Government of Gujarat

SARDAR SAROVAR NARMADA NIGAM LIMITED

Request for Proposal (RFP) document is for selection and appointment of a Proof Consultant for Providing services relating to scrutiny, vetting and making recommendations for approval of detailed engineering designs and drawings prepared by the EPC contractor 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

Quality & Cost based Selection (QCBS)

March 2015

Chief Engineer (CPC)
Sardar Sarovar Narmada Nigam Limited,
Block No. 12, 6th Floor, New Sachivalaya Complex,
Gandhinagar – 382 010
Phone:- +91-79-23252393, 52742, Fax:- +91-79-23223056.
Email:dire.civil.ssnnl@gmail.com
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GOVERNMENT OF GUJARAT
SARDAR SAROVAR NARMADA NIGAM LIMITED

TENDER NOTICE NO.ICB 1 OF 2015
The Government of Gujarat, through a Society created for the purpose, has decided to construct a Statue of Shri Sardar Vallabhbhai Patel, termed as “Statue of Unity” having a height of 182 metres at Sadhu Island, approximately 3.5 Kms. downstream of the Sardar Sarovar Dam at Kevadia in the District of Narmada in the State of Gujarat. The Project is to be implemented by the Sardar Sarovar Narmada Nigam Ltd. (SSNNL) as the Employer and Sardar Vallabhbhai Patel Rashtriya Ekta Trust (SVPRET) as the owner.
On line tenders (e-tender) under single stage, two envelopes, ICB procedure are invited by the Chief Engineer (CPC), Sardar Sarovar Narmada Nigam Ltd., Block No.12, 6th Floor, New Sachivalaya Complex, Gandhinagar 382010, Gujarat, India as detailed below:

<table>
<thead>
<tr>
<th>Name of Work</th>
<th>1) Estimated cost</th>
<th>2) Tender Security (EMD)</th>
<th>1) Tender Fee</th>
<th>2) Time of completion of work</th>
</tr>
</thead>
<tbody>
<tr>
<td>Selection and appointment of a Proof Consultant for Providing services relating to scrutiny, vetting and making recommendations for approval of detailed engineering designs and drawings prepared by the EPC contractor for Construction of the “Statue of Unity”</td>
<td>1) Rs.15 crore</td>
<td>2) Rs.15.0 Lakh</td>
<td>1) Rs.20000/-</td>
<td>2) 42 months.</td>
</tr>
</tbody>
</table>

Schedule of e-tendering

1. Pre Bid Conference 6th April, 2015 at 12.00 Hrs 3rd Floor, Committee Room, Block No. 12, Sachivalaya, Gandhinagar, Gujarat
2. Downloading of Tender Documents 27th April, 2015 up to 1800
3. Online submission of the Tender Documents i.e. last date of receipt of tenders by SSNNL (on line) 27th April, 2015 up to 1800
4. Physical submission of Tender Fee, Tender Security (EMD) and other documents in separate sealed cover 28th April, 2015, from 11:00 up to 16.00 hrs in the office of the Deputy General manager (CPC), SSNNL, Block No-12, 6th Floor Gandhinagar.
5. Online verification of EMD and other documents 28th April, 2015 from 16:00hrs onwards.
6. Opening of Online Technical Bids 30th, April, 2015, 12.00hrs (if possible)
7. Opening of the Price Bid 4th, May, 2015, 2015, 12.00hrs (if possible)

The detailed Notice Inviting Tender and the Bid Document in one Volume is available on www.ssnnl.nprocure.com the SSNL website www.sardarsarovardam.org and Government of Gujarat website.
PREFACE

This Request for Proposal (RFP) document is for selection and appointment of a Proof Consultant for Providing services relating to scrutiny, vetting and making recommendations for approval of detailed engineering designs and drawings prepared by the EPC contractor 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 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. Construction of the Sardar Sarovar Dam at Kevadia in Narmada District, State of Gujarat is almost completed except for the gates is completed. River bed and Canal Power stations are also operational.

The proposed Statue is on 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 cusecs (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 (SSNNL) for implementing the Project. Government of Gujarat has appointed Sardar Sarovar Narmada Nigam Limited (SSNNL), a wholly owned Government of Gujarat Public Sector Company to implement the Statue of Unity Project.
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 Rs. 3000 Crores. The Construction contract on EPC basis is already awarded in October 2014. The Project completion period is 42 months from the date of award.

1.2. A schematic map showing the Site of location of the “Statue of Unity” is as under:
<table>
<thead>
<tr>
<th><strong>Country</strong></th>
<th>INDIA – State of Gujarat</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project Name</strong></td>
<td>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.</td>
</tr>
<tr>
<td><strong>Title of Consulting Services</strong></td>
<td>Providing Services as a “Proof Consultant” for scrutinizing, vetting and making recommendation for approval of the detailed engineering designs and drawings for the architectural, civil, structural, electro mechanic and exhibition component.</td>
</tr>
<tr>
<td><strong>Project Duration</strong></td>
<td>42 Months</td>
</tr>
<tr>
<td><strong>Selection Procedure</strong></td>
<td>Quality and cost based selection</td>
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Invitation of Proposal for Providing Services as a “Proof Consultant” for scrutinizing, vetting and making recommendation for approval of the detailed engineering designs and drawings for the architectural, civil, structural, electro mechanic and exhibition component for Construction of a “Statue of Unity” at Sadhu Island, Near Sardar Sarovar Dam at Kevadia – Narmada District in Gujarat

Date: ___ March 2015

To,

__________________________  ___________________________  ___________________________  ___________________________

Selection of A Consultant for Providing Services as a “Proof Consultant” for scrutinizing, vetting and making recommendation for approval of the detailed engineering designs and drawings for the architectural, civil, structural, electro mechanic and exhibition component 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. Preamble:

The Government of Gujarat, India, has mandated a Sardar Sarovar Narmada Nigam Limited (SSNNL) 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 Rs. 3000 Crores (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
- Hotel, Convention Centre, Memorial Garden and Visitor Centre Buildings.

2. Invitation of Proposal:

The SSNNL invites proposals for providing Proof Consultant 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.

SSNNL has already appointed a Project Management Consultant, who will provide Project Management Services as Engineer’s Representative for checking the detailed engineering designs and drawings submitted by the EPC Contractor and supervise the Project Execution on a day-to-day basis.

The Proof Consultant, on behalf of SSNNL will further scrutinize, vet and make recommendations for approval/modifications of the detailed engineering designs and drawings for the architectural, civil, structural engineering components of the Statue foundation, Statue base, Statue Structure, (concrete and steel) bronze cladding. The scope is thus limited to the 182 meter tall statue to be constructed on the Sadhu Island and will not include the vetting of the engineering designs and drawings related to the connecting bridge, approach road, Admin cum Hotel building (Shresth Bharat Bhavan) and all electro mechanical and all other ancillary services including exhibition designs. The Proof Consultant will examine and vet the designs and drawing, technical studies related to wind tunnel test, seismic studies and documents relating to the 182 meter tall statue of unity as -submitted by the EPC contractor and vetted by the Project Management Consultant, so as to ensure that all the designs, drawings and contractors engineering studies and documents conform to the applicable National and International Standards and State of the Art Engineering Practices as may be applicable to the Project of this nature.
The Proof Consultant shall nominate and deploy a Senior Team Leader with Nationally and Internationally acclaimed post graduate qualification and 15 Years plus experience in formulating and finalizing structural engineering designs and drawings for tall structures having a minimum height of 100 meters with public spaces and public movement (80% usage). The Team Leader shall also have experience of formulating and vetting structural engineering designs in case of one EPC contract valuing more than Rs. 100 Crores for a period of Two Years in last Ten Years. The Team Leader shall be posted in the office of the SSNNL at Gandhinagar on a full time basis. He will be supported by an Architect, with a degree in Architecture from a Nationally and Internationally acclaimed institution with experience in the field of Architectural planning and designing for a minimum period of 10 years in the area of tall structures with 80% of public space and movement, area planning, aesthetic planning. The Architect will also have experience in Architectural designs in case of one EPC contract valuing more than Rs. 100 Crores for a period of 2 years in last 10 years.

The Team Leader and the Architect shall work full time in SSNNL office at Gandhinagar and operate from an electronic office unit. They will travel to the Project site as per requirement.

The Proof Consultant, as a part of his Proposal to SSNNL shall identify and propose the key professionals as described in the detailed Terms of Reference (TOR) as contained in this Request of Proposal document. The Proof Consultant shall identify and propose a panel of atleast three key professionals for each category. These key professionals can operate from any location within India or Abroad through active interaction with the Team Leader and the Architect operating from the SSNNL office at Gandhinagar. The purpose of having a panel of three professionals in each category is to ensure that in case of one professional not being available for vetting and certifying the designs and drawings, the other member of the panel can provide the service. The Team Leader will operate and interact with the key professionals through a well designed electronic document management, transfer and sharing system based on appropriate software. The document transfer and response time between the Team Leader and the key professional shall not be more than three days.
The Key Professionals working from their location in India or Abroad, will have to visit Gujarat and the Project Site as per need and requirement.

**The Scope of Consultant will include the following phases:**

- Design Phase and Construction phase for the 182 meter tall statue of unity to be constructed at Sadhu Island.
  
  Scrutiny Technical Audit and vetting of:
  
  o Architectural, foundation engineering, civil, structural (Concrete and Steel), engineering designs, wind tunnel and seismic studies, Bronze Cladding for the 182 meter tall Statue of Unity as submitted by the EPC contractor and as recommended by the PMC. The scope does not include the civil and structural engineering designs and drawings of the Hotel cum Admin Building, connecting bridge, approach road, mechanical and electrical engineering, exhibition design, submitted by EPC contractor, Cultural designs.
  
  o Constructability and Value Engineering Services,
  
  o Design and drawing Review and approval process.

- To check and ensure that the detailed engineering design and drawings, study reports, contractor's documents (engineering) submitted by the EPC contractor meet with the “Design Norms” and “Design Basis Report”, technical requirements, specifications contained in the EPC contract.

- To check and ensure that all the detailed engineering designs and construction drawings submitted by the EPC contractor meet with the relevant and applicable national and international standards codes of practices as well as standard engineering practices.

- To study, analysis and certify that all structural designs are based on the basis of appropriate wind and seismic loads as determined by the wind tunnel test and seismic peer review conducted by the EPC contractor, which are approved by the SSNNL.

The National and International consultancy firms / companies who meet with the qualifying criteria contained in this RFP document are invited to make their Technical and Financial Proposal for consideration of SSNNL, as per the dates contained in the Data Sheet.
1. **Request For Proposal:**

SSNNL, Government of Gujarat has decided to outsource the Proof Consultant 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 ensure and certify the drawings and related documents submitted by the EPC contractor for this iconic project.

This Request for Proposal (RFP) is for providing Services as a “Proof Consultant” for scrutinizing, vetting and making recommendation for approval of the detailed engineering designs and drawings for the architectural, civil, structural, for Construction of the 182 meter tall “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 under the e-tender process. The key forms listed in the RFP and the price bid shall be have to upload electronically. The detailed Technical Proposal shall be submitted electronically with one copy in physical form. Price proposals shall not be submitted physically and shall be uploaded electronically only.

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

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 forms, which are part of technical shall be uploaded electronically as per e-tender procedure contained in this RFP. The technical forms and detailed technical proposal shall also be submitted in physical form. In case of conflict between electronic submission and physical submission, electronic submission will prevail. **Technical Proposal (Section-3)** will have to be uploaded electronically. **Financial proposal to be prepared as per Form Fin-1 to Fin-6 of Section-4 and submitted electronically only. No physical submission of the Financial Proposal shall be accepted.** Physical submission of the detailed Technical Proposal shall be in a sealed envelope superscripted as “Technical Proposal”. You should submit **one hard copy and one CD-ROM of the Technical Proposal** and mark “Official Documents” with the reference number, name of the project and clear identification of the contents on the envelope to:

Chief Engineer (CPC)
Sardar Sarovar Narmada Nigam Limited, 6th, Floor,
Block No. 12, New Sachivalaya Complex,
Gandhinagar – 382 010, Gujarat
Phone: - +91-79-23252393, 52742, Fax: - +91-79-23223056.
Email: dire.civil.ssnnl@gmail.com

5. The Technical Proposal must reach the SSNNL 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 SSNNL by facsimile/email of the date of dispatch, airway bill no. and expected date of arrival of the Proposal.

Yours sincerely,
## Definitions

<p>| | |</p>
<table>
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<tr>
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</thead>
<tbody>
<tr>
<td><strong>Definitions</strong></td>
<td><strong>a)</strong> “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.</td>
</tr>
<tr>
<td></td>
<td><strong>b)</strong> “SSNNL” means the Sardar Sarovar Narmada Nigam Limited, a Govt. of Gujarat undertaking, Gandhinagar</td>
</tr>
<tr>
<td></td>
<td><strong>c)</strong> “Consultant” means any entity or person that may provide or provides professional consulting Services to the Government of Gujarat through SSNNL under the Contract</td>
</tr>
<tr>
<td></td>
<td><strong>d)</strong> “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).</td>
</tr>
<tr>
<td></td>
<td><strong>e)</strong> “Data Sheet” means such part of the Instructions to Consultants used to reflect specific country and assignment conditions</td>
</tr>
<tr>
<td></td>
<td><strong>f)</strong> “Day” means calendar day</td>
</tr>
<tr>
<td></td>
<td><strong>g)</strong> “Government” means the Government of Gujarat, India</td>
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<tr>
<td></td>
<td><strong>h)</strong> “Instructions to Consultants” (Section 2 of the RFP) means the document which provides Consultants with all information needed to prepare their Proposals</td>
</tr>
<tr>
<td></td>
<td><strong>i)</strong> “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the SSNNL to the Consultants</td>
</tr>
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<td></td>
<td><strong>j)</strong> “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”</td>
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<td></td>
<td>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 time of being so provided had their domicile inside the beneficiary’s country</td>
</tr>
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</tr>
<tr>
<td>k)</td>
<td>“Proposal” means the Technical Proposal and the Financial Proposal</td>
</tr>
<tr>
<td>l)</td>
<td>“RFP” means the Request For Proposal prepared by the Sardar Sarovar Narmada Nigam Limited for the selection of Consultants, based on the RFP</td>
</tr>
<tr>
<td>m)</td>
<td>“SRFP” means the Standard Request for Proposals, which are used by the SSNNL as a guide for the preparation of the RFP</td>
</tr>
<tr>
<td>n)</td>
<td>“Services” means the work to be performed by the Consultant pursuant to the Contract</td>
</tr>
<tr>
<td>o)</td>
<td>“Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Services</td>
</tr>
<tr>
<td>p)</td>
<td>“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 SSNNL and the Consultant, and expected results and deliverables of the assignment</td>
</tr>
</tbody>
</table>

**Introduction**

1.1. The SSNNL 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 as specified in the
<table>
<thead>
<tr>
<th></th>
<th><strong>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</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1.3.</strong></td>
<td><strong>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 conditions, Consultants are encouraged to visit the SSNNL 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 SSNNL 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.</strong></td>
</tr>
<tr>
<td><strong>1.4.</strong></td>
<td><strong>The SSNNL 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.</strong></td>
</tr>
<tr>
<td><strong>1.5.</strong></td>
<td><strong>Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The SSNNL 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.</strong></td>
</tr>
<tr>
<td><strong>Conflict of Interest</strong></td>
<td><strong>1.6.</strong> <strong>SSNNL policy requires that Consultants provide professional, objective, and impartial advice and at all</strong></td>
</tr>
</tbody>
</table>
times hold the SSNNL’s interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work

| 1.6.1 | 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 |

| a) | A Consultant that has been engaged by the SSNNL to provide goods, works or services other than consulting services for a project, and any of its 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 |

<p>| b) | A Consultant (including its Personnel and |</p>
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<tr>
<th>c)</th>
<th>A Consultant, having aware of its obligations under the Contract fails to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>i)</td>
<td>notify the SSNNL of any Personnel (including Sub consultant's Personnel) assigned to provide the Services under the Contract who is a former SSNNL/SSNNL staff member and to warrant that the said former SSNNL/SSNNL staff member is not subject to any work restrictions by virtue of such former employment with the SSNNL/SSNNL. For purposes of this clause, SSNNL/SSNNL staff members are defined as current and retired SSNNL/SSNNL employees, and individuals that have worked for the SSNNL/SSNNL 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);</td>
</tr>
<tr>
<td>ii)</td>
<td>use its best efforts not to assign any Personnel (including Sub consultant's Personnel) to the Contract who are</td>
</tr>
</tbody>
</table>
relatives of current SSNNL/ SSNNL staff, and in the event that the SSNNL or Consultant discovers that any Personnel is a close relative of a current SSNNL/ SSNNL staff member, to promptly replace the said Personnel at no cost to the SSNNL/ SSNNL 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/ SSNNL is engaged in a formal dispute (i.e., the outside Party is suing or has been sued by the SSNNL/ SSNNL), (B) who is being investigated by the SSNNL/ SSNNL for fraud or corruption, or is ineligible to be awarded a SSNNL/ SSNNL -financed contract because of fraud or corruption, or (C) whose complaint against a procurement decision is under review by the SSNNL/ SSNNL.
| 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 SSNNL, 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/SSNNL shall work as Consultants under their own departments or agencies. Recruiting former government employees or SSNNL/SSNNL retired officers to work for SSNNL 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 SSNNL 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 SSNNL shall make available to all the Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over |
**Fraud & Corruption**

1.7. SSNNL requires that all Consultants participating in SSNNL 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 SSNNL

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<tr>
<th>a)</th>
<th>defines, for the purpose of this paragraph, the terms set forth below as follows</th>
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<tbody>
<tr>
<td>i)</td>
<td>“corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of SSNNL official in the selection process or in contract execution</td>
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<tr>
<td>ii)</td>
<td>“fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract</td>
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<tr>
<td>iii)</td>
<td>“collusive practices” means a scheme or arrangement between two or more consultants with or without the knowledge of the SSNNL, designed to establish prices at artificial, noncompetitive levels</td>
</tr>
<tr>
<td>iv)</td>
<td>“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</td>
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<p>| 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 |</p>
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<td>c)</td>
<td>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.</td>
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<tr>
<td>d)</td>
<td>will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a SSNNL 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 SSNNL contract; and</td>
<td></td>
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<tr>
<td>e)</td>
<td>will have the right to require that, in contracts financed by the SSNNL, a provision be included requiring Consultants to permit the SSNNL 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 SSNNL.</td>
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</table>

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 SSNNL 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)

<p>| <strong>Origin of Consulting Services</strong> | <strong>1.10.</strong> | 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. |
| <strong>Only one proposal</strong> | <strong>1.11.</strong> | 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 same Sub-Consultant, including individual experts, to more than one proposal. |
| <strong>Proposal Validity</strong> | <strong>1.12.</strong> | 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 SSNNL will make its best effort to complete negotiations within this period. Should the need arise, however, the SSNNL 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. |
| <strong>Eligibility of sub</strong> | <strong>1.13.</strong> | SSNNL normally will not encourage appointment of sub consultants. However, under very special circumstances, |</p>
<table>
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<tr>
<th><strong>consultants</strong></th>
<th>SSNNL may allow appointment of sub consultants for very specific purposes</th>
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<tbody>
<tr>
<td><strong>Pre-proposal conference</strong></td>
<td>2.1. A Pre-proposal conference is scheduled on 6th April, 2015 at the Committee Room of Sardar Sarovar Narmada Nigam Limited, Block No. 12, 3rd 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.</td>
</tr>
<tr>
<td><strong>Tender Fee</strong></td>
<td>2.1.1 Interested Consultants who fulfill the following minimum qualifying requirements can view these Tender Documents online from the SSNNL website <a href="http://www.ssnnl.com">www.ssnnl.com</a>, <a href="http://www.sardarsarovardam.org">www.sardarsarovardam.org</a> or <a href="http://www.statueofunity.in">www.statueofunity.in</a> but Consultants who are interested in bidding in these proposal can download Tender Document from <a href="https://ssnnl.nprocure.com">https://ssnnl.nprocure.com</a> and Consultants who wish to submit their offer shall have to pay Tender Fee of Rs. 20000.00 (Twenty Thousand Rupees only) in form of Account payee demand draft payable at Gandhinagar drawn on any Nationalized bank or any of following banks in favor of Sardar Sarovar Narmada Nigam Limited, Gandhinagar or any of the Banks decided by the Finance Department, Government of Gujarat from time to time. 1. All Nationalizes Banks including the Public Sector Bank- IDBI Bank Ltd. 2. Private Sector Banks authorized by RBI to undertake State Government Business (at present- AXIS Bank, ICICI Bank and HDFC Bank) 1. Commercial Banks 1) Kotak Mahindra Bank</td>
</tr>
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</table>
1. The Kalupur Commercial Co-operative Bank Ltd.
2. Rajkot Nagrik Sahakari Bank Ltd.
3. The Ahmedabad Mercantile Co-operative Bank Ltd.

RFP Documents are available only in Electronic Form. Bidders shall download the entire RFP bid Documents after submitting the DD details for Tender Fee. The Demand Draft towards Tender Fee can be on or before the due date as specified in notification.

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<tr>
<th>Site Visit &amp; Verification of Information</th>
<th>2.2.</th>
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<tr>
<td>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 SSNNL, Applicable Laws and regulations or any other 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</td>
<td></td>
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<tr>
<th>Clarification and amendment of RFP documents</th>
<th>2.3.</th>
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<tr>
<td>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 SSNNL’s address indicated in the Data Sheet. The SSNNL 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 SSNNL deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under Para 2.2</td>
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</table>
### Preparation of Proposal

#### 2.4. At any time before the submission of Proposals, the SSNNL 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 SSNNL may, if the amendment is substantial, extend the deadline for the submission of Proposals.

#### 3.1. The Proposal (see Para. 1.2), as well as all related correspondence exchanged by the Consultants and the SSNNL, 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 particular attention to the following:

- **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. Joint venture consortium (unincorporated) shall be of a maximum of two members one may be a foreign member but not having more than 49% stake. 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.

<table>
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<tr>
<th>b)</th>
<th>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.</th>
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<tr>
<td>c)</td>
<td>Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.</td>
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<td>d)</td>
<td>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.</td>
</tr>
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</table>

**Technical Proposal Format and Content**

<p>| 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 indicated in the following Para 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 |</p>
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<td>considered to be one printed side of A4 or letter size paper</td>
<td>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 SSNNL 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 SSNNL.</td>
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<td></td>
<td>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 SSNNL (Form TECH-3 of Section 3).</td>
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<tr>
<td><strong>c)</strong></td>
<td>A description of the approach, methodology and work plan 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.</td>
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<tr>
<td><strong>d)</strong></td>
<td>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).</td>
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<tr>
<td><strong>e)</strong></td>
<td>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.</td>
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<tr>
<td><strong>f)</strong></td>
<td>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).</td>
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<tr>
<td><strong>g)</strong></td>
<td>A detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.</td>
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**3.5.** The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non-responsive.
| **Financial Proposal** | 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, 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. |
| **Taxes** | 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 SSNNL under the Contract. All such taxes will be included in the total lump sum price. The SSNNL 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. Payment shall be made in Indian Rupees only. |
| 3.9. | SSNNL shall not allow payment of any commissions and gratuities under this consultancy assignment |
| 3.10. | While submitting the Financial Proposal, the Applicant Consultant shall ensure the following: (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.

The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding.

In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

(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.

Service Tax as applicable to the Consultancy Organization as per Government of India rules and regulations shall be paid by the Consultant and reimbursed against proof of applicability and payment.

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.

Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.

(c) Costs (including break down of costs) shall be expressed in INR.

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<th>Submission, receipt and</th>
<th>4.1.</th>
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<tr>
<td>The original proposal (Technical Proposal and, if required, Financial Proposal; see Para 1.2) shall contain</td>
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<td>opening of proposals</td>
<td>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</td>
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<td>4.2.</td>
<td>An authorized representative of the Consultants shall initial all pages of the original Technical. The financial proposal shall be uploaded electronically with a valid digital signature. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign. The signed Technical Proposals shall be marked “ORIGINAL”</td>
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<td>4.3.</td>
<td>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</td>
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<td>4.4.</td>
<td>The Technical Proposal as per Section – 3 shall have to be uploaded electronically under the e-tender procedure and physical copies shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL” and submitted to SSNNL. Financial Proposal shall be uploaded electronically as per the e-tender procedure contained in the RFP. The envelope containing the physical copy of the Technical Proposal shall be placed sealed. This envelope shall bear the submission address, reference number and</td>
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<tr>
<td>Proposal Evaluation</td>
<td>5.1.</td>
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<td>4.5.</td>
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<td>4.6.</td>
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<td>4.7.</td>
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the SSNNL on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the SSNNL in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

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.

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.

After the technical evaluation is completed the SSNNL shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and TOR. The SSNNL shall notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals.
online. 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.

| 5.5. | Financial Proposals shall be opened online in the presence of the Consultants’ representatives who choose to attend. |
| 5.6. | 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 ($T = \text{the weight given to the Technical Proposal}; \ P = \text{the weight given to the Financial Proposal}; \ T + P = 1$) 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. |

**Negotiations**

| 6.1. | Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a prerequisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the SSNNL 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 |
| **Technical Negotiations** | 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 SSNNL and the Consultants will finalize the Terms of Reference, staffing 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 SSNNL to ensure satisfactory implementation of the assignment. The SSNNL shall prepare minutes of negotiations which will be signed by the SSNNL and the Consultant |
| **Financial Negotiations** | 6.3. | 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 |
| **Availability of professional staff / experts** | 6.4. | [a] The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause of the ITC. Failure to confirm the Key Experts’ availability may result in the rejection of the Consultant’s Proposal and the Client proceeding to |
negotiate the Contract with the next-ranked Consultant.

[b] Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

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<th>Conclusion of the negotiations</th>
<th>6.5.</th>
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<tr>
<td>Negotiations will conclude with a review of the draft Contract. To complete negotiations the SSNNL and the Consultant will initial the agreed Contract. If negotiations fail, the SSNNL will invite the Consultant whose Proposal received the second highest score to negotiate a contract.</td>
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<tr>
<th>Award of Contract</th>
<th>7.1.</th>
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<tr>
<td>After completing negotiations the SSNNL shall award the Contract to the selected Consultant, and promptly notify all Consultants who have submitted proposals.</td>
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| 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. |

| 7.3. |
| The consultant shall while signing contract, provide performance security equivalent to 10% (Ten) of the contracted value in the form of a fixed deposit issued by a nationalized bank pledged in the name of Superintending Engineer, Narmada Project Head works Circle, Kevadia Colony. The said Superintending Engineer will be the Engineer in-charge to administer and manage the proof of deposit. |
consultancy contract. The said deposit / BG shall be valid up to Nov. 2018, and shall be refunded / discharged on issuance of the completion certificate.

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<tr>
<th>Confidentiality</th>
<th>8.1.</th>
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<tr>
<td>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</td>
<td></td>
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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 “Proof Consultant” for scrutinizing, vetting and making recommendation for approval of the detailed engineering designs and drawings for the architectural, civil, structural, bronze cladding, designs and drawings for the 182 meter tall Statue of Unity to be constructed 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 SSNNL’s official(s):

Mr. V.C. Shah
Dy. General Manager (SOU)
C/o. Sardar Sarovar Narmada Nigam Limited,
Block No.12, 3rd Floor,
New Sachivalaya Complex,
Gandhinagar 382010.
Phone No. +91-79-23252374, 52338, and 52356, Fax: +91-79-23223036, 23223056.
E-mail: contact@statueofunity.in

1.4 The SSNNL 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 SSNNL.

1.5 SSNNL envisages the need for continuity for downstream work: Yes

1.6 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:
The Chief Engineer (CPC)
Proposals shall be submitted in English language:

Consultants may associate with other Consultants: Joint Venture Consortium permitted, up to a maximum of two members. One member may be foreign member with his financial stake not exceeding 49% of the total.

The estimated number of key Expert man days required for the assignment are approximately 4200 days:

The format of the Technical Proposal to be submitted is: Full Technical Proposal (FTP)

[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 the foregoing.
3.7 Amounts payable by the SSNNL 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 Technical Proposal and the Financial Proposal online under the e-tender procedure. One copy of the Technical Proposal along with the supporting documents shall be submitted physically duly signed. Financial Proposal is not to be submitted in physical form and has to be submitted electronically only. This is a fundamental and mandatory requirement.

4.5 The Proposal submission address is:
Chief Engineer (CPC)
Sardar Sarovar Narmada Nigam Limited,
Block No.12, 6th Floor,
New Sachivalaya Complex,
Gandhinagar-382 010

Gujarat, India.

Phone: - +91-79-23252393, 52742, Fax: - +91-79-23223056.

Email: dire.civil.ssnln@gmail.com

Proposals must be submitted not later than 27th, April, 2015 up to 18:00 Hrs.

6. Eligibility & Qualification Criteria

6.1 Applicant Consultants must read carefully the minimum conditions of eligibility (the “Conditions of Eligibility”) provided herein.

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 31st March, 2014 in the field of detailed Engineering, designs, Architectural in the field of civil, structural, electro mechanical and related services.

(B) Technical Capacity: The Applicant Consultant shall have, over the past 10 (Ten) years preceding 31st March 2014, completed minimum one (1) similar
Proof Consultancy Assignment, for a project valuing more than **Rs. 500 Crores ($ 80 million)** experience in providing services as a Poof Consultant for 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 **100 meters plus**. The applicant Consultant shall submit client certificate in support of such completed assignment. Provided proof consultancy in one EPC mode project in last five years. Foot Print of minimum **15000 people per day**.

(C) **Financial Capacity:** The Consultant should have a minimum financial turnover of **Rs. 35 crore** (Thirty five crore) [$ 06 million] in at least two years of the last 10 financial years preceding 31st March 2014.

(D) **Availability of Key Experts:** The Applicant shall offer and make available all Key Experts meeting the requirements specified in sub-clause 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 ten financial years proceeding 31st March, 2014.

- 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 Clients, establishing their experience in similar projects. The SSNNL 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 SSNNL, SSNNL 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 SSNNL 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.

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 standard format. 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 **E-tender procedure:**
The Consultant who wish to participate in this assignment will have to register on
http://ssnnl.nprocure.com. The Consultant who wish to participate in this online
bidding process will have to procure digital signature certificate as per the
Information and Technology Act 2000 by which they can sign their electronic bids.
Bidders can procure the same from Chief Executive Officer, (n) code Solutions ( A
Division of GNFC Ltd), 401 GNFC Tower, SG Highway, Bodakdev, Ahmedabad (email:
mailto.marketing@ncodesolutions.com Phone +917926857310 to 7318),
+9126854514, Fax No. 079-26857321 who are licensed certifying authority by
Government of India and they will assist them in procuring the same. The Consultant
who also have a valid digital certificate need not procure a new digital certificate.

The intending Consultant shall upload the Technical Proposal as per section 3 of the
RFP along with Form TECH-1, TECH – 2, TECH – 3, TECH – 4, TECH – 5, TECH – 6,
TECH – 7 and TECH – 8.

The intending Consultant shall also upload the Financial Proposal as per Section 4 of
the RFP along with the Form FIN – 1, FIN – 2, FIN – 3, FIN – 4, FIN – 5, and FIN-6.

6.6 **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, SSNNL 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 out right rejected without further evaluation.

6.6.1 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 SSNNL, at its sole discretion.

The Consultant while making a proposal to SSNNL 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.

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

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

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

<table>
<thead>
<tr>
<th>Item Code</th>
<th>Parameters</th>
<th>Max. Marks</th>
<th>Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Relevant Experience of the Applicant Consultant (This experience may be as a Design)</td>
<td>200</td>
<td>Marks under this category shall be assigned by the Evaluation Committee as under:</td>
</tr>
<tr>
<td>Item Code</td>
<td>Parameters</td>
<td>Max. Marks</td>
<td>Criteria</td>
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<td>--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
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</tbody>
</table>
|           | Consultancy Organization, Design and Construction Supervision and Management Organization or Design and value engineering wing of an EPC Contractor) |            | (a) Applicant Consultant who has the experience of providing Proof Consultancy for the checking and vetting of detailed engineering designs, as required under this RFP, for three (3) or more Projects comprising of a tall building structure, towers of 100 meters height will be given 200 Marks.  
(b) Applicant Consultant who has the experience of providing Proof Consultancy for the checking and vetting of detailed engineering designs, as required under this RFP, for two (2) Projects comprising of a tall building structure, towers of 100 meters height will be given 150 Marks.  
(c) Applicant Consultant who has the experience of providing Proof Consultancy for the checking and vetting of detailed engineering designs, as required under this RFP, for one (1) Projects comprising of a tall building structure, towers of 100 meters height will be given 100 Marks.  
(d) Applicant Consultant who does not have the experience of providing Proof Consultancy for the checking and vetting of detailed engineering designs, as required under this RFP, at least for one Project comprising of a tall building structure, towers of 100 meters height will be given 0 Marks. |
<table>
<thead>
<tr>
<th>Item Code</th>
<th>Parameters</th>
<th>Max. Marks</th>
<th>Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Capability and Experience in Design and Project Management of Architectural and iconic structures</td>
<td>100</td>
<td>Marks under this category shall be assigned by the Evaluation Committee as under:</td>
</tr>
</tbody>
</table>

(a) Applicant Consultant who has the experience of providing Proof Consultancy for the checking and vetting of Architectural designs and its management as required under this RFP, for three (3) or more Projects comprising of a tall building structure, towers of 100 meters height will be given 100 Marks.

(b) Applicant Consultant who has the experience of providing Proof Consultancy for the checking and vetting of Architectural designs and its management as required under this RFP, for two (2) Projects comprising of a tall building structure, towers of 100 meters height will be given 80 Marks.

(c) Applicant Consultant who has the experience of providing Proof Consultancy for the checking and vetting of Architectural designs and its management as required under this RFP, for one (1) Projects comprising of a tall building structure, towers of 100 meters height will be given 75 Marks.

(d) Applicant Consultant who does not have the experience of providing Proof Consultancy for the checking
3 Relevant experience of the key personnel
   a. Team Leader (Sr. Structural Engineer) to be located and stationed at Gandhinagar
   b. Dy. Team Leader (Architect) to be located and stationed at Gandhinagar
   c. Senior Structural Engineer
   d. Senior Architect/ Planner and Aesthetic Design Engineer
   e. Senior Planner
   f. Senior Civil Engineer
   g. Structural Engineers – 2 Nos.
   h. Mechanical Engineer – 2 Nos.
   i. Electrical Engineer – 2 Nos.
   j. Exhibit Designer
   k. Instrumentation Engineer
   l. Water & Waste Water Specialist

<table>
<thead>
<tr>
<th>Item Code</th>
<th>Parameters</th>
<th>Max. Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>Relevant experience of the key personnel</td>
<td>300</td>
</tr>
<tr>
<td></td>
<td>a. Team Leader (Sr. Structural Engineer) to be located and stationed at Gandhinagar</td>
<td>30</td>
</tr>
<tr>
<td></td>
<td>b. Dy. Team Leader (Architect) to be located and stationed at Gandhinagar</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>c. Senior Structural Engineer</td>
<td>40</td>
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<tr>
<td></td>
<td>d. Senior Architect/ Planner and Aesthetic Design Engineer</td>
<td>30</td>
</tr>
<tr>
<td></td>
<td>e. Senior Planner</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>f. Senior Civil Engineer</td>
<td>30</td>
</tr>
<tr>
<td></td>
<td>g. Structural Engineers – 2 Nos.</td>
<td>40</td>
</tr>
<tr>
<td></td>
<td>h. Mechanical Engineer – 2 Nos.</td>
<td>40</td>
</tr>
<tr>
<td></td>
<td>i. Electrical Engineer – 2 Nos.</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>j. Exhibit Designer</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>k. Instrumentation Engineer</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>l. Water &amp; Waste Water Specialist</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>600</td>
</tr>
</tbody>
</table>

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.

Key professionals not having the minimum qualification and minimum experience as specified in Para 3.5.7 of Section-5 of this RFP will be assigned ‘0’ marks.

The Consultant shall have to score a minimum of 450 marks out of 600 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 Proof Consultancy services as detailed in the terms of reference and the scope of work, following projects shall be deemed as similar assignments (the “Similar Assignments”):

Proof Consultancy including checking and scrutinizing, vetting and making recommendation for approval of the detailed engineering designs and drawings for the architectural, civil, structural, electro mechanic and all other ancillary services
including exhibition designs etc. submitted by the EPC contractor for a tall buildings, iconic structures, towers having a height of 182 meters plus, with 80% public spaces for public movement, either in India or abroad.

6.10 Short-listing of Applicant Consultants

The Consultants who score 420 out of 600 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 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) 60% weightage will be given to the Technical Score.
   b) 40% weightage will be given to the financial score.

3. The SSNNL 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 6.1.1 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
6.13 Formula for determining the financial scores:

\[ S_f = 100 \times \frac{F_m}{F} \]

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:

\[ T = 0.60, \quad P = 0.40 \]

7. Proposal Time Line:

- Pre-Proposal Conference date: 6th April, 2015 at 12.00 Hrs
- Issue Addendum with response to Proposer Inquiries: 16th April, 2015
- Submission of Tech and Fin proposal as per RFP: 27th April, 2015 up to 1800 Hrs.
- Opening of Technical proposal: 30th April, 2015 at 1200 Hrs.
- Opening of Financial Proposal of the Technically 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 - Financial Capacity of the Applicant
   C - Statement of Legal Capacity
   D - Consultant’s Experience in Similar Proof Consultant Assignment

Form TECH-3. Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the SSNNL
   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:
Chief Engineer (CPC)
Sardar Sarovar Narmada Nigam Limited,
Block No.12, 6th Floor,
New Sachivalaya,
Gandhinagar 382010.

Sub: Appointment of a Consultant for Providing Proof Consultancy 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 Proof Consultancy Services to the SSNNL 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. Financial Proposal is uploaded under e-tender procedure.

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 SSNNL any additional information it may deem
necessary or require for supplementing or authenticating the Proposal.

5. I/We acknowledge the right of the SSNNL to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any 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 SSNNL or a judicial pronouncement or arbitration award against the Applicant consultant nor been expelled from any project or contract by any public SSNNL nor have had any contract terminated by any public SSNNL 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 SSNNL;
   (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 SSNNL 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 SSNNL 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 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 SSNNL [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 120 (One Hundred twenty) 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 SSNNL or in respect of any matter arising out of or
concerning or relating to the Selection Process including the award of Consultancy.

19. The Technical Proposal and the Financial Proposal are uploaded online under the e-tender procedure. One copy of the Technical Proposal along with the supporting documents is submitted physically duly signed. I, understand and agree that the Financial Proposal is not to be submitted in physical form and any deviation in this regard will lead to outright rejection of my proposal.

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: ______
A - Consultant's Organization

1.1 Title of Consultancy:
Providing Proof Consultancy to Sardar Sarovar Narmada Nigam Limited.

1.2 Title of Project:
Proof Consultancy Services for scrutinizing, vetting and making recommendation for approval of the detailed engineering designs and drawings for the architectural, civil, structural, electro mechanic and all other ancillary services including exhibition designs submitted by the EPC contractor 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 authorized signatory of the Applicant:
Name:
Designation:
1.5 Does the Applicant’s firm/company (or any member of the consortium) combine functions as a consultant or adviser along with the functions as a contractor and/or a manufacturer? Yes / No

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
B – Financial Capacity of the Applicant

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Financial Year</th>
<th>Annual Turn Over (Rs.)</th>
<th>Revenue from Consultancy Fees</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>2004-2005</td>
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<td>2.</td>
<td>2005-2006</td>
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<td>3.</td>
<td>2006-2007</td>
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<td>2009-2010</td>
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<td>7.</td>
<td>2010-2011</td>
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<td>8.</td>
<td>2011-2012</td>
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<td>9.</td>
<td>2012-2013</td>
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<td>10.</td>
<td>2013-2014</td>
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</table>
**Certificate from the Statutory Auditor**

This is to certify that (name of the Applicant) has received the payments shown above against the respective years on account of professional fees.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorized signatory)
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
Chief Engineer (CPC)
Sardar Sarovar Narmada Nigam Limited,
Block No.12, 6th Floor,
New Sachivalaya,
Gandhinagar 382010.

Sub: Appointment of A Proof Consultant for scrutinizing, vetting and making recommendation for approval of the detailed engineering designs and drawings for the architectural, civil, structural, electro mechanic and all other ancillary services including exhibition designs submitted by the EPC contractor 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
**FORM TECH-2**

**CONSULTANT’S ORGANIZATION AND EXPERIENCE**

D – Consultant’s Experience in Similar Proof Consultant Assignment:

<table>
<thead>
<tr>
<th>S. No</th>
<th>Name of Project</th>
<th>Name of Client with address and</th>
<th>Date of Award of assignment</th>
<th>Date of completion of assignment</th>
<th>Capital cost of Project</th>
<th>#Professional fees received by the Applicant (in Rs.)</th>
<th>Period during which services are provide</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td>(2)</td>
<td>(3)</td>
<td>(4)</td>
<td>(5)</td>
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</tbody>
</table>

# 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 SSNNL.

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.
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 SSNNL 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 SSNNL), 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.

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.]
### Form Tech-5

**Team Composition & Task Assignments**

<table>
<thead>
<tr>
<th>Name of Staff</th>
<th>Firm</th>
<th>Area of Expertise</th>
<th>Position Assigned</th>
<th>Task Assigned</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>
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:
11. Detailed Tasks Assigned

[List all tasks to be performed under this assignment]

12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]

Name of assignment or project: 
Year: 
Location: 
Client: 
Main project features: 
Positions held: 
Activities performed:

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:
## FORM TECH-7
### STAFFING SCHEDULE

<table>
<thead>
<tr>
<th>Name of staff</th>
<th>Staff Input in the form of BAR CHART</th>
<th>Total Staff month input</th>
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</thead>
<tbody>
<tr>
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</tr>
<tr>
<td>No.</td>
<td>Activity</td>
<td>Months</td>
</tr>
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<td>-----</td>
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<td>1 2 3 4 5 6 7 8 9 10 11 12 n</td>
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<td>1.</td>
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<td>2.</td>
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<td>9.</td>
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<td>10.</td>
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</tbody>
</table>
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 Costs
Form FIN-3. Breakup of Cost Components
Form FIN-4. Breakdown of Expenses towards National and International travel of the key Experts
Form FIN-5. Breakdown of expenses other than staff remuneration and their travel cost
Form FIN-6. Payment Schedule

Lump sum price quoted in FIN 2 shall govern for award of contract.
[Location, Date]
To:
Chief Engineer (CPC)
Sardar Sarovar Narmada Nigam Limited,
Block No.12, 1st Floor,
New Sachivalaya Complex,
Gandhinagar 382010.
Phone: +91-79-23252393, 52742,
Fax: +91-79-23223056.
Email: dire.civil.sssn@gmail.com

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

The Financial Proposal uploaded by us under the e-tender procedure is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, [Insert “including” or “excluding”] of all indirect local taxes in accordance with Clause in the Data Sheet. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

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 Clause of the Data Sheet.

“No commissions, gratuities or fees have been or are to be paid by us to agents or any other party relating to this Proposal and, in the case of award, Contract execution.”
We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]: Name and Title of Signatory:

Name of Firm:

Address:
## FORM FIN-2
### SUMMARY OF COST

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item</th>
<th>Total Fees in Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Remuneration of Key Experts &amp; Staff</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Expenses - Reimbursable</td>
<td></td>
</tr>
</tbody>
</table>

**Total Cost of the Financial Proposal:**

{Should match the amount in Form FIN-1}

Service Tax

---

Grand Total
For this Time based Assignment, information to be provided in this Form shall be used for making payments towards the services provided by the Proof Consultant in the form of man power remuneration.

<table>
<thead>
<tr>
<th>Cost component</th>
<th>Man Days</th>
<th>Rate per Man day</th>
<th>Cost in Rupees</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Remuneration of key professionals</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sr. No.</td>
<td>Position</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Team Leader to be deployed in SSNNL office at Gandhinagar</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Dy. Team Leader to be located in SSNNL office at Gandhinagar</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Senior Structural Engineer (2 Nos.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Senior Civil Engineer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Senior Planner</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Senior Mechanical Engineer -1 Nos.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Senior Electrical Engineers - 1 Nos.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(2) Travel &amp; transportation for the key professionals</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(3) Office &amp; contingency expenditure</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>(4) Remuneration of the support staff</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>(5) Overheads</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td><strong>Subtotal</strong></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Taxes and duties</td>
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<td></td>
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<tr>
<td></td>
<td><strong>Total</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*The Consultant shall provide break up of costs for Sr. No. 2 to 5.*
Appendix A. Financial Negotiations - Breakdown of Remuneration Rates

1. Review of Remuneration Rates

1.1. The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. An attached Sample Form can be used to provide a breakdown of rates.

1.2. As the RFP requests submission of the financial proposal, the Sample Form shall be completed and attached to the Financial Form-3. Agreed (at the negotiations) breakdown sheets shall form part of the negotiated Contract and included as Appendix to the Contract.

1.3. At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.

1.4. Rate details are discussed below:

(i) Salary is the gross regular cash salary or fee paid to the individual in the firm’s home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).

(ii) Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the “Salary” and should be shown separately. Where the Consultant’s accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months’ pay be given for 12 months’ work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.

(iii) Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert’s replacement has been provided is not considered social charges.
(iv) Cost of Leave. The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

\[
\text{Leave cost as percentage of salary} = \frac{s - v - ph - w}{365100 \times \text{leave days total}}
\]

Where \( w \) = weekends, \( ph \) = public holidays, \( v \) = vacation, and \( s \) = sick leave.

Please note that leave can be considered as a social cost only if the Client is not charged for the leave taken.

(v) Overheads are the Consultant’s business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant’s staff monitoring the project, rent of headquarters’ office, support staff, research, staff training, marketing, etc.), the cost of Consultant’s personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years’ overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.
For this Time based Assignment, information to be provided in this Form shall be used for making payments towards the services provided by the Proof Consultant.

<table>
<thead>
<tr>
<th>Sr.</th>
<th>Type of Reimbursable Expenses</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Amount as per Fin - 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Per diem allowances</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>2</td>
<td>National / International flights</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>3</td>
<td>In/ out Airport transportation</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Total</td>
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</table>
### FORM FIN-5

**BREAKDOWN OF EXPENSES OTHER THAN STAFF REMUNERATION AND THEIR TRAVEL COSTS**

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit</th>
<th>Unit Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per diem allowances</td>
<td>Day</td>
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<tr>
<td>International flights</td>
<td>Trip</td>
<td></td>
</tr>
<tr>
<td>Miscellaneous travel expenses</td>
<td>Trip</td>
<td></td>
</tr>
<tr>
<td>Communication costs between [Insert place] and [Insert place]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Drafting, reproduction of reports</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment, instruments, materials, supplies, etc.</td>
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<td></td>
</tr>
<tr>
<td>Shipment of personal effects</td>
<td>Trip</td>
<td></td>
</tr>
<tr>
<td>Use of computers, software Laboratory tests</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subcontracts</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Local transportation costs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clerical assistance</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
FORM FIN-6
PAYMENT SCHEDULE

1. 5% of the ceiling value of the price as offered by the Consultant as mobilization advance as stated in Clause 6.1 (d) of GCC shall be paid as mobilization advance (interest bearing @ 14% per annum) against a bank guarantee to be issued by a Nationalized Bank after signing of the Consultancy Contract.

2. Payments for the services provided shall be paid as per Time Based Remuneration to the Key Experts and Support Staff for the man days consumed as per man day rates contained in FIN 2.

3. Payment towards reimbursable expenses shall be made against proof of expenses in the form of documents / vouchers.
SECTION 5
TERMS OF REFERENCE

1. General Information

1.1. Background:

The Government of Gujarat, India, through a special purpose SSNNL 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 Rs. 3000 Crores. It consists 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

SSNNL invites reputed consultants with expertise and knowledge in similar landmark iconic projects to submit their proposal for providing proof
consultancy services for the vetting, checking and value engineering of the 182 meter tall Statue of Unity to be constructed on the Sadhu Island.

1.4. Project Delivery Strategy
The SSNNL has awarded a contract to construct the project to an EPC Contractor who will be responsible for the Design, Procurement and Construction of the project. The successful Proof Consultant will be responsible to manage the entire scrutinizing, vetting and making recommendation for the architectural, civil, structural engineering components of the Statue foundation, Statue base, Statue Structure, (concrete and steel) bronze cladding. The scope is thus limited to the 182 meter tall statue to be constructed on the Sadhu island and will not include the vetting of the engineering designs and drawings related to the connecting bridge, approach road, Admin cum Hotel building (Shresth Bharat Bhavan) and all electro mechanical and all other ancillary services including exhibition designs. The Proof Consultant will examine and vet the designs and drawing, technical studies related to wind tunnel test, seismic studies and documents relating to the 182 meter tall statue of unity as submitted by the EPC contractor and vetted by the Project Management Consultant, so as to ensure that all the designs, drawings and contractors engineering studies and documents conform to the applicable National and International Standards and State of the Art Engineering Practices as may be applicable to the Project of this nature on behalf and as a representative of SSNNL. The project target completion date is end of Nov. 2018.

2. Type of Proof Consultancy Services
The Proof Consultancy services shall be provided under a time based, type of contract.

3. Scope of Proof Consultancy Services
The Proof Consultancy Consultant will manage on behalf of SSNNL the entire project scope from the Design phase through Construction and handing over to SSNNL. The management by the Proof Consultancy is intended to ensure delivery of the service within time and budget and with the highest quality commensurate with nationally and
internationally acclaimed and accepted standards, codes, rules, procedures, systems and state of the art engineering practice.

3.1. Design Phase for the 182 Meter tall Statue of Unity

3.1.1. Scrutiny and vetting and certification of Technical Studies conducted by the EPC contractor.

3.1.1.2. Scrutiny, vetting and certification of design norms, procedures and standards adopted by the EPC contractor.

3.1.1.3. Technical audit and evaluation and certification of all engineering structure, systems from the point of view of stability, sustainability, durability and safety.

3.1.1.4. Structural engineering structure analysis.

3.1.2. Geo-Technical/Environmental Services: Vetting and certification of geo tech 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. Vetting and certification of Project Management Plan: submitted by PMC for the 182 Meter Tall Statue of Unity, covering:

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

3.1.4. Project Master Schedule: Vet and certify Project Master Schedule encompassing all project activities submitted by EPC contractor / PMC.
3.1.5. Monthly Report: Prepare a Monthly Report outlining all design engineering activities. The Report will be in format and content satisfactory to the SSNNL. The MR will be submitted regularly and continue throughout the project subsequent phases.

3.2. Design Phase

3.2.1. Scrutinize, vet and certify detailed civil, structural, architectural, mechanical / electrical exhibit design, engineering designs and drawings submitted by EPC contractor.

3.2.2. Conduct Weekly Design Progress Meetings

3.2.3. Obtain a Design/Construction Schedule from the EPC Contractor and review to ensure conformance with the overall master schedule

3.2.4. Monitor design progress

3.2.5. Manage Design Deliverables

3.2.6. Advice the SSNNL of any Design issues that may impact cost, schedule or quality

3.2.7. Coordinate the design review and approval process which the EPC contractor is responsible to secure.

3.3. Construction Phase

3.3.1. Check, scrutinize and certify shop drawings, construction drawings, vendor drawings submitted by the EPC contractor during the entire construction area.

3.3.2. Ensure high quality and compliance with the design documents

3.3.3. Prepare daily and weekly reports in addition to the MR

3.3.4. Vet and certify all technical reports submitted by the EPC contractor

3.4. The Proof Consultant shall nominate and deploy a Senior Team Leader with Nationally and Internationally acclaimed post graduate qualification and 15 Years plus experience in formulating and finalizing structural engineering designs and drawings for tall structures having a minimum height of 182 meters with public spaces and public movement (80% usage). The Team Leader shall also have experience of formulating and vetting structural engineering designs in case
of one EPC contract valuing more than Rs. 100 Crores for a period of Two Years in last Ten Years. The Team Leader shall be posted in the office of the SSNNL at Gandhinagar on a full time basis. He will be supported by an Architect, with a degree in Architecture from a Nationally and Internationally acclaimed institution with experience in the field of Architectural planning and designing for a minimum period of 10 years in the area of **tall structures with 80% of public space and movement, area planning, aesthetic planning.** The Architect will also have experience in Architectural designs in case of one EPC contract valuing more than Rs. 100 Crores for a period of 2 years in last 10 years. The Architect will work as a Dy. Team Leader.

The Team Leader and the Dy. Team Leader shall work full time in SSNNL office at Gandhinagar and operate from an electronic office unit. They will travel to the Project site as per requirement.

The Proof Consultant, as a part of his Proposal to SSNNL shall identify and propose the key professionals as described in the detailed Terms of Reference (TOR) as contained in this Request of Proposal document. The Proof Consultant shall identify and propose a panel of atleast three key professionals for each category. These key professionals can operate from any location within India or Abroad through active interaction with the Team Leader and the Architect operating from the SSNNL office at Gandhinagar. The purpose of having a panel of three professionals in each category is to ensure that in case of one professional not being available for vetting and certifying the designs and drawings, the other member of the panel can provide the service. The Team Leader will operate and interact with the key professionals through a well designed electronic document management, transfer and sharing system based on appropriate software. The document transfer and response time between the Team Leader and the key professional shall not be more than three days.

The Key Professionals working from their location in India or Abroad, will have to visit Gujarat and the Project Site as per need and requirement.
3.5. Roles and Responsibilities of the Team Leader, Dy. Team Leader and the Key Expert Professionals

3.5.1. Team Leader

The Team Leader shall be responsible for preliminary vetting of the detailed engineering designs and construction / shop / installation drawings submitted by the EPC contractor and pass on the same to the key experts concerned with the subject, within a period of three days from the date of receipt of the design and drawing from the EPC contractor. Transmission of documents shall be through the approved “Document Management System”. The Team Leader shall be responsible to ensure that the certification and approval recommendation or modification observations are received from the key expert within a maximum period of five days. The Team Leader shall be principally responsible for the timeline management and compliance.

3.5.2. Dy. Team Leader:

The Dy. Team Leader shall be responsible for preliminary vetting of the detailed architectural and aesthetic designs and construction drawings submitted by the EPC contractor and pass on the same to the key experts concerned with the subject, within a period of three days from the date of receipt of the design and drawing from the EPC contractor. Transmission of documents shall be through the approved “Document Management System”. The Dy. Team Leader shall be responsible to ensure that the certification and approval recommendation or modification observations are received from the key expert within a maximum period of five days. The Dy. Team Leader shall be principally responsible for the timeline management and compliance.

3.5.3. Key Experts:

The Key Experts, nominated as a part of the panel proposed by the applicant consultant in his proposal shall be responsible to vet the geo tech, seismic, hydrology, wind tunnel and other studies carried out by the EPC contractor. The key experts shall ensure and certify that all the studies, detailed engineering designs, construction / equipment / machinery / system / shop / installation designs etc. are based on the latest and appropriate technologies, complies to the stability, safety and durability requirements, conform to the
latest available national and international standards, appropriateness and value engineering. Each and every submission made by the EPC contractor shall be vetted and counter signed as a token of the compliances mentioned hereinabove by the key expert concerned.

3.6. Key Experts.

The Consultant shall make available the services of the key experts as detailed below:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Position</th>
<th>Qualification</th>
<th>Experience</th>
<th>Responsibilities</th>
<th>Period of deployment in man days</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Team Leader to be deployed in SSNNL office at Gandhinagar</td>
<td>A post graduate degree in structural engineering from a nationally and internationally acclaimed and recognized university / institute</td>
<td>15 years plus as a Project Leader / Project Manager in design, development and preparing certifying structural engineering, design and drawings of tall buildings / towers with a height of 100 meters or more and having public spaces and public movement for 80% of the total spaces</td>
<td>He will lead, co-ordinate and supervise the multidisciplinary team involved in providing Proof Consultancy services. He will interact and coordinate with the construction contractor as well as the SSNNL / PMC Engineer-in-charge for successful management of the project. The Team Leader shall be responsible for preliminary vetting of the detailed engineering designs and construction / shop / installation drawings submitted by the EPC contractor and pass on the same to the key experts concerned with the subject, within a period of three days from the date of receipt of the design and drawing from the EPC contractor. Transmission of documents shall be through the approved &quot;Document Management System&quot;. The</td>
<td>975</td>
</tr>
<tr>
<td>Sr. No.</td>
<td>Position</td>
<td>Qualification</td>
<td>Experience</td>
<td>Responsibilities</td>
<td>Period of deployment in man days</td>
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<tr>
<td>2</td>
<td>Dy. Team Leader to be located in SSNNL office at Gandhinagar</td>
<td>A post graduate degree in Architectural from a nationally and internationally acclaimed and recognized university / institute</td>
<td>15 years plus as a senior architect with experience in design, development and construction supervision, and management of tall buildings / towers with a height of 100 meters or more and having public spaces and public movement for 80% of the total spaces</td>
<td>Team Leader shall be responsible to ensure that the certification and approval recommendation or modification observations are received from the key expert within a maximum period of five days. The Team Leader shall be principally responsible for the timeline management and compliance. He will be responsible for architectural and aesthetic designs. The Dy. Team Leader shall be responsible for preliminary vetting of the detailed architectural and aesthetic designs and construction drawings submitted by the EPC contractor and pass on the same to the key experts concerned with the subject, within a period of three days from the date of receipt of the design and drawing from the EPC contractor. Transmission of documents shall be through the approved “Document Management System”. The Dy. Team Leader shall be responsible to ensure that the certification and approval recommendation or modification observations are received</td>
<td>975</td>
</tr>
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<td>Sr. No.</td>
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<td>Qualification</td>
<td>Experience</td>
<td>Responsibilities</td>
<td>Period of deployment in man days</td>
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<td></td>
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<td>from the key expert within a maximum period of five days. The Dy. Team Leader shall be principally responsible for the timeline management and compliance</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Senior Structural Engineer (2 Nos.)</td>
<td>M. Tech. in structural engineering from a reputed institute</td>
<td>10 years plus as a Structural designer in the area of tall buildings / towers with public spaces and public movement for 80% of the total spaces. He should have experience in design of such structures based on atleast two of the following standards and codes of practices. (a) American (b) British (c) Indian</td>
<td>He will be responsible to supervise all the activities at the site in consultation and liaison with the SSNNL engineer-in-charge</td>
<td>975</td>
</tr>
<tr>
<td>4</td>
<td>Senior Civil Engineer</td>
<td>Master Degree in Civil engineering</td>
<td>15 years plus experience as a Senior civil engineering design, development and construction and management of tall buildings / towers with public spaces and public movement for 80% of the total spaces. He should have experience in design of such structures based on atleast two of the following standards and codes of practices. (a) American (b) British (c) Indian</td>
<td>He will assist the team leader in all activities as per the scope of work for providing Proof Consultancy services.</td>
<td>975</td>
</tr>
<tr>
<td>5</td>
<td>Senior Planner</td>
<td>A post graduate degree in Project Planning, Project Planning</td>
<td>10 years plus experience in planning of major projects, area planning, landscaping, visioning with public spaces and public movement for 80% of the total spaces. He should have experience</td>
<td>He will be responsible for vetting and certifying overall development plan at the site of the Statue of Unity, area planning, utility planning, landscaping etc.</td>
<td>300</td>
</tr>
</tbody>
</table>
### SR. NO. | POSITION | QUALIFICATION | EXPERIENCE | RESPONSIBILITIES | PERIOD OF DEPLOYMENT IN MAN DAYS
--- | --- | --- | --- | --- | ---
 |  | Management, construction planning and management from a reputed institute | in design of such structures based on at least two of the following standards and codes of practices. (a) American (b) British Indian. |  |  | 4200

Total anticipated man days

3.6 The applicant Consultant shall, as a part of its proposal, nominate a Team Leader and the Dy. Team Leader with their detailed experience profile, Curriculum Vitae and written consent. SSNNL, prior to award of the Contract shall interview these two experts and approve and accept their selection. In case if SSNNL does not approve the consultant shall have to re-nominate these two experts for interview and approval by SSNNL.

3.7 The applicant consultant, shall nominate a panel of three experts for the other category of experts as listed hereinabove, who will be operating from their own location and may be required to visit Gujarat and the Project site on need basis, with detailed experience profile, Curriculum Vitae and written consent. Any one of these experts will have to certify and recommend or suggest modifications in the detailed engineering designs, construction drawings, shop drawings, study reports like the wind tunnel test, seismic studies etc. as may be submitted by the EPC contractor and recommended by the Project Management Consultant.

4. Indicative Project Timeline (Starting from 1 March, 2015)

   4.1. Proof Consultancy Selection/Award : 3 Months
   4.2. Design Tasks : 6 Months
   4.3. Construction phase design vetting : 33 Months

   Total : 42 Months

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

5. Proposal Information:
5.1 Proposal Timeline

- Pre-Proposal Conference date: 6th April, 2015 at 12.00 Hrs
- Issue Addendum with response to Proposer Inquiries: 16th April, 2015
- Submission of Tech and Fin proposal as per RFP: 27th April, 2015 up to 1800 Hrs.
- Opening of Technical proposal: 30th April, 2015 at 1200 Hrs.
- 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 SSNNL Contact Information:

Request for copies of the RFP and any inquiries must be addressed in writing to the Chief Engineer (CPC), Sardar Sarovar Narmada Nigam Limited (SSNNL), Block No. 12, 6th Floor, New Sachivalaya, Gandhinagar – 382 010

Verbal communications are strictly prohibited and will not be entertained.

5.3 RFP Addenda:

SSNNL 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

SSNNL 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 SSNNL’s best interests.

5.5 Subcontracting and other contracting Arrangements:

SSNNL 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.
Joint venture consortium (unincorporated) shall comprise of maximum two members. One may be a foreigner with his stake not exceeding 49%.

5.6 Ownership of the Proposal:

All proposals submitted in response this RFP become the property of SSNNL 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 SSNNL in relation to the Proposal are borne entirely by the Proposer and SSNNL shall not reimbursed 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 knowledge. Any falsification of facts or deceiving information may be grounds for rejection.

5.10 Contract Award:

SSNNL 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 SSNNL and the selected proposer.

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

6. Proposal Submission Requirements:

The proposer shall submit one hard copy and one soft copy of the technical proposal. A separate commercial proposal shall be uploaded electronically Technical Proposal
should be submitted in sealed envelope clearly marked “Technical”. 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 Proof Consultancy services for high rise structures of high visibility prestigious projects having cultural and touristic value. High light those similar projects performed in the last 10 years. 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 providing Proof Consultancy for EPC contracts. Describe the firm’s general experience in performing Proof Consultancy 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. The Team Leader and the Dy. Team Leader will be posted and shall work on full time basis at the SSNNL Office at Gandhinagar. The other key experts shall operate from their own location and shall visit Gujarat and the Project site on need basis. Include curriculum vitae (CV) for all staff members. The CVs shall not be counted against the 50 page total of the proposal.
Identify the Team Leader (TL) and Dy. TL and his/her qualifications for this role. The TL / Dy. TL 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 TL / Dy. TL shall not be substituted upon selection of the proposer. Failure to commit the TL / Dy. TL listed in the proposal to the project may be grounds for disqualification.

Identify roles and responsibilities of all team members.

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.

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 e-tender procedure, electronically of the cost proposal to perform the services under the RFP. The cost proposal shall include:

6.5.1. Fully loaded man day rates for each staff member. The fully loaded man day 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 man day 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 man day rate for each member

6.5.3.2. Amount of days 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 Consultant shall propose an upper limit of the total cost of manpower, which shall not be exceeded without prior approval of SSNNL.

6.5.3.7. Cost information shall be provided in Indian Rupees.

6. EXTENSION OF ASSIGNMENT:
The EPC contracts awarded for the Project for which Proof Consultancy is to be assigned will have a performance period of 42 months.

These contracts may get extended on bonafide grounds.

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

This will be done by ordering extension of time at the discretion of SSNNL. On such extension the total lump sum price shall be increased by adding 8% of the original price to the original price per year.
## 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) “SSNNL” means Sardar Sarovar Narmada Nigam Limited (SSNNL), Gandhinagar, Gujarat, India.

(c) “Consultant” means any private or public entity that will provide the Services to the SSNNL 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 SSNNL’s country.

(h) “GC” means these General Conditions of Contract.

(i) “Government” means the Government of the SSNNL’s country.

(j) “Local Currency” means the currency of the SSNNL’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 SSNNL or the Consultant, as the case may be, and “Parties” means both of them.
(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 SSNNL, 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 SSNNL 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

This Contract, its meaning and interpretation, and the relation
<table>
<thead>
<tr>
<th><strong>Governing Contract</strong></th>
<th>between the Parties shall be governed by the Applicable Law of India and the State of Gujarat.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1.4 Language</strong></td>
<td>This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.</td>
</tr>
<tr>
<td><strong>1.5 Headings</strong></td>
<td>The headings shall not limit, alter or affect the meaning of this Contract.</td>
</tr>
<tr>
<td><strong>1.6 Notices</strong></td>
<td><strong>1.6.1</strong> 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.</td>
</tr>
<tr>
<td></td>
<td><strong>1.6.2</strong> 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.</td>
</tr>
</tbody>
</table>
1.7 Location

The Proof Consultant shall nominate and deploy a Senior Team Leader with Nationally and Internationally acclaimed post graduate qualification and 15 Years plus experience in formulating and finalizing structural engineering designs and drawings for tall structures having a minimum height of 182 meters with public spaces and public movement (80% usage). The Team Leader shall also have experience of formulating and vetting structural engineering designs in case of one EPC contract valuing more than Rs. 100 Crores for a period of Two Years in last Ten Years. The Team Leader shall be posted in the office of the SSNNL at Gandhinagar on a full time basis. He will be supported by an Architect, with a degree in Architecture from a Nationally and Internationally acclaimed institution with experience in the field of Architectural planning and designing for a minimum period of 10 years in the area of tall structures with 80% of public space and movement, area planning, aesthetic planning. The Architect will also have experience in Architectural designs in case of one EPC contract valuing more than Rs. 100 Crores for a period of 2 years in last 10 years.

The Team Leader and the Architect shall work full time in SSNNL office at Gandhinagar and operate from an electronic office unit. They will travel to the Project site as per requirement.
The Proof Consultant, as a part of his Proposal to SSNNL shall identify and propose the key professionals as described in the detailed Terms of Reference (TOR) as contained in this Request of Proposal document. The Proof Consultant shall identify and propose a panel of at least three key professionals for each category. These key professionals can operate from any location within India or Abroad through active interaction with the Team Leader and the Architect operating from the SSNNL office at Gandhinagar. The purpose of having a panel of three professionals in each category is to ensure that in case of one professional not being available for vetting and certifying the designs and drawings, the other member of the panel can provide the service. The Team Leader will operate and interact with the key professionals through a well-designed electronic document management, transfer and sharing system based on appropriate software. The document transfer and response time between the Team Leader and the key professional shall not be more than three days.

The Key Professionals working from their location in India or Abroad, will have to visit Gujarat and the Project Site as per need and requirement.

1.8 Authority of Member in Charge

SSNNL shall permit a joint venture consortium with maximum of two members under this consultancy contract. Each member of the joint venture consortium shall be jointly and severely responsible to the SSNNL. 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 SSNNL 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 SSNNL or the Consultant may be taken or executed by the officials specified in the SC.
<table>
<thead>
<tr>
<th><strong>1.10 Taxes and Duties</strong></th>
<th>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.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1.11 Fraud and Corruption</strong></td>
<td>It is the SSNNL’s policy to observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the SSNNL:</td>
</tr>
<tr>
<td><strong>1.11.1 Definitions</strong></td>
<td>(a) defines, for the purpose of this provision, the terms set forth below as follows:</td>
</tr>
<tr>
<td></td>
<td>(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;</td>
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<td></td>
<td>(ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;</td>
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<tr>
<td></td>
<td>(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;</td>
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<tr>
<td></td>
<td>(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;</td>
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</tbody>
</table>
### 1.11.2 Measures to be Taken

| (b) | SSNNL 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 SSNNL-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 SSNNL-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

### 2.1.1 Performance Security

The consultant shall while signing contract, provide performance security equivalent to 10% (Ten) of the contracted value in the form of a fixed deposit or an unconditional unequivocal Bank Guarantee issued by any Nationalized bank or any of following banks, having their branch in Ahmedabad or Gandhinagar in favor of Executive Engineer, Narmada Project Main Canal Division No. 2, Gandhinagar payable at Gandhinagar or any of the Banks decided by the Finance Department, Government of Gujarat from time to time.

1. All Nationalizes Banks including the Public Sector Bank- IDBI Bank Ltd.
2. Private Sector Banks authorized by RBI to undertake State Government Business (at present- AXIS Bank, ICICI Bank and HDFC Bank)

1. Commercial Banks
   1) Kotak Mahindra Bank

2. Co-operative Bank of Gujarat
   1) The Kalupur Commercial Co-operative Bank Ltd.
   2) Rajkot Nagrik Sahakari Bank Ltd.
   3) The Ahmedabad Mercantile COOPERATIVE Bank Ltd.

The said deposit / BG shall be valid up to Nov. 2018, and shall be refunded / discharged on issuance of the completion certificate. In case of non performance or unsatisfactory performance, SSNNL shall have absolute and unquestionable right to forfeit Performance Security.

### 2.1.2 Effectiveness of Contract

This Contract shall come into force and effect on the date (the “Effective Date”) of the SSNNL’s notice to the Consultant instructing...
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<tr>
<th>Clause</th>
<th>Description</th>
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<tbody>
<tr>
<td>2.2</td>
<td><strong>Termination of Contract for Failure to Become Effective</strong>&lt;br&gt;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.</td>
</tr>
<tr>
<td>2.3</td>
<td><strong>Commencement of Services</strong>&lt;br&gt;The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.</td>
</tr>
<tr>
<td>2.4</td>
<td><strong>Expiration of Contract</strong>&lt;br&gt;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.</td>
</tr>
<tr>
<td>2.5</td>
<td><strong>Entire Agreement</strong>&lt;br&gt;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.</td>
</tr>
<tr>
<td>2.6</td>
<td><strong>Modifications or Variations</strong>&lt;br&gt;(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 hereof, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.&lt;br&gt;(b) In cases of substantial modifications or variations, the prior written consent of the SSNNL is required.</td>
</tr>
<tr>
<td>2.7</td>
<td><strong>Force Majeure</strong></td>
</tr>
</tbody>
</table>
| 2.7.1 | **Definition**<br>(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.

<table>
<thead>
<tr>
<th>2.7.2 No Breach of Contract</th>
<th>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.</th>
</tr>
</thead>
</table>
| 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 SSNNL of such event as soon as possible, and in any |
case 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 SSNNL, 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 SSNNL, 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 SSNNL 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 SSNNL

The SSNNL may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause GC 2.9.1. In such an occurrence the SSNNL 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 SSNNL 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 SSNNL, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

(e) If the Consultant submits to the SSNNL a false statement which has a material effect on the rights, obligations or interests of the SSNNL.

(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 SSNNL, for its own convenience and at its discretion and for any other reason whatsoever, decides to terminate this Contract.

(h) If the Team Leader, Dy. Team Leader, and the Expert Key Professionals failed to provide expert professional services, as per the terms of reference and tasks assigned in the prescribed time resulting into delays and losses to the SSNNL.

2.9.2 By the Consultant

The Consultants may terminate this Contract, by not less than thirty (30) days’ written notice to the SSNNL, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2:

(a) If the SSNNL 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 SSNNL fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

(d) If the SSNNL 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 SSNNL 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 SSNNL, 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 SSNNL 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, and ensure that the detailed engineering designs, construction, architectural, equipment, machinery and system drawings meet with the latest appropriate technologies adopted nationally and internationally as well as best engineering practices that are being used for tall structures with 80% of public spaces and public movement areas.

The consultant’s key experts shall perform the Roles and Responsibilities as stated herein below:

Team Leader

The Team Leader shall be responsible for preliminary vetting of the detailed engineering designs and construction / shop / installation drawings submitted by the EPC contractor and pass on the same to the key experts concerned with the subject, within a period of three days from the date of receipt of the design and drawing from the EPC contractor. Transmission of documents shall be through the approved “Document Management System”. The Team Leader shall be responsible to ensure that the certification and approval recommendation or modification observations are received from the key expert within a maximum period of five days. The Team Leader shall be principally responsible for the timeline management and compliance.

Dy. Team Leader:
The Dy. Team Leader shall be responsible for preliminary vetting of the detailed architectural and aesthetic designs and construction drawings submitted by the EPC contractor and pass on the same to the key experts concerned with the subject, within a period of three days from the date of receipt of the design and drawing from the EPC contractor. Transmission of documents shall be through the approved “Document Management System”. The Dy. Team Leader shall be responsible to ensure that the certification and approval recommendation or modification observations are received from the key expert within a maximum period of five days. The Dy. Team Leader shall be principally responsible for the timeline management and compliance.

Key Experts:

The Key Experts, nominated as a part of the panel proposed by the applicant consultant in his proposal shall be responsible to vet the geo tech, seismic, hydrology, wind tunnel and other studies carried out by the EPC contractor. The key experts shall ensure and certify that all the studies, detailed engineering designs, construction /equipment / machinery / system / shop / installation designs etc. are based on the latest and appropriate technologies, complies to the stability, safety and durability requirements, conform to the latest available national and international standards, appropriateness and value engineering. Each and every submission made by the EPC contractor shall be vetted and counter signed as a token of the compliances mentioned hereinabove by the key expert concerned.

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

3.1.2 Law

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 SSNNL 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 SSNNL’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 SSNNL on the procurement of goods, works or services, the Consultant shall comply with the SSNNL’s applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the SSNNL. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the SSNNL.

3.2.2 Consultant and Affiliates not to be Otherwise

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
Interested in Project 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 SSNNL, 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 SSNNL, insurance against the risks, and for the coverages specified in the SC, and (ii) at the SSNNL’s request, shall provide evidence to the SSNNL 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 detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the SSNNL or its designated representative and/or the SSNNL, 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 SSNNL or the SSNNL, if so required by the SSNNL or the SSNNL as the case may be.

3.7 Consultant's Actions Requiring SSNNL's Prior Approval

The Consultant shall obtain the SSNNL’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: SSNNL will not permit subcontracting 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, SSNNL may at its sole discretion consider such subcontracting. The Consultant shall have to obtain SSNNL’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 SSNNL to be incompetent or incapable in discharging assigned duties, the SSNNL may request the Consultant to provide a replacement, with qualifications and experience acceptable to the SSNNL, 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 SSNNL 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 Prepared by the Consultant to be

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the SSNNL under this Contract shall become and remain the property of the SSNNL, and
the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the SSNNL, 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 SSNNL. 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 SSNNL’s prior written approval to such agreements, and the SSNNL 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 SSNNL

Equipment, vehicles and materials made available to the Consultant by the SSNNL, or purchased by the Consultant wholly or partly with funds provided by the SSNNL, shall be the property of the SSNNL and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the SSNNL an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the SSNNL’s instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the SSNNL in writing, shall insure them at the expense of the SSNNL 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 SSNNL, 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 SSNNL, 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 SSNNL’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 SSNNL, are hereby approved by the SSNNL. In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the SSNNL for review and approval a copy of their Curricula Vitae (CVs). If the SSNNL does not object in writing (stating the reasons for the objection) within twenty-one (21)
days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the SSNNL.

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 SSNNL 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 SSNNL 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 SSNNL 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 SSNNL 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 SSNNL’s written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the SSNNL.

(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 SSNNL. 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 SSNNL 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 SSNNL, shall take charge of the performance of such Services.

5. OBLIGATIONS OF THE SSNNL

5.1 Assistance and Exemptions
SSNNL 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 SSNNL’s obligation.

5.2 Access to Land
The SSNNL 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 SSNNL 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 SSNNL

(a) The SSNNL 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 SSNNL shall make to the Consultant such payments and in such manner as is provided by Clause GC 6 of this
5.6 Counterpart Personnel

(a) The SSNNL shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the SSNNL with the Consultant’s advice, if specified in Terms of Reference and the Data Sheet.

(b) If counterpart personnel are not provided by the SSNNL to the Consultant as and when specified in Terms of Reference and the Data Sheet, the SSNNL 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 SSNNL to the Consultant as a result thereof pursuant to Clause GC 6.1(c) hereof.

(c) Professional and support counterpart personnel, excluding SSNNL’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 SSNNL 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 on the basis of a Time Based Performance by each of the professional key experts as offered by the Consultant in his proposal and as accepted by the SSNNL. Such payment will be only in Indian Rupees. The ceiling price quoted by the consultants and accepted by the SSNNL 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 SSNNL.

(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 additional payments in local and/or foreign currency, as the case may be, shall be made to the Consultant in order to cover legitimate and 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.

(d) The consultant shall be paid, only his request mobilization advance to the extent of 5% of the ceiling price offered by him and accepted by SSNNL, on signing the contract, against an unequivocal and unconditional bank guarantee issued by a nationalized or a Reserve Bank of India scheduled bank having branch in Ahmedabad / Gandhinagar. The mobilization advance shall carry interest @ 14% per annum. The advance shall be recovered @ 10% of the interim bills paid to the Consultant.

6.2 Remuneration and Reimbursable Expenses

The Consultant shall be paid on the basis of a Time Based Performance by each of the professional key experts as offered by the Consultant in his proposal and as accepted by the SSNNL plus the reimbursable expenses and the taxes as contained in the summary of cost in form FIN-2 as per its break up contained in Form FIN-3, FIN-4 and FIN-5 In case if, any extra work, not covered within the scope of the terms of reference is required, SSNNL shall pay the consultant additionally as per the breakdown of costs.
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 SSNNL 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 SSNNL of an advance payment guarantee acceptable to the SSNNL 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 SSNNL. The advance payments will be set off by the SSNNL 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 SSNNL, 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 SSNNL.

(c) The SSNNL shall pay the Consultant's statements within
GOVERNMENT OF GUJARAT
SARDAR SAROVAR NARMADA NIGAM LIMITED

thirty (30) days after the receipt by the SSNNL 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 SSNNL may add or subtract the difference from any subsequent payments. **No interest on delayed payments will be paid.**

(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 SSNNL. The Services shall be deemed completed and finally accepted by the SSNNL and the final report and final statement shall be deemed approved by the SSNNL as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the SSNNL unless the SSNNL, 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 SSNNL 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 SSNNL within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the SSNNL for reimbursement must be made within twelve (12) calendar months after receipt by the SSNNL of a final report and a final statement approved by the SSNNL 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 referred either by the Consultant or SSNNL as the case may be 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)

<table>
<thead>
<tr>
<th>Num</th>
<th>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.4</td>
<td>The language/s is: English.</td>
</tr>
<tr>
<td>1.6</td>
<td>The addresses are:</td>
</tr>
<tr>
<td></td>
<td>For SSNNL Chief Engineer (CPC)</td>
</tr>
<tr>
<td></td>
<td>Sardar Sarovar Narmada Nigam Limited,</td>
</tr>
<tr>
<td></td>
<td>Block No.12, 6th Floor,</td>
</tr>
<tr>
<td></td>
<td>New Sachivalaya Complex,</td>
</tr>
<tr>
<td></td>
<td>Gandhinagar 382010.</td>
</tr>
<tr>
<td></td>
<td>Phone: +91-79-23252393, 52742, Fax: +91-79-23223056.</td>
</tr>
<tr>
<td></td>
<td>Email: <a href="mailto:dire.civil.ssnll@gmail.com">dire.civil.ssnll@gmail.com</a></td>
</tr>
</tbody>
</table>

For Consultant:  
Attention:  
Facsimile:  

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

1.9  The Authorized Representatives are:
For the SSNNL: _______
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 of India during life of this contract and the SSNNL 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 SSNNL 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 (39 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.

2.2 The time period shall 30 days or such other time period as the parties may agree in
2.3 The time period shall be 15 days or such other time period as the parties may agree in writing.

2.4 The time period shall be 39 months from the date of effectiveness or such other time period as the parties may agree in writing.

3.4 Limitation of the Consultants' Liability towards the SSNNL

(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 SSNNL’s property, shall not be liable to the SSNNL:
   (i) for any indirect or consequential loss or damage; and
   (ii) for any direct loss or damage exceeding 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 fees to be paid by the SSNNL 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} {The other actions are:

(c) 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 SSNNL 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 SSNNL.

{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 SSNNL in Indian Rupees shall be made within 30 days after the Effective Date against an unconditional unequivocal bank guarantee issued by a nationalized bank. The advance payment will be recovered by the SSNNL in equal installments against the statements for the first \[\text{insert number}\] 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: \[\text{insert rate}\].

6.4(c) The advance payment shall be interest bearing @ 14% per annum.

6.4 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.
JOINT VENTURE AGREEMENT
(To be notarized on stamp paper of appropriate value)

(1) The Joint Venture agreement made and entered into at ______________(place) on ___________day of __________ (YEAR) by and between.
   a. Firm A (Name with address of the registered office)
   b. Firm B (Name with address of the registered office)

(2) Definitions:
   In this deed the following words and expressions shall have the meaning set out below.
   b. “The Works” shall mean which is more particularly described in the pre-qualification and tender documents issued thereof by the Employer.
   c. “The Tender” shall mean the Tender to be submitted by Joint Venture to the Employer for the work /works.
   d. “The Contract” shall mean the contract entered /to be entered into between the Joint Venture and the Employer for the works.

(3) Joint Venture (J.V) :
   The Parties hereto declare that they have agreed to form a Joint Venture for the purpose of submitting the pre-qualification Application/ tender document initially and then tender and if successful for the execution of the works as an integrated Joint Venture. The parties are not under this agreement entering into any permanent partnership of Joint Venture to tender or undertake any contract other than the subject works. Nothing herein contained shall be considered to constitute the parties of partners to constitute either Party the agent of the other.
(4) Witnesseth:

Whereas Sardar Sarovar Narmada Nigam Ltd. Herein after reinforced as Nigam / SSNNL/ Employer has invited tenders from intending bidders and the Nigam has permitted a group of firms (not exceeding three) forming a Joint Venture to eligible to be a bidder.

And whereas_________________________party of the first part and
_________________________party of the Second part/ (if applicable) are desirous to enter into a Joint Venture in the nature of partnership engaged in the joint undertaking for the specific purpose of execution of the work of constructing

__________________________________

__________________________________and whereas Parties of the first and Second part/ (if applicable) reached understanding to submit pre-qualified/ tender, if pre-qualification, and to execute the contract if awarded;

This agreement witness as follows.

(a) The parties do not enter into an agreement of any permanent partnership of Joint Venture to tender or undertake any Contract other than the specified above;

(b) That the operation of this Joint Venture firm concerns and is confined to the work of ___________of Sardar Sarovar (Narmada) Project.

(c) The name of the Joint Venture firm for convenience and continuity shall be ________________________________

(d) The Address of Joint Venture for communication shall be as under .

(e) The Joint Venture shall jointly submit pre-qualification application on the above name according to all terms and conditions stated in the relevant instructions contained in the bid documents.

(f) That this Joint Venture shall regulate the relations between the parties thereto and shall include without being limited to them the following conditions.

(1) ___________________________ firm shall be the lead company in
charge of the Joint Venture for all intents and purpose.

(2) In case the said work is awarded to the Joint Venture, the partners of the Joint Venture will nominate a person with duly notarised power of Attorney on stamp paper, who will represent the Joint Venture with

the authority to incur liabilities, receive instructions and payments, sign and execute the contract for an on behalf of the Joint Venture,

(i) All the (Maximum Two) parties agree to make financial participation and to place at disposal of Joint Venture the benefits of its individual experience, technical knowledge, skill and shall in all respect bear its share as regards planning and execution of the work and responsibilities including the provision of information, advice and other assistance required in the Joint Venture and participation shall be in proportion of,

Firm –A...................%
Firm - B.....................%

(ii) All rights, interests, liabilities, obligations work experience and risks (and all net profits or net losses) arising out of the contract shall be borne by the parties in proportion to their shares. Each of the parties shall furnish its proportionate share in any bonds, guarantees, sureties required for the works as well as its proportionate share in connection with the works. The share and participation of the two partners in working capital and other financial requirements shall be in ratio as mentioned above.

(5) Internal responsibilities and liabilities:

(a) The division of individual scope of work may be worked out mutually by the parties but the party shall be jointly and severally liable to the employer for the whole work.
(b) The parties specifically undertake to carry out their separate works in full compliance with the contract with the employer. Each party shall be responsible jointly and severally for consequences if any arising out of defective or delayed execution of works which falls within the individuals party's area of responsibility and/or it has been caused due to acts and/or omission of the concerned party.

(c) The parties jointly and severally agree to replace modify or repair any defect in their respective portions of works in accordance with the terms and condition of the contract with the employer.

(d) The parties jointly and severally shall indemnify and hold harmless to each other against any claim made by the employer or any other third party for injury, damage, loss or expenses is attributed to the breach /non-performance of his responsibilities by the indemnifying party in accordance with the agreements and/or contract with the employer.

(e) None of parties have joined in any other Joint Venture for the said works.

(6) **Responsibilities and liabilities of Joint Venture towards the employer:**

(1) Parties hereto shall be jointly and severally liable and responsible for the acts, deeds and things done or omitted to be done in respect of the execution of the contract and for any financial liability arising there from.

(2) Parties hereto shall be jointly and severally responsible to the Employer for the execution of the works in accordance with the contract conditions;

(3) Parties hereto shall be jointly and severally indemnify to the Employer against any claim made against the employer or any other third party for any injury, damage or loss which may be attributed to the breach of the obligations under the contract pursuant to the contract.

- **Site management:**

(a) The execution of the work on the site will be managed by a Project Manager appointed by the Joint Venture and who will report to
(8) Termination of the Agreement:

This agreement shall be terminated in the following circumstances.

(a) The employer awards the contract for the work to the other Tenderer.

(b) The employer cancels the work to award the contract.

(c) On completion of the defect liability period as stipulated in the contract agreement of the works and all the liabilities thereof are liquidated.

(9) No partner has right to assign any benefits, obligation of liability under the agreement to any third party without prior written consent of the other partner as well as Sardar Sarovar Narmada Nigam Ltd.

(10) Financial matter:

(a) Bank Account in the name of the Joint Venture will be opened with any scheduled or nationalised Bank to be operated by an individual signatory as decided mutually by the Joint Venture partners.

(b) All the partners shall be responsible to maintain or cause to maintain proper Books of Account in respects of the business of the Joint Venture firm as per the Indian Regulation Act and shall be closed at the end of the every financial year ending 31st march. Upon closure of the books of accounts balance sheet and profit and loss account as to the state of affairs of the firm as at the end of the financial year and as to the profit and loss made or incurred by the firm for the year ended on that date, respectively shall be prepared and the same shall subject to audit by a Chartered Accountant.

(c) None of the party shall be entitled to make any borrowing on behalf of the Joint Venture without express prior written consent of the other party.

(d) Bank guarantee for the application /execution of the work shall be
provided jointly from a bank acceptable to the employer.

11) **Negotiation:**

Any negotiation of agreement between the parties hereto and the employer subsequent to the submission of the tender and prior to award, shall take place only with consent of each of the parties who shall be represented at the such negotiation by one or more representative(s) duly empowered to make such negotiation or agreement.

12) **Legal jurisdiction:**

All questions relating to validity interpretation of this agreement shall be governed by the law of India and shall be subject to jurisdiction of High court at AHMEDABAD.

13) **Settlement of disputes:**

Any dispute in interpretation of any condition mentioned herein shall be referred to an arbitrator/tribunal by mutual consent of the partners and such proceedings shall be governed by Gujarat Public Works contract disputes tribunal act of 1992 and as amended from time to time. The award of arbitrator shall be final and binding on the party hereto. Neither the obligation of each party here to the performance of contract nor the execution of work shall stop during the course of arbitration proceeding or as a result thereof.

14) **Insurance:**

(a) The Joint Venture through the parties individually shall take such insurance in connection with the work in accordance with the tender condition as acceptable to the employer.

(b) The cost of the insurance premium paid by the Joint Venture shall be borne and paid by the parties in proportion to the respective shares of work. Other insurance taken individually by the parties shall be fully borne by the respective parties.
(15) No change shall be made in this agreement without prior written consent of the employer and other party. However if the employer directs the parties to make changes in the agreement so as to fulfill tender conditions the parties discuss with employer and mutually agreed such changes required to be made in the agreement.

(16) **Default and withdrawals from the Joint Venture.**

In case that either party fails to observe the provision stipulated in this agreement withdrawal form the Joint Venture, Loss and/or expenses incurred by other party due to such default and/or withdrawals shall be fully compensated by the party who has defaulted.

(17) All matter relating to or arising due to this agreement shall be treated as confidential and shall not be disclosed to any other party.

In witness whereof the parties have caused their duly authorized representatives to sign below.

Witness:

1. Signed for and on behalf of firm-A
2. Date
   Seal

Witness:

1. Signed for and on behalf of firm-B
2. Date
   Seal