Name of work: Development of Proposed Raj Mata Vijaya Raje Scindiya International Convention Community with all related allied Facilities and supported by world class Infrastructure @ Vivek Vihar Yojana for Jodhpur Development Authority @ Jodhpur on PPP Module.

NIT NO : EXECUTIVE	ENGINEER	(SOUTH)/02/2018-19
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CORRINGDUM NO: 1 (Pre-Bid Meeting Date: 14.05.2018)

SR. NO.	AS PER TENDER DOCUMENTS	REVISED AND NOW READ AS
1	FOR Securing the due and punctual performance of its obligation relating to the project and the terms and conditions of this agreement by the concessionaire from the date of execution of the concession Agreement including under clause 3, and until the date of construction Completion, the Preferred Bidder/Concessionaire shall, within 3(three) weeks of the fate of the Letter of Acceptance, Deliver to the JODA an unconditional and irrevocable demand bank guarantee for a sum of Rs 17.40 CRORES (Rupees seventeen crores forty lakks)	FOR Securing the due and punctual performance of its obligation relating to the project and the terms and conditions of this agreement by the concessionaire from the date of execution of the concession Agreement including under clause 3, and until the date of construction Completion, the Preferred Bidder/Concessionain shall, within 3(three) weeks of the fate of the Letter of Acceptance, Deliver to the JODA and unconditional and irrevocable demand bank guarantee for a sum of F17.40 CRORES (Rupees seventeen crores forty lakhs) in favor of the JODA from scheduled/nationalized bank acceptable to the JODA and payable and enforceable in Jodhpur, in the form set forth in Annexure A11 of Volume 1. (the "Construction Performance Security")
2	period: For securing the due and punctual performance of obligations of the Concessionaire under this Agreement during the Operations Period, the Concessionaire shall deliver to the JODA, one-month prior to the Scheduled Construction Completion Date or date of Construction Completion, whichever is earlier, a demand bank guarantee of Rs 2.0 crores (Rupees Two crores) in favor of the JODA from a scheduled/nationalized bank acceptable to the JODA and enforceable and payable in Jodhpur in the form set forth in Schedule F (the "Operations Performance Security"). Provided, however, the amount of the Operations Performance Security shall be	only) in favor of the JODA from a scheduled/nationalized bank acceptable to th JODA and enforceable and payable in <u>Jodhpur</u> in the form set forth in <u>Annexur A11 of Volume 1</u> (the "Operations Performance Security"). Provided, however the amount of the Operations Performance Security shall be enhanced every (five) years from the date of issue thereof by such percentage as is equivalent the increase in the average <u>WPI of RBI</u> for the previous 5 (five) years. O&M cosconsidered as Rs27.0 crores every year without HRA & Running cost



SR. NO.	AS PER TENDER DOCUMENTS	REVISED AND NOW READ AS
3	and Habitat Center facility, comprising built up area (As per RFP), the common areas (including the parking lots, and as applicable, the green areas, internal roads, landscape structures etc.) along with the support infrastructure,	Habitat Center facility, comprising built up area (As per RFP), the common areas (including the parking lots, and as applicable, the green areas, internal roads landscape structures etc.) along with the support infrastructure, facilities and amenities that shall be developed, designed, financed, constructed, completed commissioned and operated and maintained by the Concessionaire at the Project Site.
4	Volume III Page no 7 1. DEFINITIONS AND INTERPRETATION , 1.1 DEFINITIONS (xxiv) "Construction Works" means the works and things necessary for achieving construction completion of the Project Facilities in accordance with the provisions of this Agreement, including Convention and Habitat Center Operations in case of the Lake Infrastructure Facility.	achieving construction completion of the Project Facilities in accordance with the provisions of this Agreement, including Convention and Habitat Center.
5	Volume III Page no7 1. DEFINITIONS AND INTERPRETATION, 1.1 DEFINITIONS (xxxi) "Equity" means the sum expressed in Indian Rupees representing the equity share capital of the Concessionaire for the Project and shall include the funds advanced by any Consortium Member or by any of the shareholders of the Concessionaire for meeting the equity component of the Total Project Cost (Lake infrastructure plus LVF). Provided, however, that for the purposes of computing Termination Payments under this Agreement, Equity shall be reckoned as an amount that is arrived at after excluding from the equity share capital of the Concessionaire (relating to the Lake infrastructure Total Project Cost) the sum by which the capital cost of the Lake infrastructure Facility, as stated by the Concessionaire for purposes of claiming Termination Payments, exceeds the Lake infrastructure Total Project Cost. Provided further, any equity brought in after Convention and Habitat Center Operations shall not be considered or takef. agreements relating to the Licensing Arrangem	equity share capital of the Concessionaire for the Project and shall include the funds advanced by any Consortium Member or by any of the shareholders of the Concessionaire for meeting the equity component of the Total Project Cost.

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SR. NO.	AS PER TENDER DOCUMENTS	REVISED AND NOW READ AS
6	(c) In order to impliment the Project, the Concessionaire shall have the right to sub- contract to Subcontractors, at its cost and risk, any of the Works withou in any way relieving the Concessionaire of its obligations as set out in this Agreement, provided such Subcontractors are capable of discharging the obligations under this Agreement for and on behalf of the Concessionaire and possess the qualifications, experience and skills for undertaking such works; provided further, in the event the Concessionaire subcontracts over 50% or whole of the works relating to the Project Facilities, it may do so only with the prior written consent of the JODA, which consent shall be given within 15 (fifteen) days of receipt of the Concessionaire's written request in this behalf, failing which the JODA shall be deemed to have consented to such subcontracting. Notwithstanding the express or deemed consent of the JODA to such subcontracting, the Concessionaire shall be solely responsible for the saf. agreements relating to the Licensing Arrangements within 15 (fifteen) days of the date of execution, modification or amendment thereof.vant to the scope of work of a Subcontractors, pursuant to this Agreement, are incorporated in the terms and conditions under which such Subcontractors is retained.	
7	movement of vehicles at the Site and the parking of vehicles in the parking lots thereat from time to time as may be reasonably necessary for undertaking the obligations hereunder and to shut down the lake bays at the Convention and Habitat center temporarily in cases of emergency, in consultation with the JODA, as feasible. Any such handling, management or shutdown of the Convention and Habitat center bays shall not be a breach by the Concessionaire of its obligations under this Agreement or be construed as a repudiation by the	(e) The JODA hereby acknowledges the right of the Concessionaire to handle and manage the movement of vehicles at the Site and the parking of vehicles in the parking lots thereat from time to time as may be reasonably necessary for undertaking the obligations hereunder and to shut down the lay bays at the Convention and Habitat center temporarily in cases of emergency, in consultation with the JODA, as feasible. Any such handling, management or shutdown of the Convention and Habitat center bays shall not be a breach by the Concessionaire of its obligations under this Agreement or be construed as a repudiation by the Concessionaire of its rights to the Concession granted under this Agreement. The Concessionaire shall keep all such closures to a minimum so as to ensure smooth movement and parking of vehicles and pedestrian movement.



SR. NO.	AS PER TENDER DOCUMENTS	REVISED AND NOW READ AS
		REVISED AND NOW READ AS
8	licensing arrangements (licenses, franchises, subcontracts or similar arrangements but not sub- leases or sales) on mutually agreed marked driven terms and conditions ("Licensing Arrangements") with any Perso of its choice (the "Licensees") in respect of the Passenger Amenities (including Convention and Habitat Center built up areas) and/or to run operate, manage and provide the Passenger Amenities. Provided that (i) all such arrangements shall be in the nature of a bar license and shall not create or be deemed to create any tenancy rights in favor of the Licensees on, over or in the LAKE INFRASTRUCTURI Facility/Visitor Amenities (including Convention and Habitat Center built up areas) or any part thereof. The Concessionaire shall submit to the IODA.	Provided that all such arrangements shall be in the nature of a license are shall not create or be deemed to create any tenancy rights in favor of the Licensees on, over or in the PROJECT INFRASTRUCTURE Facility with a Convention and Habitat Center built up areas or any part thereof. The Concessionaire shall submit to the JODA for its information and records notarized true copy of the agreements relating to the Licensin
	Volume: Bid Data Sheet sr. no.: 12 Construction Period for Mandatory Development Obligations (and where ever it is mentioned in Volume: & shall be replaced and read)	Construction Period for Mandatory Development Obligations- 48(forty eight) months from the Compliance Date (3 months for all approvals, site visits and Mobilization + 45 months for the construction from the date as mentioned in LOI)No extension of time beyond 48 months shall be granted
10	Volume: I Bid data sheet: Site visits of Case Studies Identified by JODA/ JAGDPL. Bidder has to organize in all with all expanses covered site visits for 2 international case studies and 2 National level Convention Center (As identified by JoDA & JAGDPL) BEFORE FREEZING AND FINALIZING THE Master plan with all activities as JoDA's vision is very clear to have Benchmark with Iconic international Convention Community. No of Representatives: JoDA -5 & AGDPL:2 (Time limit within 90 days from issue of LOA and signing of Agreement	Site visits of case studies if required shall be arranged by JoDA at his own cost.



AS PER TENDER DOCUMENTS	REVISED AND NOW READ AS
Volume Bid data sheet : Sr. no : 31 :Operation & Maintenance (O&M) Performance Security . The Concessionaire shall for due and punctual performance of obligations during the Project Facilities Authorization Period, furnish an irrevocable and unconditional Bank Guarantee (as per format placed at Appendix XII of the Draft Authorization Agreement) from Scheduled Bank having a branch at Jodhpur, Rajasthan, for an amount equivalent to Rs. 2.0 crores (Rupees Two crores only). An indicative O&M cost shall be Rs. 27.00 crores / year (without HR and running cost)	the Project Facilities Authorization Period, furnish an irrevocable and unconditiona
in the RFP for reasons attributable to the Concessionaire, JoDA shall be entitled to recover Liquidated Damages from the Concessionaire at the rate of Rs. 2.00 lakh (Rupees five lakh only) per day for each day of delay subject to a maximum of Rs. 2.0 crores (Rupees Two crores only) for a delay of 100 days. ii. Any delay beyond 100 days on the part of the Concessionaire, shall constitute an Concessionaire's Event of Default and the Grantor shall have the right to	Volume I Bid Data sheet sr. no: 33 Compensation for delayed completion: The Concessionaire shall be liable to pay compensation to JoDA for any delay in completion of the All Project Facilities defined under MDOs, as provided hereunder: i. In the event that project completion does not occur within the period specified in the RFP for reasons attributable to the Concessionaire, JoDA shall be entitled to recover Liquidated Damages from the Concessionaire at the rate of Rs. 5.00 lakh (Rupees five lakh only) per day for each day of delay subject to a maximum of Rs. 5.0 crores (Rupees five crores only) for a delay of 100 days. ii. Any delay beyond 100 days on the part of the Concessionaire, shall constitute an Concessionaire's Event of Default and the Grantor shall have the right to terminate the Authorization Agreement in accordance with the provisions of RFP.
	It will be based on the Government of Rajasthan and Govt. of India's policy. JoDA shall provide all the administrative support for not only in power duty concessions or in GST but for any incentives which Bidder is eligible for. It will be bidders duty to locate such incentives and indetified the process. (like carbon credit as this project is with ECBC complainced and claiming for Griha Gold rateing)
	Volume Bid data sheet : Sr. no : 31 :Operation & Maintenance (O&M) Performance Security. The Concessionaire shall for due and punctual performance of obligations during the Project Facilities Authorization Period, furnish an irrevocable and unconditional Bank Guarantee (as per format placed at Appendix XII of the Draft Authorization Agreement) from Scheduled Bank having a branch at Jodhpur, Rajasthan, for an amount equivalent to Rs. 2.0 crores (Rupees — Two crores only). An indicative O&M cost shall be Rs. 27.00 crores / year (without HR and running cost) Volume Bid Data sheet sr. no: 33 Compensation for delayed completion: The Concessionaire shall be liable to pay compensation to JoDA for any delay in completion of the All Project Facilities defined under MDOs, as provided hereunder: i. In the event that project completion does not occur within the period specified in the RFP for reasons attributable to the Concessionaire, JoDA shall be entitled to recover Liquidated Damages from the Concessionaire at the rate of Rs. 2.00 lakh (Rupees five lakh only) per day for each day of delay subject to a maximum of Rs. 2.0 crores (Rupees Two crores only) for a delay of 100 days. ii. Any delay beyond 100 days on the part of the Concessionaire, shall constitute an Concessionaire's Event of Default and the Grantor shall have the right to terminate the Authorization Agreement in accordance with the provisions of RFP.

DESIGNATION SECTION SE

SR. NO.	AS PER TENDER DOCUMENTS	REVISED AND NOW READ AS
14	Volume: I: 4.3 GENERAL INSTRUCTIONS: 4.3.2 The ITB sets out the bidding procedure and provides necessary details for the Bidders to prepare their e-Bids for the Development of Golf Course & Convention Community at Vivek Vihar, Jodhpur. The prescribed formats for submission of e-Bids are given in this Volume-I of RFP.	Volume: I: 4.3 GENERAL INSTRUCTIONS: 4.3.2 The JoDA sets out the bidding procedure and provides necessary details for the Bidders to prepare their e-Bids for the Development of Convention & Habitat Center at Vivek Vihar, Jodhpur. The prescribed formats for submission of e-Bids are given in this Volume-I of RFP.
All Pu	Consultant	Assistant Engineer Executive Engineer
	Supritendeing Engineer	Director Engineering

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Name of work: Development of Proposed Raj Mata Vijaya Raje Scindiya International Convention Community with all related allied Facilities and supported by world class Infrastructure @ Vivek Vihar Yojana for Jodhpur Development Authority @ Jodhpur on PPP Module.

NIT NO: EXECUTIVE ENGINEER (SOUTH)/02/2018-19

CLARIFICATIONS TO QUERRIES (PRE BID MEETING HELD ON 14TH MAY 2018)

Sr. No	Name of Bidder	Clause No and Page No	Particulars	Remarks	G :0 .:
A	SETRANS STADIA PVT. LTD. MUMBAI			Remarks	Clarifications
1		Instruction to Bidders- Minimum Indicative Area Programme, Page 06 and 07	Area Programming guidelines are mentioned in this area statement	Please clarify whether Concessinnaire has to abide by these facilities only or he has liberty to construct the facilities which he deems suitable and profitable in addition to convention Centre and Hotel	Minimum Indicative area programme mentioned at page no 6&7 of Volume 1 are Mandatory Development Obligations.(MDO's) Bidders are expected to abide the MDO's.
2			Construction Period for Mandatory Development Obligations, 36 (thirty) months from the Compliance Date (3 months for all approvals, site visits and Mobilization + 33 months for the construction from the date as mentioned in LOI)No extension of time beyond 36 months shall be grated	We request to extend the construction period from 33 months to 36 months and 3 month time span for approvals to 6 months	Construction Period for Mandatory
3		15	General Development Guidelines- It is expected water supply system to be taken care by Concessinnaire	We expect Authority to provide basisc amenities like water supply, access roads to plot, connection to drainage, etc	Refer sr. no. 18 of Bid Data Sheet Volume 1

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Sr. No	Name of Bidder	Clause No and Page No	Particulars	Remarks	Clarifications
4		Bid Data Sheet Point No.17 Page Number- 15/16	Complimentary use of All Project Facilities	Authority shall pay the utility charges for using the facilities at actual during 30 days	It shall be as per Sr. no. 17 of Bid data sheet of Volume - I
5		Bid data Sheet Point No.21 Page Number- 17	Technical Experience criteria	Experience of constructing Multi sports stadium cum entertainment centre to be added in this	Experience of Multi Sports stadium cum Entertainment Centre with BUA not less then 2,00,000 sqft., shall be considered
6		Bid data Sheet Point No.23 Page Number- 17	Highest Net Present Value (NPV) of the Highest Annual premium amounts offered by the Bidder shall be the criterion to select the Preferred Bidder	The location of the project is futuristic and in view of the same there should be an option for bid criteria as bidder paying highest NPV as premium or requesting lowest Viability Gap funding as the preferred bidder	Refer sr. no. 23 of Bid data Sheet of Volume 1
7		Bid data Sheet Point No.24 Page No.18	a) Total Annual Premium	a) As mentioned in point 6 above VGF to be considered	Refer sr. no. 23 of Bid data Sheet of Volume 1
	1		c) Project development fee	c and d)Fees be be paid by Authority and not by concessionnaire	Refer sr. no. 24 of Bid data Sheet of Volume 1
			d) Project Monitoring fee		Refer sr. no. 24 of Bid data Sheet of Volume 1
8		Bid Data Sheet Point No.28 Page No. 18	Signing of Authorisation agreement	Please clarify about upfront amount paid by preferred bidder.	There is no Upfront Amount to be paid by the preferred biddar to JoDA. There will be Annual premium to be paid by the preferred biddar to JoDA.
9		Bid data Sheet Point No.30 Page No.19	Site visit of Case studies identified by JODA/ JAGPL	Site visits for benchmarking shall be done by JODA and JAGPL on their own and basis which shall fix the guidelines for design. Bidder should be ideally given freedom to design and implement the project	Refer corringdum no: 1 sr. no: 10
11		Definitions and Interpretations Page 21	Annual premium	As mentioend hereinabove Viability Gap Funding defination to be considered and added	"Total Annual Premium" shall mean the arithmetic sum of Reserve Annual Premium and Additional Annual Premium which shall be paid by the Concessionaire to JODAthroughout the All Project Facilities Authorization Period, starting from 48 months after the Compliance Date, duly escalated every year as per terms of the Authorization Agreement,;

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Sr. No	Name of Bidder	Clause No and Page No	Particulars	Remarks	Clarifications
11		Definitions and Interpretations Page 23	Commercial Site Lease deed	Please clarify this defination	Clarifications Lease deed for the entire Project facilities
12		General Information and Instructions Point No.4.3.2 Page No.29	In Point 4.3.2 Development of Golf Course and convention community at Vivek Vihar Jodhpur	Hope the same should be read as Convention and habitat centre as mentioned in subject line of this letter	Refer corringdum no: 1 sr. no: 14
13		General Information and Instructions Point No.4.5.5 Page No.33	Special Conditions of Consortium	Maximum number of consortium members to be considered as 3 instead of 2	No Change and Shall be as per RFP
14		Bid date Sheet Point No.29 Page No.18/19	Responsibilities of the preferred bidder	Timeline for preparing master plan to be revised from 3 months to 6 months	No Change and Sahll be as per RFP
15		Bidding process	5.1.1. Submission of bids	Please confirm Hard copy for DD for Bid security, cost of bid documents etc shall be submitted in Cover I in physical submission	Yes
16		Definitions in Concession Agreement	In Xi, XXiV and XXXI- mention of Lake infrastructure plus LVF is mentioned.	Please clarify as the same is not reflecting anywhere in Bid document	Refer corringdum no : 1 sr. no: 3,4 & 5
7			Actions in Support of concessions- It is expected that Concessinnaire has to get written approval from JODA for subcontracting more than 50% of the work	The clause to be deleted. Concessionnaire is putting his own money and he should be given free hand for executing and operating entire project	Clause Deleted refer corringdum no: 1 sr. no : 6
8			Clause about right of concessinnaire	Please clarify this clause	Refer corringdum no: 1 sr. no: 7
9			Obligations to satisfy condition precedent	Please extend the timeline from 90 to 180 days	No change
0			Additional Representation and warranties by Concessionnaire		To be read as PIF : Project Infrastructur Facilities
1	10-70	- 24	Concessinnaire	Land shall be free of all encumrances and cost required for clearing those encumberances if any shall be borne by Authority	Vacant possesion of the site shall be made by JoDA to concessionaire

Sr. No	Name of Bidder	Clause No and Page No	Particulars	Remarks	Clarifications
22		Concession Agreement Clause 6.2 Licensing Arrangements	Mention of Lake infrastructure facilitiea are appreaing across various clause in the agreemen	Please clarify	Refer corringdum no: 1 sr. no: 8
23		Concession Agreement Clause 7.1 Sub Clause H Page No. 27	Concessionnaire has to bear the cost and expenses for removing structures if any	The Authority should handover title clear site and clear of all structures or enchroachments if any at their own cost and expenses	Vacant possesion of the site shall be made by JoDA to concessionaire
24		Concession Agreement Clause 8.5 A Page no. 34	Demise of Built up areas Sub Clause A	Please clarify this clause	Refer clause 8.5 (a) at page 34 of Volume III
25		no. 37	Concessionnaire's Exit	Please clarify this clause	This explains about the expiery of concession period and activities to follow for that by the Concessionnaire
.6	-	No. 40	Preparation of Design and Drawings- Total 3 months for drawings and 33 months for Construction	Please extend the timelines for preparation of design from 3 to 6 months and constructions timelines from 33 to 36 months.	Refer corringdum no : 1 sr. no : 9
				Further the visit to International and National convention centres to be done by Authority and PMC on their own and not at the cost of Concessionnaire	Refer corringdum no : 1 sr. no : 10
7	5.	Concession agreement Clause 9.3.B Page no.43	Construction of project	Authority has to provide free access, water, electricity, drainage points,e to	Refer clause 9.3 (b) at page 43 of Volume III
3		Concession Agreement Clause 9.9.A.i page I	-	PMC role should be over post commercial commencement of the project and Concessionnaire shall not be liable to bear any cost for PMC post commercial commencement	No change
9		10	Construction and Maintenance	Concessionnaire should be given free hand for implemention of the projects and such boards	No change

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Sr. No	Name of Bidder	Clause No and Page No	Particulars	Remarks	Clarifications
30		Concession agreement Clause 9.9.e.ii Page No. 50	Operations period Report	This clause to be deleted and we feel the board itself is not required.	No change
С	SIDDHI CONSTRUCTION - SURAT				
1		Can we do any other development like club or theme park instead of 5 star hotel.			Refer page no 6 & 7 of Volume I for MDO's . Mentioned MDO's are minimum indicative area programme. Bidders are free to add additional facilities with prior approval from JoDA.
2		Can time limit be extended to 5 years than 3 years			Refer corringdum no: 1 sr. no : 9
3		what will be procedure for renewal after 60 years lease completes.			As mentioned in NIT of Volume I page no 8
С	SIDDHI DEVELOPERS - AHMEDABAD		i i		15
1		The project is good but yearly land premium is very high, it's almost at market rate.			No change shall be as per RFP
2		The incentives to Developers is not much attractive, as other PPP projects should has/have.			Please refer Corringdum no: 1 sr. no: 13
D	JUNIPER HOTELS PVT. LTD MUMBAI				

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Sr. No	Name of Bidder	Clause No and Page No	Particulars	Remarks	Clarifications
36		Construction Period for Mandatory Development Obligations: 3 months for all approvals, site visits and mobilization needs to be increased. Further 33 months for construction from Compliance Date is very less for a project of this size and such construction period should be linked from the date all the approvals are provided. Developer should be provided compensation for delay in approvals and extended time for such delay.			Please refer Corringdum no: 1 sr. no: 9
37		Transfer provisions at the end of lease period of 60 years: The developer should get 100% auction value / market value of the property.			As mentioned in NIT of Volume I page no 8
38		Complementary use of All project facilities: Allowing 30 days per year free of cost Convention Facilities such as convention Community, convention hall, exhibition hall & space (indoor as well as outdoor), plenary hall, seminar hall, meeting rooms/halls, VVIP meeting lounge, board rooms, etc. to the Government of Rajasthan/ JoDA for state level functions or functions organized by JoDA will reduce the revenue earning capacity of the project by more than 8%. A fixed rate can be set with provision of annual increase so that revenue generation from the project is not impacted adversely. Also confirmation for such bookings should be made at least 90 days in advance.			Refer Bid Data Sheet sr. no. 17 of Volume I

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Sr. No	Name of Bidder	Clause No and Page No	Particulars	Remarks	Clarifications
39		Mandatory Development Obligations or MDOs: 5 star Hotel with minimum 300 Keys seems to be very high for a market like Jodhpur and in a locality which is still not developed. This can be made flexible.			Bidder has the freedom and flexibility in providing 5 star facility in terms of rooms / serviced/studio/ boutique patterned accomodation
40		Price Bid: Reserve Annual Premium of Rs.4.00 crores with 5% increase every year seems to be very high.			No change shall be as per RFP only
41		Site visits of Case Studies Identified by JODA/ JAGDPL: Such visit might not be needed.			Please refer Corringdum no : 1 sr.no: 10
42		Compensation for delayed completion: The compensation of Rs.2.0 Lacs per day subject to maximum Rs.2.0 Crores needs to be reduced.	100000000000000000000000000000000000000		Please refer Corringdum no: 1 sr. no: 12

Consultant

Junior Engineer

Assistant Engineer

Executive Engineer

Superintending Engineer

Director Engineering

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