in respect of the above mentioned Project.
13. We agree and understand that the proposal is subject to the provisions of the RFQ cum RFP document. In no case, shall we have any claim or right of whatsoever nature if the consultancy for the Project is not awarded to us or our proposal is not opened or rejected.
14. In the event of our being selected as the Consultant, we agree to enter into a Contract in accordance with the contract prescribed in the RFQ cum RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.



15. We have studied RFQ cum RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by GIDB or in respect of any matter arising out of or concerning or relating to the selection process including the award of consultancy.
16. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall be binding on us.
17. We agree and undertake to abide by all the terms and conditions of the RFQ cum RFP Document.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

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

**Annexure-8: Applicant's Experience**

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

- USE PROJECTS WITH COPY OF PROOF OF EXPERIENCE
- PROJECTS WITHOUT THE PROOF OF EXPERIENCE FROM RESPECTIVE CLIENT WILL NOT BE CONSIDERED.
- EXHIBIT PROJECTS IN THE LAST TEN YEARS ONLY.

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 & Address:	Total No. of staff-months of the assignment:
Type of Study :  Experience in carrying out techno-economic feasibility of minimum 50 MLD capacity Desalination Projects	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:

- In case fee was paid in currency other than Indian Rupees, the exchange rate should be considered based on TT buying rates as on February, 2015 for the purpose of conversion.
- Please limit the description of the project in two A4 size single-sided sheets of paper (one A4 size sheet of paper if printed on both sides). Descriptions exceeding two A4 size sheet of paper shall not be considered for evaluation.

**Annexure-8.1: Applicant's Experience**

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

- USE PROJECTS WITH COPY OF PROOF OF EXPERIENCE
- PROJECTS WITHOUT THE PROOF OF EXPERIENCE FROM RESPECTIVE CLIENT WILL NOT BE CONSIDERED.
- EXHIBIT PROJECTS IN THE LAST TEN YEARS ONLY.

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 & Address:	Total No. of staff-months of the assignment:
Type of Study :  Experience in carrying out project structuring assignments of large water infrastructure projects having project cost of more than Rs.100 Crores	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:

- In case fee was paid in currency other than Indian Rupees, the exchange rate should be considered based on TT buying rates as on February, 2015 for the purpose of conversion.
- Please limit the description of the project in two A4 size single-sided sheets of paper (one A4 size sheet of paper if printed on both sides). Descriptions exceeding two A4 size sheet of paper shall not be considered for evaluation.

***Annexure 9: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client***

A: On the Terms of Reference

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

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

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

C: On Technical Proposal

- 1.
- 2.
- 3.

D: General Comments

- 1.
- 2.

### ***Annexure- 10 : Description of Approach, Methodology and Work Plan for Performing the Assignment***

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

- A. Project Management Approach
- B. Technical Approach and Methodology,
- C. Work Plan, and
- D. Organisation and Staffing.

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

**Annexure-11: Team Composition and Task Assignments**

<b>1. Professional staff*</b>							
Name of staff	Name of Firm	Area of expertise	Position assigned	Education Qualification	Tasks assigned	Employment Status (Regular/Part Time/Other)	Nos. of Years relevant experience

<b>2. Support staff</b>							
Name of staff	Name of Firm	Area of expertise	Position assigned	Education Qualification	Tasks assigned	Employment Status (Regular/Part Time/Other)	Nos. of Years relevant experience

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

**Annexure -12: Curriculum Vitae for Proposed Professional Staff (with one page of summary of experience)**

1.	Proposed position for this assignment	<i>{Only one candidate should be nominated for each position as sought}</i>
2.	Name of firm	
3.	Name of staff	[First] [Middle] [Surname]
4.	Date of birth	[DD/MM/YYYY]
5.	Nationality	
6.	Education	[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and year of obtainment starting from the latest degree]
7.	Membership of Professional Organizations	
8.	Training & Publications	[Indicate significant training since education degrees (under 5) were obtained]
9.	Countries of Work Experience	[List countries where staff has worked in the last ten years]

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

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

14.	<b>Relevant Experience</b> <i>{Please provide details of relevant assignment, with respect to task assigned for the proposed study (as mentioned in (i) above. Kindly provide following information of each assignment)}</i>	Name of assignment or project: Year: Location: Client: Project Cost: Main project features: Positions held: Activities performed:
15.	Total no of years' experience	Total no. of Years in Consultancy Service: <hr/> Total no. of Years in services other than Consultancy Service : <hr/> Total Experience :
16.	Certification	I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Signature	Signature
Date: [dd/mm/yyyy]	Date: [dd/mm/yyyy]
Name of staff member:	Name of Authorized Signatory:

**Note:**

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



**Annexure-13: Time Schedule for Professional Personnel**

- Please provide PERT chart of the work schedule. Provide Completion dates of various milestones.
- Also provide staffing schedule, which should mention, detail schedule of each member of the proposed team, assignment which would be carried out by them, timeframe during which they will work etc.

Sl. No.	Name	Position	Reports Due/Activities	Months (in the form of a Bar Chart)												Number of Person - Month
				1	2	3	4	5	6	7	8	9	...	18		
1.																Subtotal (1)
2.																Subtotal (2)
3.																Subtotal (3)
4.																Subtotal (4)
Grand Total of Person - Months																

Full-time:  
 Reports Due:  
 Activities Duration:

Part-time:

Signature:  
 (Authorized Representative)  
 Full Name:  
 Title:

**Annexure 14 Activity (Work) Schedule**

<b>A. Field Investigation and Study Items:</b>												
		<b>Week wise Program (in form of Bar Chart)</b> <b>[1st, 2nd, etc. are weeks from the start of assignment]</b>										
Sl. No.	Item of Activity (Work)	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th
	_____											
	_____											
	_____											
	_____											
	_____											

<b>B. Completion and Submission of Reports</b>	
<b>Reports</b>	<b>Programme: (Date)</b>

## **Section 4. Financial Proposal – Standard Forms**

Annexure-15: Financial Proposal Submission Form

Annexure-16: Summary of Costs

Annexure-17: Breakdown of Costs

Annexure-18: Breakdown of Remuneration Of key staff

**Annexure-15: Financial Proposal Submission Form**

[Location]

[Date]

To

**Chief Executive Officer  
Gujarat Infrastructure Development Board,  
8th Floor, Block No. 18, Udyog Bhavan, Sector -11,  
Gandhinagar, Gujarat – 382 017**

**Phone No: 91-079-23232701/4, Fax No: 91-079-23222481,  
Website: www.gidb.org, E-mail:ceo@gidb.org**

Dear Sir,

**Subject: [name of assignment].**

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

**Annexure-16: Summary of Costs**

Item	Cost (INR)	
	Amount in words	Amount in figures
Costs of Financial Proposal * (Except Service Tax but including all other taxes)- Annexure-17 –(X)		
Service Tax- (Y)		
<b>Total cost of Financial Proposal – (X+Y)</b>		

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

\* The cost of Financial Proposal should match with the break-up of the costs given as per the Annexure-17 & 18.

**Annexure-17: Breakdown of Costs**

Cost Component	Amount in words (INR)	Amount in figures (INR)
Remuneration(Annexure-18)		
Out of pocket expenses & Admin Cost		
Cost of financial proposal		

**Annexure-18: Breakdown of Remuneration Of key staff and Support Staff**

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

## Section 5. Terms of Reference

### 5.1 General

The Authority seeks the services for carrying out a **Techno, Environmental and Commercial Feasibility Study of Desalination Project at Kutch, Gujarat**. The Feasibility Report shall include a techno-economic feasibility study including the financial viability of the Project. The Terms of Reference (the “TOR”) for this assignment are specified below.

### 5.2 Objective

To engage suitable consultant for preparation of Technical, Environmental and Commercial Feasibility study for the 150 MLD Desalination Plant on PPP mode at revenue survey no.733 of Village Bhadreshwar, Ta: Mundra, Dist : Kutch, Gujarat. Schematic map of site location is placed at **Annexure-B** and land parcel size & survey no. is placed at **Annexure B.1 & B.2**.

The project shall be procured on Build-Own-Operate & Transfer (BOOT) basis with 30 years duration including construction period. Commercial operation shall begin on Commercial Operation Date (COD) & the project shall be under normal operation handed over to Kutch Water Distribution Company (KWDC) on transfer date at the end of 30th year of Agreement as per Pre determined Historical Cost (DHC).

Based on Demand-Supply analysis the project implementation may also be phased.

### 5.3 Scope of Work

The scope of work for the study is as per the following Terms of Reference. Aim is to assess demand-supply scenario, willingness to pay, technical assessment, identification of various approvals requirement & viable financial structuring & project documentation (which includes RFP, legally sound Concession Agreement (CA), RFP Ranking sheet etc.).

#### 5.3.1 Module-1: Reconnaissance survey and Data Collection:

- The consultant will carry out detailed Geographical& Topographical analysis of site and project influence area, which will include Rivers, Natural Drains, Canals, Ponds, Creeks, Estuaries, Wet lands, Rural-Urban boundaries, Terrain/ Contours etc. details. In process they will also collect climatic information for appropriate period, like temperatures, winds, rain, evaporation etc.
- The consultant shall also examine environmental aspects like forest area, marine park, other water bodies, Eco-sensitive Zone, Bio-diversity, Sanctuary, CRZ boundary/category and special Biological Significance area etc.

- They will gather High Tide line, Low tide line and seasonal variation data for duration appropriate to set up such capacity sea water based desalination plant. This may involve both secondary data gathering and primary investigations.
- The project influence area may also be examined in terms of disasters like Seismic, Flood, and Storm etc. Mapping of existing & proposed Infrastructure details (Surface & Underground) including Heritage site around proposed site and collection of relevant Data/Map/Reports etc. The investigation shall also highlight any legal and other restrictions with reference to setting up of such plant and suggest appropriate mitigation requirement/approvals.
- The consultant would also carry out basic geotechnical investigations like Soil sampling and investigation, Soil characteristics, and Soil Strata etc.
- Detailed Bathymetric survey needs to be carried out at every 25m and to gather sea water quality data (Salinity, Turbidity, Temperature, sea depth and sea bed characteristics) to suggest Intake and Outfall locations and for Intake and outfall design.
- The consultant shall in process also carry out detailed Socio-Economical investigation of the project influence area like (habitation locations, Population, Occupation, Education, Health etc.)
- They will also carry out detailed water Demand-Supply assessment of the region in terms of Industrial water demand and other water demands. For this Industrial profile of the entire region needs to be captured. This assessment will also include appropriate Willingness-to-Pay survey.

### **5.3.2 Module-2: To prepare Technical and Economical Pre-feasibility reports;**

#### **5.3.2.1 Technical Assessment shall** comprise of but not restricted to the following;

- Based on the information gathered during Module-1 stage, the consultant shall identify and propose technical elements of the project. This will include project phasing (if any), Inlet and outfall location coordinate options, and civil structure/foundation requirements for inlet and outfall system, alignment and likely pipe-diameters. It will also capture details of all approval and clearance requirement and name of associated approval agencies.
- The consultant shall also fix the output water quality parameters acceptable to bulk consumers and local industries. They will also fix the reject water disposal parameters at outfall.

- The consultant shall also suggest how output water should be distributed to the Bulk consumers. This investigation may involve existing water network in the region and concept of water blending. Based on this the consultant may suggest output sump/storage location, water measuring location and optimal water distribution system.
- They would also assess power requirement for the plant, possible Energy sources and power tapping point.
- The consultant would examine various desalination technologies and tentative Plant layout with such technologies, Desalination Project Components& land requirement. This would include operation and maintenance space requirements and quality control space requirement like lab setting space. Such recommendation may also integrate the plant site with existing infrastructure facilities (Road, Water, Drainage, Power etc.)
- Finally, the consultant shall highlight various Technical and legal constraints and suggest appropriate mitigation measures.

#### **5.3.2.2 Techno-Commercial Modelling:**

- Based on technical assessment the consultant shall estimate and suggest the likely Desalination project cost of suggested options and the likely Operation & Maintenance cost over a concession duration of 30 years (including construction period).This analysis shall also include cost up to inlet, outfall and output water storage sump. For this, the consultant may study two world class project of similar nature at national or international level to support own recommendations.
- The cost of proposed compatible distribution network would also be estimated and proposed under project cost head separately.
- Based on above project cost estimates and after detailed financial analysis the consultant shall suggest appropriate project financing model options and cash flow options. Such model will propose various output water tariff scenarios over 30 years, for both with or without water distribution cost component. In such model they may also capture various financial incentives /exemptions/concessions/subsidies that may be tapped for such project. They may also suggest suitable Public-private partnership model to procure such project and acceptable Tariff policy.
- They would examine all financial and legal aspects to recommend suitable project implementation strategy and institutional mechanism. This will include compilation



of various associated risks and most appropriate mitigation mechanism recommendations.

### **5.3.3 Module-3 Environmental Impact Assessment (EIA):**

- The consultant has to study, analyze and propose all compliances required to set up such plant at identified location and its operation and maintenance over project span of 30 years. Hence they would analyze site conditions in terms of coastal ecosystem and prepare ecological assessment of Plant site and Pipeline corridor.
- A preliminary Environment Impact Assessment (EIA) report should be prepared along with mitigation measures. The report would conclude with summary of approval required & details of approving/clearance authorities along with way forward.

### **5.3.4 Module-4 Documentation:**

Based on Module-1, Module-2 and Module-3 report approval, findings & suggestions of Steering Committee the consultant shall finally develop the following documents:

- Request for Proposal (RfP) Bidding Documents
- Legally sound Concession Agreement
- RfP Ranking sheet

## **5.4 Project Team**

The Consultant would be required to form a multi-disciplinary Project Team for this assignment, consisting of the following key personnel:

<b>Sl. No</b>	<b>Expert</b>	<b>No. of Positions</b>	<b>Experience</b>
1	<b>Project Expert</b>	01	Post Graduate degree in Civil/ Public Health Engineering/ Environmental Engineering having more than 20 years of experience in Desalination Plants, intake & outfall. Served as Team leader and should have prepared Detailed Project Report (DPR) or Techno-economic Feasibility Report, for at least one Desalination Plant of capacity of 25 MLD in India or abroad.
2	<b>Plant Design Expert</b>	01	Post Graduate in Engineering & Project Management having more than 15 years of overall experience in designing of desalination plant projects. Experience of at least one Desalination Plant having capacity of 25 MLD in India or abroad.
3	<b>Finance Expert</b>	01	Post-Graduate in Economics/ MBA (Finance) having more than 15 years of overall experience in carrying out financial and economic analysis of infrastructural projects, Project funding, Financial structuring.
4	<b>Contract Specialist</b>	01	Post graduate Degree in any discipline with Bachelor Degree in Engineering having more than 15 years of overall experience in preparing and drafting Bid Documents, Concession agreements covering legal and contractual aspects, risk allocation between Government and Private Investor for Infrastructure Projects & desalination projects on PPP mode in India or abroad.
5	<b>Environmental &amp; Safety Expert</b>	01	Post- Graduation in Environmental Engineering having more than 15 years of overall experience in carrying out environmental studies, assessment and management plan and safety relating to water projects having knowledge of Environment legislation & policy guidelines.
6	<b>Survey Expert</b>	01	Graduation in Engineering having more than 10 years of overall experience in carrying out Survey activities for water infrastructure project.

The consultant shall nominate any one expert as Team Leader from the above experts. The Team Leader shall at least 10 number of project experience as Team Leader carrying out projects in water sectors in India and Abroad. Only the Team leader shall interact with the Authority/ and other government Agencies as and when required. In addition to Key Personnel, the consultant is required to deploy adequate number of supporting technical staff. The consultant shall confirm the presence of the survey teams in man-days on site.

**The consultant shall have local office in Gujarat. The consultant has to keep a site office in Ahmedabad/ Gandhinagar/ Kutch for coordinating for carrying out the assignment and with the client.**

### 5.5 Period of Assignment

The breakup of the period of Assignment as per the Terms of Reference is as follows:

Sr. No	Output	Payment	Time span for Submission
1	<b>Award of Mandate</b>		<b>M</b>
2	Submission of Inception Report Stage	10% of the fees after Acceptance	M+ 1 Week
3	Submission of Technical Assessment Report	20% of the fees after Acceptance	06 Weeks from the Acceptance of Inception Report Stage
4	Submission of Techno Commercial Report	20% of the fees after Acceptance	04 Weeks from the Acceptance of Technical Assessment Report
5	Submission of Environmental Report Stage	20% of the fees after Acceptance	04 Weeks from the Acceptance of Techno Commercial Report
6	Submission of Documentation (RfP Bid Document, Concession Agreement, RfP Ranking Sheet)	30% of the fees after Acceptance	03 Weeks from the Acceptance of Environmental Report
6.a	On request of client the consultant shall provide assistance of one bidding expert (for handholding period during Bidding) up to 30 man days on time to time basis so 10% of this fee <u>under 6 (i.e. 30%)</u> shall only be released once client gives in writing that consultant support for developer selection is no more needed.		
<b>Total Payment</b>		<b>100%</b>	<b>18 Weeks</b>

- During handholding period and support, no permanent deployment of key staff is required, however, the Consultant is expected to remain available for meetings and discussions as and when called during the stated period.

- The above table does not include the time taken for granting approvals by Government of Gujarat (GoG)/ Gujarat Infrastructure Development Board (GIDB) /Government of India (GoI). No compensation will be given to consultant if project gets extended under any reason except as agreed by GIDB.
- Acceptance means, after submission of reports and after the Consultant has made presentations to the Government of Gujarat (GoG)/ Authority/ Committee/ Government of India (GoI), the Authority will issue a letter of acceptance along with comments / suggestions of the Authority on the report;
- The Consultant shall whenever required make presentations before competent authorities from time to time for securing approval from GoG / GoI in connection with the Services and whenever advised by GIDB in consultation with the Consultant.
- The Consultant shall submit the final report within 01 week after receiving changes/ modifications as per GIDB/ Steering Committee/ State Government suggestions.

#### **5.6 Deliverables (Reports/ Documents):**

The consultant has to submit 05 (five) hardcopies along with soft copies of each deliverables for reviewing, comments and approval.

**A. Inception Report:** Within 1 (one) week from date of agreement/ work order. The Inception report shall include but not limited to the following:

- Mobilisation Plan
- Detailed approach and methodology
- Time Frame and task allocation
- Key Personnel and Supporting Staff along with deployment schedule;
- Identification of key issues
- Scope of economic development in the project influence area
- Land suitability analysis of the site
- SWOT Analysis based on preliminary assessment of the site
- Method and time frame for conducting surveys & data collection exercise
- Type of surveys, questionnaires, fixation of sample size for surveys and location/duration of surveys for the project assignment;
- Assessment and Identification of the user group

- Identification of risks
- Preliminary case study details
- Data requirements

**B. Technical Assessment Report:** Within 06 (six) weeks from the date of acceptance of Inception Report. The Technical Assessment Report shall be submitted giving complete details of method followed by the Consultant and their findings and recommendations as per Module 2.

**C. Techno Commercial Report:** Within 04 (four) weeks from the date of acceptance of Technical Assessment Report. The Techno Commercial Report shall be submitted giving complete details of method followed by the Consultant and their findings and recommendations as per Module 2.

**D. Environment Impact Assessment Report:** Within 04 (four) Weeks from the Acceptance of Techno Commercial Report. The Environment Impact Assessment Report shall be submitted giving complete details of method followed by the Consultant and their findings and recommendations as per Module 3.

**E. Documentation:** Within 03 (three) Weeks from the Acceptance of Environment Impact Assessment Report. Project Documentation shall be submitted as per Module 4.

**Note: The Authority shall form a Steering Committee (SC) for this assignment and all the works and reports prepared by the Consultant will be discussed in the SC and on the basis of the recommendations of the SC, the Authority shall accord approvals to such works and reports with or without modifications.**

### **5.7 Custody of Reports/ Data etc**

Original drawings/Maps/Atlas/data/charts/ photocopies of classified documents such as topo-sheets etc., and all other documents received from the client/Govt. departments, shall remain in the custody of the Consultant 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.

#### **5.8 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, financial model 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;

#### **5.09 Responsibilities of the Authority**

- The Authority shall provide basic documents to prepare report within 15 days of submission of request.
- The Authority shall bear the cost of marketing of the project including advertisements and road shows during developer selection process;

#### **5.10 Responsibilities of the Consultant**

- The Consultant shall be responsible for all the data and/or designs and drawings given by them;
- The Consultant shall conduct independent studies at their own cost for all the inputs for carrying out the assignment;
- The Consultant shall be responsible for all the necessary instrument, equipment and software required to carry out the study at their own cost;
- The Consultant shall choose to design the type of sub-structure and super-structure as per the BIS specification/ CPHEEO/relevant stipulated Govt. guidelines;

- The Consultant shall have to make their own arrangement for office accommodation, equipment, software and stationary for carrying out the assignment. No office accommodation shall be provided by the Authority;
- The Consultant shall require making necessary provision for housing their staff. No assistance shall be provided by the Authority;
- The Consultant shall have to make their own arrangements for necessary computer software and hardware and transportation facilities;

### **Section 6 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 \_\_\_\_\_201, between Gujarat Infrastructure Development Board (GIDB), a statutory Board of the Government of Gujarat and having its office at Block No.18, 8<sup>th</sup> Floor, Sector-11, Gandhinagar-382017, Gujarat, 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 **“Selection of Consultant for Techno, Environmental and Commercial Feasibility Study of Desalination Project at Kutch, Gujarat.”**

(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-5 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 Technical bid and as finalised in the Inception Report.

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-5 of RFQ cum RFP document) and acceptable to the approving authorities shall be carried out without any additional compensation.

#### **1.2 Commencement Date**



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

### **1.3 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 authorisation of the Client. The charge for the Personnel required for such additional work would be as per the Person-Month quoted by the bidder and mentioned in Annexure-16. 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.

### **1.4 Other Documents**

RFQ cum RFP document including any amendments made to it at the bidding stage, Consultant's bid offer documents, Terms of Reference, Inception Report, Technical Assessment Report, Techno Commercial Report, Environmental Impact Assessment Report, Documentation ( RFP document, Draft Concession Agreement, RFP Ranking Sheet) 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 - 12 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 to exceed the cost estimates referred to in Section 4.1.
- (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 study, it is found that the person, as mentioned in Annexure – 12, 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 calibre. 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 - 12 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 Project Manager**

The Consultant shall ensure that at all times during the fieldwork a resident Project Manager, acceptable to the Client, shall take charge of the operations of the Personnel in the field.

## **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 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.

### **3.3 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 organisation. 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 organisation 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 the 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 Person-Month rate and Person-Months spend on the work and reasonable estimate of out of pocket expenses. 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.

### **3.4 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.

### **3.5 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.

### 3.6 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.

### 3.7 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.

### 3.8 Notice of Delay

In the event that the Consultant encounters delay in providing the required services or facilities set forth in Section-5 for the conduct of the Services, the Consultant shall promptly notify in writing the Client of such delay, and may request an appropriate extension of time for completion of the Services. However, the client reserves the right to grant any such extension and the decision of the client in this regard shall be final and binding on the consultant.

## 4.0 Prices and payment terms

### 4.1 Prices

The total cost to carry out the study is: Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) inclusive of Service Tax and other taxes and duties as applicable.

The break-up of price is as follows:

Sr. No.	Price Component	Rs. (In Figure)	Rs. (In words)
1.	Person-Month Rate		
2.	(No. of Person Months) x (Person-Month rate)		
3.	Out of Pocket Expenditure		

4.	Any other expenses		
<b>Total Price for the Assignment</b>			

The prices quoted are lump sum, firm and inclusive of all taxes and duties for the Scope of Work and Terms of Reference as agreed and mentioned in Section-5 of RFQ cum RFP including all expenses for personnel services, visits, transport charges, cost of collecting required data, etc. and all the necessary services, materials, stationary, computer services, typing, printing, photocopying etc. to fulfils 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:

Sr. No	Output	Payment	Time span for Submission
1	<b>Award of Mandate</b>		<b>M</b>
2	Submission of Inception Report Stage	10% of the fees after Acceptance	M+ 1 Week
3	Submission of Technical Assessment Report	20% of the fees after Acceptance	06 Weeks from the Acceptance of Inception Report Stage
4	Submission of Techno Commercial Report	20% of the fees after Acceptance	04 Weeks from the Acceptance of Technical Assessment Report
5	Submission of Environmental Report Stage	20% of the fees after Acceptance	04 Weeks from the Acceptance of Techno Commercial Report
6	Submission of Documentation (RfP Bidding Documents, Concession Agreement, RfP Ranking Sheet)	30% of the fees after Acceptance	03 Weeks from the Acceptance of Environmental Report
6.a	On request of client the consultant shall provide assistance of one bidding expert (for handholding period during Bidding) up to 30 man days on time to time basis so 10% of this fee under 6 (i.e. 30%) shall only be released once client gives in writing that consultant support for developer selection is no more needed.		
<b>Total Payment</b>		<b>100%</b>	<b>18 Weeks</b>

*Note: The payment for the mentioned stages of assignment shall be released only after submitted report is discussed at Client/Steering Committee level and accepted. GIDB will issue letter of acceptance along with comments/suggestions of GIDB on the report.*

4.3 Above payments shall be made after deduction of tax at source, whichever may be applicable, by the Acts prevailing at the time of making payment. Payment of all other tax and levies would be the responsibility of the consultant. All payments to the consultants would be made in Indian Rupees only.

4.4 In case, the client is not able to communicate the acceptance of report within 30 days of submission of the report, the client on request of written consultant will release 50 % of the payment due at particular stage of study. The balance 50% of the payment will be released upon acceptance of the report by the client.

4.5 If the report submitted by the consultant is not acceptable to the Client, reasons for such non-acceptance should be recorded in writing; the client shall not release the payment due to the consultant. In such case, the payment will be released to the consultant only after it re-submits the report and which is accepted by the client.

4.6 The above table does not include the time taken for granting approvals by Government of Gujarat (GoG)/ Gujarat Infrastructure Development Board (GIDB) /Government of India (GoI). No compensation will be given to consultant if project gets extended under any reason except as agreed by GIDB.

4.7 The Consultant shall whenever required make presentations before competent authorities from time to time for securing approval from GoG / GoI in connection with the Services and whenever advised by GIDB in consultation with the Consultant.

4.8 The consultant shall submit the final report stage within 3 weeks after receiving changes/ modifications as per GIDB/ Steering Committee/ State Government suggestions.

## **5.0 Time schedule for submission of reports**

The total time frame for carrying out the assignment would be **18 weeks** from start i.e. from the date of signing of agreement. The role of the consultant as an independent consultant during the project implementation period shall be treated separately. The details of work plan, timeframe for each stage of study is put up as per Annexure-13 & Annexure- 14 of RFQ cum RFP document. Time taken by Client in order to provide feedback/ comments will not be considered as delay while calculating the time taken by consultants.

## **6.0 Reports**

All reports and recommendations and general correspondence from the Consultant to the Client prepared by the Consultant under this Contract shall be in the English language.

The consultant shall submit phase wise reports as per Terms of Reference as per Section-5 of RFQ cum RFP.

## **7.0 Liquidated Damages for late submission**

7.1 In case the above reports are not submitted within the period stipulated as above due to reasons attributable to the Consultant, the consultants will be liable to pay at the discretion of the client, a liquidated damages to the client of 0.5% per week on the applicable report value subject to maximum of 10% reckoned on the contract value. Fraction of a week will be considered as a full week for the purpose of liquidated damages calculations.

7.2 In case the consultant does not submit the report within two months of due date, the client reserves the right to terminate the contract as per the provisions of Section 8.1.

## **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 lapsed 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. Client reserves the right to appoint a new consultant and hand over to him the all the documents to complete the assignment. In such an event, the consultant shall not be entitled to receive any payments upon termination of the contract. In such case, upon termination, the client may also impose liquidated damages, up to maximum of 10% of the contract value. The consultant will be required to pay any such liquidated damages to client within 30 days of termination date or the performance security shall be forfeited, as the case may be.

8.2 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 8.5.

8.3 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 8.5.

8.4 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.

8.5 The payment of the fees will be determined based on the actual work carried out, actual Person-Months spent and Person-Month Rate as specified in Section 4.1 and reasonable amount of out of pocket expenses. 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.

### **9.1 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.
- (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).
- (iii) The Performance Security shall be extended accordingly such that the Performance Security remains valid until the expiry of a period of 180 (one hundred eighty) days from the date of submission of the last deliverable under this Contract.
- (iv) The Client shall have the right to claim under the Performance Security and appropriate the proceeds if any of the following occur:
  - a) the Consultant becomes liable to pay liquidated damages;
  - b) occurrence of any of the events listed in Clause 8;
  - c) any material breach of the terms hereof; and/or



d) without prejudice to paragraph above, the Consultant fails to extend the validity of the Performance Security or provide a replacement Performance Security in accordance with the provisions of this Contract.

#### **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 Period of Agreement**

This agreement between the client and the consultant shall be valid from the date of signing the contract till final approval of Chief Executive Officer; Gujarat Infrastructure Development Board is received.

#### **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 endeavoured 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 Ahmedabad only, subject to the above, the Civil Courts in Ahmedabad 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.**

15.1 Force Majeure means such of the following factors which substantially affect the performance of the contract, such as:

- a) 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;

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 8.5.

#### **16.0 Custody of reports/data etc**

All 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 Authorised 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 3.7.

##### **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.

**Authorised Signatory**

**Authorised Signatory**

On behalf of the Client

On behalf of the Consultant

In witness of

In witness of

\_\_\_\_\_

\_\_\_\_\_

### **Annexure-A : Form of Bank Guarantee for Performance Security**

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

Ref.: Bank Guarantee:

Date:

Dear Sir,

In consideration of 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.

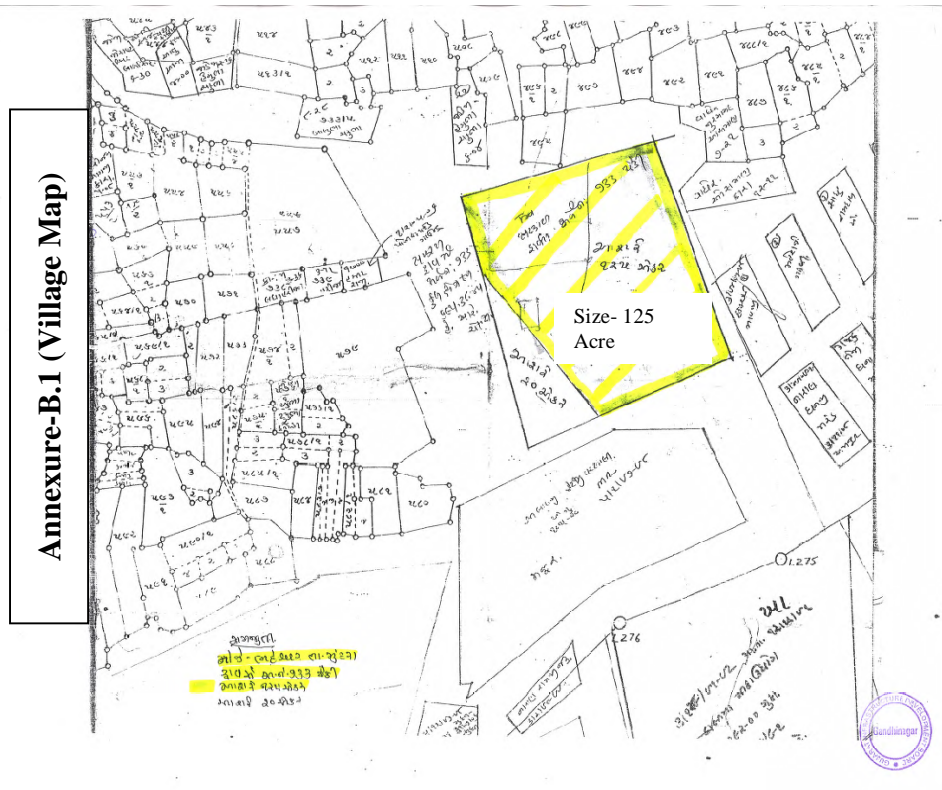
The date will be fixed as indicated in S.C.C.

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



**Annexure B Schematic Location Map of the Project Site**







Annexure-B.2 ( Site Map)

