

**Government of Gujarat  
Roads & Buildings Department**

**Invites**

**Request for Proposal  
For  
Engagement of Consultant for all Land Acquisition  
Activities for**

**Bypass of Bhuj City Connecting Bhuj Nakhtrana, Bhuj  
Mandvi, Bhuj Mundra and Bhuj Bhachau Road  
Tentative Chainage 0/000 to 21/000 Ta. Bhuj Dist.  
Kutch**

**February, 2026**

**Office of the Executive Engineer  
Roads and Buildings Department  
Bhuj (R&B) Division  
Dist: Kutch**

# **1. Notice Inviting Tender: -**

<b>Department Name</b>	Road and Building Department
<b>Circle/Division</b>	R&B Mehsana Circle/ R&B Bhuj Division
IFB No./Tender Notice No.	20 For 2025-26 (3 <sup>rd</sup> Attempt)
<b>Name of Project</b>	Bhuj City Bypass
<b>Name of Work</b>	Engagement of Consultant for all Land Acquisition Activities for Bypass of Bhuj City Connecting Bhuj Nakhtrana, Bhuj Mandvi, Bhuj Mundra and Bhuj Bhachau Road Tentative Chainage 0/000 to 21/000 Ta. Bhuj Dist. Kutch
<b>Period Of Completion (in Months)</b>	300 Days
<b>Bidding Type</b>	Open
<b>Bid Call (Nos)</b>	--
<b>Tender Currency Type</b>	Single
<b>Tender Currency Settings</b>	Indian Rupee (INR)
<b>Joint Venture</b>	Not Applicable
<b>Rebate</b>	Not Applicable
<b>Tender Fee :</b>	Rs.3,600/-
<b>Tender Fee Payable To :</b>	"Executive Engineer, Bhuj (R&B) Division, Bhuj", payable at Bhuj
<b>EMD (INR) :</b>	Rs.1,15,000/-
<b>EMD In Favour Of :</b>	"Executive Engineer, Bhuj (R&B) Division, Bhuj", payable at Bhuj
<b>Bid Document Downloading Start Date</b>	
<b>Bid Document Downloading End Date</b>	/ /2026
<b>Pre-Bid Meeting</b>	/ /2026 ____ .00 PM
<b>Last Date &amp; Time for Receipt of Bids</b>	/ /2026
<b>Bid Validity Period</b>	120 days
<b>Remarks</b>	E.M.D. & tender fee shall be submitted in electronic format only through online (by scanning) while uploading the bid. This submission shall mean that E.M.D. & tender fee are received for purpose of opening the bid. Accordingly offer of those shall be opened whose E.M.D. & tender fee is received electronically. However, for the purpose of realization of D.D. & FDR, bidder shall send the DD & FDR in original to E.E, through R.P.A.D. so as to reach to Executive Engineer, R&B Division, Bhuj within 7 days from the last date of opening. Penaltative action for not submitting DD/FDR in original to E.E. by bidder shall be initiated and action shall be taken for abeyance of registration and cancellation of E-

	tendering code for one year as per Government Circular Dt. 27-11-2008. F.D.R. and D.D. for Exemption Certificate for E.M.D. is not necessary. However Exemption Certificate shall have to be submitted electronically through online. Any documents in supporting of bid shall be submitted in electronic format only through online (by scanning) & hard copy will not be accepted separately.
Bid Opening Date	00/00/2026
Officer Inviting Bids:	Executive Engineer, Bhuj (R&B) Division, Bhuj
Bid Opening Authority:	Superintending Engineer, (R&B) Circle, Mehsana
Address:	Office of Executive Engineer, Bhuj (R&B) Division, Bhuj
Contact Details:	Phone No. 02832-251450
Email:	exernbptn@gmail.com
Pre-bid Conference (If any)	00/00/2026 11.00 AM Office of Superintending Engineer, (R&B) Circle, Opp. Circuit House, Mehsana
<b>Online Submission of Tech-Bid &amp; Price-Bid</b> <ul style="list-style-type: none"> <li>➤ Bidders can prepare and edit their offers number of times before the tender submission date and time. After tender submission date and time, bidder cannot edit their submitted offer in any case. No written or online request in this regard shall be granted.</li> <li>➤ Bidder shall submit their offer i.e. Technical Bid as well as price bid in electronic format on above mentioned web site and date shown above after Digitally Signing the same.</li> <li>➤ Offers submitted without digital signature will not be accepted.</li> <li>➤ Offers in physical form will not be accepted in any case.</li> </ul>	
<b>Submission of Tender Fees, Bid Security, and other Documents</b> <ul style="list-style-type: none"> <li>➤ Demand Draft for Tender fee &amp; FDR for E.M.D. (valid for 180 days from bid due date) in favouring as mentioned above shall be submitted in electronic format through online (by scanning) while uploading the bid, this submission shall mean that Tender Fee &amp; E.M.D. is received. Accordingly offer of those shall be opened whose Tender Fee &amp; E.M.D. received electronically. However, for the purpose of realization of demand draft, Bidder shall send the Tender fee, EMD &amp; Other documents must be submitted though Speed Post/RPAD or Hand Delivery during office hours within 7 days from last date of opening of tender reach to The <b>Executive Engineer, Bhuj (R&amp;B) Division, Bhuj</b> Any documents in supporting of bid shall be submitted in electronic format only through online (by scanning etc.) &amp; hard copy will not be accepted separately.</li> <li>➤ Other Documents required to be submitted through on line in electronic format through scanning visible copy otherwise bid shall be rejected.</li> <li>➤ Bidders can download the tender document free of cost from the website <a href="https://tender.nprocure.com">https://tender.nprocure.com</a></li> <li>➤ Bidders have to submit technical bid as well as Price bid in electronic format only on above mentioned website till the Date &amp; time shown above.</li> </ul>	
<b>Other Terms &amp; Conditions as per detailed tender documents</b>	

Tender documents can be downloaded from <http://tender.nprocure.com/>

from / 10/2026 Onwards

**(a)** Bidder(s) may note that tender documents consist Volume-1 and Volume-2. The complete document is to be downloaded from website for submission of the offer otherwise the document will be treated as incomplete and summarily rejected.

**(b)** Bidder(s) may please also note that if any change/addition/deletion with mala-fide intention is made by the bidder and the same is detected at any stage even after award of the tender, all necessary action including banning of business will be taken against the bidder.

**(c)** Sealed tender offers as per the Single packet system should reach our mentioned office address, latest by tender closing date and time mentioned in the above table and will be opened on the same day. The sealed envelopes containing tender offers may be dropped in the Tender Box at above mentioned address by the due date and time. No tender will be accepted under any circumstances beyond the stipulated date and time which may be noted. Road and Building Department will not be responsible for any delay/ loss/ mis-delivery of tender documents.

**(d)** Bidder requiring any clarification of the Bidding Documents shall contact the Employer in writing at the Employer's address specified above. The Employer will respond in writing to any request for clarification, provided that such request is received no later than seven (7) day prior to the deadline for submission of Bids.

**(e)** JV/Consortium is not allowed in this tender.

The tender document comprises of various parts and contains as under.

Sr. No.	Description
<b>Volume-1</b>	
1.	NIT
2.	Instruction to Bidders and condition of tender
3.	SOW
4.	GCC
5.	Special condition
6.	Technical bid
7.	Annexure
<b>Volume-2</b>	
8.	Letter of price bid
9.	Financial offer and bill of quantities

## 2. INSTRUCTIONS TO BIDDERS (I.T.B) AND CONDITION OF TENDER.

2.1. The following documents form part of Tender/ Contract: -

- a) Notice Inviting Tender.
- b) Instructions to Bidders.
- c) Tender Form
- d) Special Conditions/ Specification.
- e) Schedule of approximate quantities (BOQ) - Volume-2.

2.2. The Bidder(s) shall quote his /their rates for individual item. The quantities shown in the attached schedule are given as a guide and are approximate only and are subject to variation according to the needs.

2.3. Tenders containing erasures and/ or alternations of the tender documents are liable to be rejected. Any correction made by the Bidder(s) in his/their entries must be attested by him.

2.4. Tender Fees

The tender documents to be downloaded from the official website of from <http://tender.nprocure.com/>. The Tender fees (non- refundable & non-transferable) will have to be submitted in form of a demand draft (Separate demand draft other than that of Earnest Money) in favour of “The Executive Engineer” payable at Bhuj (R&B) Division, Bhuj. If the offer is not accompanied with the valid tender fees, the tender will be **summarily rejected**.

2.5. Earnest Money

Bid must be accompanied by an Earnest Money Deposit of **Rs 1,15,000/-** by a Fixed Deposit / Bank Guarantee Receipt drawn by State Bank of India or any nationalized bank or Scheduled Bank of India in favour of “Executive Engineer, R&B Division, Bhuj”, payable at Bhuj. EMD/Bid security from Co-operative bank is not allowed. Please note that no interest is payable on EMD so long retained. Bid received without Earnest Money shall be summarily rejected. **(It is mandatory to attached a bank third party confirmation letter if the hand written FDR or third party nominee or joint name FDR)** The Earnest Money of the unsuccessful Bidder(s) will, save as here-in-before provided, be returned to the unsuccessful tender(s) within a reasonable time but ROAD AND BUILDING DEPARTMENT shall not be responsible for any loss or depreciation that may happen to the security for the due performance of the stipulation to keep the offer open for the period specified in the tender documents or to the Earnest Money while in their possession nor be liable to pay interest thereon.

The Earnest Money deposited by the successful Bidder(s) will be retained towards the security deposit for the due and faithful fulfilment of the contract but shall be forfeited if the Consultant fails.

### 2.5.1. Releasing of EMD

Following procedure shall be applicable for releasing of EMD.

- a) The Earnest Money submitted by all the Bidders except L1, shall be released within 21 days after the acceptance of the offer of L1.
- b) In case negotiations are proposed to be held, the Earnest Money submitted by all the Bidders other than the Bidders with whom negotiation has been proposed, may be released after the acceptance of the recommendations of the tender committee by the accepting authority for holding negotiations.
- c) If the tender is not finalized within the original validity period, the EMD of the Bidders who do not agree to extend the validity of their offers may be released. This may, however, be done only after the receipt of refusal from the Bidders for any further extension, in writing.

### 2.6. Rights Of ROAD AND BUILDING DEPARTMENT To deal with Tenders

The authority for the acceptance of the Tender will rest with the ROAD AND BUILDING DEPARTMENT. In normal circumstances, bid of the lowest offer/quoted amount shall be accepted. However, it shall not be obligatory on the said authority to accept the lowest tender or any other tender and no Bidders shall demand neither any explanations for the cause of rejection of his/ their tender nor the ROAD AND BUILDING DEPARTMENT to assign reasons for declining to consider or reject any particular tender or tenders.

If the Bidder(s) deliberately gives/ give wrong information in his/their Tender or creates/create circumstances for the acceptance of his/their Tender, the ROAD AND BUILDING DEPARTMENT reserves the right to reject such Tender at any stage.

If the Bidder(s) expires after the submission of his/their Tender or after the acceptance of his/their tender, the ROAD AND BUILDING DEPARTMENT shall deem such Tender as cancelled. If a partner of a firm expires after the submission of their Tender or after acceptance of their Tender, the ROAD AND BUILDING DEPARTMENT shall deem such Tender as cancelled, unless the firm retains its character.

### 2.7. Minimum Eligibility Criteria

- a) The Bidder must have a legal firm doing all types of work related to land acquisition activities.
- b) The Bidder having registered office in State of Gujarat.
- c) The Bidder must have GST certificate
- d) The Bidder must have MSME and Gumastadhara or any other licences issued from concerned authority/department.

### 2.8. Execution of Contract Documents

The successful Bidder(s) shall be required to execute an agreement with ROAD AND BUILDING DEPARTMENT for carrying out the work according to 'General Conditions of Contract', Special Conditions/Specifications annexed to the tender and the documents as mentioned in Tender form

## 2.9. Partnership Deeds, Power of Attorney Etc.

The Bidder shall clearly specify whether the tender is submitted on his own behalf or on behalf of partnership concern, If the tender is submitted on behalf of partnership concern, he should submit partnership deed along with the Tender and authorization to sign the tender document on behalf of partnership concern. The ROAD AND BUILDING DEPARTMENT will not be bound by any power of Attorney granted by the Bidder or by changes in the composition of the firm made subsequent of the execution of the contract. It may however recognize such power of attorney and charges after obtaining legal advice the cost of which will be chargeable to the Consultant.

The Bidder whether a sole proprietor or a limited company or a partnership firm if they want to act through agent or individual partner/partners should submit a power of attorney duly stamped and authenticated by a Notary public or by Magistrate in favour of the specific person whether he/they be partners of the firm or any other person specifically authorizing him/them to submit the Tender, sign the agreements, receive money, witness measurements, compromise, settle, relinquish any claim or claims preferred by the firm and sign ' No Claim Certificate 'and refer all or any disputes.

## 2.10. Tender Documents Are Not Transferable.

The tender will be governed with General condition of contract corrected up to latest correction slip.

## 2.11 SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

- 1.1 The original proposal (Technical Proposal and if required financial Proposal; see para 2.4) shall be prepared & submitted online only.
- 1.2 The Completed technical and financial Proposal must be submitted online on or before the time and date stated in the Data sheet. Any Proposal received after the closing time for submission of proposal shall not be accepted through internet, for which client is not responsible.
- 1.3 After the deadline for submission of proposals the technical Proposal shall be opened immediately by the evaluation committee. The Financial proposal shall remain unopened and until all submitted proposals are opened publicly & evaluated.

Signature of Bidder(s)

Executive Engineer  
Bhuj (R&B) Division,  
Bhuj.

Dated: \_\_\_\_\_

## 2.1 Conditions of Eligibility of Applicants

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

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, consultancy assignments in respect of “Providing land acquisition services for minimum 150 km length for National Highway / State Highway / Expressways / Railway projects/ State Highway or minimum 2,000 Ha. Area for any other Highway infrastructure project/ LA services for linear projects of the Government / Semi-Government Organizations in Gujarat / Other state Govt. / Govt. of India. Gujarat / Other state Govt. / Govt. of India. Gujarat / Other state Govt. / Govt. of India. Gujarat / Other state Govt. / Govt. of India.” shall be deemed as eligible assignments (the “**Eligible Assignments**”):

- 2.1.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following:

The Bidder or consortium members shall be a sole proprietor/ limited or Private Limited company incorporated in India under the Companies Act, 1956 and/ or LLP registered under Limited Liability Partnership Act, 2008. The Bidder shall be required to submit a true copy of its Incorporation Certificate along with its Proposal. The sole bidder / all members of the consortium must be operational jointly for past 5 (five) years.

- (A) **Technical Capacity:** The Applicant shall have over the past 10 (Ten) years’ experience in Land Acquisition process and had successfully completed at least 3 (three) similar work and fulfil the following eligibility criteria. In case of consortium, the technical as well as financial criteria shall be fulfilled jointly by the consortium members subject to the condition that every member of the consortium shall possess experience of any one of the following:

Sr. No.	Description
1	Providing land acquisition services for minimum 150 km length for National Highway / Railway projects/ State Highway or minimum 2000 Ha. area for any Highway Infrastructure project of the Government/ Semi-Government Institutes in Gujarat State.
2	Experience of Carrying out Cadastral/ Revenue Survey of Gujarat State/ Other state Govt. / Govt. of India Land Records Department.
3	Experience in land acquisition proceedings of Gujarat state / Other state Govt. / Govt. of India and related activities such as : Preparation of notices, notifications, forms, reports, Awards and any other incidental and statutory proceedings.



- (B) **Financial Capacity:** The Applicant shall have a minimum average Annual Turnover of Rs. 1.0 Crore per annum from Land Acquisition professional fees for the last 3 (Three) financial years preceding the Proposal Due Date (PDD).

**Note:** CA certificate /certificate from competent authority demonstrating that the turnover is from land acquisition consultancy fees only shall be submitted.

- (C) **Availability of Key Personnel :** The Applicant shall offer and make available all Key Personnel meeting the requirements specified in sub-clause (D) below.

- (D) **Conditions of Eligibility for Key Personnel :** Each of the Key Personnel must fulfill the Conditions of Eligibility specified below:

Sr. No	Expertise	Minimum Qualification	Minimum professional Experience	Experience on Eligible Assignments
1	Team Leader	Graduate in Civil Engineering	20 yrs	He shall have Min. 20 years in survey assignments of major projects using modern survey techniques and equipment such as total station, GPS, aerial photo and satellite image interpretation, GIS, acquiring land for infrastructure project etc. He shall have Min. 20 years in survey assignments of major projects using modern survey techniques and equipment such as total station, GPS, aerial photo and satellite image interpretation, GIS, acquiring land for infrastructure project etc
2	Senior Revenue Expert	Minimum of Retired Mamlatdar Rank or above	20 Yrs	He should have 20 years' experience in the field of Revenue Department. He should be well versed with LA proceedings. Experience of Land acquisition for Highways / Infrastructure is desirable.
3.	Cadastral Survey Expert	B.E. Civil/ M.A (Geography) / Diploma in Civil Engineering	10 Yrs.	He should have 10 years' experience in the Cadastral Survey works of liner length of 200 km . He should be well versed with LA proceedings. Experience of Land acquisition for Highways / Infrastructure is desirable.
4.	GIS Expert	B.E. Civil / M.A (Geography) / M. Sc (Geo- informatics) / M.A. Cartography/ Diploma in Civil Engineering	10 Yrs.	He should have experience of preparation of MIS system in similar Engineering projects of services such Highway/Railway, etc.

Sr. No	Expertise	Minimum Qualification	Minimum professional Experience	Experience on Eligible Assignments
5	Survey Engineer	Graduate in Civil Engineering / Retired Dy SLR	10 Yrs.	He should have experience of various survey techniques such as LiDAR / DGPS / Remote sensing/Total Station and should have experience for at least 200km length of surveying.
6.	Social Expert	Post Graduate in Geography / Social Science	10 Yrs.	He should have experience of data collection its analysis and presentation of all social components in land acquisition
7.	Quantity Surveyor	Graduate in Civil Engineering	10 Yrs.	He should have experience of preparation of quantity calculation, rate analysis and preparation of estimation for large infrastructure projects such as road network / township etc.
8	Cad Engineer	Diploma in Civil Engineering	5 Yrs.	He should have 5 years experience in Engineering Surveys, handling Cadastral Survey works in Auto CAD. Experience of Highway is desirable.
9	Valuation Expert	Graduate in Civil Engineering	5 Yrs.	He should have 5 years experience in valuation of affected structures, trees etc. Experience of Highway is desirable.

2.1.1 The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from professional fees during each of the past three financial years and the fee received in respect of each of the Eligible Assignments specified in the Proposal. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.

2.1.2 The Applicant should submit a Power of Attorney as per the format at Form-4 of Appendix-I; provided, however, that such Power of Attorney would not be required if the Application is signed by a partner of the Applicant, in case the Applicant is a partnership firm or Limited Liability Partnership.

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

2.1.4 While submitting a Proposal, the Applicant should attach clearly ink marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

## 2.2 Conflict of Interest

- 2.2.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the ROAD AND BUILDING DEPARTMENT shall for fee it and appropriate the Earnest Money Deposit as mutually agreed genuine

pre-estimated compensation and damages payable to the ROAD AND BUILDING DEPARTMENT for, *inter alia*, the time, cost and effort of the ROAD AND BUILDING DEPARTMENT including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to the ROAD AND BUILDING DEPARTMENT hereunder or otherwise.

- 2.2.2 The ROAD AND BUILDING DEPARTMENT requires that the Consultant provides professional, objective, and impartial advice and at all time should the ROAD AND BUILDING DEPARTMENT’s interest’ spar amount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not be in gable to carry out the assignment in the best interests of the ROAD AND BUILDING DEPARTMENT.

- 2.2.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-3. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- (a) the Applicant, its consortium member (the “**Member**”) or Associate (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause 2.3.3(a), indirect share holding held through hone or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire share holding held by such controlled intermediary in any other person (the“

**Subject Person**”) shall be taken into account for computing the share holding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect share hold in g of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such share holding shall be reckoned under this sub-clause (bb) if the share holding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

- (b) a constituent of such Applicant is also a constituent of another Applicant; or
- (c) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
- (d) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- (e) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other’s’ information about, or to influence the Application of either or each of the other Applicant; or
- (f) the Applicant, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 4A of the Companies Act, 1956. For the purposes of this sub-clause (h), indirect share holding shall be computed in accordance with the provisions of sub-clause (a)above.

For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the **“Associate”**). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person

by operation of law or by contract.

- 2.2.4 An Applicant eventually appointed to provide Consultancy for this Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services

performed for the ROAD AND BUILDING DEPARTMENT in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the ROAD AND BUILDING DEPARTMENT in accordance with the rules of the ROAD AND BUILDING DEPARTMENT. For the avoidance of doubt, a n entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5%(five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

## 2.3 Number of Proposals

No Applicant or its Associate shall submit more than TWO Application for the Consultancy of a particular package. An Applicant applying individually or as an Associate shall not be entitled to submit another application for the same package either individually or as a member of any consortium, as the case may be.

## 2.4 Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the ROAD AND BUILDING DEPARTMENT, Project site etc. The ROAD AND BUILDING DEPARTMENT will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

## 2.5 Site visit and verification of information

Applicants 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 and site constraints, availability of drawings and other data with the ROAD AND BUILDING DEPARTMENT, Applicable Laws and regulations or any other matter considered relevant by them.

## 2.6 Acknowledgement by Applicant

- 2.6.1 It shall be deemed that by submitting the Proposal, the Applicant has:

- (a) made a complete and careful examination of the RFP;
- (b) received all relevant information requested from the ROAD AND BUILDING DEPARTMENT;

- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the ROAD AND BUILDING DEPARTMENT or relating to any of the matters referred to in Clause 2.6 above;
- (d) Satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- (e) Acknowledged that it does not have a Conflict of Interest; and
- (f) Agreed to be bound by the undertaking provided by it under and in terms hereof.

2.6.2 The ROAD AND BUILDING DEPARTMENT shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the ROAD AND BUILDING DEPARTMENT.

## 2.7 Right to reject any overall Proposals

2.7.1 Notwithstanding anything contained in this RFP, the ROAD AND BUILDING DEPARTMENT reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.7.2 Without prejudice to the generality of Clause 2.8.1, the ROAD AND BUILDING DEPARTMENT reserves the right to reject any Proposal if:

- (a) At any time, a material misrepresentation is made or discovered, or
- (b) The Applicant does not provide, within the time specified by the ROAD AND BUILDING DEPARTMENT, the supplemental information sought by the ROAD AND BUILDING DEPARTMENT for evaluation of the Proposal.

M is representation/ improper response by the Applicant may lead to the disqualification of the Applicant. If the Bidder is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest-ranking Bidder gets disqualified / rejected, then the Authority reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

# DOCUMENTS

## 2.8 Contents of the RFP

2.8.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.11:

### Request for Proposal

- 1 Introduction
- 2 Instructions to Applicants
- 3 Criteria for Evaluation
- 4 Fraud and corrupt practices
- 5 Pre-Proposal Conference
- 6 Miscellaneous

#### **Schedules**

- 1 **Terms of Reference**
- 2 **Form of Agreement**

Annex-1: Terms of Reference

Annex-2: Deployment of Personnel

Annex-3: Estimate of Personnel Costs

Annex-4: Approved Sub-Consultant(s)

Annex-5: Cost of Services

Annex-6 : Payment Schedule

Annex-7: In demand frictionation against issues per training to labour issues

## 3 Guidance Note on Conflict of Interest

#### *Appendices*

### Appendix-I: Technical Proposal

Form 1: Letter of Proposal

Form 2: Particulars of the Applicant

Form 3: Statement of Legal Capacity

Form 4: Power of Attorney

Form 5: Financial Capacity of Applicant Form

6: Particulars of Key Personnel

Form 7: Proposed Methodology and Work Plan

Form 8: Abstract of Eligible Assignments of Applicant Form

9: Experience of Key Personnel

Form 10: Eligible Assignments of Applicant

Form 11: CV of Key Personnel

Form 12: Deployment of Personnel

Form 13: Survey and Field Investigations

Form 14: Proposal for Sub-Consultant(s)

## Appendix–II: Financial Proposal

Form 1: Covering Letter

Form 2: Financial Proposal

Form 3: Estimate of Personnel Costs

## 2.9 Technical Proposal

- 2.9.1 Applicants shall upload the technical proposal in the formats at Appendix-I (the “Technical Proposal”).
- 2.9.2 While uploading the Technical Proposal, the Applicant shall, in particular, ensure that:
- (a) The receipt towards Tender document cost & Earnest Money Deposit submitted online is provided;
  - (b) All forms are submitted in the prescribed format and signed by the authorised signatories;
  - (c) Power of Attorney, if applicable, is executed as per Applicable Laws;
  - (d) CVs of all Professional Personnel have been included;
  - (e) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.2.2(D) of the RFP;
  - (f) No alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
  - (g) The CVs have been recently signed and dated in blue ink by the respective Personnel and countersigned by the Applicant. Photocopy or unsigned/counter signed CVs shall be rejected;



- (h) The CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
- (i) Professional Personnel proposed have good working knowledge of Gujarati/Marathi/ English language;
- (j) Key Personnel would be available for the entire period indicated in the TOR in the project area;
- (k) No Key Personnel should have attained the age of 70(seventy) years at the time of submitting the proposal; and
- (l) the proposal is responsive in terms of Clause 2.21.3.

2.9.3 Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.

2.9.4 If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be de barred for any future assignment of the ROAD AND BUILDING DEPARTMENT for a period of 5(five) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.

2.9.5 The Technical Proposal shall not include any financial information relating to the Financial Proposal.

2.9.6 The proposed team shall be composed of experts and specialists (the “Professional Personnel”) in their respective areas of expertise and managerial/support staff (the “Support Personnel”) such that the Consultant should be able to complete the Consultancy work within the specified time schedule. The Key Personnel specified in Clause 2.1.4 shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy work. The CV of each such Professional Personnel, if any, should also be submitted in the format given at Form-12 of Appendix-I.

2.9.7 An Applicant may, if it considers necessary, propose suitable Sub-Consultants in specific areas of expertise. Credentials of such firms should be submitted in Form-15 of Appendix-I. A Sub-Consultant, however, shall not be a substitute for any Key Personnel.

2.9.8 The ROAD AND BUILDING DEPARTMENT reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the ROAD AND BUILDING DEPARTMENT to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the ROAD AND BUILDING DEPARTMENT there under.

2.9.9 In case it is found during the evaluation or at any time before of resigning of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified for the with if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the ROAD AND BUILDING DEPARTMENT without the ROAD AND BUILDING DEPARTMENT being liable in any manner whatsoever to the Applicant or Consultant, as the case may be.

In such an event, the ROAD AND BUILDING DEPARTMENT shall forfeit and appropriate the Earnest Money Deposit as mutually agreed pre-estimated compensation and damages payable to the ROAD AND BUILDING DEPARTMENT for, inter alia, time, cost and effort of the ROAD AND BUILDING DEPARTMENT, without prejudice to any other right or remedy that may be available to the ROAD AND BUILDING DEPARTMENT.

## 2.10 Financial Proposal

2.10.1 Applicants shall submit the financial proposal in the formats at Appendix-II (the "Financial Proposal") clearly indicating the total cost of the Consultancy (Form-2 of Appendix-II) in both figures and words, in Indian Rupees, and signed by the Applicant's Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

2.10.2 While submitting the Financial Proposal, the Applicant shall ensure the following:

(i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc), accommodation, air fare, equipment, printing of documents, surveys, geo-technical investigations and machinery required to carry out the work, the cost towards printing, hardware, stationery and all other expenses incidental to carry out the assignment. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

(ii) The Financial Proposal shall take in to account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs (except Service tax. Service tax will be paid as per prevailing rates. ) shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.

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

## 2.11 Submission of Proposal

- 2.11.1 The Applicants shall submit the Proposal as per e-tender guideline along with one hard bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialled by the Authorized Representative of the Applicant as per the terms of the RFP. In case the proposal is submitted on the document down loaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the ROAD AND BUILDING DEPARTMENT and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the ROAD AND BUILDING DEPARTMENT, the latter shall prevail. Consultant shall follow the instructions on the portal for submission of e-tender.
- 2.11.2 The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the Authorized Representative of the Applicant. All pages of the Technical Proposal and Financial Proposal must be numbered and initialled by the person or persons signing the Proposal.
- 2.11.3 The completed Proposal must be uploaded on or before the specified time on Proposal Due Date. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.
- 2.11.4 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained.
- 2.11.5 The Bidders are advised to adhere to the time table strictly as this ambitious and mammoth project needs to be completed at the earliest and availability of the land is the top priority for carrying out the activities.
- 2.11.6 The Proposal or its modifications must be uploaded on the portal no later than the deadline indicated in the **RFP**, or any extension to this deadline. The electronic system will not accept any Proposal or its modification for uploading after the deadline.
- 2.11.7 The rates quoted shall be firm throughout the period of performance of the assignment up to and including acceptance of the Detailed Project Report by the ROAD AND BUILDING DEPARTMENT and discharge of all obligations of the Consultant under the Agreement.
- 2.11.8 The Consultant shall submit a digitally signed, encrypted and complete Proposal comprising the documents and forms in accordance with tender document

(Documents Comprising Proposal). The submission need to be done electronically through the website and in accordance with the procedures specified in the RFP as specified in Guidelines to Vendors on the operations of Electronic Tender Management System of Government of Gujarat on [https:// tender.nprocure.com](https://tender.nprocure.com).

2.11.9 An authorized representative of the Consultant shall digitally sign the submission letters in the required format for both the Technical Proposal and, the Financial Proposal. The authorization shall be in the form of a written power of attorney scanned and uploaded together with the Technical Proposal.

2.11.10 In the case of a Joint Venture, submission letters shall be signed by all members so as to be legally binding on all members or by an authorized representative who has a written power of attorney signed by each member's authorized representative. The submission letters and the power of attorney shall then be scanned and uploaded together with the Technical Proposal.

2.11.11 Consultants should be aware that the electronic procurements system does not allow for any interlineations, erasures, or overwriting. Any modifications or revisions to the Proposal shall be done in accordance with Clause 2.11.

2.11.12 Once the Proposal is uploaded on the portal, the system will generate a unique identification number with the stamped submission time. The unique identification number with the time stamp represents an acknowledgement of the Proposal submission. Any other system's functionality requirements are specified in the RFP.

2.11.13 The Client's evaluation committee shall conduct the opening of the Technical Proposals online immediately after the Proposals' submission deadline and following the procedure described in the RFP. The folder with the Financial Proposal shall remain unopened, encrypted and shall be securely stored on the portal.

2.11.14 Tender shall be submitted online on the e-tendering portal in 'three electronic envelopes system' within prescribed schedule.

**2.16.15.1 e-Envelope A**

Consultant shall upload scanned copies of the following:

- a) Copy of receipt towards document cost and Earnest Money Deposit submitted online.

**2.16.15.2 e-Envelope B (Technical bid)**

Consultant shall upload scanned copies of the following:

- a) Certificate of registration, if any.
- b) Up-to-date and valid Income Tax Clearance Certificate for last three financial years i.e. from 2023-24 to 2025-26 duly signed from its Statutory Auditors
- c) Details of works of similar type and magnitude carried out by the Consultant during last ten financial years. The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating the fee received in respect of each of the Eligible Assignments specified in the Proposal.
- d) Approach, Methodology and Work Plan

- e) Details of works in hand
- f) CVs of Key personnel with the Consultant as specified in the RFP
- g) Memorandum of Association form for consortium (in case of JV)
- h) The digitally signed copy of Tender document in token of the acceptance of all terms and conditions

#### 2.16.15.3 **e-Envelope C(Financial bid)**

Consultant shall quote his offer at the prescribed space in e-Envelope C. All the activities under the contract are required to be carried out for a particular package. The bidder can quote for one or more packages.

#### 2.16.15.4 Procedure for Tender opening

The Technical and Financial proposals shall be opened online. At the opening of the Technical Proposals the following shall be read out and recorded online simultaneously: (i) the name of the Consultant; in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modificationstotheProposalsubmittedpriortoproposalsubmissiondeadline; and (iv) any other information deemed appropriate or as indicated in the RFP.

Contents of e-Envelope A will be scrutinized and only those Consultants who have fulfilled the requirements shall be eligible for opening of e-Envelope B. Similarly, contents of e-Envelope B will be scrutinized and only those Consultants who have fulfilled the requirements shall be eligible for opening of e-Envelope C.

Consultant may remain present in the office of the tender opening authority at the time of opening of technical & financial bids. The results of the bids of all bidders shall be available on the e-Tendering portal immediately after completion of the opening process.

### D. EVALUATION PROCESS

#### 2.12 Evaluation of Proposals

2.12.1 The ROAD AND BUILDING DEPARTMENT shall open the Proposals on the date as mentioned in para 1.8 of RFP, or as specially specified at the place specified in Clause 1.11.1 and in the presence of the Applicants who choose to attend.

2.12.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.19 shall not be opened.

2.12.3 Prior to evaluation of Proposals, the ROAD AND BUILDING DEPARTMENT will determine whether each Proposal is responsive to the requirements of the RFP. The ROAD AND BUILDING DEPARTMENT may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:

- (a) The Technical Proposal is received in the form specified at Appendix-I;
- (b) It is received by the Proposal Due Date including any extension there of pursuant to Clause 2.17;

- (c) It is accompanied by the Earnest Money Deposit as specified in Clause 2.20.1.
- (d) It is signed, sealed, bound to get her in hard cover and marked as stipulated in Clauses 2.13 and 2.16;
- (e) It is accompanied by the Power of Attorney as specified in Clause 2.2.4;
- (f) It contains all the information (complete in all respects) as requested in the RFP;
- (g) It does not contain any condition or qualification; and
- (h) It is not non-responsive in terms hereof.

2.12.4 The ROAD AND BUILDING DEPARTMENT reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the ROAD AND BUILDING DEPARTMENT in respect of such Proposals.

2.12.5 The ROAD AND BUILDING DEPARTMENT shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP.

2.12.6 After the technical valuation, the ROAD AND BUILDING DEPARTMENT shall prepare a list of pre-qualified and short-listed applicants in terms of Clause 3.2 for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified and short-listed Applicants along with their Technical Score will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The ROAD AND BUILDING DEPARTMENT will not entertain any query or clarification from Applicant fail to qualified any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4.

2.12.7 Applicants are advised that Selection shall be entirely at the discretion of the ROAD AND BUILDING DEPARTMENT. Applicants shall be deemed to have understood and agreed that the ROAD AND BUILDING DEPARTMENT shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

2.12.8 Any information contained in the Proposal shall not in any way be construed as binding on the ROAD AND BUILDING DEPARTMENT, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded in the contract.

## 2.13 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially

concerned with the process or is not a retained professional adviser advising the ROAD AND BUILDING DEPARTMENT in relation to matters arising out of, or concerning the Selection Process. The ROAD AND BUILDING DEPARTMENT shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The ROAD AND BUILDING DEPARTMENT may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the ROAD AND BUILDING DEPARTMENT or as may be required by law or in connection with any legal process.

## 2.14 Clarifications

- 2.14.1 To facilitate evaluation of Proposals, the ROAD AND BUILDING DEPARTMENT may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the ROAD AND BUILDING DEPARTMENT for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.14.2 If an Applicant does not provide clarifications sought under Clause 2.23.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the ROAD AND BUILDING DEPARTMENT may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the ROAD AND BUILDING DEPARTMENT.

## E. APPOINTMENT OF CONSULTANT

### 2.15 Negotiations

- 2.15.1 The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. A Key Personnel who did not score 70% marks as required under Clause 3.1.2 shall be replaced by the Applicant with a better candidate to the satisfaction of the ROAD AND BUILDING DEPARTMENT. In case the Selected Applicant fails to re confirm its commitment, the ROAD AND BUILDING DEPARTMENT reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.
- 2.15.2 The ROAD AND BUILDING DEPARTMENT will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the ROAD AND BUILDING DEPARTMENT.
- 2.15.3 The ROAD AND BUILDING DEPARTMENT will examine the credentials of all Sub-Consultants proposed for this Consultancy and those not found suitable shall be

replaced by the Applicant to the satisfaction of the ROAD AND BUILDING DEPARTMENT. However, the experience of sub Consultant shall not be considered for evaluating the proposal.

## 2.16 Substitution of Key Personnel

2.16.1 The ROAD AND BUILDING DEPARTMENT will not normally consider any request of the Selected Applicant for substitution of Key Personnel as the ranking of the Applicant is based on the evaluation of Key Personnel and any change there in may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the ROAD AND BUILDING DEPARTMENT.

2.16.2 The ROAD AND BUILDING DEPARTMENT expect shall the Key Personnel to be available during implementation of the Agreement. The ROAD AND BUILDING DEPARTMENT will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the ROAD AND BUILDING DEPARTMENT. As a condition to such substitution, a sum equal to 20% (twenty percent) of there remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant. In the case of a second substitution hereunder, such deduction shall be 50% (fifty per cent) of the remuneration specified for the original Key Personnel. Any further substitution may lead to disqualification of the Applicant or termination of the Agreement.

2.16.3 Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement.

## 2.17 Indemnity

The Consultant shall indemnify the ROAD AND BUILDING DEPARTMENT for the losses /claims, if any that may arise during the course of activities under the contract.

## 2.18 Award of Consultancy

After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the ROAD AND BUILDING DEPARTMENT to the Selected Applicant and the Selected Applicant shall, within 3 (Three) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the ROAD AND BUILDING DEPARTMENT may, unless it consents to extension of time for submission thereof, the Earnest Money Deposit of such Applicant shall be forfeited as mutually agreed genuine pre-estimated loss and damage suffered by the ROAD AND BUILDING DEPARTMENT on account of failure of the Selected Applicant to acknowledge the LOA, and the next highest ranking Applicant may be considered.



## CRITERIA FOR EVALUATION

### 3.1 Evaluation of Technical Proposals

- a) In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. Only those Applicants whose Technical Proposals score 70 marks or more out of 100 shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score ( $S_T$ ).
- b) Each Key Personnel must score a minimum of 70% marks except as provided here in. A Proposal shall be rejected if the Team Leaders score less than 70% marks or any two of the remaining Key Personnel score less than 70% marks. In case the Selected Applicant has one Key Personnel, other than the Team Leader, who scores less than 70% marks, he would have to be replaced during negotiations, with a better candidate who, in the opinion of the ROAD AND BUILDING DEPARTMENT, would score 70% or above.
- c) The scoring criteria to be used for evaluation shall be as follows.

Item Code	Parameter	Maximum Marks	Criteria for Marking
1.	Firms Relevant Experience in last 20 years Background and average annual turnover from consultancy assignment	10	
	(i) No. of Years in land / Revenue Consultancy Business	4	≥7 Years -2 Mark ≥10 Years – 3 Marks ≥15 Years – 4 Marks
	(ii) Average Turnover in INR in Last 3 Years	6	≥ INR 1.00 Crore – 4 Marks ≥ INR 1.25 Crore – 5 Marks ≥ INR 1.50 Crore – 6 Marks
2.	Experience of the Firm in carrying out similar assignment	30	
	(iii) Providing land acquisition services for 150 km length for National Highway / Railway Project/ State Highway or minimum 2000 Ha. area for any other Highway Infrastructure project of the Government / Semi-government Organizations in Gujarat state		≥ 150.00. Km / 2,000 Ha. – 10 Mark ≥200.00. Km / 2,500 Ha. – 15 Mark ≥250.00. Km / 3,000 Ha. – 20 Mark

Item Code	Parameter	Maximum Marks	Criteria for Marking		
	(i) Experience of Carrying out City Survey for corporations/local bodies under the supervision of state Land Records Department and its subsequent confirmation by Land Records/ City Survey Department Or Similar Competent Authority including carrying out survey of land parcels / land sub divisions and its confirmation by Dy. S.L.R./ S.L.R. office or similar competent Authority.		≥ 2 Assignments – 06 Mark ≥ 3 Assignments – 08 Mark ≥ 4 Assignments – 10 Mark		
3.	<b>Proposed Methodology and Work Plan</b>	<b>15</b>			
	i) Approach Methodology ii) Team Composition iii) Work Plan iv) Understanding of revenue records system in project area		5 Marks 4 Marks 3 Marks 3 Marks		
4.	<b>Survey Equipment, Software</b>	<b>20</b>			
	Availability of Design software such as Auto CIVIL 3D or Bentley Suit	10	Owned -10 Marks Out Sourced -7 Mark		
	Availability of minimum 4 Nos. of Dual frequency GNSS receivers & 20 Nos. ETS	10	Owned -10 Marks Out Sourced -7 Mark		
5.	<b>Relevant Experience of the Key Personnel</b>	<b>25</b>	20% Educational Qualification	40% Comparative size and quality of eligible Assignments	40% other similar work in Land Acquisition for Mega Projects
	<b>Team Leader</b>	<b>5</b>	1.0	2.0	2.0
	<b>Senior Revenue Expert</b>	<b>4</b>	0.8	1.6	1.6
	<b>Cadastral Survey Expert</b>	<b>3</b>	0.6	1.2	1.2

Item Code	Parameter	Maximum Marks	Criteria for Marking		
	GIS Expert	3	0.6	1.2	1.2
	Survey Engineer	2	0.4	0.8	0.8
	Social Expert	2	0.4	0.8	0.8
	Quantity Surveyor	2	0.4	0.8	0.8
	CAD Engineer	2	0.4	0.8	0.8
	Valuation Expert.	2	0.4	0.8	0.8

#### d) Eligible Assignments

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, consultancy assignments in respect of “i) Providing land acquisition services for minimum 150 km. length in single work order for National Highway / Railway projects or minimum 2,000 Ha. in single work order for any Highway Infrastructure project of Government/ Semi-Government Organizations in the Maharashtra state” shall be deemed as eligible assignments (the “Eligible Assignments”):

### 3.2 Short-listing of Applicants

Of the Applicants ranked as aforesaid, not more than five shall be pre-qualified and short-listed for financial evaluation in the second stage. However, if the number of such pre-qualified Applicants is less than two, the ROAD AND BUILDING DEPARTMENT may, in its sole discretion, pre-qualify the Applicant(s) whose technical score is less than 70 points even if such Applicant(s) does not qualify in terms of Clause 3.1.2; provided that in such an event, the total number of pre-qualified and short-listed Applicants shall not exceed two.

### 3.3 Evaluation of Financial Proposal

- 3.3.1 In the second stage, the financial evaluation will be carried out as per this Clause 3.3. Each Financial Proposal will be assigned a financial score (SF).
- 3.3.2 For financial evaluation, the total cost indicated in the Financial Proposal, will be considered.
- 3.3.3 The ROAD AND BUILDING DEPARTMENT 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 fulfil its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

$$SF=100 \times FM / F \text{ (F= amount of Financial Proposal)}$$

### 3.4 Combined and final evaluation

- 3.4.1 Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = ST \times Tw + SF \times Fw$$

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

- 3.4.2 The Selected Applicant shall be the first ranked Applicant (having the highest combined score). The second ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant with draws, or fails to comply with the requirements specified in Clauses 2.24, 2.28 and 2.29, as the case maybe.

- 3.4.3 **ROAD AND BUILDING DEPARTMENT reserves the right to distribute /farm out/divide the work as per the exigencies of work.**

- 3.5 The agency shall be selected for one or more packages depending up on the capabilities.

### 3.1 TIME SCHEDULE

The total duration for providing assistance in Land Pooling Scheme/Land Acquisition proceedings and other related activities for **Bypass of Bhuj City Connecting Bhuj Nakhtrana, Bhuj Mandvi, Bhuj Mundra and Bhuj Bhachau Road Tentative Chainage 0/000 to 21/000 Ta. Bhuj Dist. Kutch** shall be 10 months. The Consultant shall keep its Key Personnel deployed at regional/ head office through out the assignment.

- 4.1.1 The total cost of Consultancy shall be firm and valid. The entire assignment is to be completed in 10 (Ten) months from the date of work order. However, the intermediate deliverables have to be strictly followed as per sub activities as mentioned in table below.

Sr. NO	Description of Deliverables.	No of Copies	Completion / Submission time.
1.	<p><b>Submission of Inception Report</b></p> <p>Submission of Inception Report and preparation and submission to Concern Revenue Department/DILR/ Revenue Authority</p> <p>Scrutinises of Maps and Compare of survey and Submission of Proposal of 10-A to Concern Revenue office and upload on P.M. Gatisakti portal.</p>	3	30 Days.
2.	<p><b>A. Assistance up to Joint Measurement Survey</b></p> <ul style="list-style-type: none"> <li>• Providing ETS machine, vehicle, labour, stationary</li> <li>• Tree numbering and valuation as per category i.e. Agriculture/Forest</li> <li>• Structure Valuation</li> <li>• Video Shooting during valuation of trees/structure/attachments</li> <li>• Collection of record from respective Revenue/Survey office from District/Tahsil/Villages.</li> <li>• Preparation of Joint Measurement Sheets &amp; Area statement and get it signed by Dy.SLR</li> </ul> <p><b>Declaration of 10A</b></p> <p><b>Declaration of 11 and conducting JMS as per land plan with submission to DILR and getting signed by DILR on JMS Sheet, Pera 104, Hissa form No. 4</b></p>	5	at the end of 135 days

3.	<p><b>B. Assistance in Land Pooling Scheme method under Highway Act/Land acquisition under LARR (shall be the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013) act</b></p> <ul style="list-style-type: none"> <li>• Provide Manpower at ROAD AND BUILDING DEPARTMENT regional offices for monitoring CA office staff , preparation of statutory notices/ forms</li> <li>• Provide manpower at ROAD AND BUILDING DEPARTMENT HQ to monitor progress through regional offices.</li> <li>• Demarcation of plots to be given to land owner on site and prepare possession receipt.</li> </ul>	3	at the end of 145 days
4.	<p><b>C. Updation and maintenance of Web Based LIS application</b></p> <ul style="list-style-type: none"> <li>• Updation of Database of entire Land Pooling Scheme/ land acquisition process and Monitoring real time activity</li> <li>• Preparation of different reports / notices / notifications as required by different authority</li> <li>• Updation of Dashboard and uploading on ROAD AND BUILDING DEPARTMENT web site designated by ROAD AND BUILDING DEPARTMENT.</li> <li>• Approval and Declaration of Sec- 19</li> <li>• Approval and Declaration of Sec- 21</li> <li>• Approval and Declaration of Sec- 23 (Final Award)</li> <li>• Mutant in Grant Record in Section of Road and building Department / R&amp;B Note in 7/12.</li> </ul>	5	at the end of 240 days
5	<p><b>D. Updation of revenue records by effecting mutation entries in the name of ROAD AND BUILDING DEPARTMENT</b></p> <p>Aggregation of Awarded Records and final work Report Submission with Final KJP</p>	5	at the end of 300 days

**APPENDIX-I**  
(See Clause 2.1.3)

## TECHNICAL PROPOSAL

Form-1

### Letter of Proposal

(On Applicant's letter head)

(Date and

Reference)

To  
Executive Engineer,  
Bhuj (R&B) Division,  
Bhuj

Sub: Request for Proposal (RFP) for selection of the Consultant for providing assistance in Land Pooling Scheme / Land Acquisition proceedings and related activities for Engagement of consultant for all Land Acquisition Activities for Proposal under **Bypass of Bhuj City Connecting Bhuj Nakhtrana, Bhuj Mandvi, Bhuj Mundra and Bhuj Bhachau Road Tentative Chainage 0/000 to 21/000 Ta. Bhuj Dist. Kutch**

Dear Sir,

1. With reference to your RFP Document **No.1/2016, dated 01/10/2016**, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for Appointment of Consultancy Firm on Quality cum Cost Based Selection (QCBS) through open Bidding for selection of the Consultant for providing assistance in the Land Pooling Scheme/ Land Acquisition proceedings and related activities. The proposal is unconditional and submitted for the Package .....
2. All information provided in the Proposal and in the Appendices is 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 Project.
4. I/We shall make available to the ROAD AND BUILDING DEPARTMENT any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the ROAD AND BUILDING DEPARTMENT to reject our application without assigning any reason or other wise and here by waive our right to challenge the same on any account whatsoever.

6. I/We declare that:
- (a) I/We have examined and have no reservations to the RFP Documents, including any corrigendum / Addendum issued by the ROAD AND BUILDING DEPARTMENT;
  - (b) I/We do not have any conflict of interest in accordance with Clause 2.3 of 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 Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered in to with the ROAD AND BUILDING DEPARTMENT or any other public sec to renter prise or any government,  
Central or State; and
  - (d) I/We here by certify that we have taken steps to ensure that in conformity with the provisions of Section 4 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.
7. 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, with out in curing any liability to the Applicants in accordance with Clause 2.8 of the RFP document.
8. I/We declare that we/any member of the consortium, are/ is not a Member of a/any other Consortium applying for Selection as a Consultant.
9. I/We certify that in regard to matter so their 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 or despised by a regulatory authority which would cast a double to our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
10. 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.
11. 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.
12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or so ever otherwise arising to challenge or question any decision taken by the



ROAD AND BUILDING DEPARTMENT [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.

13. **The Earnest Money Deposit of Rs. 1,15,000 (One Lakh Fifteen thousand only) in the form of online payment, in accordance with the RFP document.**
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 in Form-4.
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 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 ROAD AND BUILDING DEPARTMENT 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 and Financial Proposal is being submitted through e- tendering. This Technical Proposal read with the Financial Proposal and all other bid documents shall constitute the Application which shall be binding on us.
20. 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.

Date:

Place:

Yours faithfully,

(Signature, name and designation of the authorized signatory) (Name  
and seal of the Applicant/ Lead Member)

APPENDIX-I

Form-2

## Particulars of the Applicant

1.1	Title of Consultancy:
1.2	<p>Title of Project:</p> <p>Request for Proposal (RFP) for selection of the Consultant for providing assistance in Land Pooling Scheme / Land Acquisition proceedings and related activities Engagement of consultant for all land Acquisition Activities for Development of <b>Bypass of Bhuj City Connecting Bhuj Nakhrana, Bhuj Mandvi, Bhuj Mundra and Bhuj Bhachau Road Tentative Chainage 0/000 to 21/000 Ta. Bhuj Dist. Kutch</b></p> <p>State whether applying as Sole Firm or Lead Member of a consortium:</p>
1.3	<p>State the following:</p> <p>Name of Company or Firm:</p> <p>Legal status (e.g. incorporated private company, unincorporated business, partnership etc.):</p> <p>Country of incorporation:</p> <p>Registered address:</p> <p>Year of Incorporation:</p> <p>Year of commencement of business:</p> <p>Principal place of business:</p>
1.4	<p>Brief description of the Company including details of its mainlines of business</p> <p>Name, designation, address and phone numbers of authorised signatory of the Applicant:</p>
1.5	<p>If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firms:</p> <ol style="list-style-type: none"> <li>1) Name of Firm:</li> <li>2) Legal Status and details of incorporation</li> <li>3) Registered address and principal place of business.</li> </ol>

1.6	<p>For the Applicant, (in case of a consortium, for each Member), state the following information:</p> <p>(i) In case of consortiums, whether MoU in between the consortium partners executed?</p> <p style="text-align: right;">Yes/No</p> <p>(ii) Has the Applicant or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last five years?</p> <p style="text-align: right;">Yes/No</p> <p>(iii) Has the Applicant/ Member ever failed to complete any work awarded to it by any public authority/ entity in last five years?</p> <p style="text-align: right;">Yes/No</p> <p>(iv) Has the Applicant or any of the Members, in case of a consortium, suffered bankruptcy/insolvency in the last five years?</p> <p style="text-align: right;">Yes/No</p> <p>Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy Assignment.</p>
1.7	<p>Does the Applicant's firm/ company (or any member of the consortium) combine functions as a consultant or adviser along with the function as a contractor and/or a manufacturer?</p> <p>Yes/No</p> <p>If yes, does the Applicant (and a not her Member of the Applicant's consortium) agree to limit the Applicant's role only to that of a consultant /adviser to the ROAD AND BUILDING DEPARTMENT and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity?</p> <p>Yes/No</p>
1.8	<p>Does the Applicant in tend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services?</p> <p style="text-align: right;">Yes/No</p> <p>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?</p> <p style="text-align: right;">Yes/No</p>

	<p>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 ROAD AND BUILDING DEPARTMENT only?</p> <p style="text-align: right;">Yes/No</p> <p style="text-align: center;">(Signature, name and designation of the authorized signatory)</p> <p style="text-align: center;">For and on behalf of.....__</p>
--	--

APPENDIX-I

Form-3

## Statement of Legal Capacity

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

Ref. Date:

To,  
Executive Engineer,  
Bhuj (R&B) Division,  
Bhuj

**Sub:** Request for Proposal (RFP) for selection of the Consultant for providing assistance in Land Pooling Scheme/ Land Acquisition proceedings and related activities for Engagement of consultant for all land Acquisition Activities for **Bypass of Bhuj City Connecting Bhuj Nakhtrana, Bhuj Mandvi, Bhuj Mundra and Bhuj Bhachau Road Tentative Chainage 0/000 to 21/000 Ta. Bhuj Dist. Kutch**

Dear Sir,

I/We hereby confirm that we, the Applicant (along with other members in case of consortium, constitution of which has been described in the Proposal\*), satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that..... (insert Applicant's name) will act as the Lead Member of our consortium.

I/We have agreed that..... (insert individual's name) will act as our Authorized Representative/ will act as the Authorized Representative of the consortium on our behalf and has been duly authorized to submit our 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.....

*\*Please strike out whichever is not applicable*

APPENDIX-I

Form-4

## Power of Attorney

Know all men by these presents, we, ..... (name of Firm and address of the registered office) do here by constitute, nominate, appoint and authorize

Mr/ Ms.....son/ daughter /wife and presently residing at.....,who is presently employed with us and holding the position of..... as our true and lawful attorney (hereinafter referred to as the “**Authorised Representative**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Request for Proposal(RFP) for Engagement of consultant for all Land Acquisition Activities for Development of **Bypass of Bhuj City Connecting Bhuj Nakhtrana, Bhuj Mandvi, Bhuj Mundra and Bhuj Bhachau Road Tentative Chainage 0/000 to 21/000 Ta. Bhuj Dist. Kutch**, (the “**Authority**”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre- Proposal Conference and other conferences and providing information/ responses to the ROAD AND BUILDING DEPARTMENT, representing us in all matters before the ROAD AND BUILDING DEPARTMENT, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the ROAD AND BUILDING DEPARTMENT in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the ROAD AND BUILDING DEPARTMENT.

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

IN WITNESS WHEREOF WE, ..... THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS.....DAY OF....., 20.....

For.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarized

Accepted

.....

(Signature, name, designation and address of the Attorney)

*Notes:*

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 300 (three hundred) and duly notarised by a notary public.

Wherever required, the Applicant should submit for verification the extract of the charter documents and other document such as are solution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power here under on behalf of the Applicant.

APPENDIX-I

Form-5

## Financial Capacity of the Applicant

(Refer Clause 2.2.2(C))

	Financial Year	Annual Turnover (INR)
1.		
2.		
3.		

### Certificate from the Statutory Auditor<sup>\$</sup>

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

Name of the audit firm:

(Signature, name and designation of the authorized signatory)

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

### Note:

Please do not attach any printed Annual Financial Statement.



## APPENDIX-I

Form-6

## Particulars of Key Personnel

[illegible]

#Refer Form 9 of Appendix I Experience of Key Personnel

APPENDIX-I

Form-7

## Proposed Methodology and Work Plan

The proposed methodology and work plan shall be described as follows:

1. Understanding of TOR (not more than two pages)

The Applicant shall clearly state its understanding of the TOR and also highlight its important aspects. The Applicant may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.

2. Methodology and Work Plan(not more than three pages)

The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Applicant will submit a brief write up on its proposed team and organization of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. In case the Applicant is a consortium, it should specify how the expertise of each firm is proposed to be utilized for this assignment. The Applicant should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.

**Note :** Marks will be deducted for writing lengthy and out of context responses.

APPENDIX-I

Form-8

## Experience of Applicant

(Refer Clause 3.1)

S.No.	Name of Project	Name of Client	Estimated capital cost of Project (in Rs)	Payment professional fees received by the Applicant (in Rs)
(1)	(2)	(3)	(4)	(5)

# The Applicant should provide details of only those projects that have been undertaken by it under its own name (Name as submitted in the Bid Document) and same shall be supported by certificate issued by competent authority.

\* The names and chronology of Eligible Projects included here should conform to the project- wise details submitted in Form-10 of Appendix-I.

### Certificate from the Statutory Auditor<sup>§</sup>

This is to certify that the information contained in Column 5 above is correct as per the accounts of the Applicant and/ or the clients.

Name of the audit firm:

Seal of the audit firm Date:

(Signature, name and designation of the authorised signatory)

<sup>§</sup>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.

## APPENDIX-I

Form-9**Experience of Key Personnel@**

(Refer Clause 3.1) Name of Key Personnel:

Designation:

S. No.	Name of Project	Name of Client	Estimated capital cost of Project (in Rs)	Name of firm for which the Key Personnel worked	Designation of the Key Personnel on the assignment	Date of completion of the assignment	Mondays spend
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

@Use separate Form for each Key Personnel.

\*The names and chronology of projects include adhere should conform to the project-wise details submitted in Form-8 of Appendix-I.

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

APPENDIX-I  
Form-10

## Eligible Assignments of Applicant

(Refer Clause 3.1.4)

Name of Applicant:	
Name of the Project:	
Area in Ha or other particulars	
Description of services performed by the Applicant firm:	
Name of client and Address:	
Indicate whether public or private entity) Name, telephone no. and fax no. of client's representative:	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of Project (in Rs.):	
Payment received by the Applicant (in Rs. ):	
Start date and finish date of the services (month/ year):	
Brief description of the Project:	

### Notes:

1. Use separate sheet for each Eligible Project.
2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.

APPENDIX-I

Form-11

## Curriculum Vitae (CV) of Key Personnel

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record:  
(Starting with present position, list in reverse or dear every employment held.)
7. List of projects on which the Personnel has worked

Name of project

Description of responsibilities

8. Details of the current assignment and the time duration for which services are required for the current assignment.

Certification:

- 1 I am will in to work on the Project and I will be available for entire duration of the Project assignment as required.
- 2 I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience.

*(Signature and name of the Key Personnel)*

Place.....

(Signature and name of the authorised signatory of the Applicant)

### Notes:

1. Use separate form for each Key Personnel
2. The names and chronology of assignments included here should conform to the project- wise details submitted in Form-8 of Appendix-I.
3. Each page of the CV shall be signed in ink and dated by both the Personnel concerned and by the Authorised Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.

## APPENDIX-I

Form-12

## Deployment of Personnel

[illegible]

Form-13

[illegible]



APPENDIX-I

Form-14

Proposal for Sub-Consultant(s)

1. Details of the Firm				
Firm's Name, Address and Telephone				
Name and Telephone No. of the Contact Person				
Fields of Expertise				
Name of client and Address:				
2. Services that are proposed to be subcontracted:				
3. Person who will lead the Sub- Consultant Name:				
Designation:				
Name of Work	Name, address and telephone no. of Client	Total Value of Services Performed	Duration of Services	Date of Completion of Services
1.				
2.				

(Signature and name of the authorized signatory)

Note:

1. The Proposal for Sub-Consultant(s) shall be accompanied by the details specified in Forms 12 and 13 of Appendix –I.
2. Use separate form for each Sub-Consultant

## FINANCIAL PROPOSAL

Form-1

### Covering Letter

(On Applicant's letter head)

(Date and

Reference)

To,  
Executive Engineer  
Bhuj (R&B) Division  
Bhuj

Subject: Request for Proposal For Engagement of Consultant for all Land

Acquisition Activities **Bypass of Bhuj City Connecting Bhuj  
Nakhtrana, Bhuj Mandvi, Bhuj Mundra and Bhuj Bhachau Road Tentative  
Chainage 0/000 to 21/000 Ta. Bhuj Dist. Kutch**

Dear Sir,

I/We, \_\_\_\_\_ (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm as Consultant for above. I / We wish to participate in the selection process of appointment of the Consultant for Package ..... and shall abide by the all terms and conditions stipulated.

I/We agree that this offer shall remain valid for a period of 90 (ninety) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

Note: The Financial Proposal is to be submitted strictly as performs given in the RFP.

APPENDIX-II  
(See Clause 2.1.3)

Form-2

**Financial Proposal**

Item No.	Tentative Qty.	Unit	Description	Quoted Amount Per Hectares. (in words)	Total (Amount in Rs)
1	2	3	4	5	6=2*5
1	45.00	Hectares	Engagement of Consultant for all Land Acquisition Activities for <b>Bypass of Bhuj City Connecting Bhuj Nakhtrana, Bhuj Mandvi, Bhuj Mundra and Bhuj Bhachau Road Tentative Chainage 0/000 to 21/000 Ta. Bhuj Dist. Kutch</b>		

**Note:**

1. The financial evaluation shall be based on the above Financial Proposal. Per Hectare amount offered for consultancy services for the proceedings under the contract shall be considered for evaluation of financial bid for above work.
2. No escalation on any account will be payable on the above amounts.
3. Work should be carried out as per scope of work mentioned in tender.
4. Price bid shall include remuneration & pre-diem of key personals as well as supporting staff.
5. Price bid shall include expenses for accommodation for offices / staff etc.
6. Price bid shall include transportation cost to perform the service as per TOR.
7. Price bid shall include all taxes (Except GST) / service charges etc. as per Govt. rules applicable from time to time. GST shall be paid separately as per prevailing norms.
8. Price bid shall include overhead / out of pocket expenses.
9. Price bid shall include the cost of tools & equipment required to perform the services as per TOR.
- ~~10. Request to include break-up of man-month remuneration, office and transportation in the financial bid which may be applicable if project is extended beyond 12 months, 5% escalation up to 18 months. Post 18 months, these services shall be rendered as per requirement of actual man-power on man-month basis. The consultant shall furnish man-month rate in the appendix attached with the addendum. The consultant shall quote man-month rate applicable from 18 months onwards. No Escalation shall be paid for the services availed on man-month basis.~~

Date:

Place:

(Signature, name and designation of the authorized signatory)

## SCOPE OF WORK

1. Review of alignment plans/drawings and DPRs of the project
2. Assessment of existing and additional Right of way requirement as per proposed 60.0 mtr. Right of Way.
3. Identification of Survey/Block/City survey/FP numbers etc.
4. Co-ordinate collection of all relevant land revenue records from the local land revenue administration office
5. Procure or create digitized, geo referenced cadastral/land revenue maps for the purpose of land acquisition activities. Where state governments or local agencies have already digitized cadastral maps, the consultant shall arrange to procure such maps. The digitized map should exactly match the original map so that the dimensions and area of plots can be extracted from the map itself.
6. Preparation of Land acquisition plan. Identify and list all land parcels that need to be acquired as part of project road.
7. Identify and avoid (to the extent feasible) all such structures (religious structures, public utilities cremation grounds, private structures) in the RoW of the road project that could become major hindrances at the time of project execution;
8. Preparation of Social Impact Assessment. (If not exempted)
9. Preparation and submission of Sec-10(a) Proposal and follow up for timely approvals.
10. Providing assistance to concerned district land acquisition department for publication of notification of Sec-10(a) towards various offices Such as Gram panchayat, Taluka Panchayat, Mamlatdar, Prant and Collector offices etc.
11. Providing assistance to concerned district land acquisition department for Sec- 11(1) Proposal and follow up for timely approvals.
12. Providing assistance to concerned district land acquisition department for publication of notification of Sec-11(1) towards various offices Such as Gram panchayat, Taluka Panchayat, Mamlatdar, Prant and Collector offices etc.
13. Leading the Joint measurement survey by involving concerned authorities and farmer's or land/property holders.
14. Providing assistance to prepare (Joint measurement survey) JMS report to concerned district DILR office.
15. Assist in demarcation of the acquired land and installation of the boundary stones/pillars/peg makings along the RoW of the alignment;
16. Prepare a structure valuation report of affected properties.

17. Obtaining approval of structure valuation report from concerned authorities
18. Providing assistance to concerned department for valuation of Social, Horticulture, Forest and Crop etc.
19. Convince an affected PAP's for giving Consent for aforesaid development project by Carry out Periodic Consultations or consent camps and other activities.
20. Preparation of Micro plan and project affected households' data by conduct a Census Survey of all of the affected peoples for R & R compensation
21. Providing assistance to concerned district land acquisition department for Sec-19(1) Proposal and follow up for timely approvals.
22. Providing assistance to concerned district land acquisition department for publication of notification of Sec-19(1) towards various offices Such as Gram panchayat, Taluka Panchayat, Mamlatdar, Prant and Collector offices etc.
23. Providing assistance for preparation and publication of Consent Award Under Sec-23.
24. Providing assistance to concerned district land acquisition department for publication of notification of Consent award under Sec-23 towards various offices Such as Gram panchayat, Taluka Panchayat, Mamlatdar, Prant and Collector offices etc.
25. Providing assistance for preparation and publication Regular Award Under Sec-23(a).
26. Providing assistance to concerned district land acquisition department for publication of notification of Consent award under Sec-23 towards various offices Such as Gram panchayat, Taluka Panchayat, Mamlatdar, Prant and Collector offices etc.
27. Monitoring and execution of timely completion of the Land acquisition processes and disbursement of land compensation and monetary part of Resettlement and rehabilitation assistance.
28. Providing assistance to prepare Final KJP (Kami Jasti Patrak) to concerned district DILR office and make it reflective in land record from concerned Mamlatdar offices.
29. Demolition of affected structures for clear the required Right of Way.
30. Obtaining Tree cutting permissions from concerned authorities.
31. Providing Tree cutting service of all kind for clear the required Right of Way.
32. Prepare and inventory of all the utilities (electrical/water supply lines/gas pipelines etc.– both linear and cross overs);
33. Handing over the encumbrance free ROW

## **Principle Legal Frameworks**

- Right to Fair Compensation and Transparency in Land Acquisition and Resettlement and Rehabilitation Act, 2013 (RFCT-LARR Act, 2013)
- The Right to Fair Compensation and Transparency in Land Acquisition and Resettlement and Rehabilitation (Gujarat Amendment) Act, 2016
- PESA Act (if required for Scheduled/tribal areas)

## **Deliverables:**

### **I. Land Acquisition Report**

1. Consultant shall submit a detailed land acquisition plan that provides details on kilometre-wise land acquisition requirements, all required details and draft notifications made.
2. The Land acquisition plan and report shall be prepared and submitted for each section (package).
3. The Land Acquisition Plan shall be prepared after digitization of cadastral/land revenue maps as per clause of this TOR.
  - a. Land parcels identification should be verified by superimposing the proposed road corridor RoW on the geo-located cadastral map to ensure all affected land parcels have been accounted for and land area to be acquired is accurately determined
4. The land acquisition plan shall present details concerning the land area to be acquired in conjunction with the strip plan:
  - a. Kilometre-wise existing and proposed RoW on either side of the proposed centreline
  - b. Detail schedules of additional land to be acquired, land ownership and other required details as per revenue records
  - c. Details of properties, such as buildings and structures falling within the right-of-way
  - d. Costs of acquisition as per revenue authorities and also based on realistic market derived rates
  - e. Detail schedules for acquisition of additional land and additional properties in consultation with the revenue authorities;
5. The estimated cost of land acquisition shall invariably be worked out realistically for whole road so as enable taking a conscious decision regarding the feasibility of acquiring the land or exploring of other alternatives (such as following alternative alignments, etc.).
6. The land acquisition report should be prepared in consultation with affected persons, non-governmental organisations and concerned government agencies and should cover land acquisition and resettlement plan and estimated costs of resettlement and rehabilitation of affected persons.

**List of area where scope of this tender is to be implemented**

<b>Sr. No.</b>	<b>District</b>	<b>Taluka</b>	<b>Village</b>	<b>Chainage</b>		<b>Tentative Length (Km)</b>
				<b>Start</b>	<b>End</b>	
1	Kutch	Bhuj	Bhujodi, Madhapar, Bhuj City, Sukhpar, and Mirzapar	0/000	21/000	21.00

## **SPECIAL CONDITIONS /SPECIFICATIONS OF CONTRACT**

1. The special conditions and the work schedule shall cover the works to be executed under this contract in addition to and/or in part suspension of the General Conditions of Contract and Standard specifications and laid in the RFCTLAAR Act, 2013.
2. The Bidder/Bidders shall quote his/their rates on %age above or below provided schedule of rates for all the items shown in the attached schedule.
3. It shall not be obligatory on the said authority to accept the lowest tender and no tender/Bidders shall demand any explanation for cause of rejection of his/their tender.
4. The tender shall keep the offer open for a period of 21 days from the date of opening of the tenders within which period being extended, further if required by mutual agreement from time to time. Any contravention of this condition will make the tender liable for forfeit of his Earnest Money Deposit in the Performances of the foregoing stipulation.
5. Tenders not accompanied with proper Earnest Money Deposit in the recognize manner will be summarily rejected.
6. The ROAD AND BUILDING DEPARTMENT Administration reserves the right to accept the tender in whole or part or may reject the same.
7. The Bidder is requested to sign all the pages of the tender documents.
8. Any special condition stated by the Bidder(s) in covering letter submitted along with the tender shall be deemed as part of contract to such extent only as have explicitly been accepted by the ROAD AND BUILDING DEPARTMENT.
9. That the tender whether the sole proprietor or a limited company/individual partner/partners should submit, along with the tender, the power of attorney duly stamped and authority by not public or by Magistrate in favour of specific person/persons whether he/they be partner/partners of the firm or another person's.
10. In case where the power of attorney/partnership deed has not been executed in English, the true and authenticated copies of the translation of the same by advocate authorized translators of courts and licensed petition writers should be supplied by the Consultant (s) while tendering for the work.
11. ERRORS, OMISSION AND DISCREPANCIES: -The tender shall not take advantage of any misinterpretation of the condition due to typing or any other error and if any doubt shall bring it



to the Engineer without delay in case of any contradiction, only the printed rules and books should be followed and no claim for the misinterpretation shall be entertained.

12. TAXES AND ROYALTIES: - All rates quoted in the tender shall be deemed to be inclusive of all taxes, royalties payable by the Consultant (s) to the Government or the public body or local authority and no additional amount will be paid or claim entertained on this account by the XYZ. However, GST shall be exclusive of rates quoted and hence shall be paid extra at the prevailing rates.
13. Deviation/special Condition quoted by the Bidders.
  - i) "Bidders should submit their offer strictly in accordance with the terms and conditions of the tender document. Bidder should not quote any deviation from the tender document and should not quote any conditions.
  - ii) Conditional offers / offers with deviations, without shall be considered as "incomplete" and shall be summarily rejected."

**Note: Consultant with “a Particular Team” may submit proposals for more than one package. However, a consultant is not allowed to bid for a package with more than Two team. For the sake of clarity, it is mentioned that one consultant cannot submit two proposals/ bids for the same package. A consultant can be awarded only upto 2 packages. A Consultant with “a Particular Team” may submit only one LA Proposal and “for any number of packages applied for by them. However, the packages for which a consultant with “a Particular Team” applies should be clearly mentioned.**

Executive Engineer  
Bhuj (R&B) Division,  
Bhuj

Signature of Bidder Date:-

### **Care in Submission of Tenders:**

- I. Bidders will examine the various provision of the Central Goods and Services Tax Act, 2017(CGST)/integrated Goods and Services Tax Act, 2017(IGST)/Union Territory Goods and Services Tax Act, 2017(UTGST)/respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/Stage Govt, and as amended from time to time and applicable taxes before bidding. Bidders will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
- II. The successful Bidder who is liable to be registered under CGST/ IGST/ UTGST/ SGST Act shall submit GST IN along with other details required under CGST/ IGST/ UTGST/ SGST Act to ROAD AND BUILDING DEPARTMENT immediately after the award of contract, without which no payment shall be released to the Consultant . The Consultant shall be responsible for deposition of applicable GST to the concerned authority.
- III. In case the successful Bidder is not liable to be registered under CGST/ IGST/ UTGST/ SGST Act, the ROAD AND BUILDING DEPARTMENT shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.

## Technical Bid Formats

### Form-1

#### (Technical bid format)

List of Consultant's personnel available in Organization and intended to deploy for this work (on the Letter head of the Bidder)

Sr. no.	Name of the personal	Education/Qualification	Remarks

It is mandatory to take approval from ROAD AND BUILDING DEPARTMENT before deploying employee for execution of work by submitting their bio data. Engineers, supervisors, safety and quality personals with competency and educational qualification shall be allowed in this project

Signature of the Bidder

## Form-2

### (Technical bid format)

Format for Payment through "NEFT/ RTGS" System  
(on the Letter head of the Bidder)

Sr. No.	Particular	Detail given by consultant
1	Name of the Bidder	
2	Address of the Bidder	
3	Name of the Bank Branch	
4	Address of the Bank	
5	Account Number	
6	MICR Code	
7	IFS Code	
8	Mobile No (for SMS)	
9	E-Mail ID	
10	PAN Number (attach the self-attested copy)	
11	GST Certificate (attach the self-attested copy)	
12	Additional details (if any)	

Note:-

Please attached Xerox copy of 1<sup>st</sup> page of pass book (Containing account number, name of account holder, branch name) and Xerox of one blank cheque (for IFS code) to ensure the prompt payment.

Signature of the Bidder

### **Annexure-1**

Letter of Technical Bid/ Form of Bid  
(on the letter head of the bidder)

Date:

**Name of work:** - Engagement of Consultant for all Land Acquisition Activities for **Bypass of Bhuj City Connecting Bhuj Nakhrana, Bhuj Mandvi, Bhuj Mundra and Bhuj Bhachau Road Tentative Chainage 0/000 to 21/000 Ta. Bhuj Dist. Kutch**

TO,

Executive Engineer  
Bhuj (R&B) Division  
Bhuj

1. I/We have read the various conditions to the Tender attached hereto and hereby agree to abide by the said conditions. I/We offer to do the work for Road and Building Department at the rates quoted in the attached Schedule and hereby bind myself/ourselves to complete the work in all respect within 18 Months from the date of issue of letter of acceptance of the Tender.
2. We are not participating, as a Bidder or as a sub Consultant, in more than one Bid in this bidding process.
3. I/We also hereby agree to abide by the Conditions of Contract and other Tender conditions.
4. Bid must be accompanied by an Earnest Money Deposit of Rs. **1,15,000.0 (Rupees One Lakh Fifteen Thousand Only.)** in the form of Pay Order/ Demand Draft in favour of ROAD AND BUILDING DEPARTMENT payable at Gandhinagar from a scheduled commercial bank. Please note that no interest is payable on the EMD so long retained in ROAD AND BUILDING DEPARTMENT. Bid received without Earnest Money shall be summarily rejected (unless exempted).
5. The full value of the Earnest Money shall stand forfeited without prejudice to any other right or remedies in case my/our tender accepted and if.

**(A)** I/We do not execute the contract documents within Seven days after receipt of notice issued by the ROAD AND BUILDING DEPARTMENT that such documents are ready and

**(B)** I/We do not commence the work within Ten days after receipt of orders to that effect.

6. Until a formal agreement is prepared and executed, acceptance of this Tender shall constitute a binding Contract between us subject to modifications as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.
7. If, I/We do not execute the contract agreement, the ROAD AND BUILDING DEPARTMENT may determine such Tenders has abandoned the contract, and there upon my/our Tender and acceptance thereof shall be treated as cancelled and the ROAD AND BUILDING DEPARTMENT be entitled to forfeit full amount of Earnest Money Deposit and to recover the liquidated damages for such default.

Date: -

Signature of Bidder(s)

Signature of Witness: -

1)

2)

Bidder's Address: -

## **Annexure-2**

### **A PERFORMA OF CONTRACT AGREEMENT**

(On Non-Judicial Stamp Paper of adequate value as per the Jurisdiction)

Contract Agreement No.: Allocation Head:

THIS AGREEMENT made on \_\_\_\_\_ day of \_\_\_\_\_ (Month/year)

Between

ROAD AND BUILDING DEPARTMENT, (hereinafter called "the Employer") of the one part

And

M/s \_\_\_\_\_ (Consultant Name), having office at \_\_\_\_\_ Consultant s' office)  
(hereinafter called "the Consultant " or "the Agency") of the other part.

WHEREAS the Employer has awarded the work of \_\_\_\_\_ (hereinafter called "the Works"), and has accepted offer by the Consultant for the execution and completion of the works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSED as follows:

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. In consideration of the payments to be made by the Employer to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Consultant in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. Contract Price: The Consultant price is Excluding GST. Applicable GST shall be paid extra on actual on submission certified GST invoices.
5. If any dispute arises between the parties with respect to this agreement, any application or suit shall be instituted only in the court with the local limits of whose jurisdiction the ROAD AND BUILDING DEPARTMENT is situated and both the parties shall be bound by this clause.

IN WITNESS whereof the parties hereto have caused this Agreement executed the day and year first before written.

(Name, Designation and address of the  
authorized signatory)

(Name, Designation and address of  
the authorized signatory)

Signed for and on behalf of the  
Agency in the presence of:

Signed for and on behalf of the  
Employer in the presence of:

Witness:

Witness:

1.

1.

2.

2.

Name and address of the witnesses to be indicated



# GENERAL CONDITIONS OF CONTRACT

## 1. GENERAL PROVISIONS:

### 1.1 Definitions

In the contract (term defined as hereunder), the following words and expressions shall have the meanings assigned to the, unless the context requires otherwise. Words indicating persons or parties include corporations and other legal entities except where context requires otherwise.

- a. **“Applicable Law”** means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect thereafter in India, including rules and regulations made therein, as maybe in force and effect during subsistence of this agreement.
- b. **“Contract”** means the Contract Agreement, the Letter of Acceptance, the Letter of Tender, these conditions, the specifications, the drawings, the schedules and further documents (if any) which are listed in the Contract Agreement or in the Letter of Acceptance.
- c. **“Contingencies”** means provisions for items of works which may have been overlooked or which may turn out to be necessary during progress of the services and price contingencies due to increase in international and domestic costs of person-months rates and reimbursable.
- d. **“Client”** means the Roads and Buildings Department
- e. **“Effective Date”** means the date on which this Contract comes into force and effect pursuant
- f. **“Client/Employer’s Representative”** means Executive Engineer, Roads and Buildings Department, Bhuj (R&B) Division, Bhuj
- g. **“Consultant”** means the person or group named in the Contract who has to perform the Services and which expression shall include his/their legal successors and permitted assigns.
- h. **“Consultant ”** means the person who is executing the Project for the Client/Employer and the legal successors in title to such person.
- i. **“Foreign Currency”** means any currency other than the currency of Government of India.

- j. **"GCC"** mean the General Conditions of Contract.
- k. **"Government"** means the Government of India.
- l. **"Letter of Acceptance"** means the formal acceptance letter from the Client/Employer of the Tender.
- m. **"Local currency"** means the currency of Government of India.
- n. **"Party"** means the Client/Employer or the Consultant as the case may be and **"Parties"** means all of these entities.
- o. **"Period of Consultancy Services"** shall mean the time between the Date of Commencement and end of Period of Completion as given in SCC.
- p. **"Personnel"** means the persons hired by the Consultants or by the Sub Consultants as employees and assigned to the performance of the Services or any part thereof; **"Foreign Personnel"** means such personnel who at time of being hired had their domicile outside the Republic of India; **"Local Personnel"** means the personnel who at time of being hired had their domicile of the Republic of India.
- q. **"Project"** means the project named in SCC.
- r. **"SCC"** means the Special Conditions of Contract by which these General Conditions of Contract (GCC) may be amended or supplemented.
- s. **"Services"** means the work to be performed by the Consultants pursuant to this Contract as listed as listed in SOW.
  - **"Day"** means a calendar day.
  - **"Month"** means a calendar month
  - **"Year"** means 365 days
- t. **"Terms and expressions not herein defined"** shall have the meanings assigned to them in the "Indian General Clauses Act, 1897", or the "Indian Contract Act" or the Indian Sale of Goods Act or any other applicable Indian Law, as the case maybe.
- u. **"Third Party"** means any person or entity other than the Government, the Client, The Consultant or Sub-Consultant.

## **1.2 Interpretation**

In the Contract except where the context requires otherwise:

- a. words indicating one gender include all genders,
- b. words indicating the singular also include the plural and words indicating the plural also include the singular, and
- c. "Written" or "in writing" means hand-written, type written, printed or electronically made and resulting in a permanent record.

The marginal words and other headings shall not be taken into consideration in interpretation of these conditions.

## **1.3 Relation between the Parties**

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

## **1.4 Governing Law and Priority of Documents**

### **1.4.1 Law Governing Contract**

This contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

### **1.4.2 Priorities of documents**

The several documents forming the contract are to be taken as mutually explanatory of one another. If any inconsistency or discrepancy is found in the documents, the Client shall issue any necessary clarification or instruction. For the purpose of interpretation, the priority of documents shall be in accordance with the following sequence:

- a) The Contract agreement (if completed)
- b) The Letter of Award
- c) Notice Inviting Tender (NIT)
- d) Instructions to Bidders (ITT)
- e) Scope of Work (SOW)
- f) Special Conditions of Contract (SCC)
- g) General Conditions of Contract (GCC)
- h) And any other document forming part of Contract.
- i) **1.4.3 Joint and Several Liabilities**

If the Consultant is (Under Applicable Law) a Joint Venture, Consortium or other Incorporated Group of two or more Members:

- a. These Members shall be deemed to be jointly and severally liable to the Client for the performance of the Contract.
- b. These Members shall notify the Client of their Lead Member who shall have authority to bind the Consultant and each of these persons; and
- c. The Consultant shall not alter its composition or legal status without the prior written consent of Client.

## **1.5 Communication and Language of Contract**

### **1.5.1 Communication to be in writing**

Communications between Parties will be effective only when in writing. Verbal communication, if any, must be confirmed in writing immediately later on. Any notice, request or consent shall be deemed 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 by registered mail, telex, telegram or facsimile to such Party at the address specified in SCC. Notices shall be deemed to be effective as follows:

- a) In case of personal delivery or registered mail, on delivery
- b) In case of telexes/email, 24 hours following confirmed transmission
- c) In case of telegrams, 24 hours following confirmed transmission, and
- d) In case of facsimiles, 24 hours following confirmed transmission.

### **1.5.2 Language of Contract**

The Contract has been executed in English which shall be controlling language for all matters relating to meaning or interpretation of this Contract.

## **1.6 Location**

The services shall be performed in the state of Gujarat however, if required in other states if desired by the client / Client/Employer.

## **1.7 Authority of Member in Charge (Lead Member)**

In case Consultants consist of a Joint Venture / Consortium of more than one entity, the Members hereby authorize the entity specified in SCC to act on their behalf in exercising all the Consultants rights and obligations towards the Client under this Contract, including without limitation receiving of instructions and payments from the Client/Employer.

## **1.8 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client/Employer or the Consultants may be taken or executed by the officials specified in the SCC.

## **1.9 Commencement, Completion and Modification of Contract**

### **1.9.1 Effectiveness of Contract**

The contract come into force and effect on the date (the “Effective Date”) of the Client Employers notice to the Consultants instructing the Consultants to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

## **2.0 Termination of Contract for Failure to become Effective**

If this Contract has not become effective within such time period after the date of contract signed by the Parties as shall be specified in the SCC, either Party may, by not less than four (4) weeks written notice to the other Party, declare this Contract null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

### **2.1**

#### **a. Commencement of Services**

The Consultants shall begin carrying out the services at the end of such time period after Effective Date as shall be specified in SCC.

#### **b. Completion of Services**

The targeted date of completion and Period of Completion shall be as specified in SCC.

## **2.2 Expiration of Contract**

Unless terminated earlier pursuant to clause GCC 4.0 hereof, this contract shall expire when services have been complete and all payments have been made at the end of such time period after Effective Date as shall be specified in the SCC.

## **2.3 Entire Agreement**

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or liable for, any statement, representation, promise or agreement not set forth herein.

## **2.4 Modifications**

The terms and conditions of this Contract including the Scope of Services can be modified only by written agreement between the Parties.

## **2.5 Liquidated Damages / Penalties for Delays and Deficiencies of Service**

Time is the essence of the Contract. It shall be the bounden duty of the Consultants to strictly adhere to time for performance of various services indicated in the Contract. Delays and

deficiencies on part of consultants shall attract penal provisions. In case of delays without valid reason, the Consultants shall be liable to pay liquidated damages at one-half of one percent (0.5%) per week of the Contract price subject to a maximum of ten percent (10%) of Contract price. For deficiencies in Service a fine up to a total of five (5%) of Contract value may be imposed. Besides the penalties, the Consultants may face termination of Contract and/or debarment for any future contracts.

## **2.6 Force Majeure**

### **2.6.1 Definitions**

- a.** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a party’s performance of its obligations hereunder impossible or so impracticable as reasonably to be considered impossible in the circumstances and includes war, riots, civil disorder, earthquakes, fire, explosions, storm, floods, revolution, large scale epidemics,/ nuclear accidents, other unforeseeable circumstances, strikes, lockouts (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent) , orders of requisitions issued by Government department (herein referred to as “event”).
- b.** Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such party’s Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of conclusion of this Contract and (B) avoid or overcome in carrying out its obligations hereunder.
- c.** Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### **2.6.2 Non breach of Contract**

Neither party shall by reason of such event be entitled to terminate the Contract or have claim for damages against the other in respect of such non- performance or delay in performance.

### **2.6.3 Measures to be taken**

- a.** A party affected by an event of Force Majeure shall notify the other party of such event as soon as possible and in no case later than twenty- one (21) Days of occurrence thereof.
- b.** The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.
- c.** If the performance in whole or part of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or Ninety days (90) days whichever is more, either party may at its option terminate the Contract.
- d.** In case of doubt or dispute whether a particular occurrence should be considered an “event” as defined under this clause, or for the duration of existence of the “event”, the decision of Client/Employer shall be final and binding.

#### **2.6.4 Extension of time**

Any period which a party shall, pursuant to this Contract, require to complete any action shall be extended for a period equal to the time during which such party was unable to perform such action as a result of Force Majeure.

#### **2.6.5 Payments**

The consultants shall not be entitled to any extra payments towards reimbursements for additional costs incurred by them during the period for purposes of the Services and in reactivating the Services after the end of such period of “event”.

### **3.0 Suspension**

The client may, by written notice of suspension to the Consultants, suspend all or part of services and payments to consultants hereunder if the Consultants fail to perform any of the obligations under the Contract, including carrying out of the Services, provided that such notice of suspension.

### **4.0 Termination**

#### **A. By the Client**

The Client may, by a written notice of termination not less than thirty (30) days to the Consultants after occurrence of any of the following events specified in paragraphs (a) through (f) of this clause GCC 4.0, terminate the Contract.

- a) If the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in Clause GCC 3.0 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as Client may have subsequently approved in writing.
- b) If the Consultants become (or, if Consultants consist of more than one entity, if any of their members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for benefit of debtors or go into liquidation or receivership whether compulsory or voluntary or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction or otherwise is guilty of breach of Agreement;
- c) If the Consultants submit to Client a statement, which has a material effect on the rights, obligations or interests of the Client and which Consultants know to be false;
- d) If as result of force majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- e) If the Consultant, in the judgment of Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- f) If the Client in its sole discretion and for any reason whatsoever decides to terminate the contract.

For the purpose of this clause:

1. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the process or in contract execution.
2. "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non competitive levels and to deprive the Borrower of the benefits of free and open competition.

#### **B. By the Consultant**

The Consultants may, by a not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any event specified in paragraphs (i) to (iv) of this GCC Clause 4.0(B) hereunder, terminate the contract

- I. if Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause GCC 10 hereof within sixty (60) days after receiving written notice from consultants that such a payment is overdue,
- II. if the Client is in material breach of its obligations pursuant to this Contract and not subject to dispute pursuant to Clause GCC 10 hereof and has not remedied the same within sixty (60) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by Client of the Consultants' notice specifying such breach,
- III. if as a result of Force Majeure, the Consultants are unable to perform a material portion of Services for a period not less ninety (90) days;

### **5.0 Obligations of the Consultants**

#### **5.1 General**

##### **5.1.1 Scope of services**

The Consultants shall perform the Services relating to Project. The Scope of the Services are enumerated in the SOW (not limited to it) and milestone for payment are indicated in BOQ.

##### **5.1.2 Standards of Performance**

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency, skill and economy, in accordance with generally accepted professional techniques and practices and shall observe sound management practices, and employ appropriate advances in technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Contract or to



the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultants and Third Parties.

#### **5.1.3 Law Governing Services**

The Consultants 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 Consultants and the Sub-Consultants comply with the Applicable Law and respect local customs.

#### **5.1.4 Co-ordination**

Where the Services include co-ordination between the Consultants and other consultants and Consultants employed on the Project, the Consultants shall provide such co-ordination and shall obtain, co-ordinate and submit to the Client/Employer's representative for his information and approval all details, drawings, quantities, specifications arising from such co-ordination with others. Such coordination will take place throughout the period of the Services.

#### **5.2 Confidentiality**

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

#### **5.3 Documents to be property of Client and Intellectual Property Rights**

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultants and their Sub-Consultants for the Client for performance of the Services under this Contract shall become and remain the property of the Client, with the full copyright vested in the Client and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultants may retain copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

#### **5.4 Liability of Consultants**

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

#### **5.5 Publications**

Any publication of material relating to Services (other than proprietary and confidential information as covered under Clause GCC 5.3 & 5.4 hereof) shall be subject written approval of Client during the term of contract or within two (2) years of expiration or termination of this Contract.

## **5.6 Accounting, Inspecting and Auditing**

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services, and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including such bases as may be specifically referred to in the SCC; (ii) shall permit the Client or its designated representative periodically, and up to two (2) years from the 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 Client; and (iii) shall permit the client to inspect the Consultant's accounts and records relating to the performance of the Consultant and to have them audited by auditors appointed by the client.

## **5.7 Client's equipment and materials**

Equipment and materials made either available to the Consultants by the Client, or purchased by the Consultants with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value. All material and equipment shall be maintained by the consultants with proper care and diligence save normal wear and tear.

## **5.8 Security Deposit**

**5.8.1** The Earnest Money deposited by the Consultant with his tender will be retained by the ROAD AND BUILDING DEPARTMENT as part of security for the due and faithful fulfilment of the contract by the consultant. The balance to make up the security deposit, the rates for which are given below, will be recovered by ten percentage deduction from the Consultant's "on account" bills. Provided also that in case of defaulting Consultant the ROAD AND BUILDING DEPARTMENT may retain any amount due for payment to the Consultant on the pending "on account bills" so that the amounts so retained may not exceed 5% of the total value of the contract.

**5.8.2** The security deposit shall be returned to the consultant without any interest when the consultant ceases to be under any obligations under the contract i.e., after 60 days of the satisfactory completion of the work.

**5.8.3** No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the Consultant under the Contract., but Government Securities deposited will be payable with interest accrued thereon.

## **6.0 Consultant's Personnel and Sub-Consultants**

### **6.1 General**

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

## **6.2 Change of Personnel**

**(a)** Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants (e.g. death, physical disability or other exceptional circumstances), it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.

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

## **7.0 Client's Obligations**

### **7.1 Assistance and Exemptions**

Unless otherwise specified in the SCC, the Client shall use its best efforts to ensure that the Government shall:

**(a)** provide the Consultants, Sub- consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultants, Sub consultants or Personnel to perform the Services;

**(b)** assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in Government's country;

**(c)** Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents;

**(d)** Issue to officials, agents and representatives of the Government all such Instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

**(e)** Assist the Consultants and the Personnel and any Sub-consultants employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish them either individually or as a corporate entity according to the Applicable Law;

**(f)** Provide to the Consultants, Sub-consultants and Personnel any such other assistance as maybe specified in the SCC.

## **7.2 Access to Land**

The Client shall facilitate Consultant's, unimpeded access to all land in the Government's country in respect of which access is bona fide required for the performance of the Services. The Consultant will, however, be responsible for any damage to such land or any property thereon resulting from such access caused by the default or negligence of the Consultants or any Sub-consultant or the Personnel of either of them and shall indemnify the Client against such liabilities.

## **7.3 Changes in the Applicable Law**

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 or reimbursable expenses incurred by the Consultants in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultants 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 GCC.

## **7.4 Payment**

In consideration of Services successfully and satisfactorily performed by the Consultants under this Contract, the Client shall make to the Consultants such payments and in manner as is provided by Clause GCC 8 of this Contract.

## **7.5 Decisions of Client**

On all matters properly referred to it in writing by the Consultant, the Client shall give a decision in writing within a reasonable time.

## **8.0 Payments to the Consultants**

Payment will be made as per the quantities executed and rates (adjusted/normalized) in the BOQ, if any, on monthly basis.

### **8.1 Advance Payments, Mode of Billing and Payment**

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

**(a)** The Client shall cause the payment of the Consultants periodically. 90% of the bill amount will be paid in 14 days of submission of on account bill and remaining amount in 28 days. Only such portion of a monthly 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 Consultants, the Client may add or subtract the difference from any subsequent payments.

**(b)** 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 Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the

Client and the final report and final statement shall be deemed approved by the Client as satisfactory sixty (60) calendar days after receipt of the final report and final statement by the Client unless the Client, within such sixty (60)-day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall there upon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client 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 Consultants to the Client within thirty,(30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.

(c) All payments under this Contract shall be made to the account of the Consultants specified in the SCC.

## **9.0 Fairness and Good Faith**

### **9.1 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.

### **9.2 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 Party 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.

## **10.0 Settlement of Disputes**

The Parties- shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

## ADDITIONAL SPECIAL CONDITIONS OF CONTRACT

GCC Clause No.	AMENDED/SUPPLEMENTED AS
1.5.1	<b>Address:</b> <b>1. For Client:</b> Executive Engineer Bhuj (R&B) Division, Bhuj
2.3 (a)	The time period shall be 07 (Seven) days from the date of Issue of LOA.
2.3 (b)	The Time period shall be 12 months. However, the client reserves the right to extend the contract under same price, terms and conditions.
2.6	The Client may notify the Consultant to alter, amend, omit, add to, or otherwise vary the Services on same rates, terms and conditions and the Consultants shall be bound by such variations.
2.7	Sample deficiencies and delays in Services may include but not limited to: <ol style="list-style-type: none"> <li>1. Not acting impartially or acting in collusion with consultant/Consultant (s) in recommending progress/completion of works.</li> <li>2. Not keeping proper records regarding inspections, and rejection/rectifications of work.</li> <li>3. Failure to give proper and timely advice to Client/Consultant to enable correction during execution.</li> <li>4. Delays in preparation, checking and approval of reports.</li> <li>5. Refusing to give reasons for recommendations when called for by the Client.</li> <li>6. Not exercising required scrutiny.</li> </ol>
5.4	The Consultants shall not use these documents for purposes unrelated to this Contract without prior written approval of the Client.
8.1 (a)	The cost of Services under this Contract shall be paid in Indian Rupees (INR) only.
8.1 (b)	All payments under this Contract shall be made in Indian Rupees (INR) only.
8.4	No interest shall be paid for any difference of payment added in subsequent Payment.

## VOLUME-2

### Letter of Price Bid

Date \_\_\_\_\_

To,

Executive Engineer

Bhuj (R&B) Division

Bhuj

**Subject:** "Engagement of Consultant for all Land Acquisition Activities for **Bypass of Bhuj City Connecting Bhuj Nakhtrana, Bhuj Mandvi, Bhuj Mundra and Bhuj Bhachau Road Tentative Chainage 0/000 to 21/000 Ta. Bhuj Dist. Kutch**

I/We \_\_\_\_\_ (Name of the Bidder) have examined and have no reservations to the Bidding Documents.

1. I/We \_\_\_\_\_ (Name of the Bidder) offer to execute in conformity with the Bidding Documents and Technical Bid the following Works:-

"Engagement of Consultant for all Land Acquisition Activities for **Bypass of Bhuj City Connecting Bhuj Nakhtrana, Bhuj Mandvi, Bhuj Mundra and Bhuj Bhachau Road Tentative Chainage 0/000 to 21/000 Ta. Bhuj Dist. Kutch**

The total price of our Bid is \_\_\_\_\_ (in Figures & Words).

2. I/We \_\_\_\_\_ (Name of the Bidder), have read the various conditions to the Tender attached hereto and hereby agree to abide by the said conditions. I/We offer to do the work for ROAD AND BUILDING DEPARTMENT-, at the rates quoted in the attached Schedule and hereby bind myself/ourselves to complete the work in all respect as per the time lines fixed in the Tender conditions.
3. I/We also hereby agree to abide by the General Conditions of Contract and Tender conditions.
4. We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.
5. The value of the earnest money shall stand forfeited without prejudice to any other rights or remedies if:
  - I/We do not execute the contract documents within Seven days after receipt of notice issued by the ROAD AND BUILDING DEPARTMENT that such documents are ready
  - OR
  - I/We do not commence the work within Ten days after receipt of orders to that effect.

6. Until a formal agreement is prepared and executed, acceptance of this Tender shall constitute a binding Contract between us subject to modifications as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.
7. If, I/We do not execute the contract agreement, the ROAD AND BUILDING DEPARTMENT may determine such Tenders has abandoned the contract, and there upon my/our Tender and acceptance thereof shall be treated as cancelled and the ROAD AND BUILDING DEPARTMENT be entitled to forfeit full amount of Earnest Money Deposit and to recover the liquidated damages for such default.

Signature of Witness: -

1) \_\_\_\_\_

2) -----

Signature of Bidders)

Date-

Bidder's Address: -

\_\_\_\_\_  
\_\_\_\_\_



- **Payment**

Payment shall be made on basis of per Hectare of Work done only. The Payment of work done per one square meter must be paid and adjusted plus (+) or Minus (-) according to final measurement of Approval, award and payments of compensation.

- Payments Mile-Stones
- For LAQ of Projects/Works which covers under “The Right to Fair Compensation and Transparency in Land Acquisition Rehabilitation and Resettlement ACT 2013 “

Sr. No	Stage of Approval	Payments for work done only
1	Preparation and submission of Detailed LAQ Proposal to concern Revenue Departments/DILR/Revenue Authority	10%
2	Scrutinise of Maps and Compare of Survey & Submission of Proposal to LAQ office for Sec-10A	10%
3	Declaration of Sec-10A	10%
4	Declaration of Sec-11 & Conducting JMS as per land plan with submission to DILR and getting signed by DILR on JMS Sheet, Pera 104, Hissa Form No 4	10%
5	Approval & Declaration of Sec-19	10%
6	Approval & Declaration of Sec-21	10%
7	Approval & Declaration of Sec-23(Final Award)	20%
8	Mutant in Grant Record in section of ROAD AND BUILDING DEPARTMENT/R&B's note in 7/12	15%
9	Aggregation of Awarded Records & Final work report Submission with final KJP	5%

- The Payments shall be made as per the approved rates in schedule B against actual Quantity certified by Engineer in Charge
- The Payment shall be Indian Rupees Only
- In the event, if any completed or part or work being postponed cancelled or
- Abandoned the payment for the service rendered shall be paid to the service Provider Based on the actual work done till such event occurs and service Provides has been advised to stop the work for the same.

- e) Necessary TDS and other statutory deduction shall be made at source based on the prevalent rules & regulations and we will provide Service provider with the TDS Certificate.
- f) Above mentioned other conditions of these documents shall apply to perform this activity regarding this item.
- g) In case of part approval, the consultant can demand proportionate payment of that stage if the stage has been reached up to 75% length. For avoidance of doubt, it is clarified that out for example of total 50.00 Hectares if for 25.00 Hectares the Declaration of Section 11 has been published, he will be able to demand 75% payment.

Name of Work :-

Bypass of Bhuj City Connecting Bhuj Nakhtrana, Bhuj Mandvi, Bhuj Mundra and Bhuj Bhachau  
Road Tentative Chainage 0/000 to 21/000 Ta. Bhuj Dist. Kutch

### **Schedule B**

Item No.	Tentative Qty.	Unit	Description	Rate Including GST	Total (Amount in Rs)
1	2	3	4	5	6
1	45.00	Hectares	Engagement of Consultant for all Land Acquisition Activities for Bypass of Bhuj City Connecting Bhuj Nakhtrana, Bhuj Mandvi, Bhuj Mundra and Bhuj Bhachau Road Tentative Chainage 0/000 to 21/000 Ta. Bhuj Dist. Kutch	2,54,748.89	1,14,63,700.05
				Total Rs.	1,14,63,700.05

Dy. Executive Engineer  
R&B Sub Division  
Bhuj

Executive Engineer  
R&B Division  
Bhuj