

## **GUJARAT POWER CORPORATION LIMITED**

## **R5 DRAFT TENDER**

**INVITING EXPRESSION OF INTEREST (EOI)** 

**FOR** 

EMPANELMENT OF ARCHITECTS FOR PROVIDING COMPREHENSIVE ARCHITECTURAL CUM PMC SERVICES FOR GUJARAT POWER CORPORATION LIMITED (GPCL)

## **Gujarat Power Corporation Limited**

Block No. 8, Sixth Floor, Udhyog Bhavan, Sector- 11,
Dist.: Gandhinagar, Gujarat- 382011



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Block No. 8, Sixth Floor, Udhyog Bhavan, Sector- 11, Dist.: Gandhinagar, Gujarat- 382011

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Web site: www.gpcl.gujarat.gov.in

**Expression of Interest (EoI)** 

File: GPCL/PD/1309 No.GPCL/PD/2023-24/06

# EMPANELMENT OF ARCHITECTS FOR PROVIDING COMPREHENSIVE ARCHITECTURAL CUM PMC SERVICES FOR GUJARAT POWER CORPORATION LIMITED

The General Manager, Gujarat Power Corporation Limited (GPCL), Gandhinagar, Gujarat invites Expression of Interest (EoI) for Empanelment of Architects for providing comprehensive Architectural cum PMC Services as detailed in the table below.

S. No	Name of Work	Non-Refundable Bid Processing Fee	Deadline for Online bid submission	Eligibility Criteria	Period of Empanelment
а	b	С	d	е	f
1.	Empanelment of Architects for providing comprehensive Architectural cum PMC Services to GPCL	Rs. 5000/- (Five Thousand Only)	08-02-2024	As detailedin this EOI	02 Years and will be extended for 1 Years.

- 1. The EOI document consisting of set of terms and conditions for empanelment and other necessary documents can be seen and downloaded from GPCL website: <a href="https://www.gpcl.gujarat.gov.in">www.gpcl.gujarat.gov.in</a> and <a href="https://www.nprocure.com">www.nprocure.com</a>
- 2. The EOIs shall be submitted online on <a href="www.nprocure.com">www.nprocure.com</a> and in a sealed envelope at an address as specified in the EOI document. The hard copy of the same shall be delivered at the address given below:

## **General Manager**

**Gujarat Power Corporation Limited** 

Block No. 8, Sixth Floor, Udhyog Bhavan, Sector-11,

Dist.: Gandhinagar, Gujarat-382011

- The EOIs shall be filled in English and all entries must be typed and written in blue / black ink.All erasures and alterations made while filing the EOI shall be attested by Authorized representative of the Applicant.
- 4. GPCL shall not be responsible for any costs or expenses incurred by the Applicant in connection

with the preparation and delivery of EOI, including any related costs and expenses.

- 5. GPCL reserves the rights to cancel, terminate, change or modify this empanelment process and/or requirements of conditions stated in the EOI, without assigning any reason or providing any notice and without accepting any liability for the same.
- 6. The Applicants shall deposit Non-refundable Bid Processing fee of the amount Rs. 5000/- (Five Thousand Only) in form of Demand Draft or Pay Order or Banker's Cheque in any Nationalized/Scheduled Bank drawn in favor of "Gujarat Power Corporation Limited" payable at Gandhinagar, Gujarat to be submitted along with the EOI Security & EOI Application in the O/o- General Manager, Gujarat Power Corporation Limited (GPCL), Block No. 8, Sixth Floor, Udhyog Bhavan, Sector- 11, Dist.: Gandhinagar, Gujarat- 382011
- 7. **EOI Security** in the form of BG (as per the format in **Form 7** and from the List of Banks as per **Annexure A**) OR FDR in the name of Managing Director, Gujarat Power Corporation Limited, with a validity of 180 days from the EOI due date as per details below:

Category A: Rs. 2,00,000 Category B: Rs. 1,00,000

The EOI security shall be returned without any interest within 30 days of issue of empanelment letters to successful applicants.

- 8. An Applicant should submit only 1 (One) application specifying the Empanelment Category, i.e., the Category of Projects.
- 9. The period of Empanelment shall be for a period of 02 (two) years from the publication of the final list of empaneled organizations /company / firms on the website of GPCL.
- 10. Last Date of submission of the application is 08/02/2024.
- 11. Other details can be seen in the EOI document.
- 12. GPCL reserves the right to cancel any or all bids without assigning any reason thereof.
- 13. The addendum/ corrigendum if any will be hosted in the GPCL web site only i.e., www.gpcl.gujarat.gov.in
- 14. The detailed empanelment process is as per condition of this EOI. The EOIs, so received, will be evaluated as per the criteria laid down in the document.

SD/-Dt.\_\_/\_/2024

GM, GPCL

## **CONTENTS**

DISC	CLAIMER	<del>6</del>
DEF	INITIONS AND INTERPRETATION	8
1.	INTRODUCTION	10
2.	BRIEF DESCRIPTION OF THE EMPANELMENT PROCESS:	10
3.	SCHEDULE OF EMPANELMENT PROCESS	13
4.	SCOPE OF WORK	14
5.	PAYMENT TERMS & CONDITIONS	20
6.	ELIGIBILITY CRITERIA	21
6.1.	GENERAL ELIGIBILITY	21
6.2.	TECHNICAL ELIGIBILITY	21
6.3.	FINANCIAL ELIGIBILITY	24
6.4.	EVALUATION CRITERIA	24
7.	PREPARATION OF EOI	27
8. 9.	SUBMISSION OF EOI	
10.	CLARIFICATIONS & AMENDMENTS OF EOI	31
11.	FRAUDULENT AND CORRUPT PRACTICES	31
12.	RIGHT TO ACCEPT OR REJECT	31
13.	EOI PROCESSING FEE & EOI SECURITY CUM TEST OF RESPONSIVENESS	32
14.	SUBMISSION OF EOI - PACKING, SEALING AND MARKING	33
15.	NUMBER OF EOI's	33
16.	VALIDITY OF PROPOSAL	33
17.	DISPUTES	33
18.	ACKNOWLEDGEMENT BY APPLICANT	33
19.	RIGHT TO REJECT ANY OR ALL PROPOSALS	34
20.	LANGUAGE	34
21.	EOI SUBMISSION DUE DATE	34
22.	LATE SUBMISSION	34
23.	MODIFICATIONS AND WITHDRAWAL OF EOI PROPOSALS	34
24.	EOI APPLICATION OPENING DATE	34
25.	EMPANELMENT PROCEDURE	35
26	AWARD OF EMPANELMENT	3.

27. TERMINATION OF EMPANELMENT	35
FORM 1: FORMAT FOR COVERING LETTER	36
FORM 2: FORMAT FOR APPLICANT'S ORGANIZATION DETAILS	38
FORM 3: FORMAT FOR LETTER OF UNDERTAKING	39
FORM 4: FORMAT FOR POWER OF ATTORNEY FOR THE EOI SIGNATORY	41
FORM 5: FORMAT FOR FINANCIAL SUMMARY	43
FORM 5(A): SAMPLE FORMAT FOR UPLOADING DETAILS IN UDIN	44
FORM 6: FORMAT FOR SHOWCASING EXPERIENCE	45
FORM 7: FORMAT OF BANK GUARANTEE	46
ANNEXURE A: LIST OF APPLICABLE BANKS	50

#### **DISCLAIMER**

- 1. The Expression of Interest (EOI) is issued by Gujarat Power Corporation Limited, hereinafter referred to as GPCL.
- 2. Though adequate care has been taken in the preparation of this document, henceforth referred to as the Expression of Interest document or the EoI document, the Applicants should satisfy themselves that the document is complete in all respects. Intimation of discrepancy/queries/doubts/issues pertaining to this EOI etc., if any, should be addressed to the email id (gpclprojects@gmail.com). Such discrepancy/doubts/issues shall be clarified in Pre-EOI meeting. In case no such intimation is received, it shall be deemed that the applicant is satisfied that the document is complete in all respects.
- All prospective Applicants are requested to browse website i.e. www.gpcl.gujarat.com and www.nprocure.com, for further amendments as any amendments / corrigendum / modification will be notified on any or both of these websites only and such modification will be binding on them
- 4. Neither GPCL nor their employees make any representation or warranty as to the accuracy, reliability or completeness of the information in this EoI document. Each prospective Applicant should conduct their own investigations and analysis and check the accuracy, reliability and completeness of the information in this EOI document and obtain independent advice from appropriate source(s) before submission of their EOI.
- 5. Neither GPCL nor their employees will have any liability to any prospective Applicant or any other person under any law for any loss, expense or damage which may arise from orbe incurred or suffered in connection with anything contained in this EOI document.
- 6. GPCL reserves the right, without any obligation or liability, to accept or reject any or all of the Applications and at any stage of the process, to cancel or modify this empanelment process, or any part thereof, or to vary any of the terms and conditions, or to cancel this empanelment process to initiate a new process without assigning any reason whatsoever.
- 7. Neither GPCL nor their employees will have any liability in case of non-receipt of any correspondence from them to the applicants due to the postal delays or any other reasons.
- 8. The applicable laws for the purpose are the laws of India. Appropriate Courts of Gandhinagar, Gujarat will have jurisdiction concerning or arising out of this EOI document.
- 9. The applicants are expected to know the relevant rules and regulations of the respective authorities concerning this project.
- 10. This EOI is not an agreement and is neither an offer by GPCL, but an invitation to receive responses from eligible interested firms for empanelment under GPCL to provide Comprehensive Architectural cum PMC services for various projects, other works of GPCL. The GPCL will empanel limited firms who fulfill the eligibility criteria successfully. No contractual obligation whatsoever shall arise from this process.
- 11. Whilst the information in this EOI has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither GPCL nor Government of Gujarat (GoG), nor any of their officers or employees, nor any of their advisers nor consultants, accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed assignment, or makes any representation or warranty, express or implied, with respect to the information contained in this EOI or on which this EOI is based or with respect to

- EOI Empanelment of Firms for Providing Comprehensive Architectural Services cum PMC Services for GPCL any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.
- 12. The information contained in this EOI is selective and is subject to updating, expansion, revision, and amendment. It does not, and does not purport to, contain all the information that a recipient may require. Neither GPCL, nor GoG, nor any of their officers; employees nor any of its advisors nor consultants undertakes to provide any recipient with access to any additional information or to update the information in this EOI or to correct any inaccuracies therein which may become apparent. Each Applicant must conduct its own analysis of the information contained in this EOI or to correct any inaccuracies therein and is advised to carry out its own investigation into the proposed Assignment, the legislative and regulatory regime which applies thereto and by and all matters pertinent to the proposed Assignment and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed Assignment.
- 13. This EOI may include certain information (statements, estimates, projections, designs, targets and/ or forecasts) with respect to the Assignment. Such statements, estimates, projections, targets and forecasts, designs reflect various assumptions made by the management, officers and employees of TCGL, which assumptions (and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this EOI is, or should be relief on as, a promise, representation, or warranty.
- 14. The issue of this EOI does not imply that GPCL is bound to shortlist an Applicant or to appoint all or any empaneled Applicant, as the case may be, for the assignment/s and GPCL reserves the right to reject all or any of the applications so received without assigning any reason whatsoever. Mere submission of a responsive application does not ensure empanelment of the Applicant.
- 15. The Applicant shall bear all its costs associated with or relating to the preparation and submission of its EOI including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by GPCL or any other costs incurred in connection with or relating to its EOI. All such costs and expenses will remain with the Applicant and GPCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the EOI, regardless of the conduct or outcome of the Empanelment Process.
- 16. The evaluation shall be strictly based on the information and supporting documents provided by the firms in the application submitted by them. It is the responsibility of the firms to provide all supporting documents necessary to fulfill the mandatory eligibility criteria. In case, information required by GPCL is not provided by the firm, GPCL may choose to proceed with evaluation based on information provided and shall not request the firm for further information. Hence, responsibility for providing information as required in this form lies solely with the firm.

#### **DEFINITIONS AND INTERPRETATION**

#### **DEFINITIONS**

In this Volume of the EOI, unless the context otherwise requires:

"Addendum

Means an addendum or addenda to this EOI.

or Addenda"

"Annexure" Means an annexure to this Volume of this EOI.

"Applicable Law" Means all the laws, acts, ordinances, rules, regulations, notifications, guidelines or bye-laws, in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Contract,

and applicable to the Project.

"Applicant"

Means a single legal entity, including a sole proprietor or a partnership firm or a limited liability partnership firm or a company, who submits an application for empanelment/eligibility and qualification submission along with EOI document fees under this EOI within the stipulated Due Date and Time of submission.

"Application"

Means the set of documents being submitted by the Applicant in response to this EOI along with EOI Security and EOI fee.

"Assignment"

means, services to be rendered by empaneled Architect cum PMC Agency, subject to the provisions of this EOI, as per broad scope of work as provided in this EOI.

"Authorized Signatory"

Means the Person Authorized by the firm to sign the Application, correspond with the Authority, make representation to the GPCL as part of EOI / bidding process and sign the contract on behalf of the Applicant his/her favor.

"GPCL"

Means the Gujarat Power Corporation Limited or its authorized representatives who has invited Applications from competent and interested parties / firms for empanelment under GPCL & willing to providing comprehensive architectural services to GPCL.

"EOI Process / Empanelment Process" Means the process adopted by GPCL for empanelment of the Selected Applicants on the terms and conditions set out in the EOI, which has commenced with the issuance of the EOI, and which will end on the date of final empanelment of selected applicants is over.

"Restrictive Practice" Means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the EOI process.

"Undesirable Practice" Means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the EOI process; or (ii) having a Conflict of Interest.

"Letter of Empanelment" Means the letter issued to shortlisted applicants confirming the empanelment and including various terms and conditions therein

#### INTERPRETATION

In the interpretation of this EOI, unless the context otherwise requires:

- The singular of any defined term includes the plural and vice versa, and any word or expression defined in the singular has the corresponding meaning used in the plural and vice-versa;
- Reference to any gender includes the other genders;
- Unless otherwise stated, a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital is a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital of this EOI;
- A reference to any agreement is a reference to that agreement and all annexes, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof;
- The terms "include" and "including" shall be deemed to be followed by the words "without limitation", whether or not so followed;
- Any reference to a person shall include such person's successors and permitted assigns;
- A reference to a "writing" or "written" includes printing, typing, lithography and other means of
- reproducing words in a visible form;
- Any date or period set forth in this EOI shall be such date or period as may be extended pursuant to the terms of this EOI;
- A reference to "month" shall mean a calendar month, a reference to "week" shall mean a calendar week and a reference to "day" shall mean a calendar day, unless otherwise specified.
- The terms "hereof, "herein", "hereto", "hereunder" or similar expressions used in this EOI mean and refer to this EOI and not to any particular Article, Clause or Section of this EOI. The terms "Article", "Clause", "Paragraph" and "Schedule" mean and refer to the Article, Clause, Paragraph and Schedule of this EOI so specified;
- The descriptive headings of Articles and Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of the EOI.

#### 1. INTRODUCTION

Gujarat Power Corporation Limited (GPCL) incorporated on 28th day of June 1990 under the Companies Act, 1956, is a State Government Company promoted by the Government of Gujarat. The Company is primarily engaged in the business of renewable energy through various sources and has been playing the role of developer and catalyzer in the energy sector in the state.

Gujarat Power Corporation Limited (hereinafter also referred to as 'GPCL') intends to invite Architectural Firms to participate in the Empanelment process so as to provide comprehensive architectural services as and when required. The empanelment shallbe valid initially for a period of 02 (two) years from the publication of the final list on the GPCL website. The engagement term of empanelment may be extended by GPCL at its sole discretion.

#### 2. BRIEF DESCRIPTION OF THE EMPANELMENT PROCESS:

- (a) Empanelment shall be made for the following 2 (two) **Categories of Projects** based on the capability of the participant firms:
  - i) Category A: for projects costing more than INR 02 Cr.
  - ii) Category B: for projects costing less than INR 02 Cr.
- (b) An Applicant should submit only 1 (One) application specifying the Empanelment Category, i.e., the Category of Projects.
- (c) The EOI process shall culminate into identification of a separate list of Agencies (Architect cum PMC) empaneled for each category A and B. The Government Resolution including the list of empaneled agencies and various terms and conditions of award of work and contract templates shall be prepared subsequently.
- (d) The empanelment shall remain valid initially for a period of 02 (two) years from the date of publication of empaneled list in GPCL website. GPCL reserves the right to extend the empanelment duration by another 1 (one) years on the same or mutually agreed terms & conditions subject to satisfactory performance of the empaneled firms.
- (e) The List of Empaneled Agencies may be modified during the Empanelment Period based on past performance and / or administrative reasons. The decision of Managing Director, GPCL shall be binding on all agencies in this regard. Following the award of projects, a 5% retention money (amount to be calculated based on the Fee quoted for each project by the empaneled and selected agency) from each bill shall be retained.
- (f) During the tenure of the empanelment, each and/or any empaneled agency may be awarded projects (irrespective of the numbers of projects) based on sole discretion of GPCL and the decision shall be binding on the empaneled agency/agencies. Any new project may be awarded only when it deems to be fit for GPCL's requirement.
- (g) In event of a project of special nature (like specific Interpretation Centre Architecture, Restoration etc.) with past relevant experience is necessary, a Technical Presentation may be invited wherein interested empaneled agencies shall showcase the particular experience / take on board resources keeping in view specific scope and special resource requirement.

A specific marking criterion, to shortlist agencies only with requisite past experience may be kept or a QCBS scheme may be adopted for such special projects.

- (h) Following the identification of empaneled applicants, and further shortlisting based on any further technical criteria (if applicable and depending on the nature of the projects) the works shall be awarded on the basis of QCBS (Qualify cum Cost Based Selection) in the ratio of 60:40, wherein 60% weightage shall be given to technical parameters and 40% weightage to cost. The final evaluation parameters, for each project, shall be shared with the empaneled Agencies.
- (i) GPCL has adopted a two-stage bidding process for selection of organizations foraward of the works.
  - i) The first stage, i.e., EOI stage involves empanelment of qualified Architectural firms. GPCL will empanel the firms qualified through this EOI for participation in the second stage of the process comprising Request for Proposal(s).
  - ii) As and when required, GPCL shall issue Request for Proposal (RFP) among the empaneled firms. The RFP documents shall contain details about the project, scope of work, contractual terms & conditions, etc. The Applicants who get empaneled through this EOI shall be allowed to participate in the RFP stage.
- (j) Applicants submitted the Application and qualified for an Empanelment Category shall only be Eligible to participate in Categories of Projects of that Category and the next lower Category only.
- (k) Firms empaneled with GPCL through this EOI shall not have to submit applicationagain for empanelment during subsequent stages in the next 02 (two) years from the date of publication of Empaneled list in GPCL website. However, if the firm wants to empanel under any other category shall have to submit its application in subsequent stages of empanelment advertisement issued by GPCL.
- (I) Any further information / clarification about this EOI could be availed by writing to the **Email id:** gpclprojects@gmail.com with a Copy to sep1-gpcl@gujarat.gov.in , biswasgpcl@gmail.com
- (m) The EoI Applications shall be sent to the address mentioned below:

## **General Manager**

Gujarat Power Corporation Limited (GPCL),

Block No. 8, Sixth Floor, Udhyog Bhavan, Sector-11,

Dist.: Gandhinagar, Gujarat- 382011

E-mail: <a href="mailto:gpclprojects@gmail.com">gpclprojects@gmail.com</a>

- (n) The GPCL shall be entitled to disqualify any applicant at any stage of the Empanelment process in accordance with the guidelines of the Government of Gujarat or such other laws as applicable from time to time. Applicants must satisfythemselves that they are qualified to participate in the empanelment process and should give an undertaking to this effect in the form of a Covering Letter provided in Form 1.
- (o) Applicants are required to furnish all the information as per this EOI to participate the empanelment process. Only those firms who are qualified with regard to 'Eligibility Criteria' (Section 6 of this EOI) set out in this EOI would be short- listed (empaneled) by

the GPCL. The empaneled firms in accordance with the Category of Projects they have empaneled shall be invited to submit their financial offer / bids / proposals for selection of a firm for providing Architectural cum PMC services for a Project. However, GPCL may for the benefit of any project qualify other firmsoutside the empaneled list or go for an open tender inviting greater number qualified firms and make structure of the RFP suitable for better participation during the RFP stage. The Applicants are advised to visit the GPCL website and familiarize themselves with the Project before bidding for the project.

(p) The selection of the successful Applicants / Bidders for each project shall be as per the terms and conditions set out in the RFP document at the bidding stage.

#### 3. SCHEDULE OF EMPANELMENT PROCESS

S.no	Event Description	Date
1.	Issue of Advertisement	By 18/01/2024
2.	Deadline for Online bid submission	08.02.2024 at 18:00 Hrs.
	Deadline for Physical submission of technical bid documents	13.02.2024 at 16:00 Hrs.
3.	Pre-bid meeting at GPCL office in Gandhinagar	Will be intimated Separately
4.	<ol> <li>Opening of Technical Bids</li> <li>Technical Presentation</li> </ol>	The date will be communicated subsequently.
5.	Contract Duration	Initial empanelment will be for Two year, which can be further extended for another one year on mutual agreement.

In case the dates as mentioned above are declared as a holiday, then the same will be received and opened on the following working day at the same time.

In order to enable GPCL to meet the target dates, the Bidders are expected to respondexpeditiously to clarifications, if any, requested during the evaluation process. GPCL shall adhere to the above schedule to the extent possible. GPCL, however, reserves the right to modify the same. Intimation to this effect shall be given to all the Bidders inwriting.

#### 4. SCOPE OF WORK

Indicative scope of work of the selected Architectural firms shall include but not limited to the following:

## a) Stage 1: Concept Design

- 1. Ascertain requirements, examine site constraints & potential; and prepare a design brief after verification of land records and availability, suitability for the project after considering existing bylaws & prevalent regulations for GPCL's approval.
- 2. Review of the projects identified by the GPCL and ascertain the feasibility of the same based on local studies and surveys, along-with identification of further projects for holistic development of the area, by linking the site of works with the overall tourism landscape of the region.
- 3. Prepare a site evaluation report, along with state of existing building and infrastructure; and analysis and impact of existing and / or proposed development on its immediate environs, both positive and negative.
- 4. Site evaluation, analysis, and impact of existing and / or proposed development on its immediate environs. (It is mandatory to visit the site before preparing the design proposal & precisely verify the suitability of the proposed work, land ownership, dimensions, areas available for implementation of project. It is the responsibility of the architect to check & verify the land clarity, Suitability & User Rights available with GPCL for the proposal made & any official permission required/ the matter should be brought to the notice of GPCL well in advance)
- 5. Identify and undertake all studies, surveys and investigations required for the project, including but not limited to topographical surveys, contour surveys, soil bearing capacity, structural analysis of the existing heritage structures, etc. The cost of all surveys and investigations should be considered while quoting the fee. No additional payment shall be made by the GPCL towards the same.
- 6. Identify all stakeholders associated with the project to understand their roles and devise strategies to systematically engage them through all stages of the project.
- 7. Identification of all statutory clearances required for the project
- 8. Prepare conceptual designs with reference to requirements given and prepare rough estimate of cost on area basis and submit the same for the feedback of the GPCL.

## b) Stage 2: Preliminary Design and Drawings

- 1. Modify the conceptual design incorporating required changes and prepare the preliminary drawings, sketches, study model, etc. for GPCL's approval along with estimate of cost.
- Structural design: Prepare design of foundation and buildings structure after taking into
  account soil test report to withstand cyclone / windstorm, seismic loads and earthquake
  and shall be in accordance with National Building Code and Indian Standard Code of
  practice.
- 3. Design of services including but not limited to, a) Sanitary, plumbing, drainage, water

- supply and sewerage design, b) Electrical, electronic, communication systems and design, and c) Fire detection, Fire protection and Security systems etc.
- 4. Design and drawing for components like: Landscape Architecture, Conservation, graphic design and signages shall also be part of the scope of works.

## c) Stage 3: Statutory Clearances

- 1. The Consultant shall endeavor towards identification of projects which require minimal special clearances and is sensitive to the natural and cultural environment of the site.
- 2. The Consultant shall be responsible for getting all clearances, both pre and post-construction in the form of EC, Local GPCL, Archaeology etc. that may be required for the projects as identified.
- 3. It is clarified that the statutory fee for the clearances shall be borne by the GPCL at actuals. All other costs including technical inputs, testing of various parameters, travel etc. shall be borne by the Consultant.

## d) Stage 4: Working Drawings and Tender Documents

 Prepare working drawings, specifications, and schedule of quantities [precise detailed measurements sheets with clear location references and Rate Analysis] sufficient to prepare estimate of cost and tender documents including code of practice covering aspects like mode of measurement, method of payments, quality control procedures on materials & works and other conditions of contract in accordance with codal procedures.

## e) Stage 5: Assistance in tender invitation, analysis, negotiations, and selection of agencies

- 1. Preparation of integrated time schedule for execution.
- 2. Short listing of vendors and agencies for execution
- 3. Scrutiny, evaluation, and thorough analysis of technical and financial bids
- 4. The approach and methodology for better implementation of project professionally & comprehensive planning is to be submitted for approval and smooth implementation of the project in time bound manner.
- 5. Liaising & co-ordination with the local authorities, contractor / agency and the GPCL for obtaining necessary permissions /NOCs / statutory approvals, if any
- 6. Furnish six copies of working drawings, schedules, new specification, and quantities to enable them to fulfil their obligations under the conditions of the Tender.
- 7. Assist the Corporation in evaluating all new item quotations and make recommendations in connection with the specifications and drawings connected with the project.

#### f) Stage 6: Assistance during Construction

- 1. Prepare and issue working drawings, specification, and details for proper execution of works during construction.
- 2. Issue the plinth level drawings on issuance of LOA to selected contractor / agency.
- 3. All Working drawings required for execution shall be issued in advance, as required by the Contractor / Agency from time to time.
- 4. Approve samples of various elements and components
- 5. Check and approve drawings submitted by the Contractor / vendors when required
- 6. Visit the site to inspect and evaluate the construction works and where necessary clarify any decision, offer interpretation of the drawings / specifications, attend meetings to ensure that the project proceeds generally in accordance with the conditions of the

- contact and keep GPCL informed and render advice on actions.
- 7. Prepare drawings necessary for GPCL's statutory approvals and ensure compliance with codes, standards and legislation, as applicable and assist GPCL's in obtaining the statutory approvals thereof, if required
- 8. Prepare and submit complete drawings and details sufficient to commence wok at site and for proper execution during the construction.
- 9. Visit the site of works as and when necessary to clarify any decisions or interpretation of the drawings and specification that may be necessary and attend conference and meetings, as and when required an to ensure that the project process in accordance with condition of the contract.
- 10. Approve the schedule of work of progress submitted to the contractors
- 11. Prepare and supply to the contractors such further drawings, schedule, new specifications, and quantities to enable them to fulfil their obligations under the conditions of the contract.
- 12. Assist the corporation in obtaining all necessary permission, license and approval form the different authorities required by the corporation for execution of the project,
- 13. Render technical advice and assistance necessary for the project.

## g) Stage 7: Supervision and Inspection Stage

- 1. The Consultant shall appoint a local liaising person / technical staff required to be consulted by the GPCL for the purpose of the project. The supervision work at site will be done periodically by the qualified engineer
- 2. The measurement sheets shall be signed by the Consultant following due verifications for
- 3. certification of contractor's bills and monitoring the performance of the contractor
- 4. The Consultant shall provide periodic supervision and inspection as may be necessary to ensure that works are being executed in accordance with the concept and working drawing and specification.
- 5. The Consultant shall advice the GPCL about the progress and quality of work and the standard of materials used and endeavour to guard the GPCL against any defect and deficiencies in the work of the contractor/s.
- 6. Following the design phase, the Consultant shall render services as a PMC.

## h) Services as a PMC

## Execution / Implementation of work.

- 1. Interact with various Agencies, Contractor & Other Consultants for speedy flow of information, drawings, clarification etc. with verification of actual site situation in relation to the Drawings issued.
- 2. Supervise / monitor the works continuously on daily basis for conformity with quality, good workmanship, line, levels etc. and provide total superintendence to works.
- 3. Co-ordinate with participating agencies, Liaison with Local Authorities / stakeholders on daily basis to ensure all the works progress in a systematic, synchronized manner and time bound manner.
- 4. Conduct regular site meetings to sort out the bottlenecks holding the progress, including taking up required permissions & sort out the Land Use issues (if any) & In case the work is hold up for a week, PMC should report to GPCL's Head office (HO) in

- person and coordinate to resolve the issue/s from Head office, GPCL by deputing Senior Engineer till it is resolved to further recommence the work.
- 5. Interact regularly with GPCL on all matters related to execution including submission of weekly progress reports, cost status etc.
- 6. Verify the contractor's site measurements, bills and issue appropriate payment certificate with
- 7. taking and recording MB (Measurement Book).
- 8. Organize and witness the testing along with various test reports of contractor and commissioning of services and systems
- Prepare cash flow charts and update budget estimate as per actual execution and keep GPCL informed on all the changes prior to implementation & execution of works if any with submission of specific reports.
- 10. Monitor the variations and deviations from the original designs, concept and work order and keep the GPCL informed including obtaining prior approvals from the client whenever required with submission of Excess/Saving Statements.
- 11. Following Registers should be maintained along with other registers required as per necessity at every site with addition of other registers required as per need basis which will be inspected by GPCL Engineers as and when there is site visit.
- 12. Site visit Register
- 13. Drawing Register- which should clearly depict the Drg No, Title, Date of Issue, Received date, Revision Dates & Revision Nos
- 14. Tender's Technical & Financial Bid
- 15. Steel and Cement consumption Register
- 16. Quality control Register
- 17. BBS Register
- 18. Cube Test Register
- 19. The Consultant shall not make any deviations, alterations or omissions from the approved drawings, involving financial implications without prior consent of the client.
- 20. Work has to be carried out only after understanding all Drawings, should follow in totality the note written in the structural drawing which is issued by Architect for implementation & before starting the work according to Drawings, in case if there is any increase/discrepancy in tendered quantity, it should be immediately informed to GPCL for taking written permission
- 21. The Consultant shall not, without prior written sanction of the GPCL, make any deviation in the plans, specification, approved rates & quantities etc. for any items approved by the GPCL.
- 22. The GPCL shall be communicated for all changes, decisions, etc. in writing as shortest in time as possible well in advance.
- 23. Drawing, plans and specification are the property and ownership of GPCL, irrespective of whether the work has been executed or not.
- 24. Consultant should check the specification of all the aggregates including sand, Grit & kapachi & should be used as per Gradation/specification of work only.
- 25. Consultant shall supervise thoroughly and get the work implemented for structural soundness & operational effectiveness of the works by the Contractor.
- 26. The Consultant is required to provide services in respect of monitoring, supervision,

- implementation, execution and recording of work as being correctly interpreted/implemented with the design of architect by the contractor
- 27. At any point of time, if doubt or discrepancy found in allotted drawing / design, Consultant shall submit the clear alternate / solution with technical justification to GPCL.
- 28. The Consultant shall supervise and monitor the construction work for preoperative and execution on day to day basic during the work under progress to achieve the stipulated standards of quality of the project and timely completion.
- 29. To conduct regular site meetings, coordinate & liaison to sort out the bottlenecks obstructing the progress
- 30. To interact regularly with GPCL on all matters related to execution including submission of weekly progress reports, cost status etc.
- 31. To prepare cash flow charts and update budget estimate as per actual execution and keep GPCL informed on all the changes prior to implementation & execution of works if any.
- 32. The Consultant shall develop and follow the computerized reporting and record management system and shall obtain prior concurrence of the same from GPCL.
- 33. To Co-ordinate with participating agencies on daily basis to ensure all the works progress in a systematic, synchronized and time bound manner & has to submit weekly report to GPCL showing clearly whether work progress is as per the Work Bar-chart, Time limit and scheduled of implementation with highlighting delayed activities & action required from whom -along with any critical issue / Bottleneck to be resolved & if the work is held up for more than 10 days, Consultant should report to GPCL head office and resolve the issues from GPCL office and follow up the matter till resolved.
- 34. To monitor the variation and deviation from the original designs, concept and quantity in the work order and keep the client informed including obtaining prior approvals from the client whenever required.
- 35. In no case Consultant will allow Excess in execution of items- where quoted rate is higher than estimated rate & No saving will be there -where quoted rate is below estimated rate- Except written approval of GPCL.
- 36. Consultant shall depute additional coordination engineer- project wise in GPCL office irrespective of the project cost.
- 37. Consultant shall mandatory establish separate fully equipped local site office within 15 km radius of site.
- 38. The Consultant shall deploy experienced resources, full time at the site as per the terms and conditions of engagement / Letter of empanelment / GR
- 39. Consultant whose head office/base is out of Gujarat shall establish a regional office in Ahmedabad / Gandhinagar irrespective of the project cost.
- 40. During the course of implementation of projects, prior & post execution stages, including settlement of claims & arbitration matters, if any- in all actions Consultant should indemnify & safeguard the interest of GPCL.
- 41. If the works gets stop due to some or the other encroachments, Consultant is

- supposed to inform the respective Department and till the works get started on site the concerned Engineer should remain present in the Office of the Concerned Engineer in the Department.
- 42. Other than the fee which is to be given to the Consultant, no other expense i.e. Laboratory testing, to and fro transportation cost to attend the meetings etc will be given by the Department. The fees will be paid by checking the actual work carried out by the Contractor on site.

## **Post Execution Stage**

- 1. Obtain integrated as-built up drawing, incorporating the details of various works actually executed.
- 2. Obtain guarantee certificate, maintenance manuals from specialist agencies and compile them in a easily understandable for future reference.
- 3. Prepare an integrated housekeeping, operation and maintenance manual for proper upkeep of the premises.
- 4. Assist GPCL to appoint suitable agencies for operation, maintenance, and housekeeping.
- 5. Assist GPCL in settlement of agencies accounts.
- 6. Assist GPCL in settlement of any extra / excess items if any.

**Note:** The above scope of works is indicative only and will vary depending on the requirement of the specific project and its mode of procurement / development. The detailed scope of work of each project / assignment shall be indicated in the limited tender / RFP to be floated for seeking proposals from empaneled firms.

## **5. PAYMENT TERMS & CONDITIONS**

Sr. No.	Activities & Submission Stages	Percentage of Payment
1	Submitting and approval of conceptual Drawings, preliminary estimate of cost, architectural drawings, estimate as per the approved conceptual drawing, pretender architectural and Engineering working drawings	7.5%
2	Submitting detailed specifications, bill of quantities, detailed architecture working designs together with estimates of cost sufficient to invite Tenders. On submitting drawings for obtaining approval from statutory bodies, award of the project to the contractor	7.5%
3	During the course of construction proportionate according to the progress	75% (Distributed over the corresponding payments as made to the executing agency.)
4	On completion of Project / work	10% after releasing of B.G. and S.D. to the executing agency

**Note:** This is a typical fee structure. The detailed terms and conditions of payment and deductions and security shall be intimated to the selected consultant on a case to case basis.

#### 6. ELIGIBILITY CRITERIA

Only the applicants satisfying the criteria below shall be considered applicable for applying for this EOI. The empanelment of Architectural firms shall be made in two categories, namely, Category A and Category B as per details below:

- 1) Category A: for projects costing more than INR 02 Cr.
- 2) Category B: for projects costing less than INR 02 Cr.

#### 6.1 General Eligibility

- a) The applicant should either be a single legal entity, including a sole proprietor or a partnership firm or a limited liability partnership firm or a company, registered / incorporated under relevant laws in India.
- b) The applicant must have a valid Permanent Account Number (PAN) of the IncomeTax Department and GST Number.
- c) The applicant should have experience of providing Architectural services for \*Similar projects for a period of minimum 7 (Seven) years as on the last day of submission date of this EOI.
- d) The applicant who has been blacklisted / deregistered /barred by GPCL / Government of Gujarat, Central/State Government Department or Public Sector Undertaking from participating in projects in any part of India in the last 3 years as on the Bid Due Date, would not be eligible to submit the Bid. The applicant should submit the undertaking to this effect in pro-forma as given in Annexure 5.
- e) Joint ventures / consortium of firms is not allowed to apply for empanelment.

(Applicants shall provide the information regarding Applicant Profile, Organizational detail and In-house Architect Strength in formats provided in Annexure 2A, Annexure 2B and Annexure 2C)

#### 6.2 Technical Eligibility

- i) The following definitions shall be considered for the conditions set out in Technical Eligibility Criteria.
  - (a) \*Similar nature means providing Architectural designs for residential / commercial / institutional buildings, group housing, townships projects, plotted housing schemes, etc., during the last 7(Seven) years as on last day of the EOIapplication submission.
  - (b) **Building works** referred here as multistoried composite building works, residential townships, economic zones (SEZs), industrial parks, schools,
    - colleges, universities, IT-ITeS campuses, hostel buildings, auditoriums, convention centers, hotels, resorts, and serviced apartments, etc., for Government / Private clients.
  - (c) \*\*Cost refers to the Project Construction cost and not the Consultancy fee. The project construction cost can contain costs of multiple project components executed under

a single contract / agreement. The project cost excludes GST.

- (d) **'Completed'** project refers the project undertaken in a single consultant's contract / work order, not in consortium orjoint venture or partnership.
- ii) The Technical Eligibility conditions for the above two categories of empanelment are as provided below:

Empanelment Category	Technical Eligibility Criteria	
	i) The Applicant should be a private / public limited company or partnership firm (including LLP) or expert institution or proprietorship firm and should be in existence in India for a minimum period of 05 years as on the EOI Due Date.	
	ii) The Applicant should also have a COA Registered Architect in the capacity of a Director / Proprietor / Partner, as the case may be.	
	iii) The Applicant should have successfully completed / substantially (at least 80%) <b>Completed</b> project of * <b>Similar</b> nature in the last 07 years (as on EOI due date) projects towards providing Comprehensive Architectural Consultancy Services (including designing, estimates, detailed drawings, building services including M/E/P/F) for Government clients, in India. The <b>cost**</b> of such work shall be as under:	
	One project costing INR 02 Cr or more in a single agreement.	
	(Or)	
	Two projects costing INR 01 Cr or more in a single agreement.	
	(Or)	
Category A: for projects	Three projects costing INR 0.80 Cr or more in a single agreement.	
costing more than INR 02 Cr.	iv) The Applicant should have successfully completed / substantially (at least 80%) <b>completed</b> projects of <b>PMC</b> nature in the last 07 years (as on EOI due date) projects towards providing Construction Supervision Service / Day to day supervision / Project Management Consultancy for Government clients, in India. The <b>cost**</b> of such work shall be as under:	
	One project costing INR 02 Cr or more in a single agreement.	
	(Or)	
	Two projects costing INR 01 Cr or more in a single agreement.	
	(Or)	
	Three projects costing INR 0.80 Cr or more in a single agreement.	
	v) The Applicant should not be blacklisted by any Government Department, Organization, Corporation, or any other body	

## Note:

1) Applicants must ensure that all relevant documents as specified above have been attached.

2) Applications not conforming to the above requirements may be rejected.

Empanelment Category	Technical Eligibility Criteria	
	<ul> <li>i) The Applicant should be a private / public limited company or partnership firm (including LLP) or expert institution or proprietorship firm and should be in existence in India for a minimum period of 05 years as on the EOI Due Date.</li> </ul>	
	ii) The Applicant should also have a COA Registered Architect in the capacity of a Director / Proprietor / Partner, as the case may be.	
Category B: for projects	iii) The Applicant should have successfully completed / substantially (at least 80%) <b>Completed</b> project of *Similar nature in the last 07 years (as on EOI due date) projects towards providing Comprehensive Architectural Consultancy Services (including designing, estimates, detailed drawings, building services including M/E/P/F) for Government clients, in India. The <b>cost**</b> of such work shall be as under:	
costing less	One project costing INR 0.80 Cr or more in a single agreement.	
than INR 2.00 Cr.	(Or)	
Cr.	Two projects costing INR 0.60 Cr or more in a single agreement.	
	(Or)	
	Three projects costing INR 0.40 Cr or more in a single agreement.	
	iv) The Applicant should have successfully completed / substantially (at least 80%) <b>completed</b> projects of <b>PMC</b> nature in the last 07 years (as on EOI due date) projects towards providing Construction Supervision Service / Day to day supervision / Project Management Consultancy for Government clients, in India. The <b>cost**</b> of such work shall be as under:	
	One project costing INR 0.80 Cr or more in a single agreement.	
	(Or)	
	Two projects costing INR 0.60 Cr or more in a single agreement.	
	(Or)	
	Three projects costing INR 0.40 Cr or more in a single agreement.	
	v) The Applicant should not be blacklisted by any Government Department, Organization, Corporation, or any other body	

## Note:

- 1) Applicants must ensure that all relevant documents as specified above have been attached.
- 2) Applications not conforming to the above requirements may be rejected.
- iii) Applicant shall submit the technical eligibility criteria details as stipulated in section 5.2
   (ii) along with supported and self-attested documentary proof as indicated in Annexure
   Page 23 of 50

3A and section 5.2 (iv).

iv) The applicant shall submit a certified copy of award letter/ agreement / completion certificate issued by the concerned client not less than Executive Engineer in Government and not less than General Manager in private Sector for consultancy assignments undertaken, in support of such submission.

## 6.3 Financial eligibility

i) The financial eligibility conditions for the two categories of empanelment are as provided below:

Empanelment Category	Financial Eligibility Criteria	
Category A: for projects costing more than INR 02 Cr.	The firm should have an annual average turnover of INR 50.00 lakhs certified by a chartered accountant during the last 3 (three) financial years ending 31 March 2023.	
Category B: for projects costing less than INR 02Cr	The firm should have an annual average turnover of INR 30.00 lakhs certified by chartered accountant during last 3 (three) financial years ending 31 March 2023.	

ii) The Applicant shall submit the Auditors' certificate on Turnover and Profit for the last 3 (three) financial years in the format given in Annexure 4 along with Audited Annual Accounts for the last 3 (three) financial years

#### 6.4 Evaluation Criteria

GPCL may constitute Evaluation Committee to evaluate the documents as submitted by Applicants for a detailed scrutiny.

- 6.4.1 Evaluation Committee may, at its discretion, call for additional information from the Applicant(s). Such information has to be supplied within the set out time-frame, otherwise the Evaluation Committee shall make its own reasonable assumptions at the total risk and cost of the Applicants. Seeking clarifications cannot be treated as acceptance of the proposal.
- 6.4.2 The Applicants shall provide all the necessary documents, samples and reference information as desired by the Committee. The Applicants shall also assist the Committee in getting relevant information from the Applicants references, if so desired.
- 6.4.3 In order to qualify to get empaneled, an Applicant must secure at least 60% marks as per the evaluation pattern mentioned in the following sections.
- 6.4.4 Applications would be evaluated only for those, who qualify the **Eligibility Criteria.** The Evaluation shall be based on the parameters and marks as mentioned in the Table below for each category.

Category A: for projects costing more than INR 02 Cr.

Sr. No.	Criteria	Maximum Marks
	Minimum Average Annual Turnover of the Applicant as per eligibility criteria 6.3 (i), as on EOI due date.  Rs. 0.50 crores & < Rs. 0.80 crores: 15 marks  Rs. 0.80 crores: 20 marks	20 marks
2.	Total cost of eligible projects of *Similar nature as per eligibility criteria 6.2 (ii), handled by the Applicant.  If Y is > 0.80 & < 01 = 15.00 marks  If Y is > 01 & < 02 = 20.00 marks  If Y is > 02 = 25.00 marks  (Y= Eligible works handled in Rs. Crores).	25 marks
3.	Total cost of eligible projects of <b>PMC</b> nature as per eligibility criteria 6.2 (ii), handled by the Applicant.  If Y is > 0.80 & < 01 = 15.00 marks  If Y is > 01 & < 02 = 20.00 marks  If Y is > 02 = 25.00 marks  (Y= Eligible works handled in Rs. Crores).  Additional 2.5 marks for each project wherein the Applicant has provided services towards day-to-day supervision	25 marks
4.	Technical Presentation  Showcasing iconic projects – national and international Innovative practices Technical resources Approach and Methodology for overall scope of work, Awards and accolades	30 marks
	Total Marks	100

## Note:

- a) The Applicants are not required to submit the presentation along with the technical submission, however, they must take note that the GPCL may invite the Applicants for Technical Presentation at a short notice, and they should be prepared with the same. No extension in this regard shall be given at a later stage.
- b) Applications scoring at least 60% marks shall be eligible for empanelment.

Category B: for projects costing less than INR 2.00 Cr.

Sr. No.	Criteria	Maximum Marks
	Minimum Average Annual Turnover of the Applicant as per eligibility criteria 6.3 (i), as on EOI due date.  Rs. 0.30 crores & < Rs. 0.60 crores: 15 marks  Rs. 0.60 crores: 20 marks	20 marks
	Total cost of eligible projects of *Similar nature as per eligibility criteria 6.2 (ii), handled by the Applicant.	
	<ul> <li>If Y is &gt; 0.40 &amp; &lt; 0.60 = 15.00 marks</li> <li>If Y is &gt; 0.60 &amp; &lt; 0.80 = 20.00 marks</li> </ul>	
	<ul><li>If Y is &gt; 0.80 = 25.00 marks</li><li>(Y= Eligible works handled in Rs. Crores).</li></ul>	25 marks
	Total cost of eligible projects of <b>PMC</b> nature as per eligibility criteria 6.2 (ii), handled by the Applicant.	
	■ If Y is > 0.40 & < 0.60 = 15.00 marks	
	■ If Y is > 0.60 & < 0.80 = 20.00 marks	
	■ If Y is > 0.80 = 25.00 marks	
	(Y= Eligible works handled in Rs. Crores).  Additional 2.5 marks for each project wherein the Applicant has provided services towards day-to-day supervision	25 marks
4.	Technical Presentation	
	<ul> <li>Showcasing iconic projects – national and international</li> </ul>	
	<ul><li>Innovative practices</li></ul>	20 marika
	Technical resources	30 marks
	<ul> <li>Approach and Methodology for overall scope of work,</li> </ul>	
	Awards and accolades	
	Total Marks	100

#### Note:

- a) The Applicants are not required to submit the presentation along with the technical submission, however, they must take note that the GPCL may invite the Applicants for Technical Presentation at a short notice and they should be prepared with the same. No extension in this regard shall be given at a later stage.
- b) Applications scoring at least 60% marks shall be eligible for empanelment.

#### 7. PREPARATION OF EOL

- Applications must be complete in all respect.
- Applicants must adhere to formats, wherever prescribed.
- All communication and information shall be provided in writing and in English language only.
- All financial data shall be given (converted) in Indian Rupees only.
- All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the amount stated in words will be taken as correct.
- No Applicant will be allowed to modify, substitute, or withdraw the EoI after its submission and after
  the Application Due Date. However, TCGL or any of its agencies reserves the right to seek additional
  information and/or clarification from the Applicants, if found necessary, during the course of
  evaluation of the EOI. Non-submission, incomplete submission or delayed submission of such
  additional information and / or clarifications sought by TCGL or any of its advisors / consultants, may
  be a ground for rejecting the EOI.
- If any claim made or information provided by the Applicant in the EOI or any information provided by
  the Applicant in response to any subsequent query by TCGL or any of its agencies, is found to be
  incorrect or is a material misrepresentation of facts, then their Application shall be liable for rejection.
  Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of
  TCGL or any of its agencies and if TCGL or any of its advisors / agencies / consultant is adequately
  satisfied.
- Every page should preferably be sealed / signed by the Applicant's authorized
- representative and in the prescribed order & in formats as provided along with this EOI.
- Applicants should read corrigendum / addendum (if any) and should submit their EOIs in line with same.

#### **Pre-EOI Meeting**

- A Pre-EOI meeting will be held, at 1500 Hrs (IST) on \_\_/\_\_/2024, at Conference Room, GPCL, Gandhinagar to assist the applicants in resolving their queries, if any.
- The purpose of the pre-EOI meeting will be to clarify queries of the Applicants related to the Assignment and EOI document, if any.
- Any modification in the conditions of the EOI, whether emerging out of the Pre-EoI meeting `or otherwise shall be uploaded on the websites <a href="www.gpcl.gujarat.gov.in">www.nprocure.com</a>
   Applicants are requested to regularly visit the websites for further amendments as any amendments / corrigendum / modification will be notified on these websites only and such modification will be binding on them.

#### 8. SUBMISSION OF EOI

- a) The EOI application shall be submitted online on n-procure as well as in hard copy in a sealed envelope with title as "EMPANELMENT OF FIRMS FOR PROVIDING COMPREHENSIVE ARCHITECTURAL CUM PMC SERVICES FOR GPCL FOR EMPANELMENT CATEGORY....." (Mention the category of project) on or before the respective last dates and time for receipt of applications mentioned in this EOI.
- b) Physical submission of Applications shall be submitted with all pages in bound format (hard / soft/ spiral / spiro etc.) with no loose sheets. Each page of EOI should be numbered and, in conformance to the eligibility qualifications, which should be clearly indicated using an index page. The Application should not contain any irrelevant or superfluous documents.
- c) Applicant shall be required to submit 01 printed copy of the complete EOI & a Pen drive containing the soft copy / scanned copy of the same.
- d) Every page of the documents submitted by the Applicants must be duly signed as explained at previous sections. The applicant shall send the documents by post / courier to the address mentioned below before the submission due date as mentioned in this EOI document.

## General Manager,

Gujarat Power Corporation Limited,

Block No. 8, Sixth Floor, Udhyog Bhavan, Sector- 11,

Dist.: Gandhinagar, Gujarat- 382011

E-mail: gpclprojects@gmail.com

- e) The application shall include following documents (including but not limited to)
  - i) Covering Letter (Form 1)
  - ii) Applicant's Organization Details (Form 2)
  - iii) Letter for Undertaking (Form 3)
  - iv) Power of Attorney for the EOI Signatory (Form 4)
  - v) Format for Financial Summary (Form 5)
  - vi) Format for Experience (Form 6a & 6b)
  - vii)Furnished Checklist of Documents to be submitted along with this Application(Vide Clause 8 of this EoI)
  - viii) Other supporting / relevant documents
- f) Besides above documents, following supporting documents also need to be submitted along with the bid:
  - i) Original documents certifying applicant's legal status
  - ii) Certificate of incorporation
  - iii) Power of attorney in favor of Authorized Signatory
  - iv) Latest company brochures/ capabilities statement
  - v) Audited Annual Accounts for the last 3 (Three) financial years i.e., 2020-21,2021-22 and 2022-23

- vi) Certificates of completed work/ projects and experience details during last 7 (Seven) years
- vii) Certificates of Currently Ongoing Projects
- g) Applicants shall submit the EOI in the prescribed format in English language only and in case of documents and certificate in other language the same shall be supported with translation in English language.
- h) The EOI shall be submitted along with a covering letter (Form 1) together with the desired supporting documents and proof on the letter head of the Applicant and each page of the Application duly signed by the head or Authorized signatory of the Applicant under a common seal.
- i) The physical submission of EOI should be as per following:

The envelope containing EOI Application shall be sealed and superscripted "EMPANELMENT OF FIRMS FOR PROVIDING COMPREHENSIVE ARCHITECTURAL CUM PMC SERVICES FOR GPCL FOR EMPANELMENT CATEGORY A OR CATEGORY B". Following list of documents shall be submitted as part of EOI Application:

#### Cover 1

- EOI Fee in the form of a Demand Draft and
- EOI Security in the form of a BG or FDR,

#### Cover 2

- Form 1: Covering Letter
- Form 2: Applicant's Organization Details
- Form 3: Letter for Undertaking
- Form 4: Power of Attorney for the EOI Signatory
- Form 5: Format for Financial Summary
- Form 6a & 6b: Format for Experience
- Other supporting / relevant documents

Note: The Category, the Applicant is applying for, with details should be clearly mentioned in Form 1.

## 9. CHECKLIST AND SEQUENCE OF DOCUMENTS TO BE SUBMITTED ALONG WITH THE EOI APPLICATION

The Applicant shall include the below Checklist in the Application indicating the page number of the required forms, supporting documents mentioned below.

## **EOI Submission Checklist**

Sr. no	Enclosures to the Application	Status (Submitted/ Not Submitted)	Page Number (of the bound EOI Document)
1)	Application Cover letter (As per <b>Form 1</b> )		
	Details of Applicants Organization (As per <b>Form 2</b> along with supporting documents)		
3)	Format for Letter of Undertaking (As per <b>Form 3</b> )		
1 '	Format for Power of Attorney for the Eol Signatory		
	(As per <b>Form 4</b> on requisite stamp paper )		
5)	Format for Financial Summary		
	(As per <b>Form 5</b> along with Audited Balance Sheets and Annual Reports)		
6)	Format for Experience		
	(As per <b>Form 6a and 6b</b> along with supporting documents from Client's side)		
	EOI Fee and EOI Security of the categories the Applicant is applying for.		

#### 10. CLARIFICATIONS & AMENDMENTS OF EOI

- a) Queries, if any, proposed to be raised at the meeting as referred to above by the Applicants should be submitted to GPCL in writing at least one (1) working day before the date of the meeting and a soft copy (in word format) of the same shall be e-mailed to GPCL i.e. gpclprojects@gmail.com.
- b) At any time prior to the Application Due Date, the GPCL may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify terms and conditions of EOI through issuance of corrigendum and addendum.
- c) All prospective Applicants are requested to browse website i.e. www.gpcl.gujarat.gov.in and www.nprocure.com, for further amendments as any amendments / corrigendum / modification will be notified on any or both of these websites only and such modification will be binding on them.
- d) In order to afford the applicants a reasonable time for taking an Addendum into account or for any other reason the GPCL may, in its sole discretion, extend the Application Due Date.

#### 11. FRAUDULENT AND CORRUPT PRACTICES

If an Applicant is found by GPCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the EOI Process, such Applicant shall be removed from the empanelment list and shall not be eligible to participate in any tender or EOI issued by the GPCL.

#### 12. RIGHT TO ACCEPT OR REJECT

- i) GPCL reserves the right, without any obligation or liability, to accept or reject any or all of the applications, and at any stage of the process, to cancel or modify this process, or any part thereof, or to vary any of the terms and conditions, or to cancel this process and/or to initiate a new process without assigning any reason whatsoever.
- ii) GPCL reserves the right to drop any Applicant from the empaneled list, add morefirms to the empaneled list and/or curtail the empaneled list without assigning any reason whatsoever. GPCL also reserves the right to modify the terms and conditions of empanelment.
- iii) GPCL also reserves the right to empanel / select any other firms or engage any firm outside the list of Empaneled Firms, if required after carrying out a competitive bid / selection process or through suitable mechanism as per discretion of GPCL.
- iv) All decisions taken by GPCL regarding empanelment / selection / award of work to empaneled firms shall be final and binding on all Empaneled Firms.
- v) GPCL also reserves the right to empanel / select any other firms or engage any firms outside the list of empaneled firms, if required after carrying out a competitive bid / selection process or through suitable mechanism as per the discretion of GPCL.

#### 13. EOI PROCESSING FEE & EOI SECURITY CUM TEST OF RESPONSIVENESS

Prior to evaluation of the documents contained in the Application, GPCL shall determine whether each Application is responsive to the requirements set out in this EOI. An Application (for Category A or B) shall be considered responsive only if:

- It is received by the EOI due date including any extensions thereof.
- The Part-1 submission (Cover-1) shall contain the EOI Fee and EOI Security as defined under:
  - a) **EOI Fee:** Applicant has to furnish, as part of its submission, non-refundable EOI Fee amounting to Rs. 2400/- (Rupees Two Thousand & Four Hundred only) for Category A or B in the form of a **Demand Draft (DD)** drawn in favor of **Gujarat Power Corporation Limited**, payable at Gandhinagar. The EOI fee shall be submitted separately (a separate Demand Draft) for each category the Applicant is applying for.
  - b) **EOI Security:** Applicant has to furnish, as part of its submission, EOI Security / Earnest Money Deposit as under

**Category A:** amounting to Rs. 2,00,000 (Rupees Two Lakhs only) OR

Category B: amounting to Rs. 1,00,000 (Rupees One Lakh only)

in the form of a Bank Guarantee (Refer to Annexure A for List of Banks in case EOI Security is being submitted in the form of Bank Guarantee. The format of BG is placed in Form 7) or Fixed Deposit Receipt in the name of Managing Director, Gujarat Power Corporation Limited. The validity period of the EOI Security should not be less than 180 (one hundred and eighty) days from the EOI Due Date (which shall be extended on mutual agreement).

The EOI Security shall be returned without any interest within 30 days of issue of empanelment letters to successful applicants.

Note: Applicants must ensure that the purchaser of the DD towards EOI Fee should be the Applicant only. DDs purchased under the hand/in the name of any purchaser, other than the Applicant, may render the Application non-responsive.

 It does not contain any condition or qualifications, and it is not non-responsive in terms hereof.

Responsive Applications, fulfilling the criteria as given above, shall be evaluated as given below

## Note: Applicants must take utmost care that the submission made by them shall also adhere to the following:

- It is signed, sealed, bound together and marked as stipulated in this EOI document.
- It is received as per the formats prescribed in the Clause No. 9 as per the EOI document.
- It contains information in formats same as those specified in this EOI document.
- It contains the necessary documentary proof as specified in the checklist mentioned in EOI document.

- i) The Applicants are required to submit a Non-Refundable amount of INR 2400/- (Two Thousand and Four Hundred) to be payable in the form of Demand Draft or Pay Order or Banker's Cheque in favor of "Gujarat Power Corporation Limited" payable at Gandhinagar, Gujarat drawn on any Nationalized/scheduled bank, along with the EOI Security & EOI Application as non- refundable cost of EOI Processing Fee.
- ii) The Processing Fee & EOI Security shall be submitted as part of the Application in a separate sealed cover each. Any Application not accompanied with the Processing Fee & EOI security in the specified amount and acceptable form will be summarily rejected by the GPCL as being non-responsive and Applications of such Applicant shall not be evaluated further.

## 14. SUBMISSION OF EOI - PACKING, SEALING AND MARKING

- i) The EOI must be inserted in sealed envelopes, along with applicant's name and address in the left-hand corner of the envelope and super scribed in "EOI for Empanelment of Firms for providing Comprehensive Architectural Services to GPCL for Empanelment Category......." (Mention the category of project)
- ii) The EOI shall be sent to GPCL, Gandhinagar at the following address:

## General Manager,

Gujarat Power Corporation Limited, Block No. 8, Sixth Floor, Udhyog Bhavan, Sector- 11,

Dist.: Gandhinagar, Gujarat- 382011 E-mail: gpclprojects@gmail.com

If the envelope is not sealed and marked as mentioned above, GPCL will not be responsibility for any misplacement or premature opening. Applications received through Email, Telex, cable or facsimile will be rejected).

#### 15. NUMBER OF EOI's

An Applicant is eligible to submit only one Application for the respective category. The Applicant shall submit the Application in Two Copies making One 'Original' and another 'Duplicate'.

#### **16. VALIDITY OF PROPOSAL**

EOI application shall remain valid for 180 days after the Due Date of submission of application. A proposal valid for a shorter period shall be rejected as 'non- Responsive'.

#### 17. DISPUTES

All legal disputes are subject to the jurisdiction of Gandhinagar (Gujarat) court only.

## 18. ACKNOWLEDGEMENT BY APPLICANT

It shall be deemed that by submitting the EOI, the applicant has:

- (a) Made a complete and careful examination of the EOI, terms, submission formalities and evaluation mechanism.
- (b) Received all relevant information requested from GPCL.
- (c) Acknowledged and accepted the risk of inadequacy, error or mistake in the

information provided in this invitation document or furnished by or on behalf of GPCL.

- (d) Satisfied about all matters, things and information necessary and required for submitting the proposal and performance of all of its obligations there under.
  - Acknowledged that it does not have a conflict of interest with any other Firms; and
  - ii. Agreed to be bound by the undertaking provided by it under and in terms hereof.
- (e) GPCL shall not be liable for any omission, mistake or error on the part of the firm in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to this invitation document or the selection process, including any error or mistake therein or in any information or data given by the GPCL.

#### 19. RIGHT TO REJECT ANY OR ALL PROPOSALS

Notwithstanding anything contained in this invitation document, the GPCL reserves the right to accept or reject any Proposal and to annul this selection / empanelment Process and reject all proposals, at any time without any liability or any obligation for such acceptance rejection or annulment, and without assigning any reasons thereof. GPCL, also, reserves the right to reject any Proposal if:

- a) at any time, a material misrepresentation is made or uncovered, or
- b) the applicant does not submit sufficient information as being asked for.

## 20. LANGUAGE

The EOI and all communications in relation to or concerning the Empanelment Process shall be in English language and strictly on the formats provided in this invitation document.

## **21. EOI SUBMISSION DUE DATE**

Duly sealed EOI application from of the applicant filled in all respect must reach GPCLoffice at the address before or on the time and date specified in the invitation letter through Speed / Regd. Post or courier. Submission of Proposal in person will not be accepted. If the specified date for the submission of EOI proposal is declared as a holiday for GPCL, the EOI proposal will be received up to the appointed time on the next working day.

#### 22. LATE SUBMISSION

No applications shall be entertained after the due date of submission of application.

## 23. MODIFICATIONS AND WITHDRAWAL OF EOI PROPOSALS

No modifications to the EOI Applications shall be allowed once it is received by GPCL.

#### 24. EOI APPLICATION OPENING DATE

GPCL will open all EOI applications, in the presence of authorized representatives who choose to attend, at the date and time mentioned in Schedule of Empanelment Process.

The representatives of applicants who are present shall sign a register evidencing their attendance. In the event of the specified date being declared a holiday for GPCL, the proposal shall be opened at the appointed time and location on the next working day. Intimation will be done on the GPCL website and through email.

#### 25. EMPANELMENT PROCEDURE

The broad procedure for empanelment of Architectural firms constitutes as below.

- a) Invitation of Expression of Interest (EoI): GPCL invites the application from eligible consultants to submit their expression of interest to participate in the empanelment procedure.
- b) **Submission of EOI**: The participants will submit the EOI to GPCL along with the details as required in the prescribed manner.
- c) **Scrutiny by the GPCL**: GPCL will scrutinize all the EoI applications received as per the eligibility criteria mentioned in this document.
- d) Empanelment: The eligible applicants would be selected for the Empanelmenton the basis of their credentials. Applicants Empaneled for a 'Category' shallonly be Eligible to Participate in Projects of that 'Category' and the next lower 'Category' (Refer Section 2 (a) for 'Category' of Projects).

#### **26. AWARD OF EMPANELMENT**

After selection, the list containing the name of Empaneled applicants shall be uploaded in GPCL website i.e., https://gpcl.gujarat.gov.in/

## 27. TERMINATION OF EMPANELMENT

If in the view of GPCL, the performance of any firm is not satisfactory or the Consultant has failed to safeguard the interest of GPCL then GPCL may at its sole discretion, terminate the engagement of the consultant, for particular project as well as terminate the consultant's empanelment with GPCL. GPCL, in doing so, shall intimate the consultant in a written termination letter. The decision of GPCL in this matter shall be final and binding.

## Form 1: Format for Covering Letter

[To be furnished by the Applicant on their letterhead]

Date:

To,

## **General Manager**

Gujarat Power Corporation Limited Block No. 8, Sixth Floor, Udhyog Bhavan, Sector- 11,

Dist.: Gandhinagar, Gujarat- 382011

## Subject: Submission of application for Empanelment of Firms for Providing Comprehensive Architectural cum PMC Services for GPCL

Dear Sir,

1. We are submitting this EoI (Application) for the category / ies as per the details below (fill details of categories applying for):

Category	If applying	EOI Fee	EOI Security
	for (yes / no)	(DD number and Bank	(BG / FDR number and Bank
		Name)	Name)
Category A			
Category B			

- 2. We, the undersigned, having carefully examined the referred EOI, offer to provide the required services, in full conformity with the said EOI.
- 3. We have read the all the provisions of EOI and confirm that these are acceptable to us.
- 4. We understand that if an Applicant has been empaneled, it is on the basis of the technical & organizational capabilities and experience of the Applicant taken together. We understand that the basis for our qualification will be the complete documents submitted along with this letter and that any circumstance affecting our continued eligibility as per EOI or any circumstance which would lead or have led to our disqualification, shall result in our disqualification under this empanelment process.
- 5. We agree that if we fail to perform according to the conditions / stipulations of the EoI, GPCL or its representative shall be at liberty to take action in accordance with the EoI.
- 6. We understand that GPCL is not bound to accept any or all Applications it may receive.
- 7. We declare that we have disclosed all material information, facts and circumstances, which would be relevant to and have a bearing on the evaluation of our Application and empanelment as an Agency.
- 8. We do also certify that all the statements made and/or any information provided in our application are true and correct and complete in all aspects.
- 9. We declare that in the event that GPCL discovers anything contrary to our above declarations, it is empowered to forthwith disqualify us and our Application from further participation in the evaluation process.

EOI - Empaneiment of Firms for Prov	ding Comprenensive Architectural cum PMC	Services for GPC
(Signature)	-	
(Name of the person)	-	
(In the capacity of)	-	
Company Seal		
(Name of firm)	-	
Duly authorized to sign Application	on for and on behalf of (Fill in block capita	als)
		_

#### Form 2: Format for Applicant's Organization Details

[To be furnished by the Applicant on their letterhead]

All Applicants shall provide the details in the format below

S. No	Particulars	Details
1.	Basic Information of Applicant	
a)	Name of Applicant	
b)	Country of Incorporation	
c)	Address of the corporate headquarters and its branch office(s), if any, in India	
d)	Offices in Gujarat, if yes, provide details	
e)	Date of incorporation and/or commencement of business	
f)	Applicant is a Proprietorship / Partnership or registered under The Companies Act. Please give details & enclose relevant certificates	
g)	Details of Income Tax Registration: Enclose PAN and GST Details	
h)	Ownership of the Organization (List of stakeholders/ members who own 10% or more stocks & their interest in the company	1. 2. 3. 4. 5.
i)	List of current directors	
j)	Other key management personnel	
k)	COA Registered Architect in the capacity of a Director / Proprietor / Partner, as the case may be.	Name: Designation: COA registration Number: (attached COA registration certificate)
2.	Brief description of the Applicant including details of its main lines of business.	
3.	Details of individual (s) who will serve as the point of contact/communication:  (a) Name (b) Designation (c) Address (d) Telephone Number / Mobile (e) E-Mail Address	

#### Form 3: Format for Letter of Undertaking

[To be furnished by the Applicant on their letter head]

Date:

To,

#### **General Manager**

Gujarat Power Corporation Limited Block No. 8, Sixth Floor, Udhyog Bhavan, Sector- 11, Dist.: Gandhinagar, Gujarat- 382011

### Subject: Submission of application for Empanelment of Firms for Providing Comprehensive Architectural cum PMC Services for GPCL

Sir,

With reference to this our application as per the subject, I/We confirm the following:

 Declaration for Not Blacklisted: I/We hereby confirm that our firm has not been banned or blacklisted by any government organisation / Financial institution / Court / Public Sector Unit / Central Government / State Government as on the Application submission Date.

We also undertake that in case of banning or blacklisting of our firm / agency, by any government organisation / Financial institution / Court / Public sector Unit / Central Government / State Government after Application submission date but on or before the Application Due Date, our Application will not be entertained for evaluation.

#### 2. Indemnity Undertaking:

- a. I / We on behalf of our firm, hereby agree and undertake that I / We have understood all the rules, regulations, guidelines and procedures and all staff Technical & Non-Technical working on behalf of our firm will abide by all the rules, regulations, guidelines, and procedures.
- b. I / We also declare that our firm will be responsible for any safety violations / accident etc. in providing services as per the conditions of the Agreement. GPCL will not be responsible in case of any accident / incident and will not compensate financially or otherwise. I / we hereby declare that I am / we are sole responsible on behalf of the firm for giving such declaration.
- 3. **Anti-Collusion Certificate**: I / We hereby certify and confirm that in the preparation and submission of this Application, we have not acted in concert or in collusion with any other Applicant or any other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive, restrictive or monopolistic trade practice.
  - We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with this Application.

4.	History of Litigation: I / We hereby provide details / Information on any history of
	litigation or arbitration resulting from contracts in last five years or currently under
	execution / operation, which may have an impact on providing services under this
	tender

Award for/ or against Applicant	Name of Client	Litigation & Dispute Matter	Disputed Amount in Rs.

5. **COA Registered Architect as Key Management Personnel (KMP):** I / We hereby provide the details of COA Registered Architect/s as KMP:

S. No.	Name	<b>Designation</b> (Chief Executive Officer / Director / Partner / Proprietor)	COA Registratio
		, Director, Further, Frephieter,	n number:

#### Note:

- 1. The KMP should not be below the designation of a
  - Chief Executive Officer / Director in case the Applicant is private / public limited company or expert institution or LLP and should be duly backed by the Board Resolution endorsing the person.
  - Partner in case the Applicant is a partnership firm duly supported by the Partnership Deed.
  - Proprietor in case the Applicant is a proprietorship firm)

۷.	Applicant must attach COA	registration certificate for	r KMPs mentioned in the list above.
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Dated this	_Day of	_, 2023
Name of the Applicant:		
Signature of the Authorized	d Signatory	
Name of the Authorized Sig	natory	

#### Form 4: Format for Power of Attorney for the Eol Signatory

(on requisite stamp paper)

Know all men by these presents, We, [name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorize Mr / Ms [name], son / daughter / wife of [name], and presently residing at [address], who is presently employed with / retained by us and holding the position of [designation] as our true and lawful attorney (hereinafter referred to as the "Authorised Representative"), with power to sub-delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Application for Empanelment of Firms for Providing Comprehensive Architectural cum PMC Services for GPCL, by the GPCL including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-application and other conferences and providing information / responses to the GPCL, representing us in all matters before the GPCL, signing and execution of all Agreement and undertakings consequent to acceptance of our Application and generally dealing with the GPCL in all matters in connection with or relating to or arising out of our Application for the said Project and / or upon award thereof to us until the entering into of the Consultancy Agreement with the GPCL.

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

IN WITNESS WHEREOF WE, [name of organization], THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [date in words] DAY OF [month] [year in "YYYY" format].

For [name and registered address of organization] [Signature]

[Name] [Designation] Witnesses:

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

Accepted [Signature]

[Name] [Designation] [Address]

#### Notes:

The mode of execution of the Power of Attorney should be in accordance with the
procedure, if any, laid down by the applicable law and the charter documents of the
executant(s) and when it is so required the same should be under seal affixed in
accordance with the required procedure.

- 2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- 3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.

#### Form 5: Format for Financial Summary

Note:

(on the letterhead of the CA / Statutory Auditor)

#### **Average Annual Turnover of the Applicant (from Consultancy Services)**

S. No	Financial Year	Standalone Revenue from Consultancy Services (INR)
1.	FY	
2.	FY	
3.	FY	
	[Average Annual Turnover]	[indicate sum of above divided by 3]

Note: Applicants are required to provide data for last three years ending 31<sup>st</sup> March 2021 / 2022 / 2023. Audited Balance Sheets are also required to be submitted for the same.

UDIN:
Certificate from the Statutory Auditor
This is to certify that [name of Applicant] [registered address] has Standalone Revenue from Consultancy Services shown above against the respective years.
Name of Authorized Signatory
Designation
Name of Applicant
Signature of Authorized Signatory
Seal of Audit firm

- The Applicant shall submit audited annual reports (financial statements: balance sheets, profit and loss account, notes to accounts etc.) in support of the financial data duly certified by statutory auditor/s. In case, company does not have statutory auditor/s, it shall be certified by the chartered accountant that ordinarily audits the annual financials of the company.
- 2. The Document as furnished above shall be verified online through the UDIN and the Balance Sheets. Applicants are advised to ensure that the details as per this form are reproduced online accurately. A sample format of the UDIN when verified online is placed at Form 5(a)

#### Form 5(a): Sample Format for uploading details in UDIN

[This is a sample format only. The Applicants are advised to share this with their CA / Statutory Auditor such that the details under various heads are entered accordingly and the UDIN when verified online matches with the details furnished by the Applicant in Format 3(a)]



DOCUMENT DETAILS		
Verification Date/Time:	NA	
UDIN Generation Date/Time:		
Unique Document Identification Number (UDIN):	To be generated by CA / Statutory Auditor	
Member Details:	Name of the CA / Statutory Auditor(registration number)	
Firm Details:		
Document Type:	Certificate	
Type of Certificate:	Turnover Certificate	
Date of signing of Document:		
Figures/Particulars:	Standalone Revenue from Consultancy	
	Services (in Rs. Crores)	
	1. FY 20XX-XX: 2. FY 20XX-XX: 3. FY 20XX-XX:	
	(years as per the requirements of the tender)	
Document Description:	Standalone Revenue from Consultancy Services of (add name of the	
	Applicant)	
Status:	Active	

#### Form 6: Format for Showcasing Experience

# A. Projects related to Comprehensive Architectural Consultancy Services (including designing, estimates, detailed drawings, building services including

	Status - completed or	Project Cost	Client
	 substantially completed (at least 80 %)		
1.	7-57		
2.			
3.			

# B. Projects related to Construction Supervision Service / Day to day supervision / Project Management Consultancy.

	Name & location of the project	•	Project Cost	If provided day to day supervision Yes / No
1.				100 / 110
2.				
3.				
4.				
5.				
6.				

#### Note:

#### 1) Add rows as required

2) Each project profile has to be duly supported by documentary evidence from the client's side like Work Order, Agreement, Completion / Substantial Completion (clearly mentioning at least 80% completion) Certificate. Applicants are advised to highlight relevant sections of the documentary evidence for quick reference of the GPCL. Projects without evidence shall be rejected. Only eligible projects (as per terms & conditions as provided in EOI) shall be considered for marking.

### 

WHEREAS, GPCL has undertaken the process of "Empanelment of Firms for Providing Comprehensive Architectural cum PMC Services for GPCL" for which purpose GPCL issued an Expression of Interest ("EOI") inviting Applications from the Applicant to for the creation of the said panel ("Project");

WHEREAS, [name of Applicant] (hereinafter called "the Applicant") has submitted his Application dated [date] for

**Category A:** For Projects (at a single location or Multiple locations bundled under single package) more than 2.00 Cr.

#### OR

**Category B:** For Projects (at a single location or Multiple locations bundled under single package) less than 2.00 Cr.

(hereinafter called "the Application").

- 1. [name of the Bank] at the request of the Applicant, do hereby in terms of the EOI, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the EOI by the said Applicant and unconditionally and irrevocably undertake to pay forthwith to GPCL an amount of Rs. 2,00,000/- (Rupees Two Lakh only) OR Rs. 1,00,000/- (Rupees One Lakhs only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Applicant if the Applicant shall fail to fulfil or comply with all or any of the terms and conditions contained in the said EOI.
- 2. Any such written demand made by GPCL stating that the Applicant is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the EOI shall be final, conclusive and binding on the Bank.
- 3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Applicant or any other person and irrespective of whether the claim of GPCL is disputed by the Applicant or not, merely on the first demand from GPCL stating that the amount claimed is due to GPCL by

- reason of failure of the Applicant to fulfil and comply with the terms and conditions contained in the EOI including failure of the said Applicant to keep its Application open during the Application validity period as set forth in the said EOI for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. 2,00,000/-(Rupees Two Lakh only) **OR** Rs. 1,00,000/- (Rupees One Lakhs only)
- 4. We, the Bank, further agree that GPCL shall be the sole judge to decide as to whether the Applicant is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the EOI including, inter alia, the failure of the Applicant to keep its Application open during the Application validity period set forth in the said EOI Documents, and the decision of GPCL that the Applicant is in default as aforesaid shall be final and binding on us, notwithstanding any differences between GPCL and the Applicant or any dispute pending before any Court, Tribunal, Arbitrator or any other GPCL.
- 5. The Guarantee shall not be affected by any change in the constitution or winding up of the Applicant or the Bank or any absorption, merger or amalgamation of the Applicant or the Bank with any other person.
- 6. In order to give full effect to this Guarantee, GPCL shall be entitled to treat the Bank as the principal debtor. GPCL shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said EOI or to extend time for submission of the Applications or the Application validity period or the period for conveying acceptance of Letter of Invitation by the Applicant or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said EOI by the said Applicant or to postpone for any time and from time to time any of the powers exercisable by it against the said Applicant and either to enforce or forbear from enforcing any of the terms and conditions contained in the said EOI or the securities available to GPCL, and the Bank shall not be released from its liability under these presents by any exercise by GPCL of the liberty with reference to the matters aforesaid or by reason of time being given to the said Applicant or any other forbearance, act or omission on the part of GPCL or any indulgence by GPCL to the said Applicant or by any change in the constitution of GPCL or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
- 7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
- 8. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said

notice of claim.

- 9. It shall not be necessary for GPCL to proceed against the said Applicant before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which GPCL may have obtained from the said Applicant or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
- 10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of GPCL in writing.
- 11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
- 12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. 2,00,000/- (Rupees Two Lakh only) **OR** Rs. 1,00,000/- (Rupees One Lakhs only). The Bank shall be liable to pay the said amount or any part thereof only if the Utility serves a written claim on the Bank in accordance with paragraph 8 hereof,
- 13. This Guarantee will remain in force up to 180 (One hundred and eighty) days from the Due Date (inclusive of due date) for submission of the Application, inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between GPCL and the Applicant, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
- 14. The jurisdiction in relation to this Guarantee shall be the Courts at Gandhinagar, Gujarat and Laws in India shall be applicable.

IN WITNESS WHEREOF the Guarantor has executed this Guarantee on this \_ day of \_\_\_\_\_and year first herein above written.

For and on behalf of the BANK by:

(Signature)
(Name)
(Designation)
(Code Number)

(Address)

#### **NOTES**:

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- (ii) The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.
- (iii) Gujarat Power Corporation Limited (GPCL) should be able to invoke the Bank Guarantee at any of the branch of the Bank located at Gandhinagar.

### ANNEXURE A: List of Banks (for Bank Guarantee)

Bank Guarantee from the following Banks will be acceptable for GPCL

SCHEDULED PUBLIC SECTOR BANKS (INDIAN	) SCHEDULED PRIVATE SECTOR BANKS
1. State Bank of India.	(INDIAN)
2. State Bank of Bikaner and Jaipur	
3. State Bank of Hyderabad	1. ING Vysya Bank
4. State Bank of Mysore.	2. Axis Bank Ltd.
5. State Bank of Patialia.	3. ICICI Bank
6. State Bank of Travancore.	4.HDFC Bank
7. Allahabad Bank	5. Industand bank
8. Andhra Bank	6. Kotak Mahindra Bank
9. Bank of Boroda	
10. Bank of India	
11. Bank of Maharashtra	
12. Canara Bank	
13. Central Bank of India	
14. Corporation Bank	
15. Dena Bank	
16. Indian Bank	
17. Oriental Bank of Commerce	
18. Punjab National Bank	
19. Punjab and Sind Bank	
20. Syndicate Bank	
21. Union Bank of India	
22. UCO Bank	
23. Vijaya Bank.	
24. IDBI Bank	