



Government of Gujarat

**SARDAR VALLABHBHAI PATEL RASTRIYA EKTA TRUST**

Gandhinagar

**Request for Proposal (RFP) for Selection of A Consultant for Providing Project Management / Construction Management Services for Construction of a “Statue of Unity” in memory of Shri Sardar Vallabhbhai Patel at Sadhu Island, Near Sardar Sarovar Dam in Kevadia – District of Narmada in Gujarat.**

**Quality & Cost Based Selection (QCBS)**

MAY 2011

**SARDAR VALLABHBHAI PATEL RASTRIYA EKTA TRUST**

C/ O Sardar Sarovar Narmada Nigam Ltd.

Block No.12, 6<sup>th</sup> Floor,

New Sachivalaya Complex, Gandhinagar 382010.

GUJARAT STATE.

INDIA



**SARDAR VALLABHBHAI PATEL RASTRIYA EKTA TRUST**

**GOVERNMENT OF GUJARAT**



**Sardar Sarovar Narmada Nigam Ltd.**

NARMADA FOR PEOPLE AND ENVIRONMENT

Block No. 12, 1<sup>st</sup> Floor,  
New Sachivalaya Complex,  
Gandhinagar – 382 010 INDIA

**REQUEST FOR PROPOSAL FOR PROVIDING CONSULTANCY SERVICES**

Government of Gujarat, through a society created for the purpose, has resolved to construct a statue of Shri Sardar Vallabhbhai Patel, termed as “Statue of Unity” having a height of 182 meters, at SADHU Island, approximately 3.5 Kms downstream of Sardar Sarovar Dam at Kevadia in the District of Narmada in Gujarat.

The Society will take up the construction of the said statue, as a landmark project, through Engineering Procurement Construction (EPC) contracts at an investment of Approximately 300 million USD (Rs. 1200 crores).

The Society invites Expression of Interest from reputed consultants who have knowledge, expertise and experience in these kinds of major structures for providing the following services:

- Carrying out detailed Geo Technical surveys, explorations and geo technical studies required for the design of the structure.
- Formulation of contract documents for invitation of bids under the two envelope procedure for detailed engineering and structural design of the said memorial structure and its construction including drafting of the detailed engineering and construction specifications, specifications for materials, construction methodologies, general conditions of contract, special conditions of contract, qualification criteria for selection of contractors, bill of quantities etc. as per standard engineering practices.
- Overall area planning to generate growth and hospitality, health, education, convention and training sectors.
- Development and formulation of a tourism plan to attract National and International tourists, comprising of development of tourism infrastructure and facilities at the site, exhibition, audio and video programme etc.
- Providing technical and managerial assistance to the Society for inviting the tenders, evaluation of tenders leading up to the selection of the contractor and award of contract.
- Detailed scrutiny and vetting of the engineering and structural drawings to be provided by the EPC contractor and making recommendations for its approval by the competent authority.
- Formulation of financial and revenue model for generation of revenues as a tourism project for national and international tourist.
- Guiding the Society for getting tax exemption under the income tax law under its various application sections.
- Providing construction supervision, project management and project monitoring services to the Society during the construction phase of the said memorial structure.

Interested, consultants who fulfill the following minimum qualifying requirements are invited to download the Request for Proposal (RFP) document from the SSNNL website [www.ssnl.com](http://www.ssnl.com) or purchase the RFP document by paying a document processing fee of Rs. 10,000/- (plus Rs. 2,000/- towards postage if required through post) from the address given below and send their Technical and Financial Proposal along with their detailed organizational profile, engineering and management experience and expertise, experience in similar structures, engineering, design and project management capability, experience in formulation of bid documents for international and national bidding processes, along with the details and curriculum vitae of qualified and experienced engineering and management professionals on or before 11<sup>th</sup> July 2011.

**Minimum Qualifying Requirements:**

1. **Organization:** The Consultant’s Organization should have a minimum experience of 10 years as on 31<sup>st</sup> March, 2011 in the field of Design Engineering, Architectural and Project Management Consultancy.
2. **Technical Capacity:** The Applicant Consultant shall have, over the past 5 (five) years preceding 31<sup>st</sup> March 2011, completed minimum one (1) similar Project Management / Construction Management Assignment, for a project valuing more than Rs. 500 Crores. Similar Project would mean a project for design and construction of tall buildings, structures, towers with a minimum height of 180 meters plus. The applicant Consultant shall submit client certificate in support of such completed assignment.
3. **Financial Capacity:** The Consultant should have a minimum financial turnover of Rs. 50 crore (Fifty crore) as an average of last five years preceding 31<sup>st</sup> March, 2011.

The proposal may be submitted to the following address on or before 11<sup>th</sup> July 2011.

Contact Person:

**Mr. K Srinivas, IAS**

Member Secretary

Sardar Vallabhbhai Patel Rastriya Ekta trust

Sardar Sarovar Narmada Nigam Limited

Block No. 12, 1<sup>st</sup> Floor, New Sachivalaya Complex,

Gandhinagar – 382 010. INDIA PHONE +91-79-23252608, 52338, 52356, Fax +91-79-23223036.

e mail URL :<http://www.statueofunityindia.com>, [webmail-membersecretary@statueofunityindia.com](mailto:webmail-membersecretary@statueofunityindia.com)



## PREFACE

This Request for Proposal (RFP) document is for selection and appointment of a Consultant for Providing Project Management / Construction Management Services for Construction of the “Statue of Unity” in memory of Sardar Vallabhbhai Patel at Sadhu Island, near Sardar Sarovar Dam at Kevadia, Narmada District in Gujarat, India. The project is described here under:

## 1. “THE STATUE OF UNITY” PROJECT NEAR SARDAR SAROVAR DAM AT KEVADIA:

1.1. The Sardar Sarovar (Narmada) Project is a multipurpose river valley project on the west flowing river Narmada in Gujarat State located along the west coast of India.

The project is expected to provide irrigation benefits to a gross area of about 3.43 million hectares, and has hydropower of 1450 MW (installed capacity) and also provides partial flood control. The revised project cost as approved by the Government of Gujarat and the Planning Commission, Government of India is estimated to cost about Rs 39240.45. Crores as of 2008-2009 Price Level.

The proposed statue is downstream of the Sardar Sarovar Dam, which is a concrete gravity dam of 1210 m length and 163 m height with a storage capacity of 4.7 MAF. It has a Riverbed Power House with installed capacity of 1200 MW and a Canal Head Power House with installed capacity of 250 MW, Main Canal capacity of 1133 cumecs ( 40,000 cusecs) at the head.

The Sardar Sarovar Project is a lifeline of Gujarat and hence it is the cherished desire of the Government and people of Gujarat to erect a monument in memory of one of Independent India’s tallest leaders Sardar Vallabhbhai Patel at this sacred spot. Government of Gujarat, has created a special purpose vehicle i.e. **Sardar Vallabhbhai Patel Rastriya Ekta Trust (SVPRET)** for implementing the Project.

# GOVERNMENT OF GUJARAT



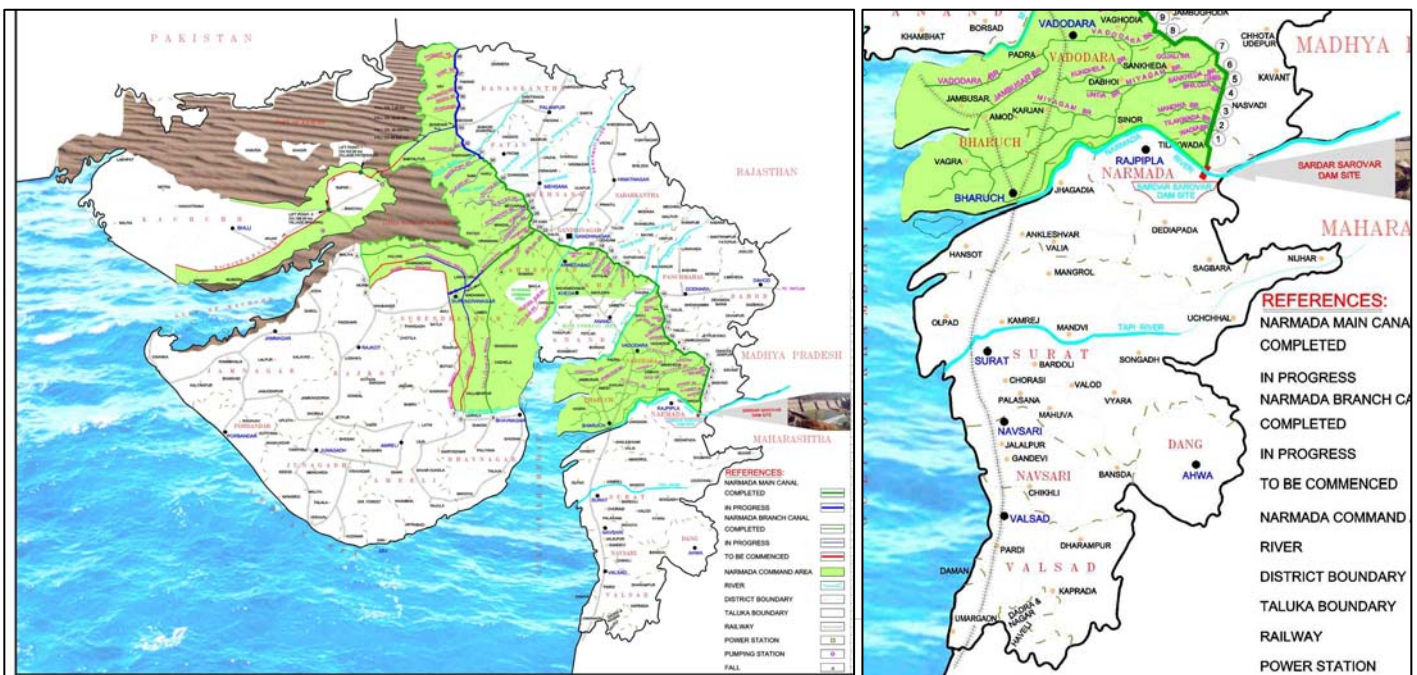
## SARDAR VALLABHBHAI PATEL RASTRIYA EKTA TRUST

The “Statue of Unity” is planned to be an iconic structure with the ambition to be the tallest statue in the World at 182 mtrs. The site is at Sadhu Island, approximately 3.5 Kms south of Sardar Sarovar Dam at Kevadia in the Narmada District in Gujarat. The project envisages that the *iconic statue* will become a catalyst for accelerated development in the Project area benefitting a large number of the tribal population resident there. It is anticipated that development will be based on several stimuli such as tourism infrastructure, entertainment and education infrastructure, research activity in facets of bio-technology, clean energy, water resources, environmental management and tribal development and so on. The overall area surrounding the Project site is expected to grow and support all of the above activities and more. The present phase of the Project covers the following features :

- 182 metre height statue and a bridge connecting the Sadhu Island to the main land.
- 3.5 Kms highway connecting the Sadhu Island to the town of Kevadia.
- Hotel, Convention Centre, Memorial Garden and Visitor Centre Building.

The Project phase-I for construction of the “Statue of Unity” is valued at around 500 million US Dollars.

### 1.2. A schematic map showing the Site of location of the “Statue of Unity” is as under:





**REQUEST FOR PROPOSALS**

**RFP No. SVPRET/ STATUE OF UNITY / KEVADIA \_\_\_ OF  
2011**

- Country : **INDIA – State of Gujarat**
- Project Name : **Design and Construction of a “Statue of Unity” in memory of Sardar Vallabhbhai Patel at Sadhu Island, Near Sardar Sarovar Dam at Kevadia – Narmada District in Gujarat.**
- Title of Consulting Services : **Providing Design / Project Management / Construction Management Services for the Construction of “Statue of Unity” at Sadhu Island, Near Sardar Sarovar Dam at Kevadia – Narmada District in Gujarat.**



SECTION - 1

LETTER OF INVITATION

**Invitation of Proposal for Providing Design / Project Management / Construction Management Services for Construction of a “Statue of Unity” at Sadhu Island, Near Sardar Sarovar Dam at Kevadia – Narmada District in Gujarat**

**Date: \_\_\_\_ May 2011.**

To,

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**Selection of A Consultant for Providing Design / Project Management / Construction Management Services for Construction of a “Statue of Unity” in memory of Sardar Vallabhbhai Patel at Sadhu Island, Near Sardar Sarovar Dam at Kevadia – Narmada District in Gujarat, India.**

The Government of Gujarat, India, has mandated a Special Purpose Vehicle i.e. the Sardar Vallabhbhai Patel Rashtriya Ekta Trust (SVPRET) to construct the “Statue of Unity” - and implement the larger holistic development plan surrounding the statue; so that resultant growth impetus in the remote tribal area and the consequent generation of enormous public weal together will serve as a fitting tribute to the memory of Sardar Vallabhbhai Patel, one of the independent India’s great leaders, and a tall son of Gujarat. The Project is located at Sadhu Island, approximately 3.5 Kms South of Sardar Sarovar Dam at Kevadia in the Narmada District in Gujarat.

The project is valued at around 500 million USD. It consists of the following elements:

- 182 meter high Statue and a Bridge connecting the Statue to the mainland
- Approximately 3.5 Kms highway connecting the project to the town of Kevadia

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- Hotel, Convention Centre, Memorial Garden and Visitor Centre Buildings.

The SVPRET invites proposals for providing Project and Construction Management Services from reputed firms/ companies with expertise, experience and knowledge in similar landmark projects in India and abroad. The project will be constructed on EPC mode with the EPC contractor being responsible for the Design, Procurement and Construction of the Project. The PM / CM consultant will manage on behalf of the SVPRET the entire project from the pre-design phase through construction and handing over. The management by the PM / CM is intended to ensure project delivery on time and budget and with the highest quality commensurate with its global iconic stature.

The Scope of Consultant will include the following phases:

- Pre-design phase
  - Technical and Financial Feasibility,
  - Pre-investment Planning,
  - Financial and Revenue Model,
  - Cultural Studies,
  - Development of a Tourism Plan,
  - Geo Technical Services,
  - Preparation of EPC Bid documents and Bid Process Management
- Design phase
  - Engineering, Architectural and Cultural designs with deliverables,
  - Constructability and Value Engineering Services,
  - Design Review and approval process.
- Procurement phase
  - Review and Finalization of the Bid Documents,
  - Bill of Quantities,
  - Finalization of qualification and selection criteria for the contractors, sub contractors and vendors,
  - Evaluation of the Technical and Price bids received from the EPC contractors,
  - Review and Vetting of the construction method statement,
  - Vetting and Recommending approval of Engineering, Structural and other Designs and Drawings provided by the EPC contractor etc.
- Construction and Handing over Phase
  - Construction and Project Management
  - Construction Supervision on a continuous basis
  - Inspection Services to ensure high quality materials in consonance with the Design Documents.
  - Finalization and monitoring of contractors work schedule

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- Certification of contractors bills and payment recommendations
- Monitor shop drawings and material submittal process
- In-situ and Ex-situ inspection
- Assistance in Dispute Resolution through the Dispute Resolution Board process
- Assistance in interpretation of Contract Terms
- Overall Contract Administration & Management.

Firms who meet with the qualifying criteria contained in this RFP document are invited to make their Technical and Financial Proposal for consideration of SVPRET, Government of Gujarat as per the dates contained in the Data Sheet.

### 1. REQUEST FOR PROPOSAL

SVPRET, Government of Gujarat has decided to outsource the project management services with broad scope of works as identified hereinabove and as described in the Detailed Terms of Reference (TOR) from qualified, technically competent, experienced consultancy agencies with a view to design, ensure quality assurance during construction, timely completion of this iconic project within the determined costs and without any time and cost overrun.

This Request for Proposal (RFP) is for providing Project Management / Construction Management Services for Construction of “Statue of Unity” at Sadhu Island, Near Sardar Sarovar Dam at Kevadia – Narmada District in Gujarat, India described hereinabove.

You are, therefore, invited through this Request for Proposal (RFP) to present your Technical and Financial offers in separate sealed and superscribed envelopes for further consideration by SVPRET for selection of the consultants.

- 2. A firm will be selected under the “Quality and Cost Based Selection Procedures” described in this RFP.**

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3. The RFP includes the following documents:
- Section 1 - Letter of Invitation
  - Section 2 - Information to Consultants (including Data Sheet)
  - Section 3 - Technical Proposal - Standard Forms
  - Section 4 - Financial Proposal - Standard Forms
  - Section 5 - Terms of Reference
  - Section 6 - General Conditions of Contract

### 4. ADDRESS FOR SUBMISSION:

- 4.1 Please inform us in writing to the following address :
- (a) that you received the letter of invitation; and
  - (b) whether you will submit a proposal alone or in association.
- 4.2 You are requested to ensure that the **Technical Proposal (Section-3)** and **Financial Proposal (Section-4)** are submitted in two separate envelopes. Financial proposal to be prepared as per Form Fin-1 to Fin-6 of Section-4 and submitted as a separate envelope. Envelope containing Technical proposal and that containing Financial Proposal should be sealed in a bigger envelope for submission. Technical and Financial proposals should be marked and superscripted as “ Technical Proposal” and “Financial Proposal” respectively. You should submit **Two hard copies and two CD-ROMs of the Technical Proposal** and one hard copy of the **Financial Proposal** and mark “Official Documents” with the reference number, name of the project and clear identification of the contents on the envelope to:

Mr. K Srinivas, IAS  
Member Secretary  
Sardar Vallabhbhai Patel Rastriya Ekta trust  
C/o Sardar Sarovar Narmada Nigam Limited,  
Block No. 12, 1<sup>st</sup> Floor, New Sachivalaya Complex,  
Gandhinagar – 382 010  
Phone:- +91-79-23252608, 52338, 52356, Fax:- +91-79-23223036.  
Email:webmail-membersecretary@statueofunityindia.com

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5. The Technical Proposal and Financial Proposal must reach the SVPRET not later than the submission date shown in the Data Sheet given in Section 2. Please ensure that bidder send his Proposals through FEDEX, DHL, BLUE DART couriers / Speed Post Service of Indian Postal Department and advise the SVPRET by facsimile/email of the date of dispatch, airway bill no. and expected date of arrival of the Proposal.

Yours sincerely,

Mr. K Srinivas, IAS  
Member Secretary  
Sardar Vallabhbhai Patel Rastriya Ekta trust



**SECTION - 2**  
**INSTRUCTIONS TO CONSULTANTS**

|                    |           |   |
|--------------------|-----------|---|
| <b>Definitions</b> | <i>a)</i> | “SVPRET” means Sardar Vallabhbhai Patel Rashtriya Ekta Trust, a Special Purpose Vehicle created by the Government of Gujarat for the purpose of implementing the Project.   |
|                    | <i>b)</i> | “SSNNL” means the Sardar Sarovar Narmada Nigam Limited, a Govt. of Gujarat undertaking, Gandhinagar   |
|                    | <i>c)</i> | “Consultant” means any entity or person that may provide or provides operational consulting Services to the Government of Gujarat through SSNNL under the Contract  |
|                    | <i>d)</i> | “Contract” means the Contract signed by the Parties to which the General Conditions (GC) are attached with any attachments listed in the Special Conditions (SC).   |
|                    | <i>e)</i> | “Data Sheet” means such part of the Instructions to Consultants used to reflect specific country and assignment conditions  |
|                    | <i>f)</i> | “Day” means calendar day  |
|                    | <i>g)</i> | “Government” means the Government of Gujarat, India   |
|                    | <i>h)</i> | “Instructions to Consultants” (Section 2 of the RFP) means the document which provides Consultants with all information needed to prepare their Proposals   |
|                    | <i>i)</i> | “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the SVPRET to the Consultants   |
|                    | <i>j)</i> | “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the beneficiary’s country; “Local Personnel” means such professionals and support staff who at the |

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|                     |      |   |
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|                     |      | time of being so provided had their domicile inside the beneficiary's country   |
|                     | k)   | “Proposal” means the Technical Proposal and the Financial Proposal  |
|                     | l)   | “RFP” means the Request For Proposal prepared by the Sardar Sarovar Narmada Nigam Limited for the selection of Consultants, based on the RFP  |
|                     | m)   | “SRFP” means the Standard Request for Proposals, which are used by the SVPRET as a guide for the preparation of the RFP   |
|                     | n)   | “Services” means the work to be performed by the Consultant pursuant to the Contract  |
|                     | o)   | “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Services  |
|                     | p)   | “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the SVPRET and the Consultant, and expected results and deliverables of the assignment   |
| <b>Introduction</b> | 1.1. | The SVPRET will select a consulting firm/organization (the consultant among those who submit their proposals in response to the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet  |
|                     | 1.2. | The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet for consulting services required for the assignment named in the Data Sheet. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected firm |
|                     | 1.3. | Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local   |

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|                                    |      |   |   |
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|                                    |      | <p>conditions, Consultants are encouraged to visit the SVPRET before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. Consultants should contact the SVPRET officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements</p> |   |
|                                    | 1.4. | <p>The SVPRET will timely provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports</p>   |   |
|                                    | 1.5. | <p>Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The SVPRET is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants</p>   |   |
| <b><i>Conflict of Interest</i></b> | 1.6. | <p>SVPRET policy requires that Consultants provide professional, objective, and impartial advice and at all times hold the SVPRET's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work</p>   |   |
|                                    |      | 1.6.1   | <p>Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below</p> |
|                                    |      | a)  | <p>A firm that has been engaged by the SVPRET to provide goods, works or services other than consulting services for a project, and any of its</p>  |

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|  |  |  |    | affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery |
|  |  |  | b) | A Consultant (including its Personnel and Sub Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client  |
|  |  |  | c) | The Consultant shall be aware of its obligations under the Contract to  |
|  |  |  | i) | notify the SVPRET of any Personnel (including Sub consultant's Personnel) assigned to provide the Services under the Contract who is a former SSNNL/ SVPRET staff member and to warrant that the said former SSNNL/ SVPRET staff member is not subject to any work restrictions by virtue of such former employment with the SSNNL/ SVPRET. For purposes of this clause,  |

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|  |  |  |  |      | SSNNL/ SVPRET staff members are defined as current and retired SSNNL/ SVPRET employees, and individuals that have worked for the SSNNL/ SVPRET with at least one of the following types of appointments: Short Term Consultant (STC), Short Term Temporary (STT), Extended Term Consultant (ETC), Extended Term Temporary (ETT) or Junior Professional Associate (JPA);   |
|  |  |  |  | ii)  | use its best efforts not to assign any Personnel (including Sub consultant's Personnel) to the Contract who are relatives of current SSNNL/ SVPRET staff, and in the event that the SSNNL or Consultant discovers that any Personnel is a close relative of a current SSNNL/ SVPRET staff member, to promptly replace the said Personnel at no cost to the SSNNL/ SVPRET with an individual having equivalent skills. For purposes of this clause, a relative is defined as (including those related by adoption and/or step or half relationships): Mother, Father, Sister, Brother, Son, Daughter, Aunt, Uncle, Niece and Nephew; and |
|  |  |  |  | iii) | confirm, at the time of signing the Contract, that the Consultant is not knowingly advising any "outside party," defined to mean an individual or firm (A) with which the SSNNL/ SVPRET is engaged in a formal dispute (i.e., the outside Party is suing or has been sued by the SSNNL/ SVPRET), (B) who  |

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|  |  |       |  | is being investigated by the SSNNL/ SVPRET for fraud or corruption, or is ineligible to be awarded a SSNNL/ SVPRET -financed contract because of fraud or corruption, or (C) whose complaint against a procurement decision is under review by the SSNNL/ SVPRET  |
|  |  | 1.6.2 |  | Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the SVPRET, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.  |
|  |  | 1.6.3 |  | No agency or current employees of SSNNL/ SVPRET shall work as Consultants under their own departments or agencies. Recruiting former government employees or SSNNL/ SVPRET retired officers to work for SVPRET is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the SVPRET by the Consultant as part of his technical proposal |
|  |  | 1.6.4 |  | If a Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the SVPRET shall make available to all the Consultants together with this RFP all information that would in that respect give such   |

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|                                      |      |  | Consultant any competitive advantage over competing Consultants  |
| <b><i>Fraud &amp; Corruption</i></b> | 1.7. | SVPRET requires that all Consultants participating in SVPRET assignments to adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. In pursuance of this policy, the SVPRET |  |
|                                      |      | a)   | defines, for the purpose of this paragraph, the terms set forth below as follows   |
|                                      |      | i)   | “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of SVPRET official in the selection process or in contract execution                       |
|                                      |      | ii)  | “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract  |
|                                      |      | iii)   | “collusive practices” means a scheme or arrangement between two or more consultants with or without the knowledge of the SVPRET, designed to establish prices at artificial, noncompetitive levels                                       |
|                                      |      | iv)  | “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract                            |
|                                      |      | b)   | will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question |
|                                      |      | c)   | will terminate the contract if it determines at any time that representatives of the consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the contract       |

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|   |       | d) | will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a SVPRET contract if at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a SVPRET contract; and |
|   |       | e) | will have the right to require that, in contracts financed by the SVPRET, a provision be included requiring Consultants to permit the SVPRET to inspect their accounts and records and other documents relating to the submission of proposals and contract performance, and have them audited by auditors appointed by the SVPRET  |
|   | 1.8.  |    | No Consultant, its Sub-Consultant(s), or associate(s) shall be under a declaration of ineligibility for corrupt and fraudulent practices issued by the SVPRET in accordance with the above para. 1.7. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract          |
|   | 1.9.  |    | Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4)  |
| <b><i>Origin of Consulting Services</i></b> | 1.10. |    | Consultancy firms from India and Abroad are permitted to participate in this selection process. The Foreign Consultant interested to participate in the Selection process shall comply with the Government of India Rules and Procedures for Foreign entities interested in doing business in India.  |
| <b><i>Only one proposal</i></b>             | 1.11. |    | Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the  |

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|  |       | same Sub-Consultant, including individual experts, to more than one proposal   |
| <b><i>Proposal Validity</i></b>                            | 1.12. | The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The SVPRET will make its best effort to complete negotiations within this period. Should the need arise, however, the SVPRET may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals |
| <b><i>Eligibility of sub consultants</i></b>               | 1.13. | SVPRET normally will not encourage appointment of sub consultants. However, under very special circumstances, SVPRET may allow appointment of sub consultants for very specific purposes   |
| <b><i>Pre-proposal conference</i></b>                      | 2.1.  | A Pre-proposal conference is scheduled on 13-06-2011 at the Committee Room of Sardar Sarovar Narmada Nigam Limited, Block No. 12, 3 <sup>rd</sup> Floor, New Sachivalaya Complex, Gandhinagar. Consultants desirous of participating in the pre-bid conference may kindly confirm their participation to the contact officer nominated hereinabove.  |
| <b><i>Site Visit &amp; Verification of Information</i></b> | 2.2.  | Applicant Consultants are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, access to the site, availability of drawings and other data with the SVPRET, Applicable Laws and regulations or any other   |

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|   |      | matter considered relevant by them. Visits shall be organized for the benefit of prospective Applicant Consultants on dates, time and venue as specified in RFP document. All costs for such visits shall be met with by the Consultant   |
| <b>Clarification and amendment of RFP documents</b> | 2.3. | Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the SVPRET's address indicated in the Data Sheet. The SVPRET will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the SVPRET deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under Para 2.2 |
|   | 2.4. | At any time before the submission of Proposals, the SVPRET may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the SVPRET may, if the amendment is substantial, extend the deadline for the submission of Proposals  |
| <b>Preparation of Proposal</b>                      | 3.1. | The Proposal (see Para. 1.2), as well as all related correspondence exchanged by the Consultants and the SVPRET, shall be written in the language (s) specified in the Data Sheet   |
|   | 3.2. | In preparing their Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal  |
|   | 3.3. | While preparing the Technical Proposal, consultants must give   |

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|  |      | particular attention to the following  |
|  |      | <p>a) If a Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with another consultant having knowledge, expertise and experience as per requirement</p> <p>In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the partner in charge of the joint venture</p>   |
|  |      | <p>b) The estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the Data Sheet, but not both. However, the Proposal shall be based on the number of Professional staff-months leading to a lump sum price, as estimated by the Consultants</p>  |
|  |      | <p>c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position</p>  |
|  |      | <p>d) Documents to be issued by the Consultants as part of this assignment must be in the language(s) specified in the Reference Paragraph 3.1 of the Data Sheet. If Reference Paragraph 3.1 indicates two languages, the language in which the proposal of the successful Consultant will be submitted shall govern for the purpose of interpretation. It is desirable that the firm's Personnel have excellent speaking and writing skills in English Language and some working knowledge of Gujarati Language</p> |
| <b>Technical Proposal Format and Content</b> | 3.4. | Consultants are required to submit a Full Technical Proposal (FTP), The Data Sheet indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information  |

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|  |    | indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan. A page is considered to be one printed side of A4 or letter size paper   |
|  | a) | a brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the SVPRET |
|  | b) | comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the SVPRET (Form TECH-3 of Section 3)  |
|  | c) | a description of the approach, methodology and work plan  |

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|                           |      |    | for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity |
|                           |      | d) | The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3)   |
|                           |      | e) | Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff months input should be indicated separately for home office and field activities, and for foreign and local Professional staff   |
|                           |      | f) | CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3)  |
|                           |      | g) | a detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment   |
|                           | 3.5. |    | The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive   |
| <b>Financial Proposal</b> | 3.6. |    | The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultants' home office), and (b) reimbursable expenses indicated in the Data Sheet. If appropriate,   |

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|              |       | these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.  |
| <b>Taxes</b> | 3.7.  | The Consultant may be subject to local taxes (such as: value added or sales tax, service tax, social charges or income taxes on nonresident Foreign Personnel, duties, fees, levies) on amounts payable by the SVPRET under the Contract. All such taxes will be included in the total lump sum price. The SVPRET will state in the Data Sheet if the Consultant is subject to payment of any other local taxes.  |
|              | 3.8.  | Consultants may express the price of their services in Indian Rupees Only   |
|              | 3.9.  | SVPRET shall not allow payment of any commissions and gratuities under this consultancy assignment  |
|              | 3.10. | <p>While submitting the Financial Proposal, the Applicant Consultant shall ensure the following:</p> <p>(a) 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, home office etc), accommodation, air fare equipment, printing of documents, surveys, geo-technical investigations etc.</p> <p>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.</p> <p>In case any assumption or condition is indicated in the</p> |

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|  |      | <p>Financial Proposal, it shall be considered non-responsive and liable to be rejected</p> <p>(b) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes, except for the service tax as applicable, shall be deemed to be included in the costs shown under different items of the Financial Proposal.</p> <p>Service Tax as applicable to the Consultancy Organization as per Government of India rules and regulations shall be paid by the Consultant and reimbursed by the SVPRET.</p> <p>As a condition, precedent for reimbursement of the service tax, the Consultant shall provide a valid service tax registration number issued by the concerned Statutory Authority.</p> <p>Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.</p> <p>(c) Costs (including break down of costs) shall be expressed in INR</p> |
| <b><i>Submission, receipt and opening of proposals</i></b> | 4.1. | The original proposal (Technical Proposal and, if required, Financial Proposal; see para 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN- 1 of Section 4   |
|  | 4.2. | An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that  |

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|  |      | the representative has been dully authorized to sign. The signed Technical and Financial Proposals shall be marked “ORIGINAL”   |
|  | 4.3. | The Technical Proposal shall be marked “ORIGINAL” or “COPY” as appropriate. The Technical Proposals shall be sent to the addresses referred to in Para 4.5 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs  |
|  | 4.4. | The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL” Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by the SVPRET RFP number and the name of the assignment, and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.” The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title of the assignment, and be clearly marked “DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE [insert the time and date of the submission deadline indicated in the Data Sheet]”. The SVPRET shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be cause for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive |
|  | 4.5. | The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the SVPRET no later than the time   |

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|  |      | and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. Any proposal received by the SVPRET after the deadline for submission shall be returned unopened  |
|  | 4.6. | The SVPRET shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.  |
| <b><i>Proposal Evaluation</i></b>              | 5.1. | From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the SVPRET on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the SVPRET in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.<br><br>Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded |
| <b><i>Evaluation of Technical Proposal</i></b> | 5.2. | The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet                   |
| <b><i>Financial Proposals for QCBS</i></b>     | 5.3. | Following the ranking of technical Proposals, when selection is based on quality & cost basis (QCBS), the first ranked Consultant is invited to negotiate its proposal and the Contract in accordance with the instructions given under para. 6 of these Instructions   |
| <b><i>Public Opening and Evaluation of</i></b> | 5.4. | After the technical evaluation is completed the SVPRET shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those   |

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| <p><b><i>Financial Proposals (only for QCBS, FBS and LCS)</i></b></p> |      | <p>Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The SVPRET shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional</p>   |
|   | 5.5. | <p>Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants, and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. The SVPRET shall prepare a record of the public opening of Financial Proposals</p>  |
|   | 5.6. | <p>The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal (i) if it is indicated in the Data Sheet that remuneration shall be Time Based, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make</p> |

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|                               |      | it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if it is indicated in the Data Sheet that remuneration shall be Lump-Sum, no corrections are applied to the Financial Proposal in this respect. Prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet   |
|                               | 5.7. | In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations |
| <b>Negotiations</b>           | 6.1. | Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the SVPRET proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract   |
| <b>Technical Negotiations</b> | 6.2. | Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The SVPRET and the Consultants will finalize the Terms of Reference, staffing  |

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|  |      | <p>schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Services”. Special attention will be paid to clearly defining the inputs and facilities required from the SVPRET to ensure satisfactory implementation of the assignment. The SVPRET shall prepare minutes of negotiations which will be signed by the SVPRET and the Consultant</p>   |
| <b><i>Financial Negotiations</i></b>                       | 6.3. | <p>If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm’s tax liability in the beneficiary’s country, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. The financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates</p>  |
| <b><i>Availability of professional staff / experts</i></b> | 6.4. | <p>Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the SVPRET expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the SVPRET will require assurances that the Professional staff will be actually available. The SVPRET will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate</p> |

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| <b><i>Conclusion of the negotiations</i></b> | 6.5. | Negotiations will conclude with a review of the draft Contract. To complete negotiations the SVPRET and the Consultant will initial the agreed Contract. If negotiations fail, the SVPRET will invite the Consultant whose Proposal received the second highest score to negotiate a contract. |
| <b><i>Award of Contract</i></b>              | 7.1. | After completing negotiations the SVPRET shall award the Contract to the selected Consultant, and promptly notify all Consultants who have submitted proposals. After Contract signature, the SVPRET shall return the unopened Financial Proposals to the unsuccessful Consultants             |
|  | 7.2. | The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet. However, the Consultant can only commence work once the contract has been signed  |
| <b><i>Confidentiality</i></b>                | 8.1. | Information relating to evaluation of Proposals and recommendations concerning awards 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                            |



## DATA SHEET

### Clause / Reference

- 1.1 The method of selection is: **Quality & Cost Based Selection (QCBS)**
- 1.2 Financial Proposal to be submitted together with Technical Proposal: **Yes**  
Name of the assignment is: **Selection and appointment of a Consultant for Providing Project Management / Construction Management Services for Construction of a “Statue of Unity” in memory of Sardar Vallabhbhai Patel at Sadhu Island, Near Sardar Sarovar Dam at Kevadia – Narmada District in Gujarat, India**
- 1.3 The name of the SVPRET’s official (s):  
Mr. K Srinivas, IAS  
Member Secretary  
Sardar Vallabhbhai Patel Rastriya Ekta trust  
C/o. Sardar Sarovar Narmada Nigam Limited,  
Block No.12, 1<sup>st</sup> Floor,  
New Sachivalaya Complex,  
Gandhinagar 382010.  
Phone No. +91-79-23252608, 52338, 52356, Fax: +91-79-23223036.  
E-mail : [webmail-membersecretary@statueofunityindia.com](mailto:webmail-membersecretary@statueofunityindia.com)
- 1.4 The SVPRET will provide the following inputs and facilities:
- Location Map showing the proposed site of construction of the iconic “Statue of Unity” at Sadhu Island at the Kevadia Colony
  - Permissions for access to the site
  - Broad details of the proposed project as conceived by the **SVPRET**.
- 1.6.1(a) The Client envisages the need for continuity for downstream work: **Yes**
- 1.12 Proposals must remain valid for 120 days after the submission date
- 2.1 Clarifications may be requested not later than 10 days before the submission date.  
The address for requesting clarifications is:

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## SARDAR VALLABHBHAI PATEL RASTRIYA EKTA TRUST

Mr. K Srinivas, IAS  
Member Secretary  
Sardar Vallabhbhai Patel Rastriya Ekta Trust  
C/o. Sardar Sarovar Narmada Nigam Limited,  
Block No.12, 1<sup>st</sup> Floor,  
New Sachivalaya Complex,  
Gandhinagar 382010.  
Phone No. +91-79-23252608, 52338, 52356, Fax: +91-79-23223036.  
E-mail : [webmail-membersecretary@statueofunityindia.com](mailto:webmail-membersecretary@statueofunityindia.com)

- 3.1 Proposals shall be submitted in English language:
- 3.3 (a) Consultants may associate with other Consultants: Joint Venture Consortium permitted.
- 3.3 (b) The estimated number of professional staff-months required for the assignment is approximately 444:
- 3.4 The format of the Technical Proposal to be submitted is: Full Technical Proposal (FTP)
- 3.4 (g) Training is a specific component of this assignment: No.
- 3.6 [List the applicable Reimbursable expenses in foreign and in local currency. A sample list is provided below for guidance: items that are not applicable should be deleted, others may be added.]
- (1) a per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office and, as applicable, outside the beneficiary country for purposes of the Services;
  - (2) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route;
  - (3) cost of office accommodation, investigations and surveys;
  - (4) cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of the Services;
  - (5) cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of the Services;
  - (6) cost of printing and dispatching of the reports to be produced for the Services;
  - (7) other allowances where applicable and provisional or fixed sums (if any); and
  - (8) cost of such further items required for purposes of the Services not covered in

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## SARDAR VALLABHBHAI PATEL RASTRIYA EKTA TRUST

the foregoing.

- 3.7 Amounts payable by the SVPRET to the Consultant under the contract to be subject to local taxation:
- 3.8 Consultants to state their cost in Indian national currency only
- 4.3 Consultant must submit the original and one copy of the Technical Proposal, and the original of the Financial Proposal.
- 4.5 The Proposal submission address is:

Mr. K Srinivas, IAS  
Member Secretary  
Sardar Vallabhbhai Patel Rastriya Ekta Trust  
C/o. Sardar Sarovar Narmada Nigam Limited,  
Block No.12, 1<sup>st</sup> Floor,

New Sachivalaya Complex,  
Gandhinagar-382 010

**Gujarat, India.**

Phone No. +91-79-23252608, 52338, 52356 Fax: +91-79-23223036

E-mail : [webmail-membersecretary@statueofunityindia.com](mailto:webmail-membersecretary@statueofunityindia.com)

Proposals must be submitted not later than 11-7-2011:

## 6. Eligibility & Qualification Criteria

**6.1** Applicant Consultants must read carefully the minimum conditions of eligibility (the “**Conditions of Eligibility**”) provided herein. Proposals of only those Applicant Consultants who satisfy the Conditions of Eligibility will be considered for evaluation.

### **6.2 Organizational, Technical and Financial Capacity Requirement:**

To be eligible for evaluation of its Proposal, the Applicant Consultant shall fulfill the following minimum requirements:

(A) **Organization:** The Consultant’s Organization should have a minimum experience of 10 years as on 31<sup>st</sup> March, 2011 in the field of Design Engineering, Architectural and Project Management Consultancy.

(B) **Technical Capacity:** The Applicant Consultant shall have, over the past 5 (five) years preceding 31<sup>st</sup> March 2011, completed minimum one (1) similar Project Management / Construction Management Assignment, for a project valuing

SARDAR VALLABHBHAI PATEL RASTRIYA EKTA TRUST

more than Rs. 500 Crores and one (1) similar iconic structure either in India or abroad. Similar Project would mean a project for design and construction of tall buildings, structures, towers with a minimum height of 180 meters plus. The applicant Consultant shall submit client certificate in support of such completed assignment.

- (C) **Financial Capacity:** The Consultant should have a minimum financial turnover of Rs. 50 crore (Fifty crore) as an average of last five years preceding 31<sup>st</sup> March, 2011.
- (D) **Availability of Key Personnel:** The Applicant shall offer and make available all Key Personnel meeting the requirements specified in sub-clause (2.1.4) hereinabove.

**6.3 Certificates in support of Consultant's capabilities:**

The Applicant Consultant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its financial turn over during each of the past five financial years proceeding 31<sup>st</sup> March, 2011.

- In the event that the Applicant Consultant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant Consultant.
- The Applicant Consultant shall also produce authentic and valid certificates from the clients, establishing their experience in similar projects. The SVPRET may, at its own discretion, verify the veracity and validity of the certificates produced by the Applicant Consultant.
- If it is established that the Consultant has produced certificates which are not correct and valid and the Consultant has misled the SVPRET, SVPRET at its discretion reject the proposal submitted by the Consultant and also debar the consultant from participating in the bidding processes taken up by the SVPRET for appointing a consultant, for a period of three (3) years.

**6.4 Power of Attorney:**

The Applicant Consultant should submit a Power of Attorney, duly granted by the Competent Authority of the Consultants' Organization. In case of a limited company registered under the Company's Act, the Power of Attorney should be from the Managing Director of the Company under authority of the Board of Directors.

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In case of a Partnership firm, the Power of Attorney shall be from the firm or its duly appointed Competent Authority.

The Power of Attorney shall be as per the format at Proforma 4 of Appendix-I; provided, however, that such Power of Attorney would not be required if the Application is signed by a partner of the Applicant Consultant, in case the Applicant Consultant is a partnership firm or limited liability partnership.

### **6.5 Information relating to barring of business by Governmental Organizations:**

Any Consultant who has been debarred by the Central Government, any of the State Governments, a statutory or a public sector undertaking, SVPRET or any other Gujarat State Undertaking from participating in any project, and such bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate. If any such proposal from debarred Consultant is received, the same shall be outright rejected without further evaluation.

#### **6.5.1 Past Performance:**

An Applicant Consultant or its Associate, who during the last three years, either failed to perform its obligations under any Consultancy Agreement as evidenced by imposition of a penalty by an arbitral, judicial, statutory / public sector organization, Government of India, State Governments, etc., shall be treated as non-responsive and its technical and financial proposals shall be outright rejected by the SVPRET, at its sole discretion.

The Consultant while making a proposal to SVPRET shall provide all such information relating to the imposition of penalties, non-performance of contract, debarring by any Government or Statutory Organization along with its technical proposal.

SVPRET at its own discretion may collect and verify such information of its own. If SVPRET finds that the Consultant has not provided such information and has tried to mislead SVPRET, it may reject the Consultant's proposal as non-responsive

### **6.6** While submitting a Proposal, the Applicant Consultant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms

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in the Appendices is insufficient. Alternatively, Applicant Consultants may format the specified forms making due provision for incorporation of the requested information.

### 6.7 Criteria, sub-criteria, and marking system for the evaluation of Full Technical Proposals are:

| Item Code | Parameters                                      | Max. Marks | Criteria  |
|-----------|---|------------|---|
| 1         | Relevant Experience of the Applicant Consultant | 100        | <p>Marks under this category shall be assigned by the Evaluation Committee as under:</p> <p>a) 100 marks for Consultant's experience in providing Project Management Consultancy Services for more than three projects involving design and project management of tall buildings, structures, towers having a height of 180 meters plus for a similar iconic structure either in India or abroad.</p> <p>b) 85 marks for Consultant's experience in providing Project Management Consultancy Services for two projects involving design and project management of tall buildings,</p> |

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| Item Code | Parameters                   | Max. Marks | Criteria  |
|-----------|------------------------------|------------|---|
|           |                              |            | <p>structures, towers having a height of 180 meters plus for a similar iconic structure either in India or abroad.</p> <p>c) 70 marks for Consultant's experience in providing Project Management Consultancy Services for one project involving design and project management of tall buildings, structures, towers having a height of 180 meters plus for a similar iconic structure either in India or abroad.</p> <p>d) 0 marks for Consultant's not having any experience in providing Project Management Consultancy Services for more than one project involving design and project management of tall buildings, structures, towers having a height of less than 180 meters for a similar iconic structure either in India or abroad.</p> |
| 2         | Capability and Experience in | 50         | a) 50 marks for Consultant's  |

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| Item Code | Parameters   | Max. Marks | Criteria   |
|-----------|--|------------|--|
|           | Design and Project Management of Architectural and iconic structures |            | <p>experience in providing Project Management Consultancy Services for more than three projects involving design and project management of architectural and iconic structures.</p> <p>b) 40 marks for Consultant's experience in providing Project Management Consultancy Services for two projects involving design and project management of architectural and iconic structures.</p> <p>c) 28 marks for Consultant's experience in providing Project Management Consultancy Services for one project involving design and project management of architectural and iconic structures.</p> <p>d) 0 (zero) marks for Consultant's not having any experience in providing Project Management Consultancy Services for architectural and iconic structures.</p> |
| 3         | Proposed methodology and   | 25         | Evaluation will be based on the  |

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| Item Code | Parameters   | Max. Marks  | Criteria   |
|-----------|--|---|--|
|           | work plan  |   | <p>quality of submissions and marks will be allotted from the breakup of the total marks as under:</p> <ul style="list-style-type: none"> <li>• Consultants approach and methodology for providing the services --- Maximum Marks 05</li> <li>• Consultants past experience in providing Project Management Services ---- Maximum Marks 05</li> <li>• Consultants past experience in providing Inspection &amp; Quality Control Services for projects comprising of tall buildings, structures, towers having a height of 180 meters plus ---- Maximum Marks 10</li> <li>• Consultants work plan and work schedules ---- Maximum Marks 05</li> </ul> |
| 3         | Relevant experience of the key personnel<br>a. Team Leader<br>b. Dy. Team Leader<br>c. Senior Structural Engineer<br>d. Senior Architect/ Planner and Aesthetic Design Engineer<br>e. Senior Finance Expert<br>f. Senior Planner<br>g. Senior Tourism Development Expert<br>h. Sr. Quality Control Engineer<br>i. Quality Control Engineers- 2 | 200<br>25<br>20<br>25<br>25<br>10<br>10<br>10<br>15<br>10 | 40% of the maximum marks for each Key Personnel shall be awarded for their engineering or relevant professional qualification and 60% of the maximum marks shall be awarded for their relevant professional experience.<br><br>Key professionals not having the  |

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| Item Code | Parameters                       | Max. Marks | Criteria   |
|-----------|----------------------------------|------------|--|
|           | j. Site Engineers – 5 Nos.       | 20         | minimum qualification and minimum experience as specified in para 3.5.7 of Section-5 of this RFP will be assigned '0' marks. |
|           | k. Structural Engineers – 2 Nos. | 10         |  |
|           | l. Mechanical Engineer           | 05         |  |
|           | m. Electrical Engineer           | 05         |  |
|           | n. Billing Engineer              | 05         |  |
|           | o. Contract Administrator        | 05         |  |
| Total     |                                  | 375        |  |

The Consultant shall have to score a minimum of 240 marks out of 375 for qualification and opening of the price bids.

### 6.9 Similar Assignments

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/ consultancy assignments in respect of providing project management services as detailed in the terms of reference and the scope of work, following projects shall be deemed as similar assignments (the “**Similar Assignments**”):

- (a) Project Management including checking and vetting of designs, construction supervision, overall project management, certification of contractor’s bill, quality assurance etc. for a tall buildings, iconic structures, towers having a height of 180 meters plus either in India or abroad  
or
- (ii) Any project involving structural and architectural engineering of iconic structures costing at least Rs. 500 Crores.

### 6.10 Short-listing of Applicant Consultants

The Consultants who score 240 out of 375 marks as stated hereinabove shall be post-qualified and included in the shortlist for opening and evaluation of their financial proposal.

### 6.11 Evaluation of Financial Proposal

1. In the second stage, the financial evaluation will be carried out as per this

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Clause.

2. For financial evaluation, the total lump sum fee indicated in the Financial Proposal shall be considered. On financial evaluation, the shortlisted Consultants will be given total score which will be determined as under:
  - a) 70% weightage will be given to the Technical Score.
  - b) 30% weightage will be given to the financial score.
3. The SVPRET will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant.

### **6.12 Combined and final evaluation**

1. Proposals of the post qualified applicant consultants during the process of evaluation of the technical bid will finally be ranked according to the total score (Technical Score + Financial Score).
2. The Selected Applicant Consultant shall be the first ranked Applicant Consultant (whose total score as per para 3.1.1 is the highest). The second ranked Applicant Consultant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant Consultant withdraws, or fails to comply with the requirements specified hereinabove.

### **6.13 Formula for determining the financial scores:**

$S_f = 100 \times F_m / F$ , in which  $S_f$  is the financial score,  $F_m$  is the lowest price and  $F$  the price of the proposal under consideration.

The weights given to the Technical and Financial Proposals are:

$T = 0.70$ , and

$P = 0.30$

**7. Proposal Time Line:**

- |   |                                  |
|---|----------------------------------|
| • Advertisement for Request for Proposal                                  | 28 May, 2011                     |
| • Pre-Proposal Conference date  | 13 June, 2011 at<br>1200 hrs IST |
| • Issue Addendum with response to Proposer Inquiries                      | 20 June, 2011                    |
| • Submission of Tech and Fin proposal as per RFP                          | 11 July, 2011 upto<br>1800 IST   |
| • Opening of Technical proposal   | 12 July, 2011 at<br>1200 hrs IST |
| • Opening of Financial Proposal of the Technically<br>qualified proposers | To be Intimated                  |
| • Selection of Successful Consultant                                      | To be Intimated                  |
| • Contract Execution  | To be Intimated                  |



## **SECTION 3**

### **TECHNICAL PROPOSAL**

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

Form TECH-1. Technical Proposal Submission Form

Form TECH-2. Consultant's Organization and Experience

A - Consultant's Organization

B - Consultant's Experience

Form TECH-3. Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the SVPRET

A - On the Terms of Reference

B - On Counterpart Staff and Facilities

Form TECH-4. Description of Approach, Methodology and Work Plan for Performing the Assignment

Form TECH-5. Team Composition and Task Assignments

Form TECH-6. Curriculum Vitae (CV) for Proposed Professional Staff

Form TECH-7. Staffing Schedule

Form TECH-8. Work Schedule



FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

Mr. K Srinivas, IAS  
Member Secretary  
Sardar Vallabhbhai Patel Rastriya Ekta trust  
C/o. Sardar Sarovar Narmada Nigam Limited,  
Block No.12, 1<sup>st</sup> Floor,  
New Sachivalaya,  
Gandhinagar 382010.

**Sub: Appointment of a Consultant for Providing Project Management / Construction Management Services for Construction of a “Statue of Unity” in memory of Sardar Vallabhbhai Patel at Sadhu Island, Near Sardar Sarovar Dam at Kevadia – Narmada District in Gujarat, India**

Dear Sir,

With reference to your Notice Inviting Proposals and the Request for Proposal dated ....., I/we, having examined all relevant documents and understood their contents, hereby submit our Technical and Financial Proposal for selection as Consultant for providing Project Management Services to the SVPRET for Construction of a “Statue of Unity” in memory of Sardar Vallabhbhai Patel at Sadhu Island, Near Sardar Sarovar Dam at Kevadia – Narmada District in Gujarat.

We also state that the proposal is unconditional and unqualified.

2. All information provided in the Proposal and in the Appendices are true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Assignment.
4. I/We shall make available to the SVPRET any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the SVPRET to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any

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account whatsoever.

6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial SVPRET or a judicial pronouncement or arbitration award against the Applicant consultant nor been expelled from any project or contract by any public SVPRET nor have had any contract terminated by any public SVPRET for breach on our part.
7. I/We declare that:
  - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the SVPRET;
  - (b) I/We do not have any conflict of interest in accordance with the prescriptions in the RFP Document;
  - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the SVPRET or any other public sector enterprise or any government, Central or State; and
  - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicant consultants in accordance with the RFP document.
9. I/We declare that we are not a Member of any Consortium applying for Selection as a Consultant.
10. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory SVPRET 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.
11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court

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- of Law for any offence committed by us or by any of our Associates.
12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
  13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the SVPRET [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
  14. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
  15. I/We agree to keep this offer valid for 180 (One Hundred Eighty Days) days from the Proposal Due Date specified in the RFP.
  16. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith.
  17. In the event of my/our firm/ consortium being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the form at Schedule-2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
  18. I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the SVPRET or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
  19. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
  20. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document

Yours sincerely,

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_



FORM TECH-2

CONSULTANT'S ORGANIZATION AND EXPERIENCE

**A - Consultant's Organization**

**1.1 Title of Consultancy:**

Providing Project Management Services to Sardar Sarovar Narmada Nigam Limited

**1.2 Title of Project:**

Project Management / Construction Management Services for Construction of a "Statue of Unity" in memory of Sardar Vallabhbhai Patel at Sadhu Island, Near Sardar Sarovar Dam at Kevadia – Narmada District in Gujarat, India.

**1.3 State the Status of the Consultancy Organization namely Public Limited Company / Private Limited Company / Partnership Firm / Proprietary Firm, etc**

**1.4 State the following:**

Name of Company or Firm:

Legal status (e.g. incorporated private company, unincorporated business, partnership etc.):

Country of incorporation:

Registered address:

Year of Incorporation:

Year of commencement of business:

Principal place of business:

Brief description of the Company including details of its main lines of business Name, designation, address and phone numbers of authorised signatory of the Applicant:

Name:

Designation:

Company:

Address:

Phone No.:

Fax No. :

E-mail address

**1.5 Does the Applicant's firm/company (or any member of the consortium) Yes / No combine functions as a consultant or adviser along with the functions**

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as a contractor and/or a manufacturer?

If yes, does the Applicant agree to limit the Applicant's role only to that of a consultant/ adviser to the Authority and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity? **Yes / No**

**1.6** Does the Applicant intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services? **Yes / No**

If yes, does the Applicant agree that it will only be acceptable as Consultant, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the Consultant? **Yes / No**

If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to that of consultant/ adviser for the Authority only? **Yes / No**



**FORM TECH-2**  
**CONSULTANT'S ORGANIZATION AND EXPERIENCE**

**B – Financial Capacity of the Applicant**

| S. No.  | Financial Year | Annual Turn Over | Revenue from Consultancy Fees |
|---|----------------|------------------|-------------------------------|
| 1.  | 2006 - 2007    |                  |                               |
| 2.  | 2007 - 2008    |                  |                               |
| 3.  | 2008 - 2009    |                  |                               |
| 4.  | 2009 - 2010    |                  |                               |
| 5.  | 2010 - 2011    |                  |                               |
| <b>Certificate from the Statutory Auditor<sup>s</sup></b><br>This is to certify that (name of the Applicant) has received the payments shown above against the respective years on account of professional fees.<br>Name of the audit firm:<br>Seal of the audit firm<br>Date:<br>(Signature, name and designation of the authorized signatory) |                |                  |                               |

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## FORM TECH-2

### CONSULTANT'S ORGANIZATION AND EXPERIENCE

#### C – Statement of Legal Capacity

*(To be forwarded on the letter head of the Applicant)*

Ref. Date:

To

Mr. K Srinivas, IAS  
Member Secretary  
Sardar Vallabhbhai Patel Rastriya Ekta trust  
C/o. Sardar Sarovar Narmada Nigam Limited,  
Block No.12, 1<sup>st</sup> Floor,  
New Sachivalaya,  
Gandhinagar 382010.

**Sub: Appointment of A Consultant for Providing Project Management / Construction Management Services for Construction of a “Statue of Unity” in memory of Sardar Vallabhbhai Patel at Sadhu Island, Near Sardar Sarovar Dam at Kevadia – Narmada District in Gujarat, India.**

Dear Sir,

I/We hereby confirm that we, the Applicant satisfy the terms and conditions laid down in the RFP document.

I/We hereby declare that M/s..... (insert Applicant's name) will act as a Consultant by ourselves and we will not associate with any other Consultant or Sub Consultant for the purpose of the subject assignment.

I/We have agreed that ..... (insert individual's name) will act as our Authorized Representative/ will act as the Authorized Representative on our behalf and has been duly authorized to submit our this Proposal. Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of

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## FORM TECH-2 CONSULTANT'S ORGANIZATION AND EXPERIENCE

### D – Consultant's Experience in Similar PMC Assignments:

| S. No | Name of Project | Name of Client with address and contact numbers | Date of Award of assignment | Date of completion of assignment | Estimated capital cost of Project | #Professional fees received by the Applicant (in Rs. Crore) | Period during which services are provided |
|-------|-----------------|---|-----------------------------|----------------------------------|-----------------------------------|---|---|
| (1)   | (2)             | (3)   | (4)                         | (5)                              | (6)                               | (7)   | (8)                                       |
| 1     |                 |   |                             |                                  |                                   |   |   |
| 2     |                 |   |                             |                                  |                                   |   |   |
| 3     |                 |   |                             |                                  |                                   |   |   |
| 4     |                 |   |                             |                                  |                                   |   |   |

# The Applicant should provide details of only those projects that have been undertaken and completed by it under its own name.

### Certificate from the Statutory Auditor

This is to certify that the information contained in Column 7 above is correct as per the accounts of the Applicant and/ or the clients.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorized signatory)

In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

**Note:** The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant



**FORM TECH-3**  
**COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE**  
**AND ON COUNTERPART STAFF AND FACILITIES TO BE**  
**PROVIDED BY THE SVPRET**

**A - On the Terms of Reference**

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

**B - On Counterpart Staff and Facilities**

[Comment here on counterpart staff and facilities to be provided by the SVPRET according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]



**FORM TECH-4**  
**DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN**  
**FOR PERFORMING THE ASSIGNMENT**

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (50 pages, inclusive of charts and diagrams) divided into the following three chapters:

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

a) **Technical Approach and Methodology.** In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) **Work Plan.** In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

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- c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

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**FORM TECH-5**  
**TEAM COMPOSITION & TASK ASSIGNMENTS**

| <b>Professional Staff</b> |             |                          |                          |                      |
|---------------------------|-------------|--------------------------|--------------------------|----------------------|
| <b>Name of Staff</b>      | <b>Firm</b> | <b>Area of expertise</b> | <b>Position Assigned</b> | <b>Task assigned</b> |
|                           |             |                          |                          |                      |
|                           |             |                          |                          |                      |
|                           |             |                          |                          |                      |
|                           |             |                          |                          |                      |
|                           |             |                          |                          |                      |
|                           |             |                          |                          |                      |



**FORM TECH-6**  
**CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL**  
**STAFF**

- 1) Proposed Position [only one candidate shall be nominated for each position]:
- 2) Name of Firm [Insert name of firm proposing the staff]:
- 3) Name of Staff [Insert full name]:
- 4) Date of Birth: Nationality:
- 5) Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:
- 6) Membership of Professional Associations:
- 7) Other Training [Indicate significant training since degrees under 5 - Education were obtained]:
- 8) Countries of Work Experience: [List countries where staff has worked in the last ten years]:
- 9) Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
- 10) Employment Record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]: To [Year]:

Employer:

Positions held:

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|  |  |
|--|--|
| <p>11. Detailed Tasks Assigned</p> <p>[List all tasks to be performed under this assignment]</p> | <p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</p> <p>Name of assignment or project:</p> <p>Year:</p> <p>Location:</p> <p>Client:</p> <p>Main project features:</p> <p>Positions held:</p> <p>Activities performed:</p> |
|--|--|

### 13. 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 of staff member or authorized representative of the staff]

Date

Full name of authorized representative:

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**FORM TECH-7  
STAFFING SCHEDULE**

| Name of staff | Staff Input in the form of BAR CHART |   |   |   |   |   | Total Staff month input |       |       |
|---------------|--------------------------------------|---|---|---|---|---|-------------------------|-------|-------|
|               | 1                                    | 2 | 3 | 4 | 5 | n | Home                    | Field | Total |
|               |                                      |   |   |   |   |   |                         |       |       |
|               |                                      |   |   |   |   |   |                         |       |       |
|               |                                      |   |   |   |   |   |                         |       |       |
|               |                                      |   |   |   |   |   |                         |       |       |
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|               |                                      |   |   |   |   |   |                         |       |       |
|               |                                      |   |   |   |   |   |                         |       |       |
|               |                                      |   |   |   |   |   |                         |       |       |
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|               |                                      |   |   |   |   |   |                         |       |       |

# GOVERNMENT OF GUJARAT

SARDAR VALLABHBHAI PATEL RASTRIYA EKTA TRUST



## FORM TECH-8 WORK SCHEDULE

| No. | Activity | Months |   |   |   |   |   |   |   |   |    |    |    |   |
|-----|----------|--------|---|---|---|---|---|---|---|---|----|----|----|---|
|     |          | 1      | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | n |
| 1.  |          |        |   |   |   |   |   |   |   |   |    |    |    |   |
| 2.  |          |        |   |   |   |   |   |   |   |   |    |    |    |   |
| 3.  |          |        |   |   |   |   |   |   |   |   |    |    |    |   |
| 4.  |          |        |   |   |   |   |   |   |   |   |    |    |    |   |
| 5.  |          |        |   |   |   |   |   |   |   |   |    |    |    |   |
| 6.  |          |        |   |   |   |   |   |   |   |   |    |    |    |   |
| 7.  |          |        |   |   |   |   |   |   |   |   |    |    |    |   |
| 8.  |          |        |   |   |   |   |   |   |   |   |    |    |    |   |
| 9.  |          |        |   |   |   |   |   |   |   |   |    |    |    |   |
| 10. |          |        |   |   |   |   |   |   |   |   |    |    |    |   |
| n   |          |        |   |   |   |   |   |   |   |   |    |    |    |   |



## **SECTION 4**

### **FINANCIAL PROPOSAL**

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under Para 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in Para 4 of the Letter of Invitation.

Form FIN-1. Financial Proposal Submission Form

Form FIN-2. Summary of Lump sum Costs

Form FIN-3. Breakdown of Lump sum Costs Components

Form FIN-4. Breakdown of Remuneration of staff included in Lump Sum Cost

Form FIN-5. Breakdown of expenses included in the Lump Sum Cost

Form FIN-6. Payment Schedule

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## FORM FIN-1

### FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

Mr. K Srinivas, IAS

Member Secretary

Sardar Vallabhbhai Patel Rastriya Ekta trust

C/o. Sardar Sarovar Narmada Nigam Limited,

Block No.12, 1<sup>st</sup> Floor,

New Sachivalaya Complex,

Gandhinagar 382010.

Phone No. +91-79-23252608, 52338, 52356 Fax: +91-79-23223036.

E-mail : [webmail-membersecretary@statueofunityindia.com](mailto:webmail-membersecretary@statueofunityindia.com)

Dear Sirs:

We, the undersigned, offer to provide the consulting services for selection and appointment of a Consultant for Providing Project Management / Construction Management Services for Construction of a “Statue of Unity” in memory of Sardar Vallabhbhai Patel at Sadhu Island, Near Sardar Sarovar Dam at Kevadia – Narmada District in Gujarat, India, in accordance with your Request for Proposal dated \_\_\_\_\_ and our Technical Proposal. Our attached Financial Proposal is for the sum of Rs. ----- [in words]

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.12 of the Data Sheet.

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:

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## FORM FIN-2

### SUMMARY OF LUMP SUM COST

| Item No. | Item   | Total Lump Sum Fees in Rs. |
|----------|--|----------------------------|
| 1        | Providing total Project Management Services to the Sardar Sarovar Narmada Nigam Limited for a Consultant for Providing Project Management / Construction Management Services for Construction of a “Statue of Unity” in memory of Sardar Vallabhbhai Patel at Sadhu Island, Near Sardar Sarovar Dam at Kevadia – Narmada District in Gujarat, India, as per the scope of work and Terms of Reference contained in Section 3 of the RFP including checking and verifying the ground levels and the baseline data used by the contractor for the detailed engineering designs, checking and vetting of the Engineering designs, drawings, calculations and reports submitted by the EPC contractors, setting out works on ground, quality assurance and day to day construction supervision, inspection of material in anywhere in India and abroad, project monitoring and corrective actions, recording of measurements, checking and certification of bills, preparing and submitting project completion reports. Etc. including taxes, duties, levies, cess etc. but excluding service tax |                            |
|          | Total Amount   |                            |

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## FORM FIN-3

### BREAKDOWN OF LUMP SUM COST COMPONENTS

This breakdown of costs is the component wise breakdown for the total lump sum price quoted in form FIN 2

**Cost in Rupees**

| Cost component                                    |  |
|---|--|
| Remuneration of key professionals                 |  |
| Travel & transportation for the key professionals |  |
| Office & contingency expenditure                  |  |
| Remuneration of the support staff                 |  |
| Overheads   |  |
| Subtotal  |  |
| Service Tax                                       |  |
| Total   |  |

**GOVERNMENT OF GUJARAT**

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**FORM FIN-4  
BREAKDOWN OF REMUNERATION OF STAFF INCLUDED IN THE  
LUMP SUM COST**

| <i>Name</i> | <i>Position</i> | <i>Staff Month Rate</i> |
|-------------|-----------------|-------------------------|
|             |                 | <i>Home</i>             |
|             |                 | <i>Field</i>            |
|             |                 |                         |
|             |                 |                         |
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|             |                 |                         |

# GOVERNMENT OF GUJARAT

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## FORM FIN-5 BREAKDOWN OF EXPENSES INCLUDED IN THE LUMP SUM COST

| Description   | Unit | Unit Cost |
|---|------|-----------|
| Per diem allowances   | Day  |           |
| International flights   | Trip |           |
| Miscellaneous travel expenses                                 | Trip |           |
| Communication costs between [Insert place] and [Insert place] |      |           |
| Drafting, reproduction of reports                             |      |           |
| Equipment, instruments, materials, supplies, etc.             |      |           |
| Shipment of personal effects                                  | Trip |           |
| Use of computers, software Laboratory tests.                  |      |           |
| Subcontracts  |      |           |
| Local transportation costs                                    |      |           |
| Office rent, clerical assistance                              |      |           |
| Training of the Client's personnel                            |      |           |



**FORM FIN-6**  
**PAYMENT SCHEDULE**

1. 3% of the Contract value shall be paid as advance (non interest bearing) against a bank guarantee to be issued by a Nationalized Bank after signing of the Consultancy Contract and setting up of Consultant's office on the site as per the Terms of Reference contained in the RFP document.
2. 5% of the Total Fees contained in the accepted financial proposal shall be paid on submission of the inception report relating to the design development and construction methodology for the "Statue of Unity" along with the allied project components.
3. 15% of the total fees to be paid on submission of engineering, architectural and structural design of "Statue of Unity" and allied structures.
4. 15% of the total fees to be paid on submission of the bid documents with detailed work specifications, conditions of contract, special conditions of contract, implementation schedule etc.
5. 5% of the total fees to be paid on finalizing the reports on evaluation of Technical and Price bids of the EPC contractor for construction of the "Statue of Unity".
6. 47% of the total fees as per the accepted financial proposal shall be paid in equal 40 monthly installments commencing from the date of award of contract to the EPC contractor to the date of completion of the "Statue of Unity".
7. 10% of the total fees as per the accepted financial proposal shall be paid on completion of the defect liability period of the EPC Contractors.



## **SECTION 5**

### **TERMS OF REFERENCE**

#### **1. General Information**

##### **1.1. Background:**

The Government of Gujarat, India, through a special purpose SVPRET (The Client) is planning to construct a statue of Sardar Vallabhbhai Patel, one of the leading figures of Indian Independence who guided the integration of hundreds of states into the national government of India. The Statue Project is located at Sadhu Island, approximately 3.5 Kms south of Sardar Sarovar Dam at Kewadia in the Narmada District in Gujarat, India.

This will be a landmark project and the statue at a height of 182 meters will be the highest in the world.

##### **1.2. Project Scope:**

Phase 1 of the Project, subject of this RFP, is valued at around a total of 500 million USD. It may consist of the following elements:

- 1.2.1. 182 meter high Statue
- 1.2.2. Bridge connecting the Statue to the mainland
- 1.2.3. Approximately 3.5 km highway connecting the project to the town of Kevadia
- 1.2.4. Memorial and Visitor Center Buildings
- 1.2.5. Memorial Garden
- 1.2.6. Hotel and Convention Center
- 1.2.7. Miscellaneous support structures

##### **1.3. Purpose**

The Client invites reputed consultants with expertise and knowledge in similar landmark iconic projects to submit Expression of Interest in providing Project and Construction Management Proposals.

**1.4. Project Delivery Strategy**

The Client intends to construct the project via an EPC Contractor who will be responsible for the Design, Procurement and Construction of the project. The successful PM/CM Consultant will be responsible to manage the entire EPC process on behalf and as an agent of the Client. The project target completion date is end of 2015.

**2. Type of PM/CM Services**

The PM/CM services shall be provided under a lump sum fees type of contract.

**3. Scope of PM/CM Services**

The PM/CM Consultant will manage on behalf of the Client the entire project scope from the Pre-Design phase through Construction and handing over to the Client. The management by the PM/CM is intended to ensure delivery of the project within time and budget and with the highest quality commensurate with the iconic stature of this prestigious project.

**3.1. Pre-Design Phase**

3.1.1. Master Planning: Assist the Client in the preparation of a Master Plan that may encompass the current Phase 1 and subsequent phases of the Project. The Master Plan will be prepared by an independent consultant. The PM/CM will manage the selection process, including preparation of a Master Plan RFP, scope definition, contract negotiations, etc. The PM/CM will manage The MP Consultant work to ensure satisfactory completion of all tasks. The Master Plan will include but is not limited to:

3.1.1.1. Technical Studies outlining the feasibility and scope of various project structures

3.1.1.2. Preparation of a Project Master Plan and Guideline Specifications

**SARDAR VALLABHBHAI PATEL RASTRIYA EKTA TRUST**

- 3.1.1.3. Financial Studies evaluating the investment profiles and financing schemes
  - 3.1.1.4. Taxation structure analysis and means of getting tax exemptions.
  - 3.1.1.5. Cultural Studies to enhance the project educational value to the public
  - 3.1.1.6. Tourism Plan to attract domestic and international visitors and improve the project attractiveness and revenue generation
- 3.1.2. Geo-Technical/Environmental Services: Assist the Client in selecting a Geo-Technical and Environmental Consultant to perform soil explorations, environmental studies and related technical analysis culminating in the preparation and submittal of a complete geo-technical/environmental report.
- 3.1.3. Project Management Plan (PMP): Within 60 days from the Notice to Proceed with PM/Cm services, the PM/CM shall prepare a PMP that will set the framework and structure for all project activities including but not limited to:
- 3.1.3.1. Project Administration:
    - 3.1.3.1.1. Project Directory/Organization Charts
    - 3.1.3.1.2. Roles and Responsibilities/Communications Matrix
    - 3.1.3.1.3. Correspondence/Reports/Meetings
  - 3.1.3.2. Design: Cost, Budget and Quality
  - 3.1.3.3. Construction: Cost, Budget and Quality
  - 3.1.3.4. Handing Over
- The PMP will be updated regularly.
- 3.1.4. Project Budget: Prepare and develop a total project budget encompassing all technical, financial and other components of the project. The Budget will be submitted to the Client for review and approval. Upon approval it will serve as the baseline budget and will be updated by the PM/CM regularly.

3.1.5. Project Master Schedule: Prepare and develop a project Master Schedule encompassing all project activities. The Master Schedule will be submitted to the Client for review and approval. Upon approval it will serve as the baseline budget and will be updated by the PM/CM regularly.

3.1.6. Monthly Report: Prepare a Monthly Report outlining all current project activities. The Report will be in format and content satisfactory to the Client. The MR will be submitted regularly and continue throughout the project subsequent phases.

3.1.7. Procurement of EPC Contractor

3.1.7.1. Develop list of pre-qualified EPC contractors

3.1.7.2. Prepare in collaboration with the Master Planning Consultant EPC Scope Bid Documents

3.1.7.3. Develop EPC selection criteria and scoring matrix

3.1.7.4. Manage the EPC tendering and selection process

3.1.7.5. Assist in EPC Contract drafting and negotiations

3.1.7.6. Develop and draft the detailed specifications for the structural, architectural and civil engineering components of the project.

3.1.7.7. Develop and finalize the indicative designs and drawings to be made a part of the EPC contract documents.

3.2. Design Phase

3.2.1. Prepare and finalize preliminary civil, structural and architectural engineering designs and drawings which will form the base for the detailed engineering designs to be given and followed by the EPC contractor.

3.2.2. Check and Vet the civil, structural and architectural designs provided by the EPC contractor during the performance of the contract and recommend its approval.

3.2.3. Conduct Weekly Design Progress Meetings

- 3.2.4. Obtain a Design/Construction Schedule from the EPC Contractor and review to ensure conformance with the overall master schedule
- 3.2.5. Monitor design progress
- 3.2.6. Manage Design Deliverables
- 3.2.7. Advise the Client of any Design issues that may impact cost, schedule or quality
- 3.2.8. Prepare a Project Procedures Manual to encompass all project activities through design, construction and handing over
- 3.2.9. Conduct, in coordination with the EPC Contractor, Constructability and Value Engineering studies.
- 3.2.10. Coordinate the design review and approval process by the local Indian Agencies which the EPC contractor is responsible to secure.

### 3.3. Procurement Phase

- 3.3.1. Review and confirm procurement strategy and procedures to be followed for the project.
- 3.3.2. Draft the EPC contract documents containing Instruction to Bidders, Qualification Criteria for selection of Contractor, Information to Bid, Evaluation and Contract award procedure, General Conditions of Contract, Special Conditions of Contract, implementation schedule, Price Schedules, Payment Terms, Detailed work specifications, Client Requirements, Compliance to relevant code of practices, procedure for issuance of completion certificate and taking over certificate etc.
- 3.3.3. Finalize the Notice Inviting the Bids (NIT)
- 3.3.4. Conduct the pre-bid conference and handle the contractor queries, bid amendments, minutes and corrigendum to be issued.
- 3.3.5. Conduct and manage the bid opening meetings and procedures.
- 3.3.6. Review and evaluate the Technical Bids and recommend the contractors who are responsive to the bid documents and qualify for opening of the price bids.

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- 3.3.7. Evaluate the price bids, consider and make recommendations relating to the reasonability of the prices based on the market trends, rate analysis etc. and present a final evaluation report for consideration of award of contract.
- 3.3.8. Evaluate qualifications of proposed list of sub-contractors and vendors
- 3.3.9. Review and confirm procurement schedule
- 3.3.10. Ensure that the EPC contractor has a plan for obtaining required permits for all construction works
- 3.3.11. Review and validate EPC Contractor's logistics Plan.
- 3.3.12. Review EPC Contractor procurement schedule
- 3.3.13. Review EPC Contractor procurement plan for long lead items
- 3.3.14. Review EPC Contractor Construction Method Statements

### 3.4. Construction Phase

- 3.4.1. Conduct Weekly Progress Meetings with the EPC and Client
- 3.4.2. Obtain and validate EPC detailed construction schedule
- 3.4.3. Review and validate EPC contractor Health, Safety and Environmental (HSE) Program. Monitor HSE program compliance
- 3.4.4. Review and validate the EPC contractor Quality Assurance/Quality Control Program.
- 3.4.5. Monitor construction progress on a continuous basis
- 3.4.6. Provide inspection services to ensure high quality and compliance with the design documents
- 3.4.7. Coordinate any required inspections by local government agencies
- 3.4.8. Prepare daily and weekly reports in addition to the MR
- 3.4.9. Obtain and review similar reports from the EPC contractor
- 3.4.10. Monitor and Manage Contractor's adherence to the Schedule
- 3.4.11. Obtain schedule recovery plans from the EPC contractor in case of schedule slippage
- 3.4.12. Monitor project cost and provide mitigation proposals to mitigate any cost overruns

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3.4.13. Review and manage potential project variations in order to minimize any impacts to project budget and/or schedule.

3.4.14. Review and validate EPC Progress Invoices and recommend payments

3.4.15. Monitor the Shop Drawings and Material Submittal process

### 3.5. Handing Over

3.5.1. Review and confirm project close-out procedures and ensure compliance

3.5.2. Review and confirm project commissioning activities and manage its implementation

3.5.3. Review EPC contractor punch list of final construction activities

3.5.4. Develop a phase project hand over scheme as appropriate

3.5.5. Coordinate final inspection by local agencies

3.5.6. Monitor EPC contractor securing of required occupancy permits

3.5.7 Relevant experience of the Key Personnel

| Sr. No. | Position        | Qualification  | Experience   | Responsibilities  | Period of deployment in man months |
|---------|-----------------|--|--|---|------------------------------------|
| 1       | Team Leader     | A post graduate degree in Architecture / project planning from a reputed institute | 15 years plus as a Project Leader / Project Manager in design, development and construction supervision, and management of tall buildings / towers with specific reference to iconic structures. | He will lead, co-ordinate and supervise the multidisciplinary team involved in providing project management services. He will interact and coordinate with the construction contractor as well as the SVPRET Engineer-in-charge for successful management of the project. | 42                                 |
| 2       | Dy. Team Leader | Master Degree in construction Planning and Project                                 | 15 years plus experience as a Senior construction manager in design, development and construction supervision, and management of tall buildings /  | He will assist the team leader in all activities as per the scope of work for providing project management services.  | 42                                 |

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| Sr. No. | Position                             | Qualification  | Experience  | Responsibilities   | Period of deployment in man months |
|---------|--------------------------------------|--|---|--|------------------------------------|
|         |                                      | Management   | towers with specific reference to iconic structures   |  |                                    |
| 3       | Senior Structural Engineer           | M. Tech. in structural engineering from a reputed institute  | 10 years plus as a Structural designer in the area of tall buildings / towers with specific reference to iconic structures.   | He will be responsible to supervise all the activities at the site in consultation and liaison with the SVPRET engineer-in-charge                                  | 40                                 |
| 4       | Senior Architect & aesthetic planner | A post Graduate Degree in Architecture   | 10 years plus as a senior architect with experience in design, development and construction supervision, and management of tall buildings / towers with specific reference to iconic structures | He will be responsible for architectural and aesthetic designs   | 20                                 |
| 5       | Senior Finance Expert                | A Masters in Business Administration with specialization in finance from a reputed institute         | 10 years plus experience in project finance, financial resource planning, financial management, costing etc.  | He will be responsible for the total finance, planning and management, pre-investment planning, financial management with specific reference to cost controls etc. | 40                                 |
| 6       | Senior Planner                       | A post graduate degree in Project Planning, Project Management, construction planning and management | 10 years plus experience in planning of major projects, area planning, landscaping, visioning with specific reference to iconic structures.   | He will be responsible for overall development plan at the site of the Statue of Unity, area planning, utility planning, landscaping etc.                          | 12                                 |

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| Sr. No. | Position                           | Qualification                                   | Experience  | Responsibilities   | Period of deployment in man months |
|---------|------------------------------------|---|---|--|------------------------------------|
|         |                                    | from a reputed institute                        |   |  |                                    |
| 7       | Senior Tourism Development Expert  | A post graduate degree in management / planning | 10 years plus experience in conceptualizing, developing, master planning and designing a Tourism Development plan for major irrigation dams / iconic structures | He will be responsible for the tourism master plan for the “Statue of Unity” on a national and international base  | 12                                 |
| 8       | Sr. Quality Control Engineer       | B.E. (Civil)                                    | 5 years plus as a quality control engineer having experience in quality assurance of tall buildings / towers with specific reference to iconic structures       | He will be responsible for total quality control and quality assurance of all the components of the project as per the approved designs and designs, work specifications contained in the construction contract, relevant Bureau of Indian standard codes of practices, standard engineering practices.  | 40                                 |
| 9       | Quality Control Engineers – 2 Nos. | B.E. (Civil)                                    | 5 years plus as a quality control engineer having experience in quality assurance of irrigation, water resources and major infrastructure projects.             | They will be responsible as assistance to the senior quality control engineer for total quality control and quality assurance of all the components of the project as per the approved designs and designs, work specifications contained in the construction contract, relevant Bureau of Indian standard codes of practices, standard engineering practices. | 40                                 |
| 10      | Site                               | B.E. (Civil)                                    | 5 years plus as a Site Engineer on  | These engineers will support   | 40                                 |

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| Sr. No. | Position                                | Quali-<br>fication                       | Experience  | Responsibilities  | Period of<br>deployment<br>in man<br>months |
|---------|---|--|---|---|---|
|         | Engineers –<br>5 Nos.                   |  | civil engineering infrastructure projects.  | the senior site engineer for all the activities at the site in consultation and liaison with the SVPRET engineer-in-charge  |   |
| 11      | Structural Engineers –<br>2 Nos.        | M.E. / M. Tech in structural engineering | 7 years plus as a structural engineer in a design office with experience in hands on design of structures, checking and vetting of designs etc.   | They will be responsible for examination and vetting of the structural engineering designs as may be prepared and submitted by the construction contractor in compliance to the design norms contained in the construction contract as well as the standard design manuals issued by the SVPRET and shall recommend the designs and drawings for approval to the engineer-in-charge | 20  |
| 12      | Senior Mechanical Engineer -1<br>Nos.   | B.E. (Mech.)                             | 10 years plus in designing, manufacturing, erecting, testing and commissioning mechanical equipments that may be required for the project like elevators, air conditioning systems, cranes, hoists etc. | He will be responsible for all activities covering design, procurement, installation of all mechanical equipments.  | 8   |
| 13      | Senior Electrical Engineers - 1<br>Nos. | B.E. (Elect.)                            | 10 years experience in design, manufacture, erection, testing and commissioning of electrical systems for lighting, illuminating, motors for the elevators etc.   | He will be responsible for all activities covering design, procurement, installation of all electrical equipments.  | 8   |
| 14      | Billing Engineer - 1                    | B.E. (Civil)                             | 5 years plus in quantity surveying, BOQ analysis, recording of work   | He will be responsible for the checking and recording   | 40  |

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| Sr. No. | Position               | Qualification  | Experience  | Responsibilities  | Period of deployment in man months |
|---------|------------------------|--|---|---|------------------------------------|
|         | Nos.                   |  | measurements, preparing and checking bills relating to construction contracts.  | of measurements, checking and examination of the bills presented by the construction contractor and its certification for recommendation to the engineer in-charge for payment.           |                                    |
| 15      | Contract administrator | B.E. (Civil) with additional qualification in construction and planning management | 10` years plus experience in administration and management of contracts, interpretation of conditions of contract, dispute resolution under the DRB route, contract correspondence etc. | He will be responsible for overall administration and management of the construction contract, interpretation of conditions of contract, dispute resolution, contract correspondence etc. | 40                                 |

#### 4. Indicative Project Timeline (Starting from 1 June, 2011)

|  |                 |
|--|-----------------|
| 4.1. PM/CM Selection/Award                               | 3 Months        |
| 4.2. Master Planning/Geotechnical/Other Pre-design Tasks | 6 Months        |
| 4.3. Preparation and finalization of ECP bid documents   | 2 Months        |
| 4.4. Procurement of EPC Contractor                       | 3 Months        |
| 4.5. Engineering/Procurement/Construction                | 40 Months       |
| 4.6. Handing Over  | <u>2 Months</u> |
| Total  | 56 Months       |

The above time periods are provided for the purposes of allowing the PM/CM to provide a cost proposal. Those time lines are likely to change and there may be an overlap between the individual components.

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### 5. Proposal Information:

#### 5.1 Proposal Timeline

- |  |                                  |
|--|----------------------------------|
| • Advertisement for Request for Proposal                               | 28 May, 2011                     |
| • Pre-Proposal Conference date   | 13 June, 2011 at<br>1200 hrs IST |
| • Issue Addendum with response to Proposer Inquiries                   | 20 June, 2011                    |
| • Submission of Tech and Fin proposal as per RFP                       | 11 July, 2011 upto<br>1800 IST   |
| • Opening of Technical proposal  | 12 July, 2011 at<br>1200 hrs IST |
| • Opening of Financial Proposal of the Technically qualified proposers | To be Intimated                  |
| • Selection of Successful Consultant                                   | To be Intimated                  |
| • Contract Execution   | To be Intimated                  |

#### 5.2. Client Contact Information:

Request for copies of the RFP and any inquiries must be addressed in writing to the Member Secretary, Sardar Vallabhbhai Patel Rastriya Ekta trust.

Verbal communications are strictly prohibited and will not be entertained.

#### 5.3 RFP Addenda:

The Client reserves the right to change the Proposal Timeline or revise any part of the RFP by issuing an addendum to the RFP at any time.

#### 5.4 Proposal Acceptance/Rejection

The Client reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this Advertisement at its sole discretion and if it is determined to be in the Client's best interests.

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### 5.5 Subcontracting and other contracting Arrangements:

The Client intends to have a single consultant entity providing the services under this RFP and serving as a single point of contact. If the consultant proposes to use a subcontractor for some of the tasks or if it proposes to form a joint venture, the details of such contractual arrangement shall be clearly stated in the proposal with names, qualifications, roles and responsibilities and all other relevant information.

### 5.6 Ownership of the Proposal:

All proposals submitted in response this RFP become the property of the Client regardless of the rejection/acceptance of any proposal.

### 5.7 Proprietary Information:

Any information considered as a legitimate trade secret or non-published financial information must be clearly marked in the Proposal and will be treated as such in accordance with the laws of the State of Gujarat and the Government of India. A proposal that is entirely marked as confidential will be rejected.

### 5.8 Cost of Proposal Preparation:

Any costs associated with preparation of the proposal, participation in oral interviews and presentations or response to inquiries from the Client in relation to the Proposal are borne entirely by the Proposer and the Client shall not reimburse the proposers for any such costs.

### 5.9 Code of Ethics:

The proposers must ascertain that there is no conflict of interest or violation of ethics if they are awarded the contract for these services. The proposers also pledge that all information included in their proposal are accurate and correct to the best of their

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knowledge. Any falsification of facts or deceiving information may be grounds for rejection.

### 5.10 Contract Award:

The Client reserves the right to contract for all or a partial list of services offered in the proposal. The RFP and the selected consultant proposal will become part of the contract between the Client and the selected proposer.

If the selected proposer fails to execute a contract with the Client within 5 business days, the Client may elect to cancel the selection and award to the next highest ranking proposer.

### 6. Proposal Submission Requirements:

The proposer shall submit 4 hard copies and one soft copy of the proposal. A separate commercial/cost proposal shall be submitted. Both proposals shall be submitted in sealed envelopes clearly marked “Technical” and “Commercial”. The Technical proposal shall not exceed 50 single sided pages. The proposal shall include the following as a minimum.

#### 6.1. Cover Letter:

Submit a cover letter under the firm letter head and signed by an officer of the firm. The letter shall include name of firm, type of business, address, complete contact information, local and international office locations, location of the office from which the services under this RFP will be provided. Include number of years in business, size and financial strength of the firm, offices and location from which similar services have been provided, services of similar nature that the firm provided in the last 5 years, why is the firm uniquely qualified for these services. Include any other relevant information regarding the firm.

#### 6.2. Firm relevant experience

Describe the firm’s experience in providing PM/CM services for high rise structures of high visibility prestigious projects having cultural and touristic value. High light those similar projects performed in the last 5 years. Additional marks will be earned for project performed in India.

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Describe the firm's experience in working in India. Include name of projects, type, size and value, time period, client contact information, any particular features of these projects.

Describe the firm experience in managing EPC contracts.

Describe the firm's general experience in performing PM/CM work and other work scopes.

Describe the firm experience and readiness to perform additional services not listed in this proposal and could potentially be needed.

### 6.3. Project Staff

Include a detailed organization chart of the team members that you propose to provide the services. Identify project staff that will be site based vs. office based and location of the office. Identify subcontractors if any. Include curriculum vitas (CV) for all staff members. The CVs shall not be counted against the 50 page total of the proposal.

Identify the Project Manage/Director and his/her qualifications for this role. The PM/PD shall be assigned full time and be site based. He or She is a very important member of the proposer staff and their qualifications are a key element in qualifying the proposer. The PM/PD shall not be substituted upon selection of the proposer. Failure to commit the PM/PD listed in the proposal to the project may be grounds for disqualification.

Identify roles and responsibilities of all team members

One or more key team members must have 5 or more years experience in similar projects. One or more project team members shall be LEED certified or equivalent.

One or more key team members shall have 3 or more years experience working on EPC projects. One or more key team members shall have 3 or more years experience working in India. One or more key team members shall have 3 or more years of BIM experience

All team members must be fluent in English.

### 6.4. Project Understanding and Approach:

6.4.1. Describe the firm understanding of the nature of the project and its key critical elements.

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6.4.2. Describe the firm approach to managing this project and fulfilling its contractual obligations

6.4.3. Provide a project work plan that outlines the firm approach and methodology, tasks and staffing, for managing this project towards a successful completion in meeting the project budget and schedule with the highest quality and safety records.

**6.5. Cost (Commercial) Proposal:**

Submit under a separate sealed envelope 4 hard copies and one soft copy of the cost proposal to perform the services under the RFP. The cost proposal shall include:

6.5.1. Fully loaded hourly rates for each staff member. The fully loaded hourly rates shall include: salary, benefits, taxes, housing, transportation, telephones, insurance, overhead and profit, etc. Identify annual escalation costs if any for every year of service.

6.5.2. Fully loaded hourly rates for other staff members not listed or required for these services but potentially needed for additional services.

**6.5.3. Manpower Loading**

Provide in an Excel or equivalent spread sheet format a complete manpower loading that shall include:

6.5.3.1. list of all staff members and hourly rate for each member

6.5.3.2. Amount of hours for each month that a staff member will be charged to the project throughout the project time span under the RFP.

6.5.3.3. Identify site vs. office based staff members

6.5.3.4. The spreadsheet will indicate total manpower cost per month for each month of service and a cumulative cost adding up to total manpower costs.

6.5.3.5. The spreadsheet will identify the various phases of the project.

6.5.3.6. It is understood that the manpower loading is likely to change

depending on project progress between the various phases.  
However the total cost of manpower shall not be exceeded  
without prior approval of the Client

- 6.5.3.7. Cost information shall be provided in USD and Indian Rupees.  
Identify the exchange rate used.

## **6. EXTENSION OF ASSIGNMENT:**

The EPC contracts awarded for the Project for which project management consultancy (PMC) is to be assigned will have a performance period of 56 months.

These contracts may get extended on bonafide grounds.

In such a case the PMC assignment will also have to be extended.

This will be done by ordering extension of time at the discretion of SVPRET. On such extension the total lump sum price shall be increased by adding 8% of the original price to the original price per year.



SECTION 6

GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

*1.1 Definitions*

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in India and the State of Gujarat as applicable from time to time during the period of contract.
- (b) “SVPRET” means Sardar Vallabhbhai Patel Rashtriya Ekta Trust, Gandhinagar, Gujarat, India.
- (c) “Consultant” means any private or public entity that will provide the Services to the SVPRET under the Contract.
- (d) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is these General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (e) “Day” means calendar day.
- (f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (g) “Foreign Currency” means any currency other than the currency of the SVPRET’s country.
- (h) “GC” means these General Conditions of Contract.
- (i) “Government” means the Government of the SVPRET’s country.
- (j) “Local Currency” means the currency of the SVPRET’s country.
- (k) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.
- (l) “Party” means the SVPRET or the Consultant, as the case may be, and “Parties” means both of them.

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- (m) “Personnel” means professionals and support staff provided by the Consultants or by any Sub-Consultants and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country; and “Key Personnel” means the Personnel referred to in Clause GC 4.2(a).
- (n) “Reimbursable expenses” means all assignment-related costs other than Consultant’s remuneration.
- (o) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (p) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (q) “Sub-Consultants” means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (r) “Third Party” means any person or entity other than the Government, the SVPRET, the Consultant or a Sub-Consultant.
- (s) “In writing” means communicated in written form with proof of receipt.

### ***1.2 Relationship Between the Parties***

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the SVPRET and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

### ***1.3 Law Governing Contract***

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law of India and the State of Gujarat.

### ***1.4 Language***

This Contract has been executed in the language specified in the SC,

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which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

### ***1.5 Headings***

The headings shall not limit, alter or affect the meaning of this Contract.

### ***1.6 Notices***

**1.6.1** Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.

**1.6.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.**

### ***1.7 Location***

The Services shall be performed at the site of the “Statute of Unity”, to be constructed at Sadhu island at Kevadia Colony in Narmada District in the State of Gujarat, India and also at the SVPRET head quarters at Gandhinagar as per requirement.

### ***1.8 Authority of Member in Charge***

SVPRET shall permit a joint venture consortium under this consultancy contract. Each member of the joint venture consortium shall be jointly and severally responsible to the SVPRET. Every member of the consultant’s team deployed for the assignment under this contract shall have the authority to provide services and also be responsible to the SVPRET for the quality of services to be provided under this contract.

### ***1.9 Authorized Representatives***

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the SVPRET or the Consultant may be taken or executed by the officials specified in the SC.

### ***1.10 Taxes and Duties***

The Consultant, Sub-Consultants, and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

***1.11 Fraud and***

***Corruption***

***1.11.1 Definitions*** It is the SVPRET's policy to observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the SVPRET:

- (a) defines, for the purpose of this provision, the terms set forth below as follows:
  - (i) “corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
  - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
  - (iii) “collusive practices” means a scheme or arrangement between two or more consultants, with or without the knowledge of the Borrower, designed to establish prices at artificial, noncompetitive levels;
  - (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

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### ***1.11.2 Measures to be Taken***

(b) SVPRET will cancel and terminate the contract if it determines that representatives of the Consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract.

(c) will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a SVPRET-financed contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a SVPRET-financed contract;

### ***1.11.3 Commissions and Fees***

(d) will require the successful Consultants to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.





## 2. COMMENCEMENT, COMPLETION, MODIFICATION & TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract** This Contract shall come into force and effect on the date (the “Effective Date”) of the SVPRET’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.
- 2.2 Termination of Contract for Failure to Become Effective** If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 2.3 Commencement of Services** The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.
- 2.4 Expiration of Contract** Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
- 2.5 Entire Agreement** This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 2.6 Modifications or Variations**
- (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- (b) In cases of substantial modifications or variations, the prior written consent of the SVPRET is required.
- 2.7 Force Majeure**

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### **2.7.1 Definition**

- (a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a consultant or such Sub-Consultants or agents or employees, nor (ii) any event which a diligent consultant could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

### **2.7.2 No Breach of Contract**

The failure of a consultant to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Consultant affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

### **2.7.3 Measures to be Taken**

- (a) A Consultant affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (b) A Consultant affected by an event of Force Majeure shall notify the SVPRET of such event as soon as possible, and in any case

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not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

- (c) Any period within which a Consultant shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Consultant was unable to perform such action as a result of Force Majeure.
- (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the SVPRET, shall either:
  - (i) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the SVPRET, in reactivating the Services; or
  - (ii) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- (e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

### ***2.8 Suspension***

The SVPRET may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

### ***2.9 Termination***

#### ***2.9.1 By the***

The SVPRET may terminate this Contract in case of the occurrence of

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any of the events specified in paragraphs (a) through (g) of this Clause GC 2.9.1. In such an occurrence the SVPRET shall give a not less than thirty (30) days' written notice of termination to the Consultants, and sixty (60) days' in case of the event referred to in (g).

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the SVPRET may have subsequently approved in writing.
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- (d) If the Consultant, in the judgment of the SVPRET, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (e) If the Consultant submits to the SVPRET a false statement which has a material effect on the rights, obligations or interests of the SVPRET.
- (f) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (g) If the SVPRET, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

### ***2.9.2 By the Consultant***

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the SVPRET, such notice to be given after the

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occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2:

- (a) If the SVPRET fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) If the SVPRET fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
- (d) If the SVPRET is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the SVPRET of the Consultant's notice specifying such breach.

### ***2.9.3 Cessation of Rights and Obligations***

Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Consultant may have under the Applicable Law.

### ***2.9.4 Cessation of Services***

Upon termination of this Contract by notice of either Consultant to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the

Consultant and equipment and materials furnished by the SVPRET, the Consultant shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

**2.9.5 Payment upon Termination**

Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the SVPRET shall make the following payments to the Consultant:

- (a) remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and
- (b) except in the case of termination pursuant to paragraphs through (e) of Clause GC 2.9.1 hereof, reimbursement reasonable cost incidental to the prompt and termination of this Contract including the cost of the travel of the Personnel and their eligible dependents.

**2.9.6 Disputes About Events of Termination**

If either Consultant disputes whether an event specified in paragraphs (a) through (f) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Consultant may, within forty-five (45) days after receipt of notice of termination from the other Consultant, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

**3. OBLIGATIONS OF THE CONSULTANT**

**3.1 General**

**3.1.1 Standard of Performance**

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and

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methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the SVPRET, and shall at all times support and safeguard the SVPRET's legitimate interests in any dealings with contractors, Sub-Consultants or Third Parties.

### ***3.1.2 Law Governing Services***

The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-Consultants, as well as the Personnel of the Consultant and any Sub-Consultants, comply with the Applicable Law. The SVPRET shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

### ***3.2 Conflict of Interests***

The Consultant shall hold the SVPRET's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

### ***3.2.1 Consultants not to Benefit from Commissions, Discounts, etc.***

- (a) The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.
- (b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the SVPRET on the procurement of goods, works or services, the Consultant shall comply with the SVPRET's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the SVPRET. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility

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shall be for the account of the SVPRET.

- 3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
- 3.2.3 Prohibition of Conflicting Activities** The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
- 3.3 Confidentiality** Except with the prior written consent of the SVPRET, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.4 Liability of the Consultant** Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be provided by the Applicable Law.
- 3.5 Insurance to be Taken Out by the Consultant** The Consultant (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the SVPRET, insurance against the risks, and for the coverages specified in the SC, and (ii) at the SVPRET's request, shall provide evidence to the SVPRET showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.
- 3.6 Accounting, Inspection and Auditing** The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and

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detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the SVPRET or its designated representative and/or the SVPRET, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the SVPRET or the SVPRET, if so required by the SVPRET or the SVPRET as the case may be.

### ***3.7 Consultant's Actions Requiring SVPRET's Prior Approval***

The Consultant shall obtain the SVPRET's prior approval in writing before taking any of the following actions:

- (a) Any change or addition to the Personnel listed as key professionals under the Terms of Reference.
- (b) Subcontracts: SVPRET will not permit sub contracting of any part of the assignment as per the Terms of Reference. In special circumstances that may require the consultant to subcontract work relating to the Services to an extent and with such experts and entities, SVPRET may at its sole discretion consider such subcontracting. The Consultant shall have to obtain SVPRET's prior approval for such subcontracting. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services. In the event that any Sub-Consultants are found by the SVPRET to be incompetent or incapable in discharging assigned duties, the SVPRET may request the Consultant to provide a replacement, with qualifications and experience acceptable to the SVPRET, or to resume the performance of the Services itself.
- (c) Any other action that may be specified in the SC

### ***3.8 Reporting Obligations***

The Consultant shall submit to the SVPRET the reports and documents specified in the Terms of Reference, in the form, in the numbers and within the time periods set forth in the said Terms of Reference. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Terms of Reference.

### ***3.9 Documents***

All plans, drawings, specifications, designs, reports, other documents

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***Prepared by the Consultant to be the Property of the SVPRET*** and software prepared by the Consultant for the SVPRET under this Contract shall become and remain the property of the SVPRET, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the SVPRET, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software, and use such software for their own use with prior written approval of the SVPRET. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the SVPRET's prior written approval to such agreements, and the SVPRET shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SC.

***3.10 Equipment, Vehicles and Materials Furnished by the SVPRET*** Equipment, vehicles and materials made available to the Consultant by the SVPRET, or purchased by the Consultant wholly or partly with funds provided by the SVPRET, shall be the property of the SVPRET and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the SVPRET an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the SVPRET's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the SVPRET in writing, shall insure them at the expense of the SVPRET in an amount equal to their full replacement value.

***3.11 Equipment and Materials Provided by the Consultants*** Equipment or materials brought by the Consultant and the Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.



#### 4. CONSULTANT'S PERSONNEL AND SUB-CONSULTANTS

##### **4.1 General**

The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.

##### **4.2 Description of Personnel**

- (a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are described in Terms of Reference. If any of the Key Personnel has already been approved by the SVPRET, his/her name is listed as well.
- (b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Terms of Reference may be made by the Consultant by written notice to the SVPRET, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the SVPRET's written approval.

##### **4.3 Approval of Personnel**

The Key Personnel and Sub-Consultants listed by title as well as by name in Terms of Reference and the technical proposal made by the consultant and accepted by SVPRET, are hereby approved by the SVPRET. In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the SVPRET for review and approval a copy of their Curricula Vitae (CVs). If the SVPRET does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of

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receipt of such CVs, such Personnel shall be deemed to have been approved by the SVPRET.

**4.4 Working Hours, Overtime, Leave, etc.**

(a) The consultant and his professional staff at the project site shall work as per the work schedule agreed with the SVPRET and shall provide their services on 24 x 7 basis including the weekends and public holidays.

(b) The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave, the Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Terms of Reference. Any taking of leave by Personnel shall be subject to the prior approval by the Consultant and the SVPRET who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

**4.5 Removal and/or Replacement of Personnel**

(a) Except as the SVPRET may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

(b) If the SVPRET finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the SVPRET's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the SVPRET.

(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures

(including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the SVPRET. The rate of remuneration applicable to a replacement person will be obtained by multiplying the rate of remuneration applicable to the replaced person by the ratio between the monthly salary to be effectively paid to the replacement person and the average salary effectively paid to the replaced person in the period of six months prior to the date of replacement. Except as the SVPRET may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced

**4.6 Resident Project Manager** The Consultant shall ensure that at all times during the Consultant's performance of the Services for the assignment under this contract, a resident project manager, who has been identified as the Team Leader as per the Terms of Reference, acceptable to the SVPRET, shall take charge of the performance of such Services.

## 5. OBLIGATIONS OF THE SVPRET

**5.1 Assistance and Exemptions** SVPRET shall assist the consultant and his staff for getting necessary statutory permissions, approvals as may be required under the law for their stay at the project site and for providing services as per the terms of the reference. Such assistance shall not be considered as SVPRET's obligation.

**5.2 Access to Land** The SVPRET warrants that the Consultant shall have, free of charge unimpeded access to all land at the project site in respect of which access is required for the performance of the Services. The SVPRET

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will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultant and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or any Sub-Consultants or the Personnel of either of them.

### ***5.3 Change in the Applicable Law Related to Taxes and Duties***

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

### ***5.4 Services, Facilities and Property of the SVPRET***

- (a) The SVPRET shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference and the Data Sheet.
- (b) In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Terms of Reference and the Data Sheet, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GC 6.1(c) hereinafter.

### ***5.5 Payment***

In consideration of the Services performed by the Consultant under this Contract, the SVPRET shall make to the Consultant such payments and in such manner as is provided by Clause GC 6 of this Contract.

### ***5.6 Counterpart Personnel***

- (a) The SVPRET shall make available to the Consultant free of charge such professional and support counterpart personnel, to

- be nominated by the SVPRET with the Consultant's advice, if specified in Terms of Reference and the Data Sheet.
- (b) If counterpart personnel are not provided by the SVPRET to the Consultant as and when specified in Terms of Reference and the Data Sheet, the SVPRET and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the SVPRET to the Consultant as a result thereof pursuant to Clause GC 6.1(c) hereof.
- (c) Professional and support counterpart personnel, excluding SVPRET's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the SVPRET shall not unreasonably refuse to act upon such request.

## 6. PAYMENTS TO THE CONSULTANT

- 6.1 Cost Estimates; Ceiling Amount**
- (a) The consultant shall be paid a lump sum fee as quoted under the financial proposal and accepted by the SVPRET. Such payment will be only in Indian Rupees. The lump sum price will be for the entire scope of services to be provided by the consultant as per Terms of Reference. .
- (b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the lump sum price quoted by the consultant and accepted by the SVPRET.
- (c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 5.3, 5.4 or 5.6 hereof, the Parties shall agree that

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additional payments in local and/or foreign currency, as the case may be, shall be made to the Consultant in order to cover an necessary additional expenditures not envisaged as per the Terms of Reference and the Data Sheet and the lump sum price referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments. Such increase shall be agreed mutually.

### ***6.2 Remuneration and Reimbursable Expenses***

The Consultant shall be paid a lump sum price as proposed by him and accepted by the SVPRET as a part of the financial proposal. In case if, any extra work, not covered within the scope of the terms of reference is required, SVPRET shall pay the consultant additionally as per the breakdown of costs contained in the financial proposal as accepted by the SVPRET.

### ***6.3 Currency of Payment***

All payments will be made in Indian Rupees

### ***6.4 Mode of Billing and Payment***

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

- (a) Within the number of days after the Effective Date specified in the SC, the SVPRET shall cause to be paid to the Consultant advance payments in Indian currency as specified in the SC. When the SC indicate advance payment, this will be due after provision by the Consultant to the SVPRET of an advance payment guarantee acceptable to the SVPRET in an amount (or amounts) and in a currency (or currencies) specified in the SC. Such guarantee (i) to remain effective until the advance payment has been fully set off, and (ii) to be in the form as may be prescribed by the SVPRET. The advance payments will be set off by the SVPRET in equal installments against the statements for the number of months of the Services specified in the SC

until said advance payments have been fully set off.

- (b) As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time intervals otherwise indicated in the SC, the Consultant shall submit to the SVPRET, in duplicate, itemized statements, accompanied by copies of invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GC 6.3 and GC 6.4 for such month, or any other period indicated in the SC. Each statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenses, if eligible under the financial proposal accepted by the SVPRET.
- (c) The SVPRET shall pay the Consultant's statements within thirty (30) days after the receipt by the SVPRET of such statements with supporting documents. Only such portion of a statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the SVPRET may add or subtract the difference from any subsequent payments. Interest at the annual rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on, such due date.
- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the SVPRET. The Services shall be deemed completed and finally accepted by the SVPRET and the final report and final statement shall be deemed approved by the SVPRET as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the SVPRET unless the SVPRET,

within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the SVPRET has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the SVPRET within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the SVPRET for reimbursement must be made within twelve (12) calendar months after receipt by the SVPRET of a final report and a final statement approved by the SVPRET in accordance with the above.

- (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SC.
- (f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

## 7. FAIRNESS AND GOOD FAITH

### **7.1 Good Faith**

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

### **7.2 Operation of the Contract**

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Consultant believes that this Contract is operating unfairly, the Parties

will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

## 8. SETTLEMENT OF DISPUTES

### ***8.1 Amicable Settlement***

If either Consultant objects to any action or inaction of the other Consultant, the objecting Consultant may file a written Notice of Dispute to the other Consultant providing in detail the basis of the dispute. The Consultant receiving the Notice of Dispute will consider it and respond in writing within 14 days after receipt. If that Consultant fails to respond within 14 days, or the dispute cannot be amicably settled within 14 days following the response of that Consultant, Clause GC 8.2 shall apply.

### ***8.2 Dispute Resolution***

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably according to Clause GC 8.1 may be submitted by either Consultant for settlement in accordance with the provisions specified in the SC.



SECTION 7

SPECIAL CONDITIONS OF CONTRACT

(Clauses in brackets { } are optional; all notes should be deleted in final text)

**Number of GC Clause Amendments of, and Supplements to, Clauses in the General Conditions of Contract**

**1.4** The language/s is: English.

**1.6** The addresses are:  
For SVPRET  
Mr. K Srinivas, IAS  
Member Secretary  
Sardar Vallabhbhai Patel Rastriya Ekta trust  
Sardar Sarovar Narmada Nigam Limited,  
Block No.12, 1<sup>st</sup> Floor,  
New Sachivalaya Complex,  
Gandhinagar 382010.  
Phone No. +91-79-23252608, 52338, 52356 Fax: +91-79-23223036.  
**E-mail** : webmail-membersecretary@statueofunityindia.com

For Consultant : \_\_\_\_\_

Attention : \_\_\_\_\_

Facsimile : \_\_\_\_\_

**1.8** {The Member in Charge is [*insert name of member*]}

**1.9** The Authorized Representatives are:

For the SVPRET: \_\_\_\_\_

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For the Consultant: \_\_\_\_\_

**1.10**

1.10.1 For domestic consultants/sub-consultants / personnel and foreign consultants/personnel who are permanent residents in India

The consultants, Sub-consultants and the Personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the SVPRET shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

**{2.1}**

{The effectiveness conditions are the following:}

- [a] Client's approval of Consultant's proposals for appointment of specified key staff members;
- [b] effectiveness of the project for which the assignment is sought for
- [c] receipt by Consultant of advance payment and by SVPRET of advance payment guarantee (see Clause SC 6.4(a)), etc.
- [d] others .....

*Following clause is also added to become a part of the contract:*

*The Consultant has to provide services for the period of construction specified in the EPC contracts awarded to the construction contractors (24 months from the date of award). In case if, these EPC construction contracts are extended beyond the specified period, the consultant's contract (this contract) will also be extended on mutual agreement. During the extended period, the consultant shall provide the services and deploy his staff as per mutual agreement. During this period, the consultant's price will be increased by adding 8% per annum of the total lump sum price as per the accepted financial proposal.*

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2.2 The time period shall \_\_\_\_\_ or such other time period as the parties may agree in writing.

2.3 The time period shall be \_\_\_\_\_ or such other time period as the parties may agree in writing.

2.4 The time period shall be \_\_\_\_\_ or such other time period as the parties may agree in writing.

{3.4} “3.4 Limitation of the Consultants’ Liability towards the SVPRET

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

- (i) for any indirect or consequential loss or damage; and
- (ii) for any direct loss or damage that exceeds by two times the total value of the Contract.

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

3.5 The risks and the coverage shall be as follows:

(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in Gujarat / India by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage as per Motor Vehicles Act 1988.

(b) Third Party liability insurance, with a minimum coverage of *INR 5 lakhs*.

(c) professional liability insurance, with a minimum coverage equivalent to the total amount of lump sum fees to be paid by

the SVPRET to the consultant

- (d) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
- (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.

**{3.7 (c)}** {The other actions are:  
{taking any action under a civil works contract designating the Consultant as "Engineer", for which action, pursuant to such civil works contract, the written approval of the SVPRET as "Employer" is required.}}

**3.9** The consultant shall not use their documents and software for purposes unrelated to this contract without the prior written approval of the SVPRET.

**{4.6}** {The person designated as the Team Leader shall be the Resident Project Manager in the Terms of Reference shall serve in that capacity, as specified in Clause GC 4.6.}}

**6.4(a)** The following provisions shall apply to the advance payment and the advance payment guarantee:

- (1) An advance payment equivalent to 5% of the total lump sum fee quoted by the consultant under the financial proposal and accepted by the SVPRET in Indian Rupees shall be made

within 30 days after the Effective Date. The advance payment will be recovered by the SVPRET in equal installments against the statements for the first *[insert number]* months of the Services until the advance payment has been fully recovered.

- (2) The advance payment guarantee shall be for an amount equivalent to the advance payment to be paid to the consultant

**6.4(c)** The interest rate is: *[insert rate]*.

The advance payment shall be interest free.

**6.4(e)** The accounts are Indian Rupee accounts

**8.2** Disputes shall be settled by arbitration in accordance with the following provisions:

**8.2.1 Selection of Arbitrators**

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the Indian Arbitration & Conciliation Act, 1996.

**8.2.2 Rules of Procedure**

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India unless the Consultant is a foreign national/firm, where arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.

**8.2.3 Substitute Arbitrators**

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as

the original arbitrator.

**8.2.4 Qualifications of Arbitrators**

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 8.2.1 hereof shall be recognized legal or technical expert with extensive experience in relation to the matter in dispute.

**8.2.5 Miscellaneous**

In any arbitration proceeding hereunder:

- (a) proceedings shall, unless otherwise agreed by the Parties, be held in Gandhinagar/ Ahmedabad.
- (b) the English language shall be the official language for all purposes; and
- (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction.