

NARMADA WATER RESOURCES WATER SUPPLY & KALPASAR DEPARTMENT

TENDER PAPERS FOR

"PROJECT MANAGEMENT CONSULTANCY AGENCIES FOR THE SERVICES OF PROJECT MANAGEMENT, DESIGN REVIEW, CONSTRUCTION SUPERVISION AND INSPECTION FOR ENGINEERING, PROCUREMENT AND CONSTRUCTION (EPC) WORK FOR CONSTRUCTION OF **PURNA TIDAL REGULATOR PROJECT**, BANK PROTECTION ON BOTH SIDE OF RIVER AND ASSOCIATED WORKS ACROSS RIVER PURNA NEAR VILLAGES VIRAVAL- KASBAPAR, TA. & DIST. NAVSARI"

Cost Put to Tender: Rs. 48,48,653.13

NAME OF WORK:"PROJECT MANAGEMENT CONSULTANCY AGENCIES FOR THE SERVICES OF PROJECT MANAGEMENT, DESIGN REVIEW, CONSTRUCTION SUPERVISION AND INSPECTION FOR ENGINEERING, PROCUREMENT AND CONSTRUCTION (EPC) WORK FOR CONSTRUCTION OF **PURNA TIDAL REGULATOR PROJECT**, BANK PROTECTION ON BOTH SIDE OF RIVER AND ASSOCIATED WORKS ACROSS RIVER PURNA NEAR VILLAGES VIRAVAL- KASBAPAR, TA. & DIST. NAVSARI"

Last Date of Uploading the Tender : 13/12/2022 to 27/12/2022 up to 18.00Hrs.

Last Date of downloading & Submitting the tender :27/12/2022 upto 18.00 Hrs.

Date of Pre-Bid Conference : NA

Last Date of submission of PMC (Physical) : 27/12/2022 up to 18.00 Hrs

Date of Opening the PQ-Tender : 28/12/2022 12.00 Hrs.

OFFICE OF THE SUPERINTENDING ENGINEER
SURAT IRRIGATION CIRCLE, NEAR MTB COLLAGE,
ATHWA LINES, SURAT -395001

NARMADA WATER RESOURCES WATER SUPPLY & KALPASAR DEPARTMENT

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"PROJECT MANAGEMENT CONSULTANCY AGENCIES FOR THE SERVICES OF PROJECT MANAGEMENT, DESIGN REVIEW, CONSTRUCTION SUPERVISION AND INSPECTION FOR ENGINEERING, PROCUREMENT AND CONSTRUCTION (EPC) WORK FOR CONSTRUCTION OF **PURNA TIDAL REGULATOR PROJECT**, BANK PROTECTION ON BOTH SIDE OF RIVER AND ASSOCIATED WORKS ACROSS RIVER PURNA NEAR VILLAGES VIRAVAL- KASBAPAR, TA. & DIST. NAVSARI"

Cost Put to Tender: Rs. **48,48,653.13**

TECHNICAL PROPOSAL (Pre-Qualification Bid)

NAME OF WORK: "PROJECT MANAGEMENT CONSULTANCY AGENCIES FOR THE SERVICES OF PROJECT MANAGEMENT, DESIGN REVIEW, CONSTRUCTION SUPERVISION AND INSPECTION FOR ENGINEERING, PROCUREMENT AND CONSTRUCTION (EPC) WORK FOR CONSTRUCTION OF **PURNA TIDAL REGULATOR PROJECT**, BANK PROTECTION ON BOTH SIDE OF RIVER AND ASSOCIATED WORKS ACROSS RIVER PURNA NEAR VILLAGES VIRAVAL- KASBAPAR, TA. & DIST. NAVSARI"

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OFFICE OF THE SUPERINTENDING ENGINEER
SURAT IRRIGATION CIRCLE, NEAR MTB COLLAGE,
ATHWA LINES, SURAT – 395001

Section 1: Tender Notice and Request for Proposal Letter / Letter of Invitation(LOI)

**Narmada Water Resources Water Supply & Kalpasar Department,
GANDHINAGAR**

Tender Notice

Online tenders (**e-Tendering system**) in THREE bids system from experienced and resourceful agencies for "PROJECT MANAGEMENT CONSULTANCY AGENCIES FOR THE SERVICES OF PROJECT MANAGEMENT, DESIGN REVIEW, CONSTRUCTION SUPERVISION AND INSPECTION FOR ENGINEERING, PROCUREMENT AND CONSTRUCTION (EPC) WORK FOR CONSTRUCTION OF **PURNA TIDAL REGULATOR PROJECT**, BANK PROTECTION ON BOTH SIDE OF RIVER AND ASSOCIATED WORKS ACROSS RIVER PURNA NEAR VILLAGES VIRAVAL- KASBAPAR, TA. & DIST. NAVSARI"

A	Details of Tender				
Sr. No.	Name of Work	Estimated Tender Value (in Rs.)	E.M.D. (in Rs)	Tender Fee (in Rs)	Period of completion of work
1	2	3	4	5	6
1	"PROJECT MANAGEMENT CONSULTANCY AGENCIES FOR THE SERVICES OF PROJECT MANAGEMENT, DESIGN REVIEW, CONSTRUCTION SUPERVISION AND INSPECTION FOR ENGINEERING, PROCUREMENT AND CONSTRUCTION (EPC) WORK FOR CONSTRUCTION OF PURNA TIDAL REGULATOR PROJECT , BANK PROTECTION ON BOTH SIDE OF RIVER AND ASSOCIATED WORKS ACROSS RIVER PURNA NEAR VILLAGES VIRAVAL- KASBAPAR, TA. & DIST. NAVSARI"	48,48,653.13	48,490.00	1500	As per Original Works
B	Schedule of e-tendering is fixed as under				
i	Last Date of Downloading of Tender PMC	From Dtd. 13/12/2022 to 27/12/2022 upto 18:00 Hours			
ii	Last Date of Online submission of Pre-Qualification Bid / Technical Bid, Price Bid /	Upto dtd. 27/12/2022 upto 18:00 Hours			

iii	Last Date of Physical Submission of EMD Tender fee & other PMC	Dt. 28/12/2022 to 02/01/2023 upto 18:00 hrs
iv	Pre-Bid Conference	-NA- Venue: Superintending Engineer, Surat Irrigation Circle, Near Mtb Collage, Athwa Lines, Surat – 395001 (Phone: 0261-2668760)
v	Site Visit (If Any)	Executive Engineer, Drainage Division, Navsari
vii	Submission of E.M.D., Tender Fee and other PMC	FDR / BG / D.D. for E.M.D & D. D. for Tender fee shall be submitted in electronic format through online (by scanning) while uploading the bid. Offer of those shall be opened whose E.M.D & tender fee received Electronically and physically. For the purpose of realization of Demand Draft, bidder shall send the D. D. in original through R.P.A.D/speed Post/courier so as to reach to Executive Engineer, Drainage Division, Navsari up to 18.00 hours on or before dt. 02/01/2022. Penaltative action for not submitting D.D. in original to E.E by bidder shall be initiated. However Exemption Certificate shall have to be submitted electronically through online. Any PMC in supporting of bid shall be submitted in electronic format only through online (by scanning etc) & hard copy will not accepted separately. Only scanned copy duly notarized of turnover certificate, Experience Certificate of Client (Form-1 / Form-G/Format issued by client showing all details), CA Certificate and PMC as per tender requirements shall also be submitted electronically along with other PMC.
viii	Online opening of Pre-Qualification Bid	On date: 28/12/2022 12.00 hours In the office of the Superintending Engineer, Surat Irrigation Circle, Near Mtb Collage, Athwa Lines, Surat – 395001 (Phone: 0261-2668760)
ix	Online opening of Price Bid	Price Bid opening schedule will be intimated to qualified bidders after approval of Pre-Qualification Bid / Technical Bid.

2.0 Downloading Tender Document:

- 2.1 Bid PMC will be available on web site up to Date shown above.
- 2.2 Bidders wishes to participate in this tender will have to register on web site <https://nwr.nprocure.com>

3.0 Digital Certificate:

- 3.1 Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate (Class III) as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying authority of India or can contact (n) code solutions – a division of GNFC Ltd,

who are licensed Certifying Authority by Govt. of India.

- 3.2 All bids should be digitally signed, for details regarding digital signature certificate and related training involved the below mentioned address should be contacted:

(n) Code solutions

A division of GNFC

301, GNFC Info tower, Bodakdev,

Ahmedabad – 380 054 (India) Tel: +91 26857816/17/18

Fax: +91 79 26857321 E-mail: nprocure@anvfo.net

Mobile: 93270 84190, 98985 89652

- 3.3 Bidders who already have a valid Digital certificate need not procure a new Digital certificate.

4.0 Pre-Bid Conference:

- 4.1 Pre-Bid conference for this tender shall be conducted on date shown above at office of the Superintending Engineer, Surat Irrigation Circle, Near Mtb Collage, Athwa Lines, Surat – 395001 (Phone: 0261-2668760)

- 4.2 The bidder shall obtain the clarifications raised in form of Minutes of Meeting which will be uploaded by NWRWS on website. This minute shall be a part of Tender Document.

5.0 Online Submission of Tender

- 5.1 Bidders can prepared and edit their offers number of times before tender submission date and time. After tender submission date and time, bidder cannot edit their submitted offer in any case. No written or on line request in this regard shall be granted.
- 5.2 Tenderers shall submit their offer i.e. Pre-Qualification Bid / Technical Bid, Price bid in electronic format on above mentioned web site and date shown above after Digitally Signing the same.
- 5.3 Offers submitted without digitally signature will not be accepted.
- 5.4 Offers in physical form will not be accepted in any case.

6.0 Submission of Tender Fees, Bid Security and other PMC:

Submission of EMD, Tender fee and other PMC Shall be Submitted in electronic format through online (By Scanning) After Uploading the bid, bidder shall send D.D./FDR in Original & other PMC in physical form through RPAD / speed post/ Courier Within 5 days from the last date of online submission to the office of the **Executive Engineer, Drainage Division, Navsari** during Office hours.

- 6.1 Tender Fee: Rs. 1500.00 (Rupees One thousand Five hundred only) by Demand Draft in favour of “**Executive Engineer, Drainage Division, Navsari**” payable at **Navsari** from any Nationalized / Scheduled Bank except Co-operative Bank. Demand Draft issued after the last date of submission of Bids will not be considered or accepted.
- 6.2 Bid Security i.e. EMD Rs. **48,490-** (Rs. Forty Eight Thousand Four hundred Ninty Only) in the form of DD in favour of “**Executive Engineer, Drainage Division, Navsari**” from any Nationalized / Scheduled Bank except Co-operative Bank. BG shall be valid up to 180 Days. DD issued after the last date of submission of tender will not be considered as valid or accepted in any case.
- 6.3 Other Mandatory PMC required to be submitted through on line in electronic format

through scanning.

- A. Experience as PMC and design scrutiny consultant of** successfully and satisfactorily completed /substantially completed minimum one work of the similar nature of work (construction of dam, hydropower project, weir, barrage and aqueduct across the river) having minimum updated amount **not less than Rs. 46.00 Crores** cost of PMC Work in single project during last Seven years.
- B. Tender Fee in form of D.D.**
- C. Current Registration Certificate as a firm / consultant.**
- D. EMD in Form of FDR& BG** (Rs. 48,490.00 (Rs. 48490/- in form of DD /FDR / Exemption certificate or in form of Bank Guarantee from Nationalized Bank/ Scheduled Bank.)
- E. A Valid Bank Solvency Certificate (20% Value of Estimated Cost Put to Tender). Period of validity from date of issue of certificate shall be clearly mentioned.(Notarized)**
- F. Partnership deed.**
- G. Valid power of attorney.**
- H. Latest Income Tax Return Certificate, PAN and Income Tax ward where assessed.**
- I. Client Certificates and other bid forms.**
- J. Only scanned copy duly notarized of turnover certificate, Experience Certificate of Client (Form-1/ Form-G/Format issued by client showing all details), CA Certificate and PMC as per tender requirements shall also be submitted electronically along with other PMC.**
- K. The minimum turnover for consultancy work shall be Rs. 65.00 Lacs, in any one year of last Seven financial years. (i.e. 2015-16 to 2021-22) C.A. Certificate to be submitted online.**

6.4 FDR / BG / D.D. for E.M.D / Tender fee shall be submitted in electronic format through online (by scanning) while uploading the bid. Offer of those shall be opened whose E.M.D & tender fee received electronically and physically. For the purpose of realization of Demand Draft bidder shall send the D.D. in original through R.P.A.D or speed Post/ Courier as to reach to **“Executive Engineer, Drainage Division ,Navsari”** within 5(Five) Days from the last date of online submission of tender during Office hours.

Penalitive action for not submitting D.D. in original to E.E by bidder shall be initiated. Any PMC in supporting of bid shall be submitted in electronic format only though online (by scanning etc) & hard copy will not accepted separately.

6.5 Bidder has to submit the PMC as said in 6.3 and 6.4 above and no other condition in any form shall be considered at all, at the time of evaluation of the tender i.e. the bidder shall have to submit unconditional offer without differing from any of the tender condition.

7.0 Opening of Tender:

7.1 Opening of Technical bid / Pre-Qualification Bid PMC will be held on Date & time shown in the office of Superintending Engineer, Suart Irrigation Circle ,Surat.

7.2 Intending bidders or their representative who wish to remain present at the time of tender opening can do so.

7.3 The on line tenders received on or before last date of submission would be open and results will be displayed on web site.

7.4 After successful completion of Technical Evaluation, price bid of only those bidders would be opened online who are found to be substantially responsive.

8.0 Contacting Officer:

8.1 Further details / clarification of any required will be available from **Executive Engineer's office, Drainage Division, Navsari Ph. No. 02634-259143**

8.2 In case bidder needs any clarification / assistance or if training required for participating in online tender, they can contact at following office.

(n) Codesolutions

A division of GNFC

301, GNFC Infotower, Bodakdev,

Ahmedabad – 380 054 (India) Tel: +91 26857816/17/18

Fax: +91 79 26857321

E-mail: nprocure@anvfo.net, nprocure@gnvfc.net

Mobile: 93270 84190, 98985 89652

Web Site: www.nprocure.com

9.0 SPECIFIC INSTRUCTION TO APPLICANTS:

9.1 The principal items covered in the contract are PROJECT MANAGEMENT CONSULTANCY AGENCIES FOR THE SERVICES OF PROJECT MANAGEMENT, DESIGN REVIEW, CONSTRUCTION SUPERVISION AND INSPECTION OF MATERIALS,

9.2 A contractor may be pre-qualified for project contract up to a limit of his pre- qualified capacity.

9.3 The Contract will be Lump Sum contract for the Tender for the work of **"PROJECT MANAGEMENT CONSULTANCY AGENCIES FOR THE SERVICES OF PROJECT MANAGEMENT, DESIGN REVIEW, CONSTRUCTION SUPERVISION AND INSPECTION FOR ENGINEERING, PROCUREMENT AND CONSTRUCTION (EPC) WORK FOR CONSTRUCTION OF PURNA TIDAL REGULATOR PROJECT, BANK PROTECTION ON BOTH SIDE OF RIVER AND ASSOCIATED WORKS ACROSS RIVER PURNA NEAR VILLAGES VIRAVAL- KASBAPAR, TA. & DIST. NAVSARI"**

9.4 The contractors who are qualified for this work are permitted to tender, not more than one tender shall be submitted by a consultant or by a firm of consultants. No two or more concern in which an individual is interested as a proprietor and / or a partner shall tender for the execution of the same works, if they do so, all such tenders shall be liable to be rejected.

9.5 The completed Eligibility PMC along with tender PMC completed in all respect should be submitted on above mentioned web site on or before date. 00/00/2022 as Per NOTICE INVITING ON-LINE TENDER of section-I of Volume-IA. There should be two separate bid offer for Eligibility and Financial bid (Proposal) super scribing on each as :

- (1) Eligibility for the work of **"PROJECT MANAGEMENT CONSULTANCY AGENCIES FOR THE SERVICES OF PROJECT MANAGEMENT, DESIGN REVIEW, CONSTRUCTION SUPERVISION AND INSPECTION FOR ENGINEERING, PROCUREMENT AND CONSTRUCTION (EPC) WORK FOR CONSTRUCTION OF PURNA TIDAL REGULATOR PROJECT, BANK PROTECTION ON BOTH SIDE OF RIVER AND ASSOCIATED WORKS ACROSS RIVER PURNA NEAR VILLAGES VIRAVAL- KASBAPAR, TA. & DIST. NAVSARI"**

- (2) “Price Bid (Financial Proposal)” for the work of **“PROJECT MANAGEMENT CONSULTANCY AGENCIES FOR THE SERVICES OF PROJECT MANAGEMENT, DESIGN REVIEW, CONSTRUCTION SUPERVISION AND INSPECTION FOR ENGINEERING, PROCUREMENT AND CONSTRUCTION (EPC) WORK FOR CONSTRUCTION OF PURNA TIDAL REGULATOR PROJECT, BANK PROTECTION ON BOTH SIDE OF RIVER AND ASSOCIATED WORKS ACROSS RIVER PURNA NEAR VILLAGES VIRAVAL- KASBAPAR, TA. & DIST. NAVSARI”**

These two bids should be separate bid offer super subscribing as PMC for the above work. The name & mailing address of the applicants shall be clearly marked on the bid.

- 9.6 The language for submission of tender PMC shall be ENGLISH. If information is provided in another language, it shall be accompanied by a translation of its pertinent parts into ENGLISH. This translation will govern and be used for interpreting the information.
- 9.7 The cost incurred by the contractor for this offer for clarification or attending discussion, conferences or site visits will not be reimbursed by the Employer or Engineer-in-Charge.
- 9.8 Applications for prequalification shall be submitted in prescribed format in Electronic format by scanning through on line only.
- 9.9 The blank tender form could be down loaded free of cost by the interested bidder, however the following PMC duly certified along with application E.M.D & tender fee shall have to furnish in physical to The Executive Engineer, **Drainage division, Navsariduring** scheduled date and time fixed for the purpose.
- (a) Current Registration Certificate in License of Consultancy Services or any Proof of Consultancy Services.
 - (b) Valid Solvency Certificate from a Nationalized Bank/ Schedule Bank issued only as per above Para 6.3 (d)
 - (c) Partnership deed.
 - (d) Valid power of attorney.
 - (e) Copy of PAN Card
- 9.10 The enclosed schedules should be filled in completely and, if any particular quarry is not relevant, it should be stated as ‘Not applicable’ financial data, project cost value of works etc. should be given in equivalent Indian Rupees only. Failure to provide information which is essential to evaluate the Applicant’s qualifications or to provide timely clarification or supplementation of the information supplied may result in disqualification of Applicant.

The applicant shall meet the following minimum Eligibility requirement:-

The bidder shall fulfill the all the requirements, as narrated in below mentioned documentation submission, else the offer shall be considered non responsive:

- A. The intending agency shall have a minimum experience as **PMC and design scrutiny consultant** of successfully and satisfactorily completed /substantially completed minimum one work of the similar nature of work (construction of dam, hydropower project, weir, barrage and aqueduct across the river) having minimum updated amount **not less than Rs. 46.00crore** (Cost of Construction of Project) **in single project during**

last Seven years. (Only Indian experience shall be counted).

- B. The minimum turnover from consultancy work shall be Rs65.00lacs in any one year during last Seven years. (2015-16 to 2021-2022)
- C. Joint venture not allowed.
- D. For evaluation purpose, the minimum experience (point A) and annual turnover (point) shall be escalated as under.

Sr. No.	Financial Year	Annual Turnover in Rs. Lakhs	Multiple Factor	Effective Annual Turnover at 2022-2023 Price Level
1	2	3	4	5
1	2015-16		1.95	
2	2016-17		1.77	
3	2017-18		1.61	
4	2018-19		1.46	
5	2019-20		1.33	
6	2020-21		1.21	
7	2021-22		1.10	
8	2022-23 (Base Year)		1.00	

PMC to be submitted to assess bidder's Eligibility

Description	Physical submission as per the Tender Notice	Online submission on the website
Registration certificate (as per prevailing law)	Self-Attested, Xerox Copy to be submitted	Scanned copy to be uploaded
Tender fee Rs. 1500/- in original as mention in tender.	To be submitted in Original	Scanned copy to be uploaded
EMD in form of Fixed Deposit Receipts (FDR)/DD amounting to Rs. 48,490.00 in favor of Executive Engineer, Drainage Division, Navsari. The FDR/ DD shall be issued from Nationalized/Scheduled Banks only.	To be submitted in Original	Scanned copy to be uploaded

	Description	Physical submission as per the Tender Notice	Online submission on the website
	Bank solvency certificate (Minimum Rs. Lakh) shall be issued from Nationalized/Scheduled Banks only. (Current Calendar Year 2022)	Self-Attested, Xerox Copy to be submitted	Scanned copy to be uploaded
	Memorandum of Association (If Pvt/Public Limited Company) or Partnership deed in the case of Partnership firm along with Power of Attorney - as applicable	Self-Attested, Xerox Copy to be submitted	Scanned copy to be uploaded
	Latest Income tax return certificate	Self-Attested, Xerox Copy to be submitted	Scanned copy to be uploaded
	Chartered Accountant's certified Annual Turnovers of last Ten years.	Self-Attested, Xerox Copy to be submitted	Scanned copy to be uploaded
	Pan card	Self-Attested, Xerox Copy to be submitted	Scanned copy to be uploaded
	GST Registration Number	Self-Attested, Xerox Copy to be submitted	Scanned copy to be uploaded
	Notarized copy of Power of attorney, if applicable	Notarized Xerox Copy to be submitted	Scanned copy to be uploaded
	Copy of Provident Fund Registration- Code no.	Self-Attested, Xerox Copy to be submitted	Scanned copy to be uploaded
	ELIGIBILITY PROPOSAL SUBMISSION FORM (As per Form-1)	To be submitted in Original	Scanned copy to be uploaded
	Notarized copy of Experience certificate issued by Government Organization/Semi-Government Organization/Public Sector Enterprise	Notarized Xerox Copy to be submitted	Scanned copy to be uploaded
14	Annexure 1 to 5	Self-Attested, Xerox Copy to be submitted	Scanned copy to be uploaded
	INFORMATION ON BLACKLISTING (As per Form)	To be submitted in Original	Scanned copy to be uploaded
16	Notarized Affidavit (As per Annexure 8)	Notarized Xerox Copy to be submitted	Scanned copy to be uploaded

The physical submission will be made at the office of Executive Engineer, Drainage Division,

NavsariDist. Navsari - 396445(Gujarat State) by RPAD/Speed post/courier only.

Note: Bid offers of those bidders shall be opened if they meet the above eligibility criteria otherwise it will be considered as non-responsive.

Technical Proposal Preparation and submission

Your proposal shall contain the following as per the format given in this document To be submitted and Scanned copy to be uploaded:

Sr. No.	Description
1	FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM
2	FORM TECH-2: CONSULTANT'S ORGANIZATION AND EXPERIENCE A - CONSULTANT'S ORGANIZATION B- STATEMENT OF LEGAL CAPACITY C- CONSULTANT'S EXPERIENCE IN SIMILAR TPI/PMC ASSIGNMENTS:
3	FORM TECH-3: COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE NWRWS & KDEPARTMENT A - ON THE TERMS OF REFERENCE
4	FORM TECH-4: DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT
5	FORM TECH-5: TEAM COMPOSITION & TASK ASSIGNMENTS
6	FORM TECH-6: CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF
7	FORM TECH-7: STAFFING SCHEDULE TIME SCHEDULE FOR PROFESSIONAL PERSONNEL (to be submitted online and in physical)
8	FORM TECH-8: WORKSCHEDULE ACTIVITY (WORK) SCHEDULE (to be submitted online and in physical)
9	FORM TECH-9: POWER OF ATTORNEY
10	FORM TECH-10- DEFECT CORRECTION PERIOD (to be submitted online and in physical)
11	FORM TECH-11 - Completion and Submission of Reports (to be submitted online and in physical)

The physical submission will be made at the office of Executive Engineer, Drainage Division Dist. Navsari - 396445 (Gujarat State) by RPAD/Speed post/Courier only. Bid offers of those bidders shall be opened if they meet the above eligibility criteria otherwise it will be considered as non-

responsive.

Notes:

1. An authorized signatory from firm must sign each page of proposal. Any proposal containing vague and indefinite expressions will not be considered.
2. The Proposal should be based on the number of professional staff-months and other resources estimated by the firm and minimum required specified in the PROPOSAL.
3. Proposal should be submitted in English.
4. Reports to be issued by the consultant in English. It is desirable that the firm's personnel have a working knowledge of English.
5. Proposal will be rejected if not fulfilling any of the requirements set in this PROPOSAL.
6. Company / consortium member, those were blacklisted / debarred by any Government Department / Government Agency / Authority / Corporation in past, disqualify for this assignment. Proposal of such company / consortium / joint venture will be rejected.
7. Division will not reimburse or bear any expenses related to the site visit for submission of proposal or any expenses related to submission of proposal.
8. **All above PMC shall be packed in Second Cover and is to be named as a “Technical Proposal”**
9. **Both the Covers, Cover One - for Eligibility Requirements and Cover Two - for Technical Proposal shall be packed in another Big Cover (*Having written, proposal for eligibility requirements and technical proposal for the said work and shall be submitted physically at the Office of the Executive Engineer by R.P.A.D. / Speed Post/Courier within stipulated time as prescribed in the Bid PMC.*)**
- 9.11 The work is estimated to cost of Rs. 48.48 Lacs. This estimate however, is given as a rough guide.
- 9.12 The works are required to be completed within **as per the Original works** as per the terms of the contract conditions.
- 9.13. Copies of other drawings and PMC pertaining to tender and signed for the purpose of identification by the Accepting Officer or his accredited representative will be open for inspection by tenderers at the following offices during working hours between the dates mentioned in tender notice.
- 9.14 Tenderers are advised to visit the site sufficiently in advance of the date fixed for Submission of the tender. A tenderer shall be deemed to have full knowledge of all the relevant PMC samples, site etc. whether he inspects them or not.
- 9.15 Submission of a tender by a tenderer implied that he has read this notice and all other Contract PMC and had made himself aware of the scope and specification of the work to be done and of conditions and rates at which stores, tools and plant etc. will be issued to him, by Government and local conditions and other factors bearing on the execution of the works.
- 9.16 The bidder should quote lump sum price for entire work to be executed as per the annexed drawing and as per approval design.
- 9.17 All rates shall be quoted on the tender form.
- 9.18 The tender for the works shall not be witnessed by a contractor who himself / themselves has /

have tenderer, who may and has / have tendered for the same works. Failure to observe this condition shall render the tender of the contractor tendering, as well as of those witnessing the tender, liable to rejection.

- 9.19 The offered bids will be opened at 28/12/2022 hours on 12:00 in the presence of bidder who may choose to remain present in the office of the Bid opening Authority Specified in bid PMC.
- 9.20 The Governor of the State of Gujarat does not bind himself to accept the lowest or any tender or to give any reasons for the decision.
- 9.21 This notice of tender shall form part of the contract PMC.
- 9.22 Consultant who is involved in consultancy work of this work shall not be eligible for quoting this Third Party Consultancy work.
- 9.23 Any consultant who has not carried out any PMC work of N.W.R.W.S. & K. Department satisfactorily, shall not be considered for qualification and his bid shall be straight away rejected.

10.0 General Instruction:

- 10.1 The fees for on line tender document will not be refunded under any circumstances.
- 10.2 EMD in the form specified in tender document only shall be accepted.
- 10.3 Tenders without Tender document fees, Earnest Money Deposit (EMD) and which do not fulfill all or any of the condition or submitted incomplete in any respect will be rejected.
- 10.4 Conditional tender shall not be accepted.
- 10.5 The tender notice shall form a part of tender document.
- 10.6 The tenderers are advised to read carefully the “Instruction and information for Tenderer” and “Eligibility Criteria” contained in the tender PMC.
- 10.7 The Internet site address for E-Tender is <https://nwr.nprocure.com> and that of corporate web site is www.nprocure.com
- 10.8 Free training camp for bidders will be organized on every Saturday between 1.00 to 5.00 P.M. at (n) Code solutions, A division of GNFC, 301, GNFC Info tower, Bodakdev, Ahmedabad - 380 054 (India). Bidders are requested to take benefit of the same.
- 10.9 The tenderers are advised to visit site before applying for tender. Project Management Consultancy work such as Contract management, scrutiny of design, surveying and setting out, construction, supervision and inspection on site and manufacture site, testing of materials/machineries and equipment's, PMC and record maintenance with quality control and quality assurance are required to be completed as per progress of the project.
- 10.10 No Joint Venture shall be allowed for this work.
- 10.11 The NWRSWS& KD Department reserves the rights to reject any or all tenders without assigning and reason thereof.

**Executive Engineer
Drainage Division, Navsari**

Memorandum of Work in Brief

1.0	NAME OF THE WORK:	:	"PROJECT MANAGEMENT CONSULTANCY AGENCIES FOR THE SERVICES OF PROJECT MANAGEMENT, DESIGN REVIEW, CONSTRUCTION SUPERVISION AND INSPECTION FOR ENGINEERING, PROCUREMENT AND CONSTRUCTION (EPC) WORK FOR CONSTRUCTION OF PURNA TIDAL REGULATOR PROJECT, BANK PROTECTION ON BOTH SIDE OF RIVER AND ASSOCIATED WORKS ACROSS RIVER PURNA NEAR VILLAGES VIRAVAL- KASBAPAR, TA. & DIST. NAVSARI"
2.0	Name of employer	:	Narmada, Water Resources, Water Supply & Kalpsar Department
3.0	Name of concerned Chief Engineer	:	Chief Engineer (S.G) & Additional Secretary
a)	Address	:	Narmada Water Resources, Water Supply and Kalpsar Department, Block No. 9, 2 nd floor, Sachivalaya, Gandhinagar.
b)	Telephone No.	:	(079) 23251664
c)	Fax No.	:	(079) 23251664
4.0	Name of concerned Superintending Engineer	:	Superintending Engineer, Surat Irrigation Circle, Surat
a)	Address	:	Surat Irrigation Circle, Near MTB Collage, Athwa Lines, Surat – 395001(Phone: 0261-2668760)
b)	Telephone No.	:	(02626) 222090
c)	Fax No.	:	
5.0	Name of concerned Executive Engineer	:	Executive Engineer, Drainage Division, Navsari
a)	Address	:	The Executive Engineer, Drainage division "Sinchai Bhavan" 11 nd Floor near Parsi Hospital Gandevi Road, Navsari-396445
b)	Telephone No.	:	(02637) 259143
c)	Fax No.	:	
7.0	Time allowed for completion of the work from the date of written order to commence.	:	24 Months
8.0	Amount of Earnest Money: Deposit (EMD) As specified in bid.	:	Rs. 48490.00 (Rs. 48490/- in form of DD /FDR / Exemption certificate or in form of Bank Guarantee from Nationalized Bank/ Scheduled Bank.

9.0	Mode of submission of Bid PMC	:	
a)	Preliminary/Prequalification stage Technical Bid and Price Bid along with scanned copy of EMD and Tender Fee and Other supporting PMC with Pre-qualification Bid	:	Online submission on www.nwr.nprocure.com.
b)	Other PMC in hard copy (Physical Submission) : Registration Certificate, Tender Fee, EMD, Solvency Certificate, in R.P.A.D./ Speed Post only(In case of discrepancy between electronically submitted PMC and physically submitted PMC, details provided in electronically submitted shall prevail.)	:	At the office of The Executive Engineer, Drainage division “SinchaiBhavan” 11 th Floor near Parsi Hospital Gandevi Road,Navsari-396445 Ph. No. 02637-259143
Note: Tenders sent by any other mode other than specified in (a)& (b) above will be out rightly rejected.			
10	Validity period of Tender offer.	:	120 days counted from the date of opening of Pre-Qualification Bid.
11	Opening of the Tender	:	On the dates specified above, the electronic tender box will be opened from the Place:-
	Eligibility (Pre-qualification Bid)		Opened from the place: office of Superintending Engineer, Surat Irrigation Circle, Surat
			Date: 28/12/2022 Time :- 12.00 Hrs.
12.	Amount of Security Deposit	:	2.5 % (i.e. Rs. 1.21lakh) in the form of small savings of Narmada Bonds (of minimum 64 months' time limit) on award of work.
			2.5% (i.e. Rs. 1.21lakh) to be deducted from bills
			5 % (i.e. Rs. 2.42lakh) in the form of Performance bond of Schedule Banks on award of work with validity of minimum 24 months) Total Deposit is 10% (i.e. Rs. 4.84lakh)

Executive Engineer

Drainage Division, Navsari

Request for Proposal Letter / Letter of Invitation(LOI)

NAME OF ASSIGNMENT:

Selection and Appointment of Project Management Consultant (Quality & Cost Based) For Engineering, Procurement And Construction (EPC) Work For PROJECT MANAGEMENT CONSULTANCY AGENCIES FOR THE SERVICES OF PROJECT MANAGEMENT, DESIGN REVIEW, CONSTRUCTION SUPERVISION AND INSPECTION FOR ENGINEERING, PROCUREMENT AND CONSTRUCTION (EPC) WORK FOR CONSTRUCTION OF PURNA TIDAL REGULATOR PROJECT, BANK PROTECTION ON BOTH SIDE OF RIVER AND ASSOCIATED WORKS ACROSS RIVER PURNA NEAR VILLAGES VIRAVAL- KASBAPAR, TA. & DIST. NAVSARI” IN THE STATE OF GUJARAT – INDIA

ReferenceNo.: _____ **Date:** _

Dear Mr./Ms.:

The Executive Engineer, Drainage division “SinchaiBhavan”^{11th} Floor near Parsi Hospital Gandevi Road, Navsari-396445 Ph. No. 02637-259143 Invites "**PROJECT MANAGEMENT CONSULTANCY AGENCIES FOR THE SERVICES OF PROJECT MANAGEMENT, DESIGN REVIEW, CONSTRUCTION SUPERVISION AND INSPECTION FOR ENGINEERING, PROCUREMENT AND CONSTRUCTION (EPC) WORK FOR CONSTRUCTION OF PURNA TIDAL REGULATOR PROJECT, BANK PROTECTION ON BOTH SIDE OF RIVER AND ASSOCIATED WORKS ACROSS RIVER PURNA NEAR VILLAGES VIRAVAL- KASBAPAR, TA. & DIST. NAVSARI**" IN THE STATE OF GUJARAT – INDIA.

The applicant consultant can be a Public Limited Company, Private Limited Company, Limited Liability Partnership Firm or any other firm providing consultancy services in India and having its office in India. No joint venture will be permitted.

This is a National Bidding Process for Quality and Cost Based Selection and Appointment Process comprising of (a) Technical Bid and (b) Financial Bid.

The Narmada, Water Resources, Water Supply & Kalpasar Department, Government of Gujarat has already invited tenders for the Construction of Purna Tidal Regulator project, bank protection on both sides of river and associated work across river Purna and is in the process of award of the EPC Contracts. The estimated cost of the Project in INR is 76.09 Crores. The time for completion of the works has been decided as 24 months.

The selected Project Management Consultant (PMC) shall have the total responsibility of managing the Construction of Purna Tidal Regulator project, bank protection on both sides of river and associated work across river Purna to be constructed by the EPC Contractor

including vetting of the detailed engineering designs, good for construction drawings, making recommendations for approval of the PMC that may be submitted by the EPC Contractor, participating in the process of testing of materials to be used for construction of the works under the Project, day today supervision, quality assurance, contract administration and management, checking and certification of the interim bills and final bills submitted by the EPC Contractor and recommending these bills to the Employer for payment, assisting the Employer and participating in the Dispute Resolution Processes as and when the Disputes crop up during and after completion of the Project, issuance of Provisional and Final Completion Certificate. **The Project Management Consultant shall act as “Engineer’s Representative” for administration and management of the EPC Contract including construction supervision.**

The issue of the document does not imply that NWRWS&K DEPARTMENT is bound to select and pre-qualify Bids for any Bid Stage or to appoint the selected Bidder as the case may be, for the project and NWRWS&K DEPARTMENT reserves exclusive right to reject all or any of the Bids without assigning any reasons what’s sover.

NWRWS&K DEPARTMENT reserves its absolute and unquestionable power and authority to make changes in the tender document as may be required before the last date of submission of the Technical and Financial Bid.

The Applicant Consultants may contact the following official for any further information / clarification on the Tender document.

Further Details of the work and plans can be available from the office of

- (1) The Executive Engineer, Drainage division
“Sinchai Bhavan” 11th Floor near Parsi Hospital Gandevi Road,
Navsari-396445, Email-ddnavsari@gmail.com)
- (2) Superintending Engineer, Surat Irrigation Circle,
Near MTB collage, Athwa lines,
Surat – 395001 (Phone: 261-2668760, Email-sesicsurat@gmail.com)

Bidders who wish to participate in this Tender will have to register on <https://www.nprocure.com>. Further Bidders who wish to participate in online Tenders will have to procure Digital Certificate as per Information Technology Act 2000 using which they can sign their electronic Bids. Bidders can procure the same from GNFC, Ahmedabad, who are licensed certifying authority by Govt. of India and they will assist them in procuring the same at below mentioned address. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.

In case Bidder needs any clarification or if training is required for participating in online Tendering, they can contact the following office.

**(n) Code Solutions (A Division of
GNFCLtd) 401, GNFC Info tower,
Bodakdev. Ahmedabad,380054,Gujarat
Email:-<mailto:marketing@ncodesolutions.com>
Phone: 079- 26857310 to 18, 26854514, 40007300. Fax: 079-26857321,
Tele Fax: 079-40007533**

DISCLAIMER

Narmada Water Resource, Water Supply & Kalpasar Department (hereinafter referred to as NWRWS&K DEPARTMENT) has issued the Request for Proposal **"PROJECT MANAGEMENT CONSULTANCY AGENCIES FOR THE SERVICES OF PROJECT MANAGEMENT, DESIGN REVIEW, CONSTRUCTION SUPERVISION AND INSPECTION FOR ENGINEERING, PROCUREMENT AND CONSTRUCTION (EPC) WORK FOR CONSTRUCTION OF PURNA TIDAL REGULATOR PROJECT, BANK PROTECTION ON BOTH SIDE OF RIVER AND ASSOCIATED WORKS ACROSS RIVER PURNA NEAR VILLAGES VIRAVAL- KASBAPAR, TA. & DIST. NAVSARI" District IN THE STATE OF GUJARAT - INDIA**, on such terms and conditions as set out in the document, including but not limited to the requirements set out in different parts of the document.

1. The document has been prepared with an intention to invite prospective Applicants/Bidders/Consultants and to assist them in making their decision regarding submission of proposal. It is hereby clarified that the PMC is not an agreement and the purpose of the PMC is to provide the bidder(s) with information to assist them in the formulation of their proposals. The document does not purport to contain all the information bidders may require. The PMC is for the limited purpose of getting Technical and Financial Proposals for the assignment mentioned in Para 1 herein above. NWRWS&K DEPARTMENT is in no way responsible for financial situation and particular needs of each bidder for participating in this bidding process.
2. NWRWS&K DEPARTMENT has taken due care in preparation of information contained herein. However, this information is not exhaustive. Interested parties are required to make their own inquiries and parties will be required to confirm in writing that they have done so and they do not solely rely on the information contained in the PMC in submitting their Proposal. The PMC includes statements, which reflect various assumptions and assessments arrived at by NWRWS&K DEPARTMENT in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require.
3. The PMC is not an agreement by and between NWRWS&K DEPARTMENT and the prospective bidders or any other person. The information contained in the PMC is non-binding on NWRWS&K DEPARTMENT, any of its authorities or agencies, or any of their respective officers, employees, agents, or advisors. NWRWS&K DEPARTMENT makes no representation or warranty and shall incur no liability under any law as to the accuracy, reliability or completeness of the information contained in the document. Each Bidder shall consider the document as per his understanding and capacity. The bidders shall undertake appropriate examination, enquiry and scrutiny of all aspects mentioned in the document before bidding. Bidders shall also go through the document in detail and bring to notice of NWRWS&K DEPARTMENT any kind of error, misprint, inaccuracies, or

omission in the document before pre-bid meeting. NWRWS&K DEPARTMENT reserves the right not to proceed with the project, to alter the timetable reflected in this document, and to change the process or procedure mentioned in the in larger public interest. NWRWS&K DEPARTMENT also reserves the right to decline to discuss the Project with any party submitting a proposal.

4. Persons / entities / Bidders / Applicants / Consultants / Agencies submitting this Proposal shall not be entitled for any type of reimbursement from NWRWS&K DEPARTMENT. The Bidder shall bear all costs arising from, associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by NWRWS&K DEPARTMENT or any other costs incurred in connection with or relating to its Bid.
5. The issue of the PMC does not imply that NWRWS&K DEPARTMENTs bound to select and pre-qualify Bids for any Bid Stage or to appoint the selected Bidder as the case may be, for the project and NWRWS&K DEPARTMENT reserves exclusive right to reject all or any of the Bids without assigning any reasons whatsoever.
6. NWRWS&K DEPARTMENT may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in the PMC.
7. NWRWS&K DEPARTMENT, its employees and advisors make no representation or warranty and shall have no liability (for any cost, damage, loss or expense which may arise from or is incurred or suffered on account of anything contained in this PMC or otherwise, including but not limited to the accuracy, adequacy, correctness, completeness or reliability of the PMC and any assessment, assumption, statement or information contained therein or deemed to be part of this PMC or arising in any way with eligibility of Bidder for participation in the Bidding Process) towards any Applicant or Bidder or a third person, under any law, statute, rule, regulation or tort law, principles of restitution or unjust enrichment or otherwise.
8. NWRWS&K DEPARTMENT also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statement contained in this PMC.
9. Interested parties, after careful review of all the clauses of the 'Request for Proposal', are encouraged to send their suggestions in writing to NWRWS&K DEPARTMENT on **E-mail** : ddnavsari@gmail.com Such suggestions, after review by NWRWS&K DEPARTMENT, may be incorporated into this 'Tender Document' as a corrigendum which shall be uploaded

onto the e-tendering portal <https://www.nprocure.com>.

10. The submitted bid/drawings/concepts/IPR/patents/clarifications etc. shall be exclusive property of NWRWS&K DEPARTMENT once submitted. The same shall be retained by NWRWS&K DEPARTMENT and shall be produced by NWRWS&K DEPARTMENT for any deemed use for implementation of project in larger public interest. The Bidder shall have no right or claim on the submitted drawings / PMC/ models / presentations / walkthrough etc.
- soft and hardcopiesandbiddershallnotseekanycompensationforanyinformationsubmitted by bidder to be used by NWRWS&K DEPARTMENT. The submission by Bidder empowers NWRWS&K DEPARTMENT to retain and use information atNWRWS&K DEPARTMENT's discretion multiple times in multiple forums in multipleformats.

Section 2: Project Description & Work Components

2.1 General Description of the Project:

The NWRWS & Kalpasar Department, Government of Gujarat has envisaged Engineering, Procurement, & Construction (EPC) of a Tidal Regulator across Purna river and Construction of bank protection on both sides of river and associated work of Purna river near village Viraval-Kasbapar of Navsari district with a view to prevent entry of sea water on U/S of tidal regulator and creating reservoir of sweet water for recharging surrounding land Including Designing, Execution etc. completed including Commissioning and Operation & Maintenance of Project for 10 Years. It is about 4.5 km from Navsari city.

The weir will be constructed at a site located about 23 km upstream of Arabian sea. The site is located at North Latitude $20^{\circ} 58' 3.17''$ and East Longitude $72^{\circ} 56' 11.23''$. There is bridge just about 1.0 km downstream of proposed weir site on National Highway.

The maximum flood at weir site is estimated as 10400 cumec with maximum HFL of 11.39 m. It is a terminal structure on Purna which can serve the needs of sweet water in the surrounding area on U/S of weir.

The weir is best approached by roads of Navsari town.

In order to prevent rising of FRL during post monsoon flow, it is proposed to provide vertical gates of 3 X 1m in 2 tiers for 29 bays in river channel to pass post monsoon flow so that FRL remain at or below crest R.L. of ungated weir i.e. 5.8 m.

2.2 General details of the project

Sr. No.	Description	Details
1	State	Gujarat
2	District	Navsari
3	Taluka	Navsari
4	Village	Viraval-Kasbapar
5	River	Purna
6	Distance from Navsari	< 1 Km
7	Distance from sea mouth	23 Km U/S.
8	Latitude	$20^{\circ} 58' 3.17''$ N
9	Longitude	$72^{\circ} 56' 11.23''$ E
10	Type of weir	Ungated and gated structure alluvium soil
11	Discharge through Weir	10400 cumec

2.3 The tentative major quantity of main items are as shown in the table.

Sr. No.	Details	Viraval -KabsparWeir Project	
		Unit	Quantity
1	Excavation	cum	616137.19
2	Cement Concrete	cum	54024.13
3	CRS Reinforcement	MT	1988.28
4	Rubble/Gabion	cum	66646.37

2.4 BRIEF DESCRIPTION OF MAJOR COMPONENTS

Major Components of the Project are as under:

- I. Diversion Structure & coffer dam
- II. Weir (Gated and Ungated. Gates of size 3m X 1 m in 2 tiers for 29 bays
- III. Bridges Over the Weir, Inspection/gate operation bridge at R.L. 6.275 m:
- IV. River Floor & Protection Works
- V. Constructing Earth retaining wall
- VI. Security Cabin

Part-I

I. Diversion Structure & Cofferdam

A diversion structure shall be required around the major component to divert the river water/ back flow of sea water to facilitate construction. The contractor has to plan, design and construct the river diversion for the Weir, Flood Protection Embankments & associated works as may be necessary for carrying out construction activities for completing the project.

II. WEIR

Gated Weir of 115 m clear length with 29 bays of 3 m each of gated weir and ungated weir in 157 m. Vertical Gates comprising 58 nos., each of 3mX1m in size to be provided in 2 tiers to pass post monsoon flow.

Activities involved in Construction of weir are RCC cut off walls, excavation, laying of lean concrete (M-15) below the foundation, RCC raft, PVC water stops, RCC Box type structure, earth retaining walls with protection works etc.

The details of the Proposed Purna Tidal Regulator Project at Viraval-Kasbaparare as under:

Proposed length of gated weir..... 115 m

Proposed length of ungated weir.....157 m

- Lowest River Bed Level = - 1.30 m
- Crest Level of ungated weir= 5.8 m
- Crest R.L. of gated weir = 3.8 m
- Top R.L. of Gates = 5.8 m
- Design flood = 10400Cumecs
- Thickness of Pier = 1.0 m
- Clear Span between Pier to Pier = 3 m for 29 bays in gated weir
- Upstream Floor level for gated bay = 0.5 m
- Upstream Floor level for ungated bay = 3.8 m
- Upstream glacis slope for gated bay = 2:1
- Upstream glacis slope for ungated bay = 2:1
- Downstream floor level for gated bay = (-) 0.5 m
- Downstream floor level for ungated bay = 3.8 m
- Down stream glacis slop for gated bay = 3:1
- Down stream glacis slop for ungated bay = 3:1
- Full Reservoir level (FRL) = 5.8 m
- Total length of gated weir Raft (Upstream to downstream) = 48.7 m.
- Total length of ungated weir Raft (Upstream to downstream) = 35.98 m.
- Bridge over weir width = 5.0 m clear road width
- Type of Gate = Vertical Gate
- No. of gates = 2 x 29 = 58
- Size of Gate = 3 m x 1 m

III. Bridges Over the Weir, Inspection Bridge at R.L. 6.725 m:

There shall be a bridge over the weir of clear width 5.0 m having clear span of 3.0 m (c/c 4.0 m) for 29 spans in gated weir portion for movement of gate carrying vehicle.

48 Nos 3m X 1m of vertical lift gates of Slide type on up stream. Brief details of the gates are as under:

a) Service Gates

i)	Type of Gate	Slide type vertical lift gates
ii)	Clear span	3 m
iii)	Clear Height	1 m
iv)	Number of openings/ gates	29 with 2 tier gates

IV. River Floor & Protection Works

a) River floor

(i) Cement Concrete Blocks

Just beyond the upstream end of the impervious floor, pervious protection comprising of cement concrete blocks of 1500x1500x900 mm size in M-20 concrete laid over 600mm thick quarry spalls shall be provided. Similarly, just beyond the downstream end of the impervious floor, pervious protection comprising of cement concrete blocks of 1500x1500x900 mm size with 75mm gap between blocks filled with bajri/ peastones laid over 600mm thick graded inverted filter shall be provided.

(ii) Loose Stone/Gabion Launching Apron

Beyond the block protection on the upstream and downstream of the impervious floor of weir, launching apron of loose boulders or stones shall be provided to spread uniformly over scoured slopes. Where the stone is likely to be swept away due to high velocities or where somewhat smaller stones are to be used due to non-availability of stones of specified size, the loose stone apron shall be provided in the form of wire sausages of suitable size. The stone or boulder used shall not be less than 300 mm size and no stone shall weigh less than 40 kg.

b) (i) Earth Retaining RCC Counter fort walls

On left and right side of the gated weir floor, RCC counter fort walls have been proposed to retain earth. For counter fort RCC walls, thickness of stem, counter fort, base slab and keys shown in drawings is to be considered as minimum required thickness. RCC walls are to be designed by working stress method as per IS 3370 for different loading conditions as per relevant IS codes and guide lines. Stress in steel shall be limited to 130 N/ mm².

(ii) Earth Retaining RCC cantilever wall

On right side of the ungated weir floor, RCC cantilever wall has been proposed to retain earth. For cantilever RCC wall, thickness of stem and base slab shown in drawings is to be considered as minimum required thickness. RCC walls are to be designed by working stress method as per IS 3370 for different loading conditions as per relevant IS codes and guide lines. Stress in steel shall be limited to 130 N/ mm².

5.0 Scope of Project:

APPOINTMENT FOR CONSTRUCTION SUPERVISION SCRUTINY OF DESIGNS & INSPECTION OF MATERIAL, MACHINERIES AND EQUIPMENT
The NWRWS & KD have invited the proposals and would award the tender for the work of Project management, design review, construction supervision, & Inspection of Materials, Machineries and Equipment's of the project to the Consultant selected for the assignment.

The NWRWS & KD shall appoint a reputable firms as Consultant having adequate experience in such projects which shall act as the Consultant for the purposes of overall checking of design, Construction supervision, inspection of Material, Machineries, Equipment's, management of contract and ensuring compliance with the Technical Requirements, Performance Standards, progress and certification of measurements and final commissioning during the contract period.

5.1 CONSULTANT'S SCOPE OF WORK

There is single agreements which govern the assignment of the Project:

- i) The Construction and the Operation and Maintenance agreement between the NWRWS & KD and the contractor.

Review of designs

- Activities like construction supervision, inspection, progress monitoring of project etc. during construction including Certifying measurement.
- Defects correction supervision in defect liability period

The Construction agreement and the Operation & Maintenance Agreement set out in various clauses; the role of the consultant implicit in this contract is the fact that the consultant has certain rights and obligations vis-a-vis the contractor, and certain rights and responsibilities vis-a-vis the Government of Gujarat. The Consultant shall be expected to fulfill such obligations, which are directly set out in the construction contract, as well as assist the client for exercising and fulfilling the client's rights and obligations. The Consultant shall act as an extended arm of the client in the technical and contractual issues connected with the implementation of the project. The two agreements are deemed to be a part of this TOR, in so far as the duties and obligations of the Consultant are concerned, and the Consultant shall equivalent himself to the letter and spirit of the agreements.

5.2 **CONSULTANT'S GENERAL DUTIES**

The broad role of the firm shall be to act as the Client's representative for:

1. Overall Design review, witnessing 3D Model run atgeri Vadodara.
2. Check of survey and setting out ;
3. Construction supervision, Material Inspection, Quality Assurance performance testing and Progress Monitoring; witnessing of all tests of qualitycontrol.
4. Certifying Measurements, Scheduling and certification other activities.
5. Reporting
6. Other activities related to the technical and contractual aspects of the construction of the Project.

The Consultant shall inspect the project site in order to determine the progress of mobilization. The consultant shall monitor the progress of surveys and setting out, review the design construction drawing submitted by the contractor and the extent of compliance with the Technical Requirements and the Performance Standards stipulated for the Facility, as well as conformity to the Construction Contract.

The Consultant shall, during the construction period at site, be available on a continuous basis at the project site in order to supervise, inspect, monitor and certify the works, and conformity with Technical Requirements and the Performance Standards stipulated for various item and works. The Consultant shall also monitor the progress of setting out, and review the construction drawings and as-built-drawings submitted by the contractor. The Consultant shall also perform functions of Certifying measurements, work certification, adherence to project programs, and reporting. The Consultant shall be responsible to generate the data/reports required to be submitted to Govt. of Gujarat on a periodic basis as required in the contract agreement.

The Consultant shall, during the defects liability period of the project inspect the Project Site at intervals of one month in order to monitor technical performance of the Project. He shall also be available "On-Call" without extra cost.

The Consultant shall report to the Client at frequent intervals, and submit, weekly and monthly basis, such details as are mutually agreed between the Client and Consultant. Apart from period reports, the Consultant shall intimate the Client in writing of any deviations from the Technical Requirements and Performance Standards.

It is reiterated that the contract is an EPC one, the Client binds the contractor only on performance. The measurements and reviews do not constitute approval rights as between the Client and the contractor, but in so far as the Consultant is concerned, he shall ensure that a complete internal record of the work is available. The Consultant

shall ensure that his inspections do not impede the design, construction and operation and maintenance of the Facility.

The Consultant shall be required to

- i) Check the surveys and setting out.
- ii) Review and approve the Quality Assurance Plan (QAP) and Quality control manuals,
- iii) Review the Program Schedule.
- iv) Review of structural designs of civil work including pipeline and its supports and appurtenances.
- v) Review the construction drawings.
- vi) Carry out day-to-day site supervision, witnessing of all tests for quality control.
- vii) Certify the measurements and dimension control.
- viii) Witness 100% on-site and Manufacturers Site testing and inspection of materials of construction.
- ix) Monitor Work program, identify slacks and slippage, and suggest remedial measures.
- x) Monitor adequacy of manpower, machinery and other resources to meet the target.
- xi) Co-ordinate the review meetings.
- xii) Review and verify variations and advise in value engineering
- xiii) Monitor implementation of quality assurance procedures.
- xiv) Assist in daily/weekly/monthly reports to GOG as required under the contract agreement.
- xv) Certify measurements in running bill given to the agency and other stages of work such as handing over, Taking Over, Construction Completion, and maintenance certificate.

5.3 REPORTING AND CO-ORDINATION

The Consultant (and his staff) shall report only to the Client's representative.

The Consultant shall not exercise any direct control over the contractor, but shall report to the Client's representative who shall be the sole point of contact with the Contractor. The Client shall also have senior and supervisory staff as required at site to assist and strengthen the client's staff in performing the above mentioned task and shall be assigned a role as client's engineer. The contracts also provide Consultant to supervise the contract agreement. The Consultant shall co-ordinate with all such persons for the fulfillment of obligations, but shall report solely to the Client's representative.

5.4 PROJECT TEAM

The Consultant would be required to form a multi-disciplinary Project Team for this assignment, from the areas given below;

- (a) Project Manager. (having experience not less than 15 years)
- (b) Team Leader. (having experience not less than 5 years)
- (c) Structural Engineer.(having experience not less than 5 years)
- (d) Mechanical, Electrical, (having experience not less than 5 years)
- (e) Site Supervision Staff(having experience not less than 3 years)
- (f) Accountant Clark.(having experience not less than 3 years)
- (g) Computer Operator.(having experience not less than 3 years)
- (h) Surveyor/ ROUSupervisor.(having experience not less than 5 years)
- (i) Civil Engineers in various cadres.B.E. Civil/Deploma Civil (having experience not less than 5 years)
- (j) Geologist.(having experience not less than 3 years)

The staff requirements shown above are indicative only and consultant would require to bring in staff from other disciplines too if required for satisfactory completion of work.

The Consultant Team should also have multi-disciplinary skills with various experiences in monitoring of the Environmental Management Plan.

5.5 ASSISTANCE FROM NWRWS & KD

NWRWS & KD would help in co-coordinating site visits and also any clarifications sought by Consultants, before the Proposals are submitted.

The Consultants would be assisted by NWRWS & KD in obtaining relevant information from the authorities as well extend co-operation on following areas:

- Exchange of data and information related to the study.
- Day-to-day interactions and monitoring of activities to enable active projectmanagement.

Issue letters of authority to Consultants to facilitate activities related to Assignments and collection of data from State Government Departments and other agencies.

The envisaged man-months for carrying out the assignment as described in this Terms of Reference shall be discussed before award of Inspection / Supervision work. The list detailed below is only indicative and the Consultant may suggest actual staff to meet the obligations under the work at the time of the award of work.

The works under this Project is elaborated as below:-

In this Project 2D and 3D model studies as per approved design has been carried out at Gujarat Engineering Research Institute (GERI), Vadodara. This been

EPC tender the contractor whose tender is approved, after survey investigation the contractor shall have to submit his own design. This design have to be approved from WRD department/PMC. Model studies carried out at GERI Vadodara will be made available to contractor by irrigation department. However, any change in Original design will have to be modified in present existing model.

Under this project the contractor shall have to execute the work under EPC Contracts. The contractors shall have to collect the model studies carried out by the department for design and estimate purpose. At present 3D Model is prepared at GERI, Vadodara and the model would be run in different conditions. After award of work the contractor shall have to remain present at the time of running of model in different conditions at GERI, Vadodara and observation and suggestions which may be given by GERI shall have to take in considerations for design of various components of projects.

If any change or modifications is to be done No Extra payment or claim shall be given to the Contractor.

After award of work immediately contractor shall have to collect all the data, Maps, details investigations and Model study result. The Contractor shall have to visit the site & to scrutiny the data available and if any other data require the same shall have to be collected/prepared by contractor at his cost. As the work is on EPC basis the contractor shall have to make all Investigations and Verifications of data at their level and no claim/representation will be accepted or entertain for missing or incorrect data.

As the work is to be carried out on EPC basis the contractor shall be fully and wholly responsible including financial implication if any. The time limit of work order is 30 months and the contractor shall have to complete investigation, Model Studies and design of work **within first 6 (Six) month & in the remaining 24 months** the construction work should be completed in all respect.

The design prepared by the contractor self, what will be weighted by CWC/IIT at decided by engineer in charge and the cost of design shall be borne by the contractor.

Any additional finical Expenses with related to modification to model and to be paid to GERI staff will have to be bared by the contractor himself, for which no additional payment will be made by department.

The activity of survey investigation, design approval and model study will have to be **completed within a period of Six (6)-months from the date of issue of work order.** This time schedule will have to be strictly followed by the contractor.

(I) Preliminary Survey & Investigation Works

To conduct confirmatory site investigations such as topographical, geotechnical, geophysical, testing of construction materials etc. before start of actual construction of project and throughout the project period, required by the Contractor for detailed engineering and as per requirement of PMC, NWRWS&KD.

(II) Planning, Design & Engineering of Civil Works

All civil works viz. planning design, engineering, for the weir & associated works, Flood Protection Works with structures, gates arrangements, Hoist arrangements,

- a) The general environment to which the concrete will be exposed on project site during working life is classified as “Very Severe” as per sub clause 8.2.2.1 of clause 8.2.2; Exposure conditions of IS 456:2000. The various concrete grade of concrete shall be based on “Very Severe” conditions..
- b) As this is a Major Hydraulic Structure and Bank Protection on both the sides of river on river Purna and looking to the site condition, it is necessary by EPC agency to make sound, durable and safe design (Hydraulic as well as Structural) and is also required to be approved by the PMC, NWRWS & K department.
- d) EPC agency has to satisfy to the client in general and are supposed to agree the modifications & suggestions given by the department or any other agencies approved by the department.
- e) In addition to all relevant latest version of IS Codes, IRC Codes, Special Publications, Guidelines and instructions, latest construction practice methods are required to be followed by EPC agency so as to provide good quality of work with respect to safety, durability and usability.
- f) Design should be designed according to relevant & latest IS code, updated guidelines of Government of India/Gujarat and should be checked accordingly. The design and drawings shall be got weighted from CWC/IIT and also got approved from designer of client and PMC/NWRWS&KD before commencing construction work.
- g) The weir design should be such that it should sustain the condition of the high flood at upstream side and high tide level and high flood in river Purna at the downstream acting simultaneously.
- h) The design of the Weir should be prepared and checked in such a manner that it provides safe, stable, and suitable structure having various checks for quality, reliability & durability aspects as per the requirement and should maintain this practice in various volumes of the tender document as per the specifications and other relevant details.
- i) The design, drawing, sketches, narrations etc. mentioned in the tender is showing the NWRWS&KD’s minimum requirement in respect to size, shape, levels, type and nature of work etc and is indicative and it is only for the guidance to the agency, however agency has to submit his own survey, design required for the work and is required to be got approved from the NWRWS&KD or/and his PMC/Designer engaged and the agency has to carry out the work after getting procedure of approval as decided by the NWRWS&KD and he will get the payment within Lump-sum

quoted final amount as mentioned in tender amount.

- j) As it is hydro structure, whole design is to be done by working stress method as per IS 3370. Stress in steel shall be limited to 130 N/mm^2 .
- k) All the original and revised design and drawings shall have to be approved from NWRWS&KD, PMC as be decided by department.
- l) The Contractor has to carry out detailed investigations, required if any, for design and engineering.

The designer has to be got approved from NWRWS&KD after award of work but before taking up the design work based on experience criterion mentioned in Volume-II, Part- A (Part III).

(III) Civil Works

- a) Diversion work: The contractor has to make suitable arrangement for diversion of river water safely during the construction period. The constructor has to design and build a coffer dam arrangement for the construction area to keep it dry to facilitate construction and also provide well point system of pumping to achieve the same.
- b) All civil works construction includes weir & associated works, walls, gates arrangements, construction of road, etc.
- c) The contractor shall construct a gated weir of total 115 m (in to in retaining walls) length and ungated weir in 157 m length consisting of gated weir of 29 bays with vertical gates and. size of gates shall be (3 mx 1 m for 29 bays in 2 tiers) and ungated weir in 157 length.
- d) The Contractor shall provide bridge over gated weir. The bridge shall be a box bridge with bottom slab below floor of weir. Bridge top R.L. shall be 6.725 mm including wearing coat of 75 mm thickness. Bridge shall be designed for minimum class - A loading.

(IV) Operation & Maintenance Works

- a) The scope of work also includes operation and maintenance of all civil works, Jungle cutting, Road Works, Hydro Mechanical, electrical and instrumentation control equipment's, for a period of 10(ten) years from the date of issue of the "Certificate of Completion" of the construction contract by the Engineer-in-Charge.
- b) The works under these Contracts shall be executed on the basis of Engineering, Procurement, Constructing, (EPC) of Civil, Hydro Mechanical, Electrical and instrumentation works under an EPC contractor and cover TEN years of O&M

period running concurrently with defects liability period of three years and O&M will start from date of taking over of work/ mutually agreed date. The defect liability period shall be effective from the certified date of completion.

(V) Miscellaneous Works

- a. Providing 1 no of A.C. SUV / A.C. jeep (TATA Sumo/ Bolero or Equivalent Transportation) facility to NWRWS&KD staff from date of work issue to completion of construction of project.
- b. During progress of work whenever there is visit of Chief Engineer (SG) and Additional Secretary vehicle facility of Innova (new model) will have to be provided by contractor for his to and from journey from Gandhinagar or any location specified by him without any additional payment.
- c. Laboratory with Testing Equipment shall be established at plant location. The Plant shall be kept under CCTV Surveillance. Designated NWRWS&KD officials will be provided remote access. The entire recording will have back-up.
- d. Beautification works along with SITC works along road and on weir shall have to be carried out as per specification instruction and approval of WRD department & PMC

➤ Co-ordination with the consultant

The employer may engage PMC as owner's engineer cum design review consultant to provide assistance in checking and approving the design and construction drawings prepared by the contractors. The bidders/contractor would provide all necessary information/data to the owner's engineer cum design review consultant whenever the same is sought by him. The contractor i.e. the bidder who is finally awarded the work, shall coordinate with the owner's engineer cum design review consultant on day to day basis at the Survey and Investigations stage as well as Planning, Design and Engineering stage. PMC will also provide requisite supervision and monitoring of works, quality control checks, and measurement of works and other managerial services as required during execution of work. The bidder who is finally awarded the work shall coordinate with the PMC on day-to-day basis to enable him to provide PMC services as required.

Section 3: Instructions to the Bidders:

Definitions

- a) “NWRWS&KD” and “NWRWS & K DEPARTMENT” means Narmada, Water Resources, Water Supply & Kalpasar Department of the Government of Gujarat represented by the Secretary for the purpose of implementing the Project.
- b) “Consultant” means any entity or person that may provide or provides Project Management Services to the NWRWS & K DEPARTMENT for the Purna Tidal Regulator Project described under Section 2.
- c) “Consultancy Contract” means the Contract signed by the Authorized Representatives of the NWRWS & K DEPARTMENT to which the Scope of Work, Terms of Reference, General Conditions (GC) and Special Conditions are made a part of it.
- d) “Data Sheet” means such part of the Instructions to Bidders used to reflect specific assignment conditions
- e) “Day” means calendar day
- f) “Government” means the Government of Gujarat, India
- g) “Instructions to Bidders” (Section 3 of the PMC) means the document which provides Consultants with all information needed to prepare their Proposals
- h) “LOI” (Section 1 of the PMC) means the Letter of Invitation made a part of the Request for Proposal Document uploaded by the NWRWS & K DEPARTMENT on the e-tender website.
- i) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the beneficiary’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the beneficiary’s country
- j) “Proposal” means the Technical Proposal and the Financial Proposal
- k) “PMC” means the Request for Proposal prepared by NWRWS & K DEPARTMENT for the selection of Consultants, based on the PMC
- l) “Services” means the Professional Project Management Services to be provided by the selected Consultant to the Employer i.e. NWRWS & K DEPARTMENT.

- m) “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Services.
- n) “Terms of Reference” (TOR) means the document included in the PMC as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the NWRWS & K DEPARTMENT and the Consultant, and expected results and deliverables of the assignment.

Introduction

- 1.1. NWRWS & K DEPARTMENT will select a consulting company/firm/organization (the consultant among those who submit their proposals in response to the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet)
- 12. The consultants are invited to submit a Technical Proposal and a Financial Proposal, , as specified in the Data Sheet for consulting services required for the assignment named in the Data Sheet. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected firm.
- 13. Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the site of the Purna Tidal Regulator project , Tal.Navdari and Dist.Navdari and also office of the Executive Engineer , Drainage division, Navdari -396445 before submitting a proposal and to attend a pre-bid conference as specified in the Data Sheet. Attending the pre-bid conference is optional. Consultants should contact the NWRWS & K DEPARTMENT officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre- bid conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 14. NWRWS & K DEPARTMENT will timely provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports
- 15. Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The NWRWS & K DEPARTMENT is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability

to the Consultants

Conflict of Interest

16. NWRWS & K DEPARTMENT policy requires that Consultants have to provide professional, objective, and impartial advice and at all times hold the NWRWS & K DEPARTMENT's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work

1.6.1 Without limitation on the generality of the foregoing, Consultants, Agencies and any of their affiliates, shall be considered to have a conflict of interest and shall not be appointed, under any of the circumstances set forth below

- (a) A Company / firm that have been engaged by the NWRWS & K DEPARTMENT to provide goods, works or services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. The Consultancy Firms / Companies who have been / who are appointed by NWRWS & K DEPARTMENT and are providing services related to the Purna Tidal Regulator Project shall not be permitted to participate in this bidding process. No representations from any intending consultant will be considered by NWRWS & K DEPARTMENT during the bidding process or after receipt of bids what's over.
- (b) A Consultant (including its Personnel) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client
- (c) As aforesaid a Consultant who presently has been providing any type of services to the NWRWS & K DEPARTMENT for preparation and formulation of the Purna Tidal Regulator Project shall not be appointed for the PMC Services. The bid submitted by such firms shall not be processed and out rightly rejected.
- (d) The Consultant shall have to comply with following contractual

obligations

- i. The Consultant shall not deploy professionals who are retired employees / persons of NWRWS & K DEPARTMENT including its public sector undertakings/companies for providing professional services as PMC for the Purna Tidal Regulator Project under this Contract. In case if the Consultant intends to deploy professional who are retired employee/persons of NWRWS & K DEPARTMENT for this assignment, he shall have to obtain specific written approval from the NWRWS & K DEPARTMENT. Such persons proposed for deployment should meet with the qualification and experience criteria as contained in the Terms of the Reference.
- ii. Use its best efforts not to assign any Personnel to the Contract who are relatives of current NWRWS & K DEPARTMENT staff, and in the event that the NWRWS & K DEPARTMENT or Consultant discovers that any Personnel is a close relative of a current NWRWS & K DEPARTMENT staff(member, to promptly replace the said Personnel at no cost to the NWRWS & K DEPARTMENT with an individual having equivalent skills. For purposes of this clause, a relative is defined as (including those related by adoption and/or step or half relationships): Mother, Father, Sister, Brother, Son, Daughter, Aunt, Uncle, Niece and Nephew;etc
- iii. confirm, at the time of signing the Contract, that the Consultant is not knowingly advising any “outside party,” defined to mean an individual or firm (A) with which the NWRWS & K DEPARTMENT is engaged in a formal dispute (i.e., the outside Party is suing or has been sued by the NWRWS & K DEPARTMENT), (B) who is being investigated by the NWRWS & K DEPARTMENT for fraud or corruption, or is ineligible to be awarded a NWRWS & K DEPARTMENT - financed contract because of fraud or corruption, or (C) whose complaint against a procurement decision is under review by the NWRWS & K DEPARTMENT

1.6.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the NWRWS

&K DEPARTMENT, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of itsContract.

- 1.6.3 No agency or current employees of NWRWS & K DEPARTMENT shall be deployed as professionals for providing PMC services for this assignment. Recruiting former government employees/persons or retired officers of NWRWS & K DEPARTMENT shall be subject to specific written approval to be obtained by the PMC from the NWRWS & K DEPARTMENT provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the NWRWS & K DEPARTMENT by the Consultant as part of his technical proposal.
- 1.6.4 If a Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the NWRWS & K DEPARTMENT shall make available to all the Consultants together with this PMC all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

Fraud & Corruption

17. NWRWS & K DEPARTMENT requires that all Consultants participating in NWRWS & K DEPARTMENT assignments to adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. In pursuance of this policy, the NWRWS & K DEPARTMENT
- a) defines, for the purpose of this paragraph, the terms set forth below as follows
- i. “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of NWRWS & K DEPARTMENT official in the selection process or in contract execution
 - ii. “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract
 - iii. “collusive practices” means a scheme or arrangement between two or more

consultants with or without the knowledge of the NWRWS & K DEPARTMENT, designed to establish prices at artificial, noncompetitive levels

- iv. “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract
 - b) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question
 - c) will terminate the contract if it determines at any time that representatives of the consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the contract
 - d) will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a NWRWS & K DEPARTMENT contract if at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a NWRWS & K DEPARTMENT contract; and
 - e) will have the right to require that, in contracts financed by the NWRWS & K DEPARTMENT, a provision be included requiring Consultants to permit the NWRWS & K DEPARTMENT to inspect their accounts and records and other TPI/PMC relating to the submission of proposals and contract performance, and have them audited by auditors appointed by the NWRWS & K DEPARTMENT
18. No Consultant, its Sub-Consultant(s), or associate(s) shall be under a declaration of ineligibility for corrupt and fraudulent practices issued by the NWRWS & K DEPARTMENT in accordance with the above Para. 1.7. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract
19. Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4)

Origin of Consulting Services

- 1.10. Consultancy companies / firms from India are permitted to participate in this selection process. Subsidiary companies of Foreign Companies having their Indian Arm in the form of a Company / Firm registered in India minimum five years and having its office in India can only participate in their name and style. The Indian Consultant intending to appoint Foreign Personnel / Experts shall comply with the Government of India Rules and Procedures for Foreign Personnel interested in providing services in India.

Only one proposal

- 1.11. Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified.

Proposal Validity

- 1.12. The Data Sheet indicates how long Consultants' Proposals must remain valid from the last date of the bid submission. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The NWRWS & K DEPARTMENT will make its best effort to complete negotiations within this period. Should the need arise, however, the NWRWS & K DEPARTMENT may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, which would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals

Pre-bid conference

- 1.13 A Pre-bid conference is scheduled on date and time mentioned in tender schedule. If Lock down remains under enforcement during the scheduled date of Pre-bid conference, the Pre-bid conference shall be conducted through video conferencing. Necessary link shall be sent to the prospective bidders who have informed the NWRWS & KD to attend the Pre-bid conference.

Site Visit & Verification of Information

21. Consultants who desire to participate in this bid process, can visit the site of work with a view to understand and appreciate the site conditions, facilities, challenges prior to submitting their bid at their own cost and risk. They may also visit or email to the office of the Executive Engineer named in the Data Sheet to verify

the Project Information, Scope of Work etc. Applicant Consultants who wish to attend and participate in the pre-bid conference may kindly confirm their participation to the contact officer nominated hereinabove.

Clarification and amendment of PMC

22. Applicant Consultants are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, access to the site, availability of drawings and other data with the NWRWS & K DEPARTMENT, Applicable Laws and regulations or any other matter considered relevant by them. Visits shall be organized for the benefit of prospective Applicant Consultants on dates, time and venue as specified in PMC document. All costs for such visits shall be met with by the Consultant
23. Consultants who desire to get clarification on any of the provisions of the PMC shall have to request for such clarifications on or before pre-bid conference due date. Request for clarification after the said timeline shall not be considered and answered. Any request for clarification must be sent in writing, or by standard electronic means to the NWRWS & K DEPARTMENT's address indicated in the Data Sheet. The NWRWS & K DEPARTMENT will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants who have contacted the department and shown the interest in bidding and submitted their contact details . Should the NWRWS & K DEPARTMENT deem it necessary to amend the PMC as a result of a clarification?
24. At any time before the last date of submission of Proposals, the NWRWS & K DEPARTMENT may amend the PMC by issuing an addendum and uploading the same on web site. To give Consultants reasonable time in which to take an amendment into account in their Proposals the NWRWS & K DEPARTMENT may, if the amendment is substantial, extend the deadline for the submission of Proposals

Preparation of Proposal

- 3.1. The Proposal (see Para. 1.2), as well as all related correspondence exchanged by the Consultants and the NWRWS & K DEPARTMENT, shall be written in the language (s) specified in the DataSheet

32. In preparing their Technical Proposal, consultants are expected to examine the PMC constituting these PMC in detail. Material deficiencies in providing the information requested may result in rejection of a proposal
33. While preparing the Technical Proposal, consultants must give particular attention to the following
- a) No Joint Venture Consortium is permitted under this PMC. Consultants who apply in response to this PMC shall not form any kind of joint venture consortium or association with another consultant whatsoever.
 - b) The estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the Data Sheet, but not both. However, the Proposal shall be based on the number of Professional staff-months leading to a lump sum price, as estimated by the Consultants
 - c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position
 - d) PMC to be issued by the Consultants as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's Personnel have excellent speaking and writing skills in English Language and some working knowledge of Gujarati Language

Technical Proposal Format and Content

34. Consultants are required to submit a Full Technical Proposal (FTP), The Data Sheet indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following Para from (a) to (g) using the attached Standard Forms. The formats indicate the recommended number of pages for the description of the approach, methodology and work plan. A page is considered to be one printed side of A4 or letter size paper
- a) a brief description of the Consultants' organization and an outline of recent experience of the Consultants is required in Form TECH-2. For each assignment, the outline should indicate the names of / Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the Employer. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that

of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the NWRWS & K DEPARTMENT

- b) comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the NWRWS & K DEPARTMENT (FormTECH-3)
- c) a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4. The work plan should be consistent with the Work Schedule (Form TECH-8) which will show in the form of a bar chart the timing proposed for each activity
- d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (FormTECH-5)
- e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7). The staff months input should be indicated separately for home office and field activities, and for foreign and local Professional staff
- f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (FormTECH-6)
- g) a detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment

3.5.

- a. The Applicant Consultant shall submit a Statement of Deviation from the Scope of Work / Terms of Reference as a part of the Technical Proposal. This will be examined by the NWRWS & K DEPARTMENT and accepted / rejected at its own discretion on merits.
- b. The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information shall be declared non

responsive

Financial Proposal

36. The Financial Proposal shall be prepared using the attached Standard Forms. It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultants' home office), and (b) reimbursable expenses indicated in the Data Sheet. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures (only in INR). All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items for which, the various financial forms listed shall be followed. Out of total six forms, the total lump sum amount for PMC shall be quoted on portal as per Form no 2, while the rest of the forms shall be uploaded as pdf.

Taxes

37. The Consultant may be subject to taxes and duties as per the prevalent Tax Laws within India and the State of Gujarat. Goods & Services Tax (GST), as per the Government of India Notification of July 2017 shall be shown separately under the Price Bid. GST as per the rates declared by the GST Council from time to time as may be applicable to the Consultancy Services shall only be reimbursed by the NWRWS & K DEPARTMENT against documentary evidence of applicability and payment. The applicant consultant shall have to provide its GST Registration Number. All other applicable taxes and duties shall be included in the lump sum consultancy fee that may be offered by the applicant consultant under its price bid.

38. Consultants may express the price of their services in Indian Rupees Only. In case if any foreign experts are proposed to be deployed, their remuneration shall also be proposed in Indian Rupees as a part of the lump sum price and no variation in the exchange rate shall be permissible and payable.

39. NWRWS & K DEPARTMENT shall not allow payment of any commissions and gratuities under this consultancy assignment

3.10. While submitting the Financial Proposal, the Applicant Consultant shall ensure the following:

All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel

(Expatriate and Resident, in the field, home office etc), accommodation, airfare, equipment, printing of PMC, surveys, geo-technical investigations, lab testing etc.

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

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

The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes except GST on contract value, shall be deemed to be included in the costs shown under different items of the Financial Proposal.

As aforesaid, Goods & Service Tax as applicable to the Consultancy Organization as per Government of India rules and regulations shall be paid by the Consultant and reimbursed by the NWRWS & KDEPARTMENT.

As a condition, precedent for reimbursement of the Goods & Service tax, the Consultant shall provide a valid GST Registration number issued by the concerned Statutory Authority.

Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws. Costs (including break down of costs) shall be expressed in INR.

Submission, receipt and opening of proposals

41. The original proposal (Technical Proposal and, if required, Financial Proposal; see Para 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 8 and FIN- 1 of Section 9.
42. An authorized representative of the applicant consultants shall initial all pages of the physical copy of the Technical Proposal. Financial Proposals is not to be submitted in physical copy. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign.
43. The Technical Proposals shall be uploaded on the e-tender website and one physical copy will also be submitted to the address given in the PMC. The physical copy of the Technical Proposal shall be marked as "Copy of Technical Proposal".

If there are discrepancies between the uploaded document and physically submitted document the uploaded Technical Proposal shall govern.

44. The Financial Proposal in the prescribed format contained in the PMC shall be uploaded on the e-tender website. Financial proposal shall not be submitted in physical form. Any proposal received in physical form shall be outright rejected and shall not be considered for further evaluation at all.
45. The Proposals must be uploaded on the e-tender website as aforesaid. Physical copy of the Technical Proposal with its enclosures shall also be uploaded on the website and only one physical copy shall be submitted to the address/addresses indicated in the Data Sheet and received by the NWRWS & K DEPARTMENT no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with Corrigendum, if any.
46. The applicant consultant shall submit tender fee, EMD, company registration GST no, etc. as listed as prerequisite in one sealed cover, clearly stating the same on cover and technical proposal hard copy in separate cover stating same on cover. Both the sealed cover shall be put in the single big cover, sealed and submitted at the address mentioned before due date. The NWRWS & K DEPARTMENT shall open big cover and then the cover named Prerequisites, like tender fee and EMD, the same along with required TPI/PMC shall be verified (physically) followed by online verification as per timeline of the tender process. After verification of pre-requisites, the Technical Proposal will be checked along with other technical PMC asked for. The online Financial Proposal shall be opened only after the Technical Evaluation is completed and responsive consultants are shortlisted and approved.

Proposal Evaluation

- 5.1. From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the NWRWS & K DEPARTMENT on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the NWRWS & K DEPARTMENT in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

Negotiations

- 6.1. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the NWRWS & K DEPARTMENT proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract. During such negotiations, the proposed Team Leader and the Dy. Team Leaders shall have to remain present and confirm to the Authority that they will provide their services for the assignment. Change of Team Leader and Dy. Team Leader and other key professionals shall not be permitted for a period of one year from the date of award of PMC Contract.

Technical Negotiations

- 6.2. Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The NWRWS & K DEPARTMENT and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These TPI/PMC will then be incorporated in the Contract as “Description of Services”. Special attention will be paid to clearly defining the inputs and facilities required from the NWRWS & K DEPARTMENT to ensure satisfactory implementation of the assignment. The NWRWS & K DEPARTMENT shall prepare minutes of negotiations which will be signed by the NWRWS & K DEPARTMENT and the Consultant.

Financial Negotiations

- 6.3. Financial negotiations shall only be carried out if, due to negotiations, there is any change in the scope of work which has a financial bearing on the final prices or if the costs/ cost elements quoted are not found to be reasonable. In such negotiations, the selected firm may also be asked to justify and demonstrate that the prices proposed in the contract are not out of line with the rates being charged by the consultant for other similar assignments. However, in no case such financial negotiation should result in an increase in the financial cost as originally quoted by the consultant and on which basis the consultant has been called for the negotiations.

Availability of professional staff /experts

- 6.4. Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, and the NWRWS & K department expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the NWRWS & K department will require assurances that the Professional staff will be actually available. The NWRWS & K DEPARTMENT will not consider substitutions during contract

Negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

The NWRWS & K DEPARTMENT shall have power and authority to verify of its own the availability of key professional staff proposed by the Applicant Consultant in its Technical Proposal. This Power and Authority shall also include the power to contact the proposed professionals to ensure their availability, qualification and experience.

Conclusion of the negotiations

- 6.5. Negotiations will conclude with a review of the draft Contract. To complete negotiations the NWRWS & K DEPARTMENT and the Consultant will initial the agreed Contract. If negotiations fail, the NWRWS & K DEPARTMENT will invite the Consultant whose Proposal received the second highest score to negotiate a contract.

Award of Contract

- 7.1. After completing negotiations, the NWRWS & K DEPARTMENT shall award the Contract to the selected Consultant, and promptly notify all Consultants who have submitted proposals. The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet. However, the Consultant can only commence work once the contract has been signed.

Information to Consultants

3.1 Submission of Proposal

Your proposal shall be submitted in two parts, viz.

a) Eligibility (Pre- Qualification) and Technical proposal

Bidders having recent history of poor performance in civil Engineeringworks in last 7 years of PMC in which proper record of work of construction is not maintained and also not handed over to department on the completion of work, shall be rejected from the qualification of this work.

b) Financial Proposal i.e. Price Bid.

Both of the bid PMC shall be uploaded online. Pre-Qualification& Technical proposal shall be opened first. The price bid shall be opened of the qualified bidders only.

3.2 Technical proposal :

Your expression of interest and Pre-Qualification Proposal for qualification shall demonstrate your general experience in project management, Supervision of construction weir or other irrigation project experience in inspection and quality control of project materials particularly for major project Irrigation etc. and availability of engineering personnel for Supervision of construction as well as inspection materials.

Your technical proposal shall also demonstrate your firm's understanding of the project requirements and of the requisite tasks set forth in the Terms of Reference, as included in. The technical proposal shall not contain any cost information whatsoever related to the Services to be rendered. The information and documentation to be provided in the technical proposals is listed below and shall be provided in a form complying with the layout given in hereinafter.

- (a) Information of the history, background, organization, registration and legal status (Pvt. Ltd., Ltd. Co., Partnership, etc.) And on general experience and experience of similar nature as the services put to proposal of your firm shall be furnished. A joint venture agreement is not permissible for this work.
- (b) Descriptions, in the format enclosed, of past and present work carried out or being carried out by your firm, if any. The experience so claimed shall be limited to projects for which your firm were legally contracted as (a) corporate entity (i.e.). Assignments carried out by individual staff members prior to joining your firm or any associate cannot be called as experience of the firm, but may be referred to in the Curriculum vitae of the staff proposed for the services (see Clause g hereunder). For any corporate experience claimed, you shall be prepared to furnish proof by providing contractual or other evidence upon request
- (c) A statement, in the format enclosed, on the present workload of your firm if any, and the extent to which staff is deployed on this account.
- (d) Financial information regarding your firm if any, including. The latest audited report and accounts plus those for the last seven financial years.
- (e) A description of the general understanding you have and the approach you will take to carry out the services based on the requirements of the Terms of Reference as included in Section – 4. Your description may include as much details as you deem relevant and also comprise comments on the Terms of Reference or other aspects of the services to be rendered, e.g. site supervision procedures, methods of measurements and acting in the capacity of Engineer in the manner determined, which may contribute to performance in carrying out the services.

- (f) A work program, which shall distinguish clearly between the phases of
- Scrutiny / review of design & approval
 - Contract Management, inspection of materials and Supervision of construction
 - Defects Correction Supervision & Post construction work.

For each phase, the program shall include an organization chart, an activity Bar Chart and a staffing schedule, consistent with the construction contract information enclosed herein or otherwise made available to you. The staffing schedule shall clearly indicate the duration of the assignments of proposed staff to be employed on the site of the works and elsewhere. Each part of the program shall also clearly distinguish between activities in your head/ branch office and on the site.

Generally, it is considered that a competent Consultant is able to carry out the pre-construction work with minimum time inputs. In taking account of this, you may presume proper coordination by the Client between the mobilization of the Consultant and the contractor.

Regarding contract management, scrutiny of design, inspection of materials and Supervision of construction, you shall consider the need for staff inputs such that standard Procedures of N. W. R. W. S. & K. D, Gandhinagar are adhered to while any checking of contractor's work and subsequent approval of certificates for payment by the Client can be carried out quickly and efficiently.

The need for standard site procedures, documentation and communication will be clear from this. You are expected to provide fulltime qualitative and quantitative inspection of works' execution by staff experienced in structural design, pipeline and Reinforced concrete construction as well as on a need basis- mechanical and electrical installation including instrumentation & automation.

In determining staff inputs, you may give due attention to certain complicated parts of the construction works, which will in particular cases be carried out under day work provisions like e.g. rehabilitation of existing facilities, depending on the caliber of the proposed staff, you may consider additional inputs for such parts of the works.

Under this INSPECTING, you will be required to appoint a "Project Manager for project management services including scrutiny of design, construction supervision ,certifying measurements & inspection and testing of materials" to act on your behalf in managing office works & site supervision in carrying out all contractual and administrative activities based on the requirements of the Terms of Reference in Section – 4.. The "Project Manager" is key functionary and evaluation of the technical proposals will be influenced significantly by the caliber of the person proposed; apart from being management expert / technically competent, they must be familiar with and capable to carry out all procedural activities required.

Provided proper contract management, scrutiny of design, inspection of materials, machineries and equipment and Supervision of construction, it is expected that, for the purpose of this Contract Agreement, supervision during the defects correction period will be limited to routine site visits, by the "Project Manager" to ensure remaining work is got completed and to supervise the functioning of the trained operators. Any other requirements will be on a Client-demanded basis and paid for pro rata according to rates entered into the Contract Agreement.

The Client requires that post-contract work will be carried out by the "Project Manager" and expects that, with the exception of any disputes which may have arisen and not solved hitherto, the work will be minimal and routine as specified in these instructions.

For all components of the service, you shall provide adequate back supporting stopping from your head / branch office. Whilst such backstopping will normally be considered part of the

firm's overheads, you may depending on the caliber of the staff proposed- provide for this separately at risk to your financial competitiveness. You shall however nominate and provide curriculum-vitae of the Project Manager/s who will be in overall charge of the project in your head / branch office.

- (g) A named list of proposed staff including location and duration of assignments as well as proposed positions. You are free to determine the additional number and the qualifications of the staff required, bearing in mind the need for supervision presence on the one side and to be financially competitive on the other side.

Full curricula vitae of all staff proposed, in the format enclosed, shall be part of the technical proposal. The curricula vitae shall comprise a description of academic or trade qualifications and of previous exposure to work related to their proposed positions.

- (h) A list of facilities and provisions required to provide the service.

3.3 Financial Proposal

Your financial proposal shall be quoted as a firm and fixed for project management services including Supervision of construction and scrutiny of designs inspection and testing of materials as given in the price bid. This cost shall contain the details of costs together with breakdowns as listed in the price bid for entire job.

- a) The costs shall be given lump sum fix price for the four phases of work, i.e.

1. Pre-Construction Work
2. Design review / approval.
3. Contract management, inspection of materials & Supervision of construction
4. Post construction work & Defects correction supervision

In due consideration of the pertaining descriptions of the Terms of Reference as included in Section -4 and of the following.

- i) **The Period for the Pre-contract work** is assumed at two weeks and shall be used to ensure that all head / branch office and site staff to be involved fully understands

- The Contract Agreement
- The design and construction contract documentation
- The activities and tasks required under their proposal position
- The particular procedures and ways of interaction with the Employer and the contractor

The period shall also include for the consultant's mobilization prior to the contractor entering the site

- ii) **The design review / approval** is included in the period of construction period.

The consultant has to review the weir construction, embankment the drainage structure and entire whole project. Etc. The approval is to be accorded after getting compliance / required modification if any. Necessary charges for scrutiny of design and site visit if required have to be taken in the consideration.

- iii) **The Project management**, inspection of materials & Supervision of construction period is **“As per original work”**, which includes the contractor's mobilization period. You shall base your pricing on this duration but take into account the various items in the construction contract (e.g. work schedule and bill of quantities), the material and equipment to be used in the project shall have to be inspected at various vendor premises located anywhere in the country for which necessary traveling charges as well as lodging & boarding charges shall have to be taken in to consideration, which may affect the need for reduced/increased staff input during particular stages of works' execution. With regard to early or delayed completion,

refer to the Draft Contract Agreement.

- iv) a) The “Defects Correction Supervision” will be of duration of **30(Thirty) Months** from the date of issue of the certificate of substantial completion to the contractor. During this period,, permanent presence of your staff on site is not necessary. However, your Project Manager / field staff during contract management and Supervision of construction shall be on standby in your head (branch) office to be available for a site visit at any time on 24 hours’ notice by the client.
- b) **Post Construction Work will be of duration of two weeks and shall be used to ensure:**
- The removal of all material, plant, equipment and staff from the site by the contractor, agree with the Client and the contractor on all monies owed to or by the contractor, including the remaining retention money, and release all guarantees and securities in accordance with the provisions of the construction contract.
 - After clearing and grading up of the site by the contractor is complete, carry out all work required to finalize the construction contract administratively. For each phase of the works, you shall provide the costs of the following in your firm & fixed price bid.
- i) **Professional staff in head (branch) office:**
Professional staff for review & monitoring of project management, scrutiny of design, construction supervision and inspection of materials, machineries & equipment’s shall be adequately engaged. The head quarter of these professional staff shall be at **Navsari** for which the firm should set up the appropriate office. The firm and fixed price bid shall be all inclusive of salaries, social charges, overheads, charges for travel of staff from home to site and field allowances for boarding and lodging, etc. shall also be covered.
- ii) **Professional staff at site and at various other places**
Professional staff for construction supervision at site and inspection of materials, machineries & equipment’s at various places in the country as well as project contract management shall be provided.
The firm and fixed price bid shall be all inclusive of salaries, social charges, overheads, charges for travel of staff from home to site and field allowances for boarding and lodging, etc. shall also be covered.
- iii) **Transportation**
The bidding agency shall make adequate transportation facilities including running and maintenance, driver’s wages, charges and allowances, consumables and any other accountable and variables. This facility shall be available throughout the period of project implementation, defect liability and post project conditions. Arrangement for necessary transportation during emergencies shall have to be made during day as well as night times. These facilities shall also be considered while quoting firm and fixed price under this project management INSPECTING services including cost for visit outside Gujarat for inspection, testing of materials, machinery equipment etc. No actual expense of travel and lodging, boarding will be borne by Department.
- iv) **Site Office and equipment**
The firm and fixed price shall be all-inclusive for site office accommodation & equipment’s which shall cover, operation, running and maintenance, costs for document reproduction, communication, support staff like draughtsman, tracers, laborers, etc. and any other accountable and variables. Site office shall be provided by Contractor.
- v) **Other expenses (if any)**

- (a) Any expenses not covered anywhere in foregoing para but essential for effective, efficient project contract management shall be covered in your fixed & firm price bid.
- (b) All costs on lump sum fix price for all components shall be entered into the price bid. All rates and amounts are to be quoted in figures and in words. The rates in words shall be governing in the event of a discrepancy between figures and words.
- (d) All costs and rates quoted shall be fixed for the duration of the contract agreement, except as otherwise provided for therein.
- (e) Any costs not entered shall not be payable, except as otherwise provided for in the contract agreement.
- 5) The bidder has to submit Annexure Technical Proposal duly filled with required information regarding experience & turnover along with supporting PMC.

Section 4: Bid Data Sheet

A. General:

1. Name of the Assignment:

This PMC is for providing Project Management Consultancy Services for the Purna Tidal Regulator Project over River Purna in Navsari District in the State of Gujarat.

2. Style & Nature:

The PMC is of the style and nature of two cover bid System (in online format, preliminary stage, technical stage and financial stage) i.e. Technical Bid and Price Bid. Technical Bid to be opened and evaluated first for identifying and short listing significantly responsive qualified consultants for opening the Price Bid. No Joint Venture Consortium is permitted under this PMC

3. Submission of Bid:

No Joint Venture Consortium is permitted under this PMC. The PMC is on the Electronic Procurement System wherein the Technical Bid shall have to be uploaded by the Applicant Consultants electronically on e-tender website <https://www.nprocure.com>. All enclosures to the Technical Bid i.e. the forms attached with the PMC which are to be filled up by the Applicant Consultant shall also be uploaded on the e-tender website. Other related PMC can be scanned and uploaded electronically along with the Technical Bid. Also tender fee EMD and other requisites shall be submitted online.

Physical copy of the (1) tender fee, EMD and other requisite PMC, (2) Technical Bid along with all its enclosure in the form of a Bound Book shall be submitted separately as specified. The applicant consultant shall submit tender fee, EMD, company registration GST no, etc as listed as prerequisite in one sealed cover, clearly stating the same on cover and technical proposal hard copy in separate cover stating same on cover. Both these sealed covers shall be put in the single big cover, sealed and submitted at the address mentioned before due date bearing name of work on it.

The Financial Bid / Price Bid in the prescribed format along with the Financial Forms given in the PMC shall have to be so on the e-tender website only. No

physical copy of the Price Bid / Financial Bid and enclosures shall be submitted. Any such physical submission will lead to outright rejection of the Technical as well as Financial Bid / Price Bid.

4. Name of the Employer:

Narmada Water Resources & Kalpasar Department represented by the Secretary (Kalpasar) shall be the Employer. The Bid process shall be handled by the Superintending Engineer, Surat irrigation circle, Surat for and on behalf of NWRWS & Kalpasar Department.

The Superintending Engineer, Surat irrigation circle, Surat shall be the Engineer-in-charge for administration and management of the consultancy contract.

5. The Employer will provide the following inputs:

- i) The full certified copy of the EPC Contract to be awarded by the Employer to the selected EPC Contractor on conclusion of the bidding process for award of the EPC Contracts along with all the PMC and information contained therein shall be provided by the Employer to the selected PMC Consultant on award of the Consultancy Contract.
- ii) The selected EPC Contractor for and on behalf of the Employer shall submit all the detailed engineering designs, design calculations and drawings along with Good for Construction Drawings prepared by the EPC Contractor, to the selected PMC Consultant for his vetting and making recommendations to the Employer / Engineer in-charge for approval of the said designs and drawings.
- iii) The selected EPC Contractor for and on behalf of the Employer shall submit all the PMC, reports and other submissions required for design and construction of the Purna Tidal regulator Project to the selected PMC Consultant for his vetting and making recommendations to the Employer/Engineer in-charge for its approval.
- iv) Detailed project reports of the sub projects covered under the project
- v) Indicative designs, drawings and site survey and soil exploration data provided to the EPC contractor or collected by the EPC contractor, for detailed engineering design.

6. Undertaking:

The Applicant Consultant shall along with the Technical Proposal submit a duly notarized undertaking stating that the bidder is not debarred/blacklisted by the

Government of India / Indian State Governments / Public Sector Undertakings in the last five financial years (between the year 2017-18 to 2021-22). In case if the bidder was debarred / blacklisted, the details thereof shall be provided as a part of the undertaking.

B. Preparation of Proposals

7. Language:

The language for submission of the Technical Bid and the Financial / Price Bid in response to this PMC shall be English Only. Experience Certificates and other required PMC that are in any other language shall have to be translated in English by the bidder and make it duly notarized for submission along with the original PMC in other language.

8. Clarifications on the PMC:

The Clarifications may be requested on or before pre bid conference due date. Such clarification may be asked through email or through a letter addressed to :

Executive Engineer,
Drainage Division,
Sinchai Bhavan,
Near Parsi Hospital, Gandevi road,
Navsari-396445 (Phone: 02637-259143)
E mail- ddnavsari@gmail.com

9. Bid Validity:

The Technical Bid and the Financial / Price Bid shall have to be kept live and valid up to a period of 180 days from the last date of Online Submission of Tender document.

10. Details and PMC to be furnished along with Technical Bid:

- A- Bid Submission letter
- B- Copy of Latest Income Tax return, PAN and Income Tax ward where assessed and GST no.
- C- Copy of Company/ Firm
Registration Certificate C- Power of Attorney

E- **Tender fee-** Bidder shall pay tender fee Rs.1500 (Rs. OneThousand Five Hundred only) in form of Account payee Demand Draft payable at Vadodara drawn on any scheduled bank in favor of “Executive Engineer, Drainage Division,Navsari”. The tender fee shall not be refunded in anycase.

F- **Bid Security (Earnest Money Deposit)-**Rs.48490.00 (Rs.Forty Eight Thousand Four Hundred Ninty Only) with validity of 240 day.

The Bidder shall have to submit scanned copies of above PMC (A to F) electronically on website and physically also in a separate sealed envelope along with a separate cover of Technical proposal PMC, and both envelope in another big envelope with name of work on the envelope. Bidders will have to submit original DD of tender fee, FDR/BG for EMD & other document in one sealed envelope along with its zerox copies. The physical submission shall be made by RPAD/ Speed Post/Courier to reach the office of the “Executive Engineer,Drainage Division, SinchaiBhavan, Near Parsi Hospital, Gandevi road,Navsari-396445 (Phone: 02637-259143) E mail- ddnavsari@gmail.com”up to specified date & time. The Physical submission received after the specified date & time shall not be accepted.

11. Bid Security- EARNEST MONEY DEPOSIT(EMD):

Earnest Money Deposit (EMD) amounting to Rs.48,490.00 as mentioned below must reach by RPAD/ Speed Post/Courier in the office the Executive Engineer,Drainage Division,SinchaiBhavan,Near Parsi Hospital, Gandevi road,Navsari-396445 (Phone: 02637-259143)E mail- ddnavsari@gmail.com on due date specified in the tendernotice.

Tender without submission of Earnest Money Deposit shall be rejected as non responsive. If during tender validity period, the tenderer withdraws histender, the Earnest Money Deposit shall be forfeited and the tenderer may be disqualified from tendering for further works.

(A) The full amount of Earnest Money Deposit shall be in the favour of Executive Engineer, Drainage Division, Navsari) (Rs. 48490/- in form of FDR/NSC from Nationalized Bank/Scheduled Bank.

All Nationalized Banks including the Public Sector Bank-IDBI Bank / Rajkot NagarikSahakari Bank Ltd. / The Mehsana Urban Co-Operative Bank Ltd / The Surat District Co-Op. Bank / The Ahmadabad Mercantile Co-operative Bank Ltd. / NutanNagarikSahakari Bank Ltd. / The Kalupur Commercial Co-operative Bank Ltd. / SaurashtraGramin Bank / Baroda Gujarat Gramin Bank/RBL Bank / KarurVysya Bank / AXIS Bank / ICICI Bank / HDFC Bank/Kotak Mahindra Bank / IndusInd Bank / DCB Bank / FEDERAL Bank / YES Bank

(B) (i) Cheque shall not be accepted.

(ii) The Earnest Money Deposit shall be submitted in the office TheExecutive Engineer, Drainage Division, Navsari along

with Declaration Form by RPAD/ Speed Post/Courier Up to **18:00** hours on Up to Dt: 02/01/2023. It shall be valid for a period of not less than One Hundred Eighty(180) days from the last date of receipt of Tender in the first instance. The same may be extended by the tenderer for a further period of one hundred eighty (180) days, if required by NWRWS & KD.

Tenders without submission of Earnest Money Deposit shall be rejected as non-responsive. If during Tender validity period, the tenderer withdraws his Tender, the Earnest Money Deposit shall be forfeited and the tenderer may be disqualified from tendering for further works.

(iii) The Earnest Money Deposit will be returned promptly Tothe unsuccessful tenderers except first three lowest tenderers. TheEarnest Money Deposit will be returned to the first three lowest Tenderersafterfirst lowest tenderer furnishes Security Deposit for Performanceand duly enters into the contract.

(iv) Within ten (10) days from the date of issue of the letter accepting his Tender, the successful tenderer shall furnish the required Security Deposit for performance and additional security if any for unbalanced bids in accordance with the condition of the Contract andattend the office of the Engineer - In - Charge for execution of the Contract PMC. If he fails to furnish the Security Deposit for performanceor to execute the Contract for the work offered to him, his EMD shall be forfeited and the tenderer may be disqualified from tendering for further works.

(B) (i) Cheque shall not beaccepted.

(ii) It shall be valid for a period of not less than One Hundred Eighty(**180**) days from the last date of submission of online bid. The same may be extended by the tenderer for a further period of one hundred eighty (180) days, if required by NWRWS&KD. **Tenders without submission of Earnest Money Deposit shall be rejected asnon-responsive.**

(iii) The Earnest Money Deposit will be returned promptly to the unsuccessful bidders except first three highest ranked bids. The Earnest Money Deposit will be returned to the first three highest ranked bidders after the successful bidder furnishes Security Deposit for performance and duly enters into thecontract.The proposal without submission of Earnest Money Deposit shall be rejected as nonresponsive. If during the offer validity period, the bidder withdraws his Proposal, the Earnest Money Deposit shall be forfeited and the bidder may be disqualified from tendering for furtherworks.

Section 5: Eligibility & Qualification Criteria

As per Section – 9 Technical proposal compulsory fill up the below form

- FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM
- FORM TECH-2: CONSULTANT’S ORGANIZATION AND EXPERIENCE
 - A - Consultant’s Organization
 - B- Statement of Legal Capacity
 - C- Consultant’s Experience in Similar TPI/PMC Assignments:
- FORM TECH-3: COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE NWRWS & KDEPARTMENT
 - A - On the Terms of Reference
- FORM TECH-4: DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT
- FORM TECH-5: TEAM COMPOSITION & TASK ASSIGNMENTS
- FORM TECH-6: CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF
- FORM TECH-7: STAFFING SCHEDULE TIME SCHEDULE FOR PROFESSIONAL PERSONNEL (to be submitted online and in physical)
- FORM TECH-8: WORKSCHEDULE ACTIVITY (WORK) SCHEDULE (to be submitted online and in physical)
- FORM TECH-9: POWER OF ATTORNEY
- FORM TECH-10- DEFECT CORRECTION PERIOD (to be submitted online and in physical)
- FORM TECH 11 - Completion and Submission of Reports (to be submitted online and in physical)

As per Section – 10 Financial Proposal compulsory fill up the below form

- Form FIN-1. Financial Proposal Submission Form
- Form FIN-2. Summary of Lump sum Costs
- Form FIN-3. Breakdown of Lump sum Costs Components
- Form FIN-4. Breakdown of Remuneration of staff included in Lump Sum Cost
- Form FIN-5. Breakdown of expenses included in the Lump Sum Cost Form
- Form FIN-6. Payment Schedule

Section 6: Terms of Reference

1. Project:

NWRWS & K DEPARTMENT intends to appoint Project Management Consultants (Quality & Cost Based) for ENGINEERING, PROCUREMENT AND CONSTRUCTION (EPC) WORK FOR CONSTRUCTION OF PURNA TIDAL REGULATOR PROJECT, BANK PROTECTION ON BOTH SIDE OF RIVER AND ASSOCIATED WORKS ACROSS RIVER PURNA NEAR VILLAGES VIRAVAL- KASBAPAR, TA. & DIST. NAVSARI District in the State of Gujarat - India.

The Project Management Consultant shall be responsible to provide Project Management Consultancy including administration and management of the EPC Contract for the project components as specified in details in Section 2: Project Description of this PMC and also in full compliance to the Work Specifications, General Conditions of Contract, Special Conditions of Contract and other provisions contained in the EPC Contract that may be awarded by the NWRWS & K DEPARTMENT to an EPC Contractor.

The Project Management Consultant shall act as the Engineer's representative for administration and management of the EPC Contract.

The Contract period for providing the services shall be (Twenty Four months) which may be extended as per requirement under mutual agreement.

2. Overall Scope of Services to Be Provided By the Consultant:

The Project Management Consultant shall provide the following Project Management services to NWRWS & K DEPARTMENT:

- 2.1 Project Management Plan (PMP): Within 30 days from the Notice to Proceed with PM/CM services, the PM/CM shall prepare a PMP that will set the framework and structure for all project activities including but not limited to:

- Project Administration:
 - Project Directory/Organization Charts
 - Roles and Responsibilities/Communications Matrix
 - Correspondence/Reports/Meetings
 - Design Engineering and Drawings: Cost, Budget and Quality
 - Quality Assurance Management
 - Construction Management: Cost, Budget and Quality including bill checking, measurement checking and payment
 - Progress management
 - Testing Procedures
 - Plan for Commissioning
 - Completion and Handing Over
 - EPC Contract administration, Management, Examination & Evaluation of contractual issues, interpretation of Contract, disputes and making recommendations to the Employer for Resolution.
- 2.2 Prepare a Project Procedures Manual to encompass all project activities through design, construction and handing over
- 2.3 Obtain and validate EPC detailed construction schedule
- 2.4 Monitor and Manage Contractor's adherence to the Schedule
- 2.5 Obtain schedule recovery plans from the EPC contractor in case of schedule slippage
- 2.6 To examine, evaluate and vet the engineering designs, drawings, calculations that are submitted by the EPC contractor and make recommendations to NWRWS & K DEPARTMENT for its approval. The PMC shall make such recommendations to Superintending Engineer, Surat Irrigation circle, Surat for approval of the designs, drawings and other related PMC submitted by the EPC Contractor for Project Construction and implementation. NWRWS & K DEPARTMENT has appointed CWC/ITI as its Engineering Consultant for the Project and CWC/ITI shall act as a Proof Consultant.
- 2.7 Supervise the construction of all the components of the Purna Tidal Regulator Project as per the approved drawings, designs, work specifications, Conditions of Contract (General and Special) on day-to-day basis and ensure that the EPC Contractor constructs the Project in

compliance to the Quality Assurance Plan duly approved by the Engineer-in-charge.

- 2.8 Provide **Project Monitoring Services** by adopting the standard project management tools like Microsoft Project and other appropriate software with a view to ensure time and cost control. The Consultant shall identify the critical activities, delay matrix and recommend corrective actions both to the EPC Contractor and NWRWS & KDEPARTMENT.
- 2.9 Ensure quality control for the works that are designed and being constructed by the EPC Contractor as per the work specifications contained in the contract PMC, relevant BIS codes including its latest versions, other relevant codes and standard engineering practices.
- 2.10 Bill checking, measurements, its checking and payment recommendation of bills for payment.
- 2.11 EPC Contractor approve the design and they run on modal study that all follow and responsibility would be done by contract PMC. And which design approved by Modal & CWC then after contract PMC check the detail design given by EPC contractor and submit to the department. And final design approved then the contract PMC the responsibility started over supervision on the project, qualitative work, testing checking, billing, any dispute and department given the any work..

3. *Detailed Scope of Work for the Project Management Consultant:*

- 3.1 Study the general and technical specifications that are provided by NWRWS & K DEPARTMENT as a part of the EPC contract PMC, indicative designs and drawings of various components for the Project under the contract.
- 3.2 Review the EPC Contractor's detailed work program, method statement for construction and commissioning, availability and adequacy of construction machinery in accordance with the provisions contained in the work specifications / general conditions of contract / Special Conditions of Contract and recommendation to Superintending Engineer, SIC, Surat. For approval of design drawings and other all related PMC.
- 3.3 Initial ground levels shall be jointly taken by the authorized representative of the EPC Contractor, PMC and the Engineer-in-charge of NWRWS & K

DEPARTMENT. The consultant shall check and verify the benchmarks, governing ground levels and data relating to the site and its interface with the designs and drawings submitted by the EPC Contractor for implementation and give an expert opinion with regard to reaching a solution in case if there are significant variations in these levels and data.

- 3.4 Check and evaluate the EPC Contractor's mobilization on site with respect to tools, plants and machinery related to the project construction as per the provisions of the contract and assist the Engineer-in-charge for granting permission to start the work.
- 3.5 Inspect the equipment / machineries / tools and plants brought by the EPC Contractor on site for deployment on the works so as to determine their suitability, acceptability and performance requirements on site within the framework of the work specifications and the conditions of the contract.
- 3.6 Review and recommend to the Engineer-in-charge approval of the EPC contractor's detailed Quality Assurance Program (QAP) in accordance with contract provision.
- 3.7 Review the suitability of sources of materials and their quality on the basis of inspection, test results, manufacturer's certificates.
- 3.8 To set out on the ground the alignment of the Barrage and location of its components and other works on the basis of the approved longitudinal sections, alignment and location plans as per the drawings approved by the Employer and adopting the Standard Engineering Practices based on the dimensions and data provided in the approved construction drawings.
- 3.9 Examine and check the flow chart of earth work every month and ensure that all the quantity of useful soil / rock is utilized on field and borrow area quantity should be minimum with minimum lead. Any discrepancy and any irregularity found in flow chart of the soil will be immediately reported to the engineer-in-charge.
- 3.10 The Consultant will witness EPC Contractor's concrete mix design and ensure that cement content should be as per requirement for various grade of concrete prescribed as per IS 456-2000. Required suggestions shall be made if any rectification in mix design is required to EIC.
- 3.11 The Consultant will witness all the tests of materials procured and works being carried out by the EPC Contractor as per QAP for quality control in

accordance with construction contract specifications. The PMC shall be given access to the laboratory established by the selected EPC Contractor at the Project Site for witnessing / undertaking tests of materials and works as may be required. PMC shall have full access to witness / supervise all the tests in EPC Contractor's laboratory during contract implementation period.

Team Leader shall have to attend site inspections and progress review meetings with the higher officer etc. of department whenever required. The Team Leader shall have to inspect site at-least minimum twice a month till completion of project. The Resident Engineer shall have overall control of site work and shall remain present full time during work.

The Resident Engineer shall ensure quality control of material used in site and shall maintain all measurements and records.

- 3.12 The EPC shall undertake random representative sample checks minimum 10% frequency of tender specification (in addition to the mentioned above), independently for quality control in presence of representative of EPC Contractor and EIC. For other special tests the EPC may use laboratories of GERI / Government Polytechnic/ Government Engineering colleges/ Government approved Laboratories for performing Conformity Tests which is better suited for timely quality control of work in presence of representative of PMC& EIC. The cost of establishing such laboratory and cost of testing and O&M of laboratory shall be borne by the EPC. No separate payment shall be made for these. The lump sum quoted price shall include all such expenditure
- 3.13 PMC will witness calibration of testing equipment of EPC Contractor as per standard frequency specified in relevant BIS / specification. The PMC shall also witness and inspect the Calibration of the Computerized Batching and Mixing Plants regularly and report any discrepancy to the EIC.
- 3.14 Moreover, PMC will check and certified all the records required to be maintained as per quality assurance program of EPC Contractor periodically. Specifically PMC will check and certified cement consumption register with physical balance of cement every fifteen days and if found any discrepancy, immediately report to EIC and also incorporate in his monthly report.

- 3.15 PMC will review curing arrangement for concrete works and will ensure profuse curing is done in accordance with EPC Contract specifications / relevant BIS specifications and Standard Engineering Practices.
- 3.16 PMC will ensure a system for the quality assurance of the works. The system of control of quality of materials and completed works shall also include sampling methods and criteria and acceptance criteria. The sampling methods and the acceptance criteria shall be based on contract PMC, and the recommendations of the relevant latest IS codes, NWRWS & K DEPARTMENT's quality manual and other relevant publications and international practices.
- 3.17 PMC shall also furnish the summary of QC test results of all material of construction in each activity of work and O.K. cards as per approval by the NWRWS & K DEPARTMENT and furnish a QC certificate (regarding quality of material, workmanship and performance) and issue no objection certificate for payment along with EPC Contractors each invoice (R.A.bill).
- 3.18 PMC shall supervise the works that are executed by the EPC Contractor on a day-to-day (24 x 7) basis through a team of site engineers and ensure that all the works are executed as per the specifications and in consonance with the quality assurance plan approved by the NWRWS & K DEPARTMENT. Any deficiencies and defects in quality shall be reported to the EIC with a report on actions to be taken for immediate compliance.
- The Team Leader shall visit the work site personally from time to time for ascertaining that the work is being carried out satisfactorily and also for studying the problems on the spot and giving necessary clarifications and directions in consultation with Engineer in Charge.**
- 3.19 PMC shall check and approve the reinforcement bar bending schedules given by the EPC Contractor as per the designs and drawings approved by the NWRWS & K DEPARTMENT and recommend its acceptance. Concreting shall be allowed by the consultant only after the bar bending schedules and the resultant reinforcement placed in the structure is approved.
- 3.20 PMC shall check the test reports provided by the EPC Contractor for the cement / steel / equipment / gates that are provided by the EPC Contractor and shall also collect representative samples for second level testing in a laboratory set up by the PMC at the site or through a laboratory as may be approved by the EIC of NWRWS & K DEPARTMENT.

The Resident Engineer available at site shall receive instructions on behalf of the consultants which may be given from time to time either by the Deptt. Or the InspectingOfficers.

- 3.21 To facilitate advance planning of inspection in addition to giving Inspection notice, the EPC Contractor shall furnish monthly inspection program indicating schedule dates of inspection at customer hold points and final inspection stages. Updated quarterly inspection plan will be made for each three consecutive months and shall be furnished before beginning of each calendar month.

The PMC shall ensure that the contractor attends all observations made during the periodic visits by various inspecting officers about the quality of work.

- 3.22 If PMC considers any items of works as substandard or unacceptable, PMC shall inform EIC and the EPC Contractor for any rectification / replacement required in writing immediately with full justification thereof with all support data.

Any approval/concurrence by the client to consultant's instructions, preliminary or detailed engineering design, drawings and estimates shall in no way absolve the consultant to ensure sound construction and performance as per the specification of the scheme as a whole. The appointment of any engineering staff by the department at the site of the work shall not in any way diminish the responsibility of the consultants in this respect.

- 3.23 To prepare monthly reports of the works, fully describing the progress of the works and the indicating also the problem areas and actions required to overcome them by the relevant authority.

- 3.24 Each quality aspect shall be reported item-wise as a summary report monthly or as specified by EIC to the NWRWS & K DEPARTMENT.

The PMC shall undertake preparation of Operation and Maintenance Manual in respect of contracted work and further advise the department by periodical (minimum four inspection) inspection during another one year on operation and maintenance requirement, after completion of time limit of PMC contract i.e in present scenario it will be for two years of DLP of EPC contract.

The PMC shall not have any objection to the works being inspected by any other agency appointed by the department for inspection of the same.

- 3.25 Technical and Contractual issues may crop up during the execution and

performance of the EPC Contract by the EPC Contractor appointed by the NWRWS & K DEPARTMENT. The PMC as a part of its scope shall examine and evaluate all such Technical and Contractual issues that may crop up, analyze the issues through interpretation of the Terms of Contract as well as the works specifications and make appropriate recommendations for resolution of such issues. As a part of PMC's responsibility to administer and manage the Contract, PMC shall also examine and evaluate the contractual disputes that may arise during the execution and performance of the EPC Contract and give TechnoLegal Opinion to the NWRWS & K DEPARTMENT for resolution of such disputes.

4. *Project Control, Review & Coordination Meeting*

4.1 Project Control and Review

- a) The Team Leader (Project Control) shall be fully responsible for Time and Cost control, execution of works as per the approved Project Schedule on day-to-day basis and reaching solutions to the issues that may affect the Time Schedule of the Project in close coordination with the Team Leader and the NWRWS & K DEPARTMENT.
- b) Monthly review and coordination meetings with the PMC's team leader and expert / specialist team members and representative of EPC Contractor shall be held with the Chief Engineer / Superintending Engineer – NWRWS & K DEPARTMENT who is in-charge of the Project EIC in order to apprise the implementation of progress of the assignment. All the suggestions / comments by the NWRWS & K DEPARTMENT team / EIC during the meeting shall be incorporated and PMC shall ensure implementation on site through the EPC Contractor.

- 4.2 A) A Quarterly review and co-ordination meeting with PMC's team leader & expert specialist team members and EPC Contractor shall be held with the Chief Engineer / Superintending Engineer NWRWS & K DEPARTMENT in-charge of the Project, the Quality Control Department and other senior management of NWRWS & K DEPARTMENT at Gandhinagar in order to apprise the implementation and progress of the assignment. During the meeting PMC shall also provide a video recording encompassing all major components of the project and appraise about the program during the quarter through

a) Microsoft Power Point / Multimedia presentation. All the suggestions/comments that are made during such meetings shall be implemented by PMC and EPC Contractor.

B) Team leader shall make presentation to higher officers at Gandhinagar regarding project progress and review of project with all details by using latest project monitoring tools/software/digital modeling etc. as and when asked.

4.3 Reporting Requirements and Deliverables:

Following reports are required to be submitted to the EIC/Superintending Engineer / Chief Engineer:

Sr.	Particulars	Submission time after commencement
1	Daily progress report	Everyday
2	Inspection report	Fortnightly
3	Quality assurance plan of consultant	Fortnightly
4	Progress reports	<ul style="list-style-type: none"> • Weekly on every Monday • Monthly by every 5th day of the Month or date prescribed by NWRWS & KD • Quarterly within the first week of the commencement of the next quarter
5	Final structure-wise item wise quality certificates	Within one month after work completion.

- a) Inspection report shall be inclusive of details regarding the finalized work schedule and tasks to be performed, finalized staff and officers to be deputed by PMC for the assignment including necessary arrangements made available by PMC for commencement of the project.
- b) The quality assurance plan of consultant for the entire project shall cover type and nature of QC tests to be conducted, place of testing acceptance criteria, frequency of tests, standard observation sheets and documentation based on approved construction tender PMC.
- c) Monthly progress reports shall be inclusive mentioning of the activities in progress and major issues including Quality Control tests required to be performed and actual performed and the observations of PMC's engineers.
- d) Quarterly progress reports shall be covering summary of progress and quality checks (activity-wise for each works), results of audits and notes

including remedial measures suggested and non- conformance reports and their disposal.

- e) Certificates regarding quality of work executed for each activity of work for all individual structures items.
- f) PMC is expected to have site visits as per requirement but not less than four site visits to the Project each at the end of the Quarter or as per after submission of the Final Reports / Bill which will be after the completion of the EPC Contract to the Superintending Engineer and prepare an Inspection Report on visits for period of next one year.

To prepare comprehensive check lists for each item of work and guidelines for quality control /quality assurance operations. The PMC shall prepare check-list for each item before execution and copy of the same shall be sent to department duly signed.

a	Material, Equipment's, workmanship and end products	Type of tests and frequency at source and at site as applicable.
b	Degree of quality control Measures	Acceptability criteria as per tender specifications
c	Quality Checks	Rectifications / corrective actions , surveillance, review, technical appraisal performance
d	Records, reporting & Documentation	Formats for records keeping, reporting and analyzing.

The PMC shall monitor the progress by using modern methods of control such as computerized CPM and submission of progress reports of work executed weekly.

The PMC shall prepare draft minutes of meeting for the progress review meeting and submit the same in soft and hard copy to Deptt. Both financial and physical progress reports with reference to prefixed targets will be prepared. Constant review of progress within prescribed time and cost parameters will have to be done by the Team Leader who will also suggest improvements from time to time.

5. Measurement of Works:

- 5.1 PMC shall record the detailed measurements of the works including the consumption of cement, steel and other materials in the works and shall submit such record duly signed by PMC's Team Leader to the EIC every month or as per submission of R.A bills whichever is earlier.

- 5.2 PMC and the EIC shall jointly sign the test reports, inspection reports and material consumption reports on a regular basis.

6. *Verification and Certification of Bills:*

- 6.1 PMC shall check, verify, modify the running bills and final bill submitted by the EPC Contractor and certify the bill under the signature of PMC's Team Leader on a monthly basis along with necessary recommendations relating to part payments, reduce payments, Change of Scope, excess and savings account, etc. as per the provisions of the Contract and Standard Engineering Practices.

The contractor shall submit bill to the PMC for checking for verification, scrutinization etc. The PMC shall check, scrutinize and certify that the work measured and recommended for payment are fully consistent with the type, quality and specifications prescribed in the agreement entered into with the contractor(s). In the matter of approving such bills, the PMC shall conform to the rules and instructions issued by the Department from time to time. The PMC shall be deemed to guarantee the correctness scrutinized, checked or issued by them, as to the quality control of the work concerned. The Department or its authorized representative(s) may also check a certain percentage of the measurements or complete measurement and bill as felt necessary as per instructions issued by the department from time to time.

The PMC shall supervise the work and check measurement of hidden items to be done jointly by the PMC's staff in the presence of the contractor or his authorized representative before execution of such items of work. The PMC shall affix his signature as a token of their check.

PMC shall check and verify spot levels before and during work of area to be maintained.

- 6.2 PMC shall either certify or return the bill for modification to the construction EPC Contractor within 10 days from the date of its submission by the EPC Contractor.
- 6.3 PMC shall scrutinize the final bill submitted by the EPC Contractor and either certify the same or return it to the EPC Contractor for modification within 30

days from the date of its submission by the EPC Contractor.

- 6.4 In case of the technical field problems that may arise during execution of the works, PMC shall analyze these problems and recommend necessary corrective actions.

7. *Safety Arrangements:*

- 7.1 PMC will ensure that the safety arrangements for works, property, personnel and the public at large are provided and maintained by the EPC Contractor during the period of the construction and suggest remedial measures if required in accordance with the contract provisions.

8. *Project Completion Report:*

- 8.1 PMC shall, on completion of the works prepare a detailed Project Completion Report (PCR) along with a Project Completion Certificate of work under EPC contract. The PCR will also highlight the critical situations faced in the project implementation, project outputs and lessons learned leading to Post Project Appraisal.
- 8.2 PMC will supervise and monitor the final commissioning of the Barrage Project, its structures, gates and electromechanical parts of structures and issue a certificate declaring successful commissioning of the project.
- 8.3 PMC will also prepare a Certificate of Taking Over the works by NWRWS & K DEPARTMENT from the EPC Contractor and also a document on its re-handing over to the construction EPC Contractor for O & M. **Department reserves the right to relieve the Project Management PMC from the consultancy at any stage of the work by giving one- month prior notice. In which case due fees shall be paid in proportion of the work completed at such stage.**

If the construction work is not completed within the stipulated time as per the contract agreement, the department reserves the right limit of to extend time further on terms as agreed upon then by both the parties. The PMC shall not claim extra fees for the increase in cost due to extra items or extra work within Schedule Time or extended time limit of EPC contract.

9. *Management of Disputes:*

In case of disputes relating to interpretation of specifications, general conditions of contract, conditions of particular applications, work specifications as well as the billing by the EPC Contractor and payment by NWRWS & K DEPARTMENT, PMC shall prepare necessary brief with required documentation for consideration at the level of the Dispute Resolution Board, if invoked by the EPC Contractor, and make presentations before the DRB for and on behalf of the NWRWS & K DEPARTMENT.

10. *Consultant's Key Professional and Support Staff:*

PMC shall deploy and put in place on site the following key professionals all throughout the Contract Period. The key professionals proposed by the PMC in his Technical Proposal shall not be changed / replaced at least for a period of 12 months from the date of award of Consultancy Contract / Deployment of the Key Professionals. Replacement of the Key Professionals shall be subject to approval of the NWRWS & K DEPARTMENT on specific and justifiable grounds supported by evidences. Replacement shall be by Professionals with equivalent or higher qualifications and experience specified here under: The qualification and experience requirement for each of the professionals listed in the table below are mandatory. Professionals not having the stated qualifications and experience (number of years) shall not be accepted and considered for evaluation and further Award of Contract.

- 1) Civil Engineer (Degree Holder) -2Nos
- 2) Structural Engineer- 1 Nos
- 3) Civil Engineer (Diploma Holder) - 2 Nos.
- 4) Mechanical Engineer (Degree Holder) -1Nos
- 5) Technical Assistant /Diploma/ITI – 3 Nos.
- 6) Geologist– 1 Nos
- 7) Surveyor – 5 Nos
- 8) Account Clerk-2 Nos
- 9) Computer Operator-2 Nos

PMC will provide the details of the support staff to be deployed for the assignment.

11. *Consultant's Office and laboratory:*

PMC shall establish a Project Office at a suitable location at or very near to the Project Site for efficient and coordinated performance of its Services. All the Key Personnel shall be deployed at this office during the Contract Period and as specified in the Staffing Schedule forming part of the Agreement. The authorized officials of the NWRWS & K DEPARTMENT may visit PMC's Project Office any time during office hours for inspection and interaction with PMC's Personnel.

PMC shall mobilize and demobilize its Professional Personnel and Support Personnel with the concurrence of the NWRWS & K DEPARTMENT and shall maintain the time sheet/ attendance sheet of the working of all Personnel in the Project Office. These time sheets/ attendance sheets shall be made available to the NWRWS & K DEPARTMENT as and when asked for and a copy of such record shall be submitted to the NWRWS & K DEPARTMENT at the end of each calendar month.

Section 7: General Conditions of Contract

1. General Provisions

1.1. Definitions

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

- a “Applicable Law” means the laws and any other instruments having the force of law in India and State of Gujarat.
- b “NWRWS&K DEPARTMENT” means the Narmada, Water Resources, Water Supply & Kalpasar Department, a Govt. of Gujarat undertaking, Gandhinagar.
- c “PMC” means the Project Management Consultant selected and appointed by the NWRWS&K DEPARTMENT that will provide Project Management Services for the Purna Tidal Regulator Project in the District of Navsari, in the State of Gujarat.
- d “Contract” means the Contract signed by and between NWRWS&K DEPARTMENT and the PMC as Parties to the Contract and all the attached PMC listed under General Conditions (GC), the Special Conditions (SC), and the Appendices.
- e “Day” means calendar day.
- f “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC2.1.
- g “Foreign Currency” means any currency other than the Indian currency.
- h “GC” means these General Conditions of Contract.
- i “Government” means the Government of Gujarat /India.
- j “Local Currency” means the currency of the Indian Rupees.
- k “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.
- l “Party” means the NWRWS&K DEPARTMENT or PMC, as the case may be, and “Parties” means both of them.

- m “Personnel” means professionals and support staff provided by the PMC or by any Sub-Consultants and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside India; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile within India; and “Key Personnel” means the Personnel required and deployed by the PMC for providing services as referred to in Clause GC4.2(a).
- n “Reimbursable expenses” means all assignment-related costs other than Consultant’s remuneration.
- o “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
- p “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- q “Sub-Consultants” means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- r “Third Party” means any person or entity other than the Government of Gujarat, NWRWS&K DEPARTMENT, PMC or a Sub-Consultant.
- s “In writing” means communicated in written form with proof of receipt.

1.2. Relationship between the Parties

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

1.3. Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Indian Law including the laws enacted and put in place by the State of Gujarat.

1.4. Language

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

1.5. Headings

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

1.6. Notices

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

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

1.7. Location

The Services shall be performed at the site of construction of the Purna Tidal Regulator Project and its components in the district of Navsari in the State of Gujarat as well as the headquarters of NWRWS&K DEPARTMENT at Gandhinagar as per requirement.

1.8. Authority of Member inCharge

NWRWS&K DEPARTMENT will not permit a joint venture consortium or association of consultants to participate in this biddingprocess.

1.9. AuthorizedRepresentatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the NWRWS&K DEPARTMENT or TPI/PMC may be taken or executed by the official's specifiedhereunder.

The Authorized Representativesare: For the NWRWS & KDEPARTMENT:

Superintending Engineer, **Surat irrigation circle,surat**

For PMC: The Team Leader deployed under theContract

1.10. Taxes andDuties

TPI/PMC,Sub-Consultants, and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Law under the existing, amended or enacted laws during life of this contract and the NWRWS & K DEPARTMENT shall perform such duties in regard to the deduction of such tax

as may be lawfully imposed. The amount of which is deemed to have been included in the ContractPrice.

1.11. Fraud andCorruption

1.11.1 Definitions

It is the NWRWS&K DEPARTMENT's policy to observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the NWRWS&K DEPARTMENTdefines:

- i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contractexecution;
- ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- iii) "collusive practices" means a scheme or arrangement between two or more consultants, with or without the knowledge of the Borrower, designed to establish prices at artificial, noncompetitivelevels;
- iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of acontract;

1.11.2 Measures to betaken

- (a) NWRWS&K DEPARTMENT will cancel and terminate the contract if it determines that representatives of PMC were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of thatcontract.
- (b) will sanction a Consultant, including declaring PMC ineligible either indefinitely or for a stated period of time, to be awarded a NWRWS&K DEPARTMENT-financed contract if it at any time determines that PMC has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a NWRWS&K DEPARTMENT-financed contract;

1.11.3 Commissions andFees

Will require the successful Consultants to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or

commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. *Commencement, Completion, Modification & Termination of Contract*

2.1. Effectiveness of Contract

This Contract shall come into force and effect on the date (the “Effective Date”) of the NWRWS&K DEPARTMENT’s notice to PMC instructing PMC to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, listed below have been met.

- [a] NWRWS & K DEPARTMENT’s approval of PMC’s proposals for appointment of specified key professionals;
- [b] Effectiveness of the project for which the assignment is sought for
- (c) PMC has to provide services for the period of construction specified in the EPC contracts awarded to the construction contractors (24 months from the date of award). In case if, these EPC construction contracts are extended beyond the specified period, PMC’s contract (this contract) will also be extended on mutual agreement. During the extended period, PMC shall provide the services and deploy his staff as per mutual agreement. During this period, PMC’s price will be increased by adding 8% per annum of the total lump sum price as per the accepted financial proposal (only for the period of extension beyond 30 months contract period).

2.2. Commencement of Services

PMC shall begin carrying out the Services not later than the 30 days after the Effective Date.

2.3. Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in Clause GC 2.1 hereof.

2.4. Entire Agreement

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

2.5. Modifications or Variations

- a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- b) In cases of substantial modifications or variations, the prior written consent of the NWRWS&K DEPARTMENT is required.

2.6. Force Majeure

2.6.1 Definition

- (a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other

adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a consultant or such Sub-Consultants or agents or employees, nor (ii) any event which a diligent consultant could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

2.6.2 *No Breach of Contract*

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

2.6.3 *Measures to be taken*

- (a) A Consultant affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (b) A Consultant affected by an event of Force Majeure shall notify the NWRWS&K DEPARTMENT of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- (c) Any period within which a Consultant shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Consultant was unable to perform such action as a result of Force Majeure.
- (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, PMC, upon instructions by the NWRWS&K DEPARTMENT, shall either:
 - (i) demobilize, in which case PMC shall be reimbursed for additional

- costs they reasonably and necessarily incurred, and, if required by the NWRWS&K DEPARTMENT, in reactivating the Services; or
- (ii) Continue with the Services to the extent possible, in which case TPI/PMC shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- (e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC8.

2.7. Suspension

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

2.8. Termination

2.8.1 By the NWRWS&K DEPARTMENT

The NWRWS&K DEPARTMENT may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause GC 2.9.1. In such an occurrence the NWRWS&K DEPARTMENT shall give a not less than thirty (30) days' written notice of termination to PMCs, and sixty (60) days' in case of the event referred to in (g).

- (a) If PMC fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the NWRWS&K DEPARTMENT may have subsequently approved in writing.
- (b) If PMC becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership

whether compulsory or voluntary.

- (c) If PMC fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- (d) If PMC, in the judgment of the NWRWS&K DEPARTMENT, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (e) If PMC submits to the NWRWS&K DEPARTMENT a false statement which has a material effect on the rights, obligations or interests of the NWRWS&K DEPARTMENT.
- (f) If, as the result of Force Majeure, PMC is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (g) If the NWRWS&K DEPARTMENT, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.8.2 Cessation of Rights and Obligations

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

2.8.3 Cessation of Services

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

PMC prepared by PMC and equipment and materials furnished by the NWRWS&K DEPARTMENT, PMC shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

2.8.4 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the NWRWS&K DEPARTMENT shall make the following payments to PMC:

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

2.8.5 Disputes about Events of Termination

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

3. Obligations of PMC

3.1 General

3.1.1 Standard of Performance

PMC shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with the Terms of Reference as well as generally accepted professional standards and practices, and shall observe sound

management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. PMC shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the NWRWS&K DEPARTMENT, and shall at all times support and safeguard the NWRWS&K DEPARTMENT's legitimate interests in any dealings with contractors, Sub-Consultants or ThirdParties.

3.12 Law GoverningServices

PMC 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 PMC and any Sub-Consultants, comply with the Applicable Law. The NWRWS&K DEPARTMENT shall notify PMCin writing of relevant local customs, and PMC shall, after such notification, respect suchcustoms.

3.2 Conflict ofInterests

PMC shall hold the NWRWS&K DEPARTMENT's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporateinterests.

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

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

DEPARTMENT. Any discounts or commissions obtained by PMC in the exercise of such procurement responsibility shall be for the account of the NWRWS&K DEPARTMENT.

3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project

PMC agrees that, during the term of this Contract and after its termination, PMC and any entity affiliated with PMC, as well as any Sub- Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to PMC's Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities

PMC shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality

Except with the prior written consent of the NWRWS&K DEPARTMENT, PMC and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall PMC and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Liability of the Consultant

Subject to provisions, set forth as under, PMCs' liability under this Contract shall be provided by the Applicable Law.

Limitation of PMCs' Liability towards the NWRWS & K DEPARTMENT

- (a) Except in case of gross negligence or willful misconduct on the part of PMCs or on the part of any person or firm acting on behalf of PMCs in carrying out the Services, PMCs, with respect to damage caused by PMCs to the NWRWS & K DEPARTMENT's property, shall not be liable to the NWRWS & K DEPARTMENT:
 - (i) for any indirect or consequential loss or damage and
 - (ii) for any direct loss or damage that exceeds the value of the lump sum fee accepted under the consultancy contract.

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

3.5 Insurance to be taken out by PMC

PMC

(i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the NWRWS&K DEPARTMENT, insurance against the risks, and for the coverage as follows:

- (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in Gujarat / India by PMC or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage as per Motor Vehicles Act 1988.
- (b) Third Party liability insurance, with a minimum coverage of *INR 5 lakhs*.
- (c) professional liability insurance, with a minimum coverage equivalent to the total amount of lump sum fees to be paid by the NWRWS & K DEPARTMENT to PMC
- (d) employer's liability and workers' compensation insurance in respect of the Personnel of PMC and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
- (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) PMC's property used in the performance of the Services, and (iii) any PMC prepared by PMC in the performance of the Services., and

(ii) at the NWRWS&K DEPARTMENT's request, shall provide evidence to the NWRWS&K DEPARTMENT showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.6 Accounting, Inspection and Auditing

PMC

- (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and
- (ii) shall periodically permit the NWRWS&K DEPARTMENT or its designated representative and/or the NWRWS&K DEPARTMENT, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the NWRWS&K DEPARTMENT or the NWRWS&K DEPARTMENT, if so required by the NWRWS&K DEPARTMENT or the NWRWS&K DEPARTMENT as the case maybe.

3.7 Consultant's Actions Requiring NWRWS&K DEPARTMENT's Prior Approval

PMC shall obtain the NWRWS&K DEPARTMENT's prior approval in writing before taking any of the following actions:

- (a) The PMC shall not replace the key professionals listed in its Technical Proposal as approved by the NWRWS&K DEPARTMENT for a period of 12 months from the date of Award of Consultancy Contract. Any change replacement or addition to the Personnel listed as key professionals under the Terms of Reference shall be subject to prior approval of the NWRWS&K DEPARTMENT on justifiable grounds supported by evidences. **In case of every change / replacement of a key professional identified and stated in the Technical Proposal as a part of the "Manpower Deployment Schedule", the accepted lump sum consultancy fee shall be reduced by 5% of the total fee to be paid by NWRWS&K DEPARTMENT**
- (b) Subcontracts: The selected PMC shall not assign or subcontracting of the activities as per the Terms of Reference to any sub consultant / subcontractor. Appointment of a sub consultant is totally barred. In

special circumstances, based on justifiable evidences, NWRWS&K DEPARTMENT may its sole discretion permit subcontracting of any part of the assignment as per the Terms of Reference. Notwithstanding such permission, PMC shall retain full responsibility for the Services. In the event that any Sub-Consultant, appointed under special circumstances under approval as aforesaid is found by the NWRWS&K DEPARTMENT to be incompetent or incapable in discharging assigned duties, the NWRWS&K DEPARTMENT may request PMC to provide a replacement, with qualifications and experience acceptable to the NWRWS&K DEPARTMENT, or to resume the performance of the Services itself.

- (c) Any other action under a civil works contract designating PMC as “Engineer”, for which action, pursuant to such civil works contract, the written approval of the NWRWS & K DEPARTMENT as “Employer” is required

3.8 Reporting Obligations

PMC shall submit to the NWRWS&K DEPARTMENT the reports and PMC specified in the Terms of Reference, in the form, in the numbers and within the time periods set forth in the said Terms of Reference. Final reports shall be delivered in soft copy in addition to the hard copies specified in said Terms of Reference.

3.9 PMC Prepared by PMC to be the Property of the NWRWS&K DEPARTMENT

All plans, drawings, specifications, designs, reports, other PMC and software prepared by PMC for the NWRWS&K DEPARTMENT under this Contract shall become and remain the property of the NWRWS&K DEPARTMENT, and PMC shall, not later than upon termination or expiration of this Contract, deliver all such PMC to the NWRWS&K DEPARTMENT, together with a detailed inventory thereof. PMC may retain a copy of such PMC and software, and use such software for their own use with prior written approval of the NWRWS&K DEPARTMENT. If license agreements are necessary or appropriate between PMC and third parties for purposes of development of any such computer programs, PMC shall obtain the NWRWS&K

DEPARTMENT's prior written approval to such agreements, and the NWRWS&K DEPARTMENT shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these PMC and software, shall be that the PMC shall not use their PMC and software for purposes unrelated to this contract without the prior written approval of the NWRWS & K DEPARTMENT.

3.10 Equipment and Materials provided by the Consultants

Equipment or materials brought by PMC and the Personnel and used either for the Project or personal use shall remain the property of PMC or the Personnel concerned, as applicable.

4. Consultant's Personnel and Sub-Consultants

4.1 General

PMC shall employ and provide such qualified and experienced Personnel as listed in the Terms of Reference. Appointment of Sub-Consultants shall not be permitted unless specifically approved by NWRWS&K DEPARTMENT under special circumstances supported by relevant evidences.

4.2 Description of Personnel

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

6.1(b) of this Contract. Any other such adjustments shall only be made with the NWRWS&K DEPARTMENT's written approval.

4.3 Approval of Personnel

The Key Personnel listed by title as well as by name in Terms of Reference and the technical proposal made by PMC and accepted by NWRWS&K DEPARTMENT, shall be considered as approved by the NWRWS&K DEPARTMENT. In respect of other Personnel which PMC proposes to use in the carrying out of the Services, PMC shall submit a copy to the NWRWS&K DEPARTMENT for review and approval of their Curricula Vitae (CVs).

4.4 Working Hours, Overtime, Leave etc.

- (a) PMC and his professional staff at the project site shall work as per the work schedule agreed with the NWRWS&K DEPARTMENT and shall provide their services on 24 x 7 basis including the weekends and public holidays.
- (b) The Key Personnel shall not be entitled to be paid for overtime nor shall to take paid sick leave or vacation leave, PMC's remuneration be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Terms of Reference. Any taking of leave by Personnel shall be subject to the prior approval by PMC and the NWRWS&K DEPARTMENT who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

4.5 Removal and/or Replacement and reduction of Personnel

- (a) The Team Leader, Dy. Team Leaders and other Key Professionals proposed to be deployed in the Technical Proposal submitted by the Consultant and accepted by NWRWS&K DEPARTMENT shall not be changed / replaced for a period of one year from the date of issuance of Letter of Acceptance.
- (b) Except as the NWRWS&K DEPARTMENT may otherwise agree, no changes shall be made in the Key Personnel after the period of one year specified in Para (a) above for any reason beyond the reasonable control of PMC, such as retirement, death, medical incapacity, among others, it

becomes necessary to replace any of the Key Personnel, PMC shall provide as a replacement a person of equivalent or better qualifications.

- (b) If the NWRWS&K DEPARTMENT finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then PMC shall, at the NWRWS&K DEPARTMENT's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the NWRWS&K DEPARTMENT. In the event, the service of any personnel at particular position is not found satisfactory as per terms and conditions even after two replacements of the personnel requested by NWRWS&K DEPARTMENT, a notice shall be issued to PMC by NWRWS&K DEPARTMENT to take the necessary measures to address the situation. Non fulfillment of the same within 30 days will result in replacement of personnel/ arrangement of service by NWRWS&K DEPARTMENT at the risk and cost of PMC. The remuneration and other charges charged by such personnel if not paid by the PMC, the same shall be paid by department and shall be recovered from running bills or from the security deposits.
- (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, PMC shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.
- (d) In case, the work of EPC is hindered for any reason for more than two months, NWRWS & KD shall request PMC to reduce the staff/ personnel thereby reducing remuneration and other cost. Under such circumstances, the payment to PMC shall be reduced on mutually agreed basis for such period.

4.6 Team Leader & Dy. Team Leader

PMC shall ensure that at all times during PMC's performance of the Services for the assignment under this contract, a Team Leader and A Dy. Team Leader

acceptable to the NWRWS&K DEPARTMENT, shall take charge of the performance of such Services.

5. *Obligations of the NWRWS&K Department*

5.1 Assistance and Exemptions

NWRWS&K DEPARTMENT shall assist PMC and his staff for getting necessary statutory permissions, approvals as may be required under the law for their stay at the project site and for providing services as per the terms of the reference. Such assistance shall not be considered as NWRWS&K DEPARTMENT's obligation.

5.2 Access to Land

The NWRWS&K DEPARTMENT warrants that PMC shall have, free of charge unimpeded access to all land at the project site in respect of which access is required for the performance of the Services. The NWRWS&K DEPARTMENT will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify PMC and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of PMC or any Sub-Consultants or the Personnel of either of them.

5.3 Change in the Applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by PMC in performing the Services, then the remuneration and reimbursable expenses otherwise payable to PMC under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC6.1(b).

5.4 Services, Facilities and Property of the NWRWS&K DEPARTMENT

(a) The NWRWS&K DEPARTMENT shall make available to PMC and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of

Reference and the DataSheet.

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

5.5 Payment

In consideration of the Services performed by PMC under this Contract, the NWRWS&K DEPARTMENT shall make to PMC such payments and in such manner as is provided by Clause GC 6 of thisContract.

5.6 CounterpartPersonnel

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

upon such request.

6. *Payments to PMC*

6.1 Remuneration and Reimbursable Expenses

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

6.2 Currency of Payment

All payments will be made in Indian Rupees

6.3 Mode of Billing and Payment

Billings and payments in respect of the Services shall be made in accordance to FORM FIN-6: PAYMENT SCHEDULE as per following terms and conditions:

- (a) Within the 30 days after the request of the agency for Advance Payment, the NWRWS&K DEPARTMENT shall cause to be paid to PMC advance payment in Indian currency as per terms and conditions of Clause 9.1 of this section.
- (b) As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, PMC shall submit to the NWRWS&K DEPARTMENT, in duplicate, itemized statements, accompanied by copies of invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GC 6.3 and GC 6.4 for such month. Each statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenses, if eligible under the financial proposal accepted by the NWRWS&K DEPARTMENT.
- (c) The NWRWS&K DEPARTMENT shall pay PMC's statements within reasonable period after the receipt by the NWRWS&K DEPARTMENT

of such statements with supporting PMC. NWRWS&K DEPARTMENT shall have exclusive authority and power to call for any information, data and documentation relating to the bills / invoices raised by the PMC for payment. Only such portion of a statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by PMC, the NWRWS&K DEPARTMENT may add or subtract the difference from any subsequent payments.

- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by PMC and approved as satisfactory by the NWRWS&K DEPARTMENT. The Services shall be deemed completed and finally accepted by the NWRWS&K DEPARTMENT and the final report and final statement shall be deemed approved by the NWRWS&K DEPARTMENT as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the NWRWS&K DEPARTMENT unless the NWRWS&K DEPARTMENT, within such ninety (90) day period, gives written notice to TPI/PMC specifying in detail deficiencies in the Services, the final report or final statement. PMC shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the NWRWS&K DEPARTMENT 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 PMC to the NWRWS&K DEPARTMENT within thirty (30) days after receipt by PMC of notice thereof. Any such claim by the NWRWS&K DEPARTMENT for reimbursement must be made within twelve (12) calendar months after receipt by the NWRWS&K DEPARTMENT of a final report and a final statement approved by the NWRWS&K DEPARTMENT in accordance with the above.
- (e) All payments under this Contract shall be made to the accounts of PMC.
- (f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve PMC of any obligations hereunder

7. *Fairness and GoodFaith*

7.1 GoodFaith

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 thisContract.

7.2 Operation of theContract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Consultant believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. *Settlement ofDisputes*

Disputes and Claims arising out of this Consultancy Contract shall first be settled through a process of Amicable Settlement

8.1 Settlement by the ChiefEngineer:

The parties shall first refer the Disputes and claims for settlement to the Chief Engineer of the Project through a notice of 30 days to be given by the disputing party. The Chief Engineer shall consider and hear the parties for settlement of the disputes and claims and give his report to the parties within a period of 30 days from the date of receipt of the Notice ofdispute.

8.2 Settlement at the level of Secretary to Government (Kalpasar Department)

If either party is not satisfied with the settlement report given by the Chief Engineer in-charge of the Project, the disputes and claims shall be referred to the Secretary to Government, Kalpasar Department within a period of 30 days from the date of receipt of the Chief Engineer's Report. The SecretarytoGovernment will give the Final Report with regard to the settlement of the dispute after hearing the parties to the Contract within a period of 30 days from the date of receipt of the reference from the parties raising thedispute.

8.3 Resolution of Disputes and Claims through Arbitration

If either party not satisfied with the settlement report given by the Secretary to Government, the disputes and claims shall be referred to the Gujarat Works Contract Arbitration Tribunal for adjudication and award as per the provisions of the Gujarat Public Works Contract Disputes Arbitration Tribunal Act 1992.

9.0- Mobilization Advance

No mobilization advance shall be paid by the department on any ground.

Section - 8 : Special Conditions

- 1.0 The PMC will be responsible for providing all other necessary facilities and logistical support for the Personnel and supporting staff, including accommodation, transportation, office equipment, communications, utilities, office supplies, necessary office furniture and other support requirements at the office and laboratory. The PMC shall make his own arrangements for Water, Electricity, Telephone and Internet connectivity etc. For the entire work PMC shall have to provide office facilities, Computers, printers, scanners, software as per requirement. The PMC shall provide and maintain vehicles at their own cost, required for use in connection with their assignment.
- 2.1 The consultant shall conduct technical audit of works. In addition to regular audit activities of works the auditor shall also examine the follows
- A) The description, procedure, and quality of works executed accurately reflects the requirements as per prevailing site condition.
 - (B) N.W.R. W.S. & Kalpasar Deptt., site staff followed correctly or not the system for monitoring of work progress and supervision of works
 - (C) System followed for maintenance and documentation of site instruction book, reports, minutes of meetings and other PMC are being followed correctly and in accordance with the procedures acceptable N.W.R.W.S & Kalpasar department.
- 3.0 Reports are required to be submitted in soft copies and three hard copies. The records like Level book, Field Book, Measurement book, Drawings, Record plan etc. are to be prepared/ maintained and submitted as per norms of NWRWS & KD
- 4.0 The reports/ details required by NWRWS & KD and not mentioned in GC shall be submitted as per instruction of Engineer in charge.
- 5.0 The PMC shall fully cooperate the Engineer in charge or his representative to maintain liaison with the various authorities like Local state administration, village, Panchayat etc, National/ Expressway Highway, Bullet Train, DFCC, Railway authorities, Collector Office Navsari, etc. for collection various information.