

Corrigendum 1

Tender Document: Consultancy Services for Preparation of a Detailed Conceptual Plan for the Development of Special Investment Region near Navlakhi.

Tender ID: 569524

As per clause 2.9 of the RFQ cum RFP, **the Bid Due Date is extended, as per the following table:**

Title	Date as per RFP	Extended Date
Submission of the Financial Bid (online)	06 th Feb 2023	01 st March 2023
Submission of the Technical Bid (Hard Copy)	07 th Feb 2023	02 nd March 2023

Corrigendum 2

2.22.4. Pre – qualification / Eligibility criteria for the applicants - Technical Strength

Category	Minimum Desired Experience
Industrial Park	<p>Experience of preparation of Detailed Project Report/ Master Plan/ Development Plan/ Regional Plan for setting up Investment Region/ Industrial Park/ SEZ/ Node/ Zone or Estate or similar area (collectively termed as “Industrial Park”) with minimum size of 500 acres in the last 15 years. Ongoing DPR projects will also be considered.</p> <p>Number of Projects : 2 (two)</p> <p>The emphasis will be on relevance of the projects to the nature of assignment, cost, size and scope of work carried out by the consultant i.e. comparable size, complexity, technical specialty and key components of the projects.</p>
Feasibility/ Market Assessment Report	<p>Experience of preparation of feasibility/ market assessment report for any Industrial Park with minimum size of 500 acres in the last 15 years. Ongoing projects will also be considered.</p> <p>Number of Projects : 1 (One)</p>
Project Advisory	<p>Experience of project advisory for any Industrial Park with minimum size of 100 acres in the last 15 years.</p> <p>Number of Projects : 1 (One)</p>
<p>*Note:</p> <ol style="list-style-type: none">1. Infrastructure Engineering, Detailed Engineering Projects, Improvement & Remodelling Design based projects shall not be considered.2. The projects awarded by Industry Associations or private organizations will not be considered.3. The Project/Assignment Fee shall be at least 20 Lakhs. A project (with same engagement agreement, including extensions) will be considered in only one of the category.	

Notes: 1. The eligible projects for evaluating ‘Technical Capacity’ shall be for the categories of projects for pre-qualification as defined in the para 2.22.4.

Corrigendum 3

3.1.Scope of Work

General scope of the work for this assignment includes but not limited to the following major tasks:

- Understanding key needs for finding the best suitable location for the development of a Special Investment Region.
- Understand and benchmark best practices internationally and across India.
- Location suitability analysis based on-site and other primary surveys about the project sites and the project influence area.
- Review of all available reports, relevant reports & published information.
- Infrastructure gap assessment and planning/~~design~~ for road, rail, ports, air and pipeline connectivity, as applicable.
- Preparation of a **Detailed Conceptual Plan** for the development of Special Investment Region Navlkahi, including activities related to land ownership data and getting **list of** statutory clearances like Environmental clearances, forest clearance etc.
- Market survey and demand assessment to understand quantum of potential demand.
- Design of various options for potential sites with services including facility planning.
- Financial viability of the project with detailed assessment of cost & revenue estimates.
- Preliminary Social and environmental impact assessment including **secondary analysis** of cultural properties, natural habitats, involuntary resettlement etc.
- Comprehensive assessment of internal and external risks along with suitable mitigation measures & strategies.

These have been detailed in the following sections:

3.1.1. Initial Review

The consultant shall collect basic information regarding the site, its surrounding and infrastructure. The consultant shall study the planning documents (Master plan and concept development plan etc., if any, of the region) and accordingly align the approach and methodology for further work to be planned under the scope of work of this assignment.

3.1.2. Location Suitability Analysis

For all identified sites at the node, the consultant shall conduct **on-site and Reconnaissance survey** required to analyses site suitability.

The parameters for evaluating and assessing the suitability of the identified Site should include (but not limited to):

- i. Land availability (Govt. & Private) and Land use Characteristics.
- ii. Usability for construction and suitability with respect to future growth and land use.

- iii. Land acquisition requirements and estimated cost.
- iv. Socio-Economic Condition.
- v. Existing Industries in the proximity.
- vi. Availability of Social and Physical Infrastructure. (refer 3.2.3)
- vii. Connectivity of identified location with nearby Navlakhi Port (the consultant will need to map out nearby Port, industrial units within the limit through a zonal map and compare the proposed locations)
- viii. Required trunk infrastructure (road and rail) to connect the Site.
- ix. Market Demand and overall Potential.
- x. **List of** Statutory Clearance assessment across environment, forest and any other statutory clearances **are required**.

Post this, the consultant shall provide a ranked list of at least four potential sites for the development of SIR and a recommendation to proceed with each of the identified sites. The consultant will need to provide a balanced perspective on the key advantages and disadvantages of each of the sites. The recommendation for the most suitable alternative shall be provided in line with the discussion with the stakeholders.

3.1.3. Infrastructure assessment, and planning

The Consultant shall undertake activities not limited to as mentioned below:

- i. Assess existing on-site & off-site physical infrastructure like road & rail connectivity, water supply, sanitation, waste disposal, power etc. in the region.
- ii. Assess the demand for onsite physical infrastructure (viz. road & rail connectivity, water supply, sewerage/ waste water treatment, power supply, etc.). These requirements/demand may be proposed in a phase-wise manner.
- iii. Conduct preliminary site appraisal specifically for the identified site and proposed products to provide information of infrastructure gaps and tentative risks for the projects.
- iv. The consultant shall also plan connectivity of the proposed site with ports, pipeline and air transport systems, as required. The consultant shall suggest suitable alignment options for ensuring connectivity from SIR with existing networks.
- v. The consultant shall also **define plans**, estimate and suggest the type and extent of rail and road infrastructure components inside the SIR, which will be required as a part of overall rail and road connectivity.

3.1.4. Finalization of Location (Site) for the development of SIR

From the ranked list of at least four potential sites for the development of SIR identified in 3.2.2, a suitable site would be selected for development of SIR in the region in consultation with GIDB.

The site would be finalized after having due discussions with GIDB and this step may involve meetings, brainstorming sessions and presentations by the consultant to GIDB and other officials. A Detailed Conceptual Plan needs to be prepared for the site agreed on.

3.1.5. Market Survey and Demand Assessment

i. Current demand assessment

The consultant shall undertake the study of existing industries in the region, availability of resources, type of industrial clusters already present, after which the consultant would identify the target industries. After identification of the target sector, the consultant shall also identify the key players of the sector, to whom the industrial plots can be marketed.

The Market Assessment study of the target sector would involve the following:

- Global Market Scenario
- Indian Market Scenario
- Growth Drivers for the sector
- The Gujarat Advantage vis-à-vis target sector
- Resource availability in Gujarat with reference to identified sector

ii. Future demand trends

The consultant will undertake detailed review of economic and demographic profile of the region to assess the present demand and future growth potential of the project.

The consultant will identify key end sectors/players/economic activities that could use the SIR and the demand and will suggest a definite strategy to attract major players including MNC's and Indian major Industrial houses to the proposed SIR.

3.1.6. Preliminary Social & Environmental Assessment

3.2.6.1 Analysis of Social impact

Social impact assessment to be carried out by **conducting secondary surveys**, stakeholders' **discussions** and site visits in order to know the overall social, economic, cultural, religious impact of the project. The report should establish the further action plan required for the project planning and implementation. Following specific tasks to be performed for preparation of social impact assessment:

- Review of the Social Characteristics of the Project
- Site Visit

- Social Screening
- Stakeholders' consultation
- Vulnerable issues

3.2.6.2 Analysis of Environmental impact

The consultant shall prepare **preliminary** Environmental Impact Assessment report **with the help of secondary data and site visit** in accordance with the requirement of developing a comprehensive environmental baseline database with respect to:

- The quality of existing environment in the project area and 15 km radius of its surroundings.
- CRZ classification and their distances from the project sites (if applicable)
- Whether the site or near surrounding have mangroves or is inhabited by endangered species or is a place for migratory birds or is a spawning area for aquatic species
- Identification of the boundary of recorded forests and the number of trees to be cut (Height, diameter, species etc.)
- Whether the site has any history of industrial pollution or any penalties levied by the Pollution Control Board
- Whether the site has any features like natural drainage channels (nalas), creeks
- Whether there are any fishing villages near the site
- Impacts of salt water intrusion, flooding due to sea level rise and climate change, if applicable
- Whether there are any structures of cultural/historical/religious importance near the site or any ASI (Archaeological Survey of India) designated sites
- Identification of Sensitive Receptors: Sensitive receptors such as schools, hospitals, religious places near the site will be identified using satellite images, field reconnaissance and interviews with local residents
- Apart from the above, the environmental baseline database should also include but not limited to the following items;
- Physical environment: geology; topography; soils; climate and meteorology; ambient air quality; surface and ground – water hydrology; coastal and oceanic parameters; existing sources of air emissions; existing water pollution discharges; and receiving water quality;
- Biological environment: flora; fauna; rare or endangered species; sensitive habitats, including parks or preserves, significant natural sites, etc.; species of

commercial importance; and species with potential to become nuisances, vectors or dangerous;

Socio-cultural environment (include both present and projected where appropriate): population; land use; planned development activities; community structure; employment; distribution of income, goods and services; recreation; public health; cultural properties; tribal peoples; and customs, aspirations and attitudes.

3.1.7. Land use and Zoning

The consultant would undertake Zoning and conceptual planning, Land-use break up, project components (on site and off site infrastructure) and the cost associated thereof. Land use planning would be based on state government laws and regulations as well as industrial best practices adopted worldwide. The conceptual plan for the development of the SIR would cover the following aspects:

- Land use projections
- Population densities
- Development phasing models
- Infrastructure improvements
- Preservation of open space
- Natural landscape etc. as required

The consultant would review the above mentioned aspects, analyze and provide the land use and zoning. Review the current land use development regulations and Zoning Code, as necessary.

3.2.7.1 Land use Planning

- Delineation of sites according to land use zoning viz. agricultural area, Residential area, Commercial area, Industrial area, Forest area.... etc.
- Classification of sites based on land zoning maps.
- Delineation of the areas for conservation of forest, shrubs/herbs, river, wetlands for achieving environmental balance.
- Sub-classification of agricultural land parcels into optimum production sub-areas based on soil characteristics, land capability, irrigated and potential irrigable areas to increase the productivity of the land.

Preparation of cadastral database and maps using GIS for the implementation of land use plan. Detail interaction with GIDB and other officials and other stakeholders will be carried out to finalize the plan.

3.1.8. Detailed Conceptual Plan

The Consultant shall take up a detailed conceptual plan for the selected Location (site). This will include the preparation of a conceptual layout plan for the proposed facilities and all the relevant planning standards to be adopted for zoning of various facilities inside the SIR.

As a part of an overall detailed report, the consultant shall undertake the detailed below-mentioned surveys only for the selected Location:

- **Control surveying:** To establish horizontal and vertical positions of control points.
- **Land surveying:** To determine the boundaries and areas of parcels of land, percentage of Government Land, single and double crop land etc.
- **Topographic survey:** To prepare a plan/ map of a region that includes natural as well as and man-made features including elevation.
- **Engineering survey:** To collect requisite data for planning, defining, and development of engineering projects. Three broad steps are

1. **Reconnaissance survey:** To explore site conditions and availability of infrastructures
2. **Preliminary survey:** To collect adequate data to prepare plan / map of the area
3. **Location survey:** To set out work on the ground for actual construction / execution of the project

- **Route survey:** To plan laying out of route such as highways, railways, canals, pipelines, and other linear projects.

The primary tasks to be accomplished during the surveys include:

- Topographical features of the area
- Details of talukas, villages, survey no. etc.
- Typical physical features and land use pattern
- Critical areas requiring detailed investigations
- Requirements for carrying out supplementary investigations
- Soil (textural classifications) and drainage conditions
- Type and extent of existing utility services and their relocation assessment
- Possible bridge locations, land acquisition problems, nature of crossings, likely length of approaches and bridge, firmness of banks, suitability of alignment of approach roads.

The consultant shall:

- Identify the infrastructure requirement of the SIR including (but not limited) to Port infrastructure, connectivity – road, rail, pipeline, airport, Power and water infrastructure. The connectivity must be established with existing major connectivity infrastructure i.e. Navlakhi Port, National Highway, Railway etc. Also determine the extent of requirement of the infrastructure in terms of quality and quantity requirement.
- Identify requirement of social infrastructure in the region in order to create a sustainable SIR in terms of requirement of housing, educational facilities, health facilities, transportation, entertainment, commercial etc. It should identify requirement to Institutions of higher studies keeping in mind the requirement of proposed Industries in the SIR.
- The Consultant shall collect details of all important physical features along the project site. These features affect the project proposals and should normally include buildings and structures, monuments, burial grounds, cremation grounds, places of worship, railway lines, stream / river / canal, water mains, sewers, gas/oil pipes, crossings, trees, plantations, utility.

- Preparation of physical and social infrastructure plans based on requirement of infrastructure.
- Determine detailed project cost estimates including cost of land and providing the identified infrastructure.
- Determine the project phasing.

3.1.9. Implementation Model

- The consultant shall prepare detailed cost estimates covering the different work components. Determine the revenue generation from all the possible activities taking place in the SIR and suggest the revenue model for the project. Similarly, Identify total saleable land and also demarcate land for various purposes. Determine the sale price of land, different prices may be suggested for different purposes. It will provide a sense of basic numbers and basis of annual escalations.
- A comparative analysis should be carried out to study the land prices offered by other industrial areas. These prices should also be kept into account while determining the prices of the proposed SIR. Assess marketability of the project at the prices so determined.
- The consultant shall develop a detailed financing model (editable MS Excel file shall be submitted) to work out cash flow statement and the financial viability of the project including FIRR along with sensitivity analysis based on the revenue stream and cost of setting up such SIR.
- Based upon the inputs from the above analysis, alternate financial structures for the project will be developed and a financially viable model will be suggested for the project so as to attract private sector participation and to minimize the financial burden.
- Action Plan to implement the SIR projects including approvals required.

Corrigendum 4

Annexure 3.1

Format for Joint Bidding Agreement (in case of Consortium)

(On Rs. 300 Stamp paper duly attested by Notary Public)

THIS JOINT BIDDING AGREEMENT is entered into on this the [date in words] day of [month in words] [year in 'yyyy' format].

AMONGST

1. [Name of company], a company incorporated under the Companies Act, 1956 and having its registered office at [registered address] (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns);

AND,

2. [Name of company], a company incorporated under the Companies Act, 1956 and having its registered office at [registered address] (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns);

The above mentioned parties of the [FIRST AND SECOND] PART are collectively referred to as the "Parties" and each is individually referred to as a "Party".

WHEREAS,

- a) **Gujarat Infrastructure Development Board (GIDB), having its office at Block No. 18, 8th Floor, Udyog Bhavan, Gandhinagar-382017, Gujarat, India,** (hereinafter referred to as the "**Client**" or "**Authority**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals ("**the Applications**") by its Request for Qualification cum Request for Proposal dated [date] (the "**RFQ cum RFP**") for appointment of consultant for [name of assignment] (the "**Consultancy**").
- b) The Parties are interested in jointly bidding for the Consultancy as members of a Consortium and in accordance with the terms and conditions of the RFQ cum RFP document and other bid documents in respect of the Consultancy, and
- c) It is a necessary condition under the Consultancy document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and interpretations: In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFQ cum RFP.
2. Consortium
 - a) The Parties do hereby irrevocably constitute a consortium (the "**Consortium**") for the purposes of jointly participating in the selection process for the Consultancy.
 - b) The Parties hereby undertake to participate in the Bidding process only through this Consortium and not individually and/ or through any other consortium constituted for this Consultancy, either directly or indirectly or through any of their Affiliates.
3. Covenants: The Parties hereby undertake that in the event the Consortium is declared the selected Consultant and awarded the Consultancy, the Parties shall enter into a contract for consultancy services ("**Contract**") with the Client and for performing all obligations as the Consultant in terms of the Contract for the Consultancy.
4. Role of the parties: The Parties hereby undertake to perform the roles and responsibilities as described below:
 - a) Party of the First Part shall be the Member in Charge of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the selection process for the Consultancy and until the Effective Date under the Contract; and
 - b) Party of the Second Part shall be [role];
5. Joint and Several Liability: The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Consultancy and in accordance with the terms of the RFQ cum RFP and the Contract, for the performance of the Contract.
6. Member in-charge: Without prejudice to the joint and severe liability of all the Parties, each Party agrees that it shall exercise all rights and remedies under the Contract through the Member in Charge and the Client shall be entitled to deal with such Member in Charge as the representative of all Members. Each Party agrees and acknowledges that:
 - a) Any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Member in Charge on any matters related to the Contract shall be deemed to have been on its behalf and shall be binding on it. The

Client shall be entitled to rely upon any such action, decision or communication from the Member in Charge;

- b) consolidated invoices for the services in relation to the Consultancy performed by all the Members shall be prepared and submitted by the Member in Charge and the Client shall have the right to release payments solely to the Member in Charge and the Client shall not in any manner be responsible or liable for the inter se allocation of payments, works etc. among the Parties;
- c) Any notice, communication, information or documents to be provided to the Consultant shall be delivered to the authorized representative of the Consultant (as designated pursuant to the Contract) and any such notice, communication, information or documents shall be deemed to have been delivered to all the Parties.

7. Representation of the Parties: Each Party represents to the other Parties as of the date of this Agreement that:

- a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Party is annexed to this Agreement, and will not, to the best of its knowledge:
 - i). require any consent or approval not already obtained;
 - ii). violate any Applicable Law presently in effect and having applicability to it;
 - iii). violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - iv). violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - v). create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such

Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

- c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination: This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Effective Date under the Contract, in case the Consultancy is awarded to the Consortium. However, in case the Consortium is not selected for award of the Consultancy, the Agreement will stand terminated upon intimation by the Authority that it has not been selected and upon return of the Bid Security by the Authority.

9. Miscellaneous

- a) This Joint Bidding Agreement shall be governed by laws of India.
- b) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Client.

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

SIGNED, SEALED & DELIVERED

For and on behalf of MEMBER IN-CHARGE by:

[Signature] [Name] [Designation] [Address]

SIGNED, SEALED & DELIVERED

For and on behalf of SECOND PART by:

[Signature]

[Name] [Designation] [Address]

In presence of:

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

2. [Signature, name and address of witness]

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, lay down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal or official seal of all members.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.