
REQUEST FOR PROPOSALS

**Selection of
Consultants**

**CONSULTANCY SERVICE FOR
ROAD USER PERCEPTION SURVEY (RUPS) FOR
GSHP-II, PHASE-I
& ROAD SAFETY DEMONSTRATION CORRIDOR WORK**



**Roads and Buildings Department
Government of Gujarat**

CONTENTS

Section 1. Letter of Invitation	4
Section 2. Instructions to Consultants	5
DATA SHEET	17
Section 3. Technical and Financial Proposal - Standard Forms	20
Section 4. Terms of Reference	42
Section 5. Standard Form of Contract	62

**REQUEST FOR PROPOSALS
(RFP)**

Country: India

Title of Consulting Services:

**CONSULTANCY SERVICES FOR
ROAD USER PERCEPTION SURVEY (RUPS) FOR
GSHP-II, PHASE-I
& ROAD SAFETY DEMONSTRATION CORRIDOR WORK**

Section 1. Letter of Invitation

Invitation No 4 / 2013-14.

Date : 16 / 07 / 2013

1. The Executive Engineer , SRP Division - Rajkot, Roads & Buildings Department, Dr. Rajendraprasad Road, Kashi Vishvanath Plot, Rajkot 390 001 invites proposals to provide the Consultancy Services ROAD USER PERCEPTION SURVEY (RUPS) FOR **GSHP-II, PHASE-I & ROAD SAFETY DEMONSTRATION CORRIDOR WORK**. More details on the services to be provided by the consultants are specified in the **Terms of Reference (Section 4)**.
2. A firm will be selected under least-cost selection (LCS) and procedures described in the PROPOSAL.
4. The PROPOSAL includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Consultants (including Data Sheet)
 - Section 3 – Technical and Financial Proposal - Standard Forms
 - Section 4 - Terms of Reference
 - Section 5 - Standard Form of Contract

Yours sincerely,

Executive Engineer,
State Road Project Division - Rajkot,
Roads & Buildings Department,
Dr. Rajendraprasad Road, Kashi Vishvanath Plot,
Rajkot – 360 001
Gujarat

Section 2. Instructions to Consultants

Definitions 6

1. Introduction 6

2. Preparation of Proposals 11

3. Submission, Receipt, and Opening of Proposals 13

4. Proposal Evaluation 15

5. Negotiations 15

6. Award of Contract 16

7. Confidentiality 16

Definitions	<p>(a) “Client” means the Government and its authorised officers.</p> <p>(b) “Consultant” means any entity or person that may provide or provides the Services to the Client under the Contract.</p> <p>(c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that are the General Conditions (GC), the Special Conditions (SC), and the Appendices.</p> <p>(d) “Data Sheet” means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.</p> <p>(e) “Day” means calendar day.</p> <p>(f) “Government” means the Government of Gujarat in Roads and Buildings Department..</p> <p>(g) “Instructions to Consultants” (Section of the Request For Proposal - RFP) means the document which provides Consultants with all information needed to prepare their Proposals.</p> <p>(h) “LOI” (Section-1 of the Request For Proposal - RFP) means the Letter of Invitation.</p> <p>(i) “Personnel” means professionals and support staff provided by the Consultant to perform the Services or any part thereof.</p> <p>(j) “Proposal” means the Technical Proposal and the Financial Proposal.</p> <p>(k) “RFP” means the Request For Proposal to be prepared by the Client for the selection of Consultants.</p> <p>(l) “Services” means the work to be performed by the Consultant pursuant to the Contract.</p> <p>(m) Deleted.</p> <p>(n) “Terms of Reference” (TOR) means the document included in the Request For Proposal - RFP as Section 4 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.</p>
1. Introduction	<p>1.1 The Consultants are invited to submit a Request For Proposal - RFP, as specified in I, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.</p>

	<p>1.2 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client before submitting a proposal. Consultants should contact the Client’s representative named in the Data Sheet to obtain additional information. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.</p>
	<p>1.3 The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.</p> <p>1.4 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.</p>
Conflict of Interest	<p>1.5 Client requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client’s interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.</p> <p>1.5.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:</p>
Conflicting activities	<p>(i) A firm that has been engaged by the Client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm’s consulting services for such preparation or implementation. For the purpose of this</p>

	<p>paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.</p>
Conflicting assignments	<p>(ii) A Consultant (including its Personnel) not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.</p>
Conflicting relationships	<p>(iii) A Consultant (including its Personnel) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.</p>

	<p>1.5.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.</p> <p>1.5.3 No agency or current employees of the Client shall work as Consultants under their own ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal.</p>
<p>Unfair Advantage</p>	<p>1.5.4 If a Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to all Consultants together with this Request For Proposal - RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.</p>

<p>Fraud and Corruption</p>	<p>1.6 Client requires that consultants observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this the Client:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>(i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;</p> <p>(ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;</p> <p>(iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;</p> <p>(iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;</p> <p>(v) “obstructive practice”</p> <p>(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.</p> <p>(b) will reject a proposal for award if it determines that the consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;</p> <p>(c) deleted</p> <p>(d) will sanction a consultant, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a Client-financed contract if it at any time determines that the consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for, or in executing,</p>
------------------------------------	---

		a client-financed contract; and (e) deleted
	1.7	Consultants and their personnel shall not be under a declaration of ineligibility for corrupt and fraudulent practices in accordance with the above para. 1.6. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.
Eligibility	1.8	A firm declared ineligible by the Client shall be ineligible to be awarded a contract during such period of time as the Client shall determine.
Only one Proposal	1.9	Consultants may submit only one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified.
Proposal Validity	1.10	The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period. The Client will make its best effort to complete negotiations within this period. Should the need arise; however, the Client may request Consultants to extend the validity period of their proposals. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.
Amendment of Request for Proposal (RFP) Documents	1.11	For clarifications if any, the Consultants may contact at the address and phone no. as specified in the data sheet. At any time before the submission of Proposals, the Client may amend the Request for Proposal (RFP) Documents by issuing an addendum. The addendum shall be binding on them. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.
2. Preparation of Proposals	2.1	The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in English.
	2.2	In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the Request For Proposal - RFP Material deficiencies in providing the information requested may result in rejection of a Proposal.
Language	2.3	Documents to be issued by the Consultants as part of this assignment must be in the English. It is desirable that the one of the firm's Personnel has a working knowledge of Gujarati.

<p>Technical Proposal Format and Content</p>	<p>2.4 The Technical Proposal shall provide the information indicated in the following paras from (a) to (f) using the attached Standard Forms (Section 3).</p>
	<p>(a) (i) A brief description of the Consultants' organization and an outline of recent experience of the Consultants on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the client as a corporation. Assignments completed by individual Professional staff working privately or through other consulting firms can be claimed as the experience of the Consultant, or that of the Consultant's associates, can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.</p> <p>(b) (i) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, data, etc. to be provided by the Client (Form TECH-3 of Section 3).</p> <p>(c) (i) A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.</p> <p>(d) The list of the proposed Professional staff team by</p>

	<p>area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).</p> <p>(e) Estimates of the staff input needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for local Professional staff.</p> <p>(f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).</p>
	2.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.
Financial Proposal Format and Content	2.6 (a) The comments and suggestions, on TOR including workable suggestions if any, should be incorporated into the description of the approach and methodology (refer to following sub-para. 2.6 (b) (ii)).
	<p>(b) (i) A description of the approach, methodology and work plan for performing the assignment covering the work Schedule which will show in the form of a bar chart the timing proposed for each activity As per Annex. I.</p> <p>(ii) The description of the approach, methodology and work plan should normally consist of not more than 5 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities.</p>
Taxes	2.7 The consultant shall pay and bear all the taxes. At source deductions of taxes / duties etc as applicable shall be made by the Client and certification to that effect will be provided to the Consultant if so requested by the Consultant.
	2.8 Consultants shall express the price of their services in Indian Rupees.
3. Submission, Receipt, and Opening of Proposals	<p>3.1 The Proposal (Technical & Financial Proposal) shall be prepared using the formats (As per section 3).</p> <p>3.2 An authorized representative of the Consultants shall initial all pages. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other</p>

	<p>form demonstrating that the representative has been duly authorized to sign.</p> <p>3.3 Information regarding Technical Proposal shall have to be furnished in separate sealed envelope bearing caption “Technical Proposal For RUPS Consultant” , not to be opened before 31-07-2013.</p> <p>(b) Information regarding Financial Proposal shall have also to be furnished in separate sealed envelope bearing caption “Financial Proposal For RUPS Consultant” , not to be opened before 31-07-2013.</p> <p>(c) Above two sealed envelopes shall be placed in one outer sealed envelope bearing caption “REQUEST FOR PROPOSALS FOR RUPS Consultants”, not to be opened before 31-07-2013.</p>
	<p>3.4 The Proposal (Technical & Financial Proposal) must be sent by RPAD or Courier only to the address / addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened. In any circumstances, RFP through hand delivery shall not be accepted, and if accepted shall be returned unopened.</p> <p>3.4.1 The processing fees shall be paid up to time and date indicated in Data Sheet.</p>
	<p>3.5 The Client shall open the Technical Proposal at date and time indicated in Data Sheet.</p>
	<p>3.6 The consultant shall submit supporting authenticated / certified documents with the Technical proposal before date indicated in data sheet. The client will verify submitted supporting documents on the basis of their responsiveness to the Terms of Reference.</p>

4. Proposal Evaluation	4.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.
Evaluation of Technical Proposals	4.2 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.
Evaluation of Financial Proposals	4.3 All the consultants securing minimum qualifying technical scores and meeting other requirements shall be arranged in descending order of their scores.
	4.4 Financial proposal of qualified consultants shall be opened as specified in the data sheet.
	4.5 The client will select the lowest proposal among the consultants who passed the minimum technical score and meets criteria indicated in data sheet.
	4.6 The Client reserves right to reject all or any proposals without assigning any reasons thereof.
5. Negotiations	5.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of Professional staff.
Financial negotiations	5.4 The financial negotiations may include modifications in the cost of the services. The financial negotiations may involve either the remuneration rates for staff or other proposed unit rates. The price shall not be negotiated upward.
Availability of Professional staff / experts	5.5 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. The Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions unless

	<p>both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate.</p>
6. Award of Contract	<p>6.1 The Client shall award the Contract to the selected Consultant, and promptly notify all Consultants who have submitted proposals. After Contract signature, the Client shall return the unopened Financial Proposals to the unsuccessful Consultants.</p> <p>6.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.</p>
7. Confidentiality	<p>7.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal.</p>

Instructions to Consultants

Data Sheet

Paragraph Reference	
1.1	Financial proposal shall be submitted together with Technical proposal. Name of the assignment is: CONSULTANCY SERVICES FOR ROAD USER PERCEPTION SURVEY FOR ROADS OF GSHP-II, PHASE-I & ROAD SAFETY DEMONSTRATION CORRIDORE WORK.
1.2	Name of the Client: Government of Gujarat in Roads and Buildings Department
1.3	PIU will assist consultant to gather available information which is related to the assignment, and on demand. PIU will depute staff/s to work with the consulting team for the duration of the survey primarily as a learning exercise and to enhance co-operation and dialogue.
1.6.1 (a)	Deleted
1.10	Proposals must remain valid 30 days after the submission date, i.e. until: 30/08/2013
1.11	For clarifications, if any, contact : The Superintending Engineer , Project Implementation Unit (PIU), Roads & Buildings Department (R & BD.), Ground Floor, Nirman Bhavan, Sector-10 A, Gandhinagar – 382 010, Gujarat Tel: (O) +91 – 79 – 23252986 (F) + 91 – 79 - 23251915
2.7	Cost of the Consultancy Services shall include all kind of taxes
3.4.	Last date of submission :- 31-07-2013 up to 12:00 hrs.(IST) The physical Proposal submission address is: The Executive Engineer, Roads & Buildings Department (R & BD.) Office of the Executive Engineer , State Road Project Division, Dr. Rajendraprasad Road, Kashi Vishvanath Plot, Rajkot 360 001 Physical Proposals must be submitted no later than the following date and time: 31-07-2013 up to 12:00 hrs.(IST)
3.4.1	Not Applicable
3.5	Opening the Technical Proposal :- 31-07-2013 at 12:00. hrs.(IST)

4.2	<p>Evaluation Committee shall have final authority in all matters of evaluation of Technical Proposals, qualification for opening of Financial Proposals and evaluation of Financial Proposals for this assignment.</p> <p>Experience Support documents needs to be submitted along with technical proposal</p> <p>(A) Consultant must have done similar type of one road project / linear project or other project of Preparing ROAD USER PERCEPTION SURVEY REPORT</p> <p>(B) Consultants having involved in ROAD USER PERCEPTION SURVEY in the similar type of road projects / linear project aided / funded by the International Funding Agencies.</p>																																										
4.2 (a)	<p>Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:</p> <p>(i) Adequacy and quality of the proposed methodology, and work plan proposals: 30</p> <table style="margin-left: 40px;"> <tr> <td>(a) Technical approach and methodology</td> <td style="text-align: right;">15</td> </tr> <tr> <td>(b) Work Plan</td> <td style="text-align: right;">10</td> </tr> <tr> <td>(c) Organization and staffing</td> <td style="text-align: right;">5</td> </tr> <tr> <td style="padding-left: 20px;">No. of years and staff</td> <td style="text-align: right;">>=4 years and 25 no. 5</td> </tr> <tr> <td></td> <td style="text-align: right;">= 3 years and 20 no. 4</td> </tr> <tr> <td></td> <td style="text-align: right;">= 2 years and 15 no. 3</td> </tr> <tr> <td></td> <td style="text-align: right;">= 1 years and 10 no. 2</td> </tr> </table> <p>(ii) Experience of firm/consultant in similar kind of surveys 20</p> <table style="margin-left: 40px;"> <tr> <td>No. of survey >=4</td> <td style="text-align: right;">20</td> </tr> <tr> <td>= 3</td> <td style="text-align: right;">14</td> </tr> <tr> <td>= 2</td> <td style="text-align: right;">10</td> </tr> <tr> <td>= 1</td> <td style="text-align: right;">6</td> </tr> </table> <p>(iii) Experience of firm/consultant in other surveys related to highway 20</p> <table style="margin-left: 40px;"> <tr> <td>No. of survey >=5</td> <td style="text-align: right;">20</td> </tr> <tr> <td>=4</td> <td style="text-align: right;">14</td> </tr> <tr> <td>=3</td> <td style="text-align: right;">10</td> </tr> <tr> <td>=2</td> <td style="text-align: right;">6</td> </tr> <tr> <td>=1</td> <td style="text-align: right;">4</td> </tr> </table> <p>(iv) Key Experts' qualifications and competence for the Assignment: 20</p> <table style="margin-left: 40px;"> <tr> <td>(a) Team Leader</td> <td style="text-align: right;">10</td> </tr> <tr> <td>(b) Highway Engineer</td> <td style="text-align: right;">07</td> </tr> <tr> <td>(c) Other Qualified staff</td> <td style="text-align: right;">03</td> </tr> </table> <p>(v) Years with the firm 10</p> <table style="margin-left: 40px;"> <tr> <td>>=7,</td> <td style="text-align: right;">10</td> </tr> <tr> <td>less than 7 prorata</td> <td></td> </tr> </table> <p>Total points for criterion : 100</p> <p>The minimum technical score required to pass is: 70 Points</p>	(a) Technical approach and methodology	15	(b) Work Plan	10	(c) Organization and staffing	5	No. of years and staff	>=4 years and 25 no. 5		= 3 years and 20 no. 4		= 2 years and 15 no. 3		= 1 years and 10 no. 2	No. of survey >=4	20	= 3	14	= 2	10	= 1	6	No. of survey >=5	20	=4	14	=3	10	=2	6	=1	4	(a) Team Leader	10	(b) Highway Engineer	07	(c) Other Qualified staff	03	>=7,	10	less than 7 prorata	
(a) Technical approach and methodology	15																																										
(b) Work Plan	10																																										
(c) Organization and staffing	5																																										
No. of years and staff	>=4 years and 25 no. 5																																										
	= 3 years and 20 no. 4																																										
	= 2 years and 15 no. 3																																										
	= 1 years and 10 no. 2																																										
No. of survey >=4	20																																										
= 3	14																																										
= 2	10																																										
= 1	6																																										
No. of survey >=5	20																																										
=4	14																																										
=3	10																																										
=2	6																																										
=1	4																																										
(a) Team Leader	10																																										
(b) Highway Engineer	07																																										
(c) Other Qualified staff	03																																										
>=7,	10																																										
less than 7 prorata																																											

4.4	The qualified consultant will be informed at their contact address about the date, time and place of opening of the Financial Proposals as soon as the technical evaluation is completed.
5.1	Negotiation date: Prior to signing the contract. Address : The Executive Engineer, State Road Project Division, (R & B. Deptt) Dr. Rajendra Prasad Road, Kashi Vishvanath Plot, Rajkot 360 001 Tel : + 91 281 2448937.
5.4	Deleted
6.2	Expected date for commencement of consulting services : The date on which the contract is awarded.

Section 3. Technical Proposal - Standard Forms

Form TECH-1: Technical Proposal Submission Form	21
Form TECH-2: Consultant’s Organization and Experience	22
A - Consultant’s Organization	22
B - Consultant’s Experience	23
Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff/s and Facilities to be Provided by the Client.....	24
A - On the Terms of Reference.....	24
B - On Counterpart Staff and Facilities	25
Form TECH-4: Description of Approach, Methodology and Work Plan for Performing the Assignment.....	26
Form TECH-5: Team Composition and Task Assignments	27
Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff.....	28
FormTECH-7: Staffing Schedule ¹	30
FormTECH-8 Work Schedule	31
FormTECH-9 Single Similar Work Experience	31
FormTECH-10 Under Taking.....	31

Form TECH-1: Technical Proposal Submission Form

[Location, Date]

To: Executive Engineer,
State Road Project Division,
Dr. Rajendraprasad Road,
Kashi Vishvanath Plot,
Rajkot 360 001

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [*Insert title of assignment*] in accordance with your Request for Proposal dated [*Insert Date*] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 5.1 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.2 of the Data Sheet.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Form TECH-2: Consultant's Organization and Experience

A - Consultant's Organization

Provide here a brief (two pages) description of the background and organization of your firm/entity.

B - Consultant's Experience

Using the format below, provide information on each assignment for which your firm, was legally contracted either individually as a corporate entity or as company, for carrying out consulting services similar to the ones requested under this assignment.

Assignment name:	Value of the contract (in Indian National Rupees):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No. of staff-months of the assignment:
Address:	Value of the services provided by your firm under the contract (in INR):
Start date (month/year): Completion date (month/year):	No. of professional staff-months provided by associated Consultants:
Name of Consultant :	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: _____

Form TECH-3: Comments and Suggestions A. On the Terms of Reference and B. On Counterpart Staff and Facilities to be Provided by the Client

A - On the Terms of Reference

Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment. Such suggestions should be concise and to the point, and incorporated in your Proposal.

B - On Counterpart Staff and Facilities

Comment here on counterpart staff and facilities to be provided by the Client

Form TECH-4: Description of Approach, Methodology and Work Plan for Performing the Assignment

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

- a) Technical Approach and Methodology,*
- b) Work Plan, and*
- c) Organization and Staffing,*

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

Form TECH-5: Team Composition and Task Assignments

Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff

1. Proposed Position: _____

2. Name of Firm: _____

3. Name of Staff: _____

4. Date of Birth: _____ Nationality: _____

5. Education: _____

6. Membership of Professional Associations: _____

7. Other Training: _____

8. Countries of Work Experience: *[List countries where staff has worked in the last ten years]*: _____

9. Languages *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]*: _____

10. Employment Record :

From [Year]: _____ To [Year]: _____

Employer: _____

Positions held: _____

<p>11. Detailed Tasks Assigned</p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Name: _____</p> <p>Qualification: _____</p> <p>Activities performed: _____</p> <p>Duration of activities: _____</p>
--	--

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____
[Signature of staff member or authorized representative of the staff] Day/Month/Year

Full name of authorized representative: _____

FormTECH-7: Staffing Schedule¹

No	Name of Staff	Staff input (in the form of a bar chart) ²													Total staff-week input
		1	2	3	4	5	6	7	8	9	10	11	12	n	
Key Personnel															
1															
2															
3															
n															
													Subtotal		
Support Staff															
1															
2															
n															
													Subtotal		
													Total		

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- 2 Weeks are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.
- 3 Field work means work carried out at a place other than the Consultant's home office.

Full time input
 Part time input

**Form TECH-9 Similar Project details involving preparation of
Report of Road User Perception Survey Work
Experience**

Name of Client & Address	Name Telephone No, Fax No & Email ID of Client's authorized representative	Name of Project & Location	Length in Km or other particular	Estimated cost of project (Rs. In Crore)	Description of services performed in Brief	Cost of Consultancy Services provided (Rs. In Crore)	Start date & finished date of services	Leading Agency

Form TECH-10 Undertaking

Under Taking

I / we hereby give under taking that all the information provided by us in various technical proposal forms and all supporting document provided are true and correct to best of works knowledge. I / We understand that any information provided by us in the above said forms if found false / incorrect on verifying by GoG our proposal is liable to be rejected.

Name of Authorized Signatory

Designation:

Name of Firm:

Section 3. Financial Proposal - Standard Forms

Form FIN-1: Financial Proposal Submission Form.....35

Form FIN-2: Summary of Costs36

Form FIN-3: Breakdown of Costs by Activity37

Form FIN-4: Breakdown of Remuneration¹38

Form FIN-5: Breakdown of Reimbursable Expenses39

FORM FIN- 1 : Financial Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Road User Perception Survey (RUPS) for roads under Seconds Gujarat State Highway Project (GSHP II), Phase-I in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹]. This amount is inclusive of all the taxes.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.

FORM FIN -2: Summary of Costs

Item	Costs
	<i>[Indicate Local Currency]</i>
Total Costs of Financial Proposal²	

1 Indicate the total costs, inclusive of taxes. Such total costs must coincide with the sum of the relevant Subtotals.

Form FIN-3: Breakdown of Costs by Activity

Group of Activities (Phase): ¹	Description: ²
<hr/> <hr/>	<hr/> <hr/>
Cost component	Costs
	INR
Remuneration	
Other Expenses	
Subtotals	

1 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.

2 Short description of the activities whose cost breakdown is provided in this Form.

Form FIN-5: Breakdown of Other Expenses

N°	Description	Unit	Unit Cost ¹
	Per diem allowances	Day	
	Domestic flights ²	Trip	
	Miscellaneous travel expenses	Trip	
	Communication costs between [<i>Insert place</i>] and [<i>Insert place</i>]		
	Drafting, reproduction of reports		
	Equipment, instruments, materials, supplies, etc.		
	Use of computers, software		
	Laboratory tests.		
	Local transportation costs		
	Office rent, clerical assistance		

1 Indicate unit cost and currency.

2 Indicate route of each flight, and if the trip is one- or two-ways.

- (1) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route;
- (2) cost of office accommodation, investigations and surveys;
- (3) cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of the Services;
- (4) cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of the Services;

-
- (5) cost of printing and dispatching of the reports to be produced for the Services;
 - (6) other allowances where applicable and provisional or fixed sums (if any); and
 - (7) Cost of such further items required for purposes of the Services not covered in the foregoing.

Section 4. Terms of Reference

Section 4. Terms of Reference

Gujarat State Highways Project - II Consultancy Services for Road USER PERCEPTION SURVEY for GSHP-II, PHASE -I & Road safety Demonstration Corridor Work

Terms of Reference

CONSULTANCY SERVICE FOR ROAD USER PERCEPTION SURVEY

1. SHORT DESCRIPTION

To Widen, Strengthen & Rehabilitate, State Highways of Gujarat State, Roads & Buildings Department of Govt. of Gujarat has proposed a World Bank aided Gujarat State Highway Project – II (GSHP-II). Under this Project, Road User perception Survey on the proposed sections of GSPH-II, Phase – 1 to find out road users perceptions. This survey is to be conducted during August – September 2013.

This survey is designed to improve road transport outcomes of State Highways by informing World Bank & R&BD, public perception of road attributes, their satisfaction level and transport service effectiveness and thereby influence future strategic and operational decisions. The proposed survey is first such road user perception survey to be conducted to find out current perceptions, experience and expectations of road users which may be compared with results of the similar survey in the future after completion of GSHP-II.

2. BACKGROUND OF THE STUDY

State Highways constituted around 20,000 Km out of 78,000 Km of total road network in Gujarat Roads & Buildings Department has proposed a Gujarat State Highway Project – II for Widening, Strengthening & Rehabilitation of 1000 Km of State highways on various corridors. Out of this length about 502 Km of Roads have been proposed under Phase-I of GSHP-II.

The road network is one of the most valuable assets in the State, facilitating the movement of tonnes of freight and helping millions of people to access workplaces and services every day. The road network has some significant positive impacts on society through stimulating economic growth, generating employment and helping to integrate the Country, and some negative impacts by way of death and injury on the roads during

accidents, environmental damage and social costs in terms of community severance or destruction of cultural property, spread of highway related diseases etc. Moreover, given the large sums of public funds going to the sector in addition to the collection of road-related tax and charges, all citizens have some interest as road users in the effective working of the road network. So it is required to carryout road user perception survey to improve the level of effective dialogue between Govt. of Gujarat and road users.

- 2.1 Sustained growth of economy depends on basic infrastructure availability and its maintenance to desired service level. In view of this, the Roads & Buildings Department, Govt. of Gujarat has decided to conduct the Road User Perception survey on the corridors of @ 530 Km. length proposed under GSHP-II Phase I.(list of corridors is as per Annexure-VII) The survey will elicit responses of not less than 1000 road users. This will cover 50 Km collectively as a representative sample considering each of the proposed corridor of GSHP-II.

3. SURVEY GOAL AND OBJECTIVES

- 3.1 The survey goal is to find Road User's Perception levels with various road sector outcomes and service delivery and thereby understanding the issues and concerns raised by road users, which will be useful to design & maintain the corridors.
- 3.2 Improved roads and transport definitely contribute positively to economic development and poverty reduction. However, better roads also lead to increased traffic-speed and hence sometimes road safety is compromised. Hence there is a strong need for capturing road users' perception, experience and suggestions on road safety aspects too.
- 3.3 The specific objectives of the survey are:
- Elicit views on public perception of current sector outcomes, and road related activities.
 - To measure road users satisfaction levels across different user-categories on various attributes.
 - To capture road users' perception, experience and suggestions on Road Safety aspects.
 - To develop greater understanding of road users' needs and expectations.
 - To provide inputs for further improvement of road network operation and management on the proposed corridors under GSHP-II, Phase-I
 - Document the views in a comprehensive format suitable for comparison over a period of time
 - To submit the findings of the surveys to the State Road Project Division, Rajkot.
- 3.4 To develop better understanding of the users' needs and expectations and to integrate the survey results, the consultant is also required to frame a strategy (institutional and funding aspects) for continuing the surveys in a fixed interval in the foreseeable future.

4. SCOPE OF WORK

The Consultant will undertake the following tasks – tasks 1,2 and 3 consecutively.

Task 1 – Planning and Piloting

- 4.1 The Consultant will develop the methodology and plan to carry out the survey . The methodology should seek to maximize the utility of the information gathered, the response rate of the “Surveyed” and the statistical significance of the results. The information should be gathered in a format, finalized in consultation with PIU. Formats enclosed herewith may be used for reference (Annexure I to VI). However Consultant is free to suggest his own Formats and shall be finalized the same in consultation with PIU.
- 4.2 The survey will consist of three parts.
- To measure road Users perception on corridors (as per Annexure VII) network outcomes or attributes through a set of a few major indicators, each with a number of sub-indicators;
 - To measure road user’s perception on road safety, riding quality, vehicle speed etc.
 - To measure Road Safety awareness among road users using the indicative questions attached (Annexure VI) on the road safety demonstration corridors as mentioned in Annexure VII. Consultant is required to take up this work first, and is required to submit report on the same with the report of pilot survey.
- 4.3 The Consultant should ~~to~~ develop indicators and sub-indicators to meet the above needs in consultation with PIU. The indicators and policy topics should be simple, unambiguous and measurable over a period of time. An **inception report** containing parameters and attributes affecting satisfaction, sample design, target respondents and detailed work plan shall be submitted by the consultant.
- 4.4 The road user is clearly not a homogenous group; rather the ‘Road user’ is made up of number of potential target groups with many individuals being a member of two or more such groups. The Consultant should seek to elicit views from a broader cross section of such target groups as reasonably practicable. The survey should accordingly include a simple profile of respondents.
- 4.5 The Consultant will pilot the proposed survey mechanisms and research topics and indicators on a small sample of various target groups with a view to refining them both before finalization and shall use the same in the main survey. **A short report on the outcome of this pilot survey incorporating necessary changes shall be prepared and submit to PIU.**
- 4.6 The Consultant will help PIU to raise awareness of the survey through preparing some modest summary material in consultation with Project Implementation Unit (PIU) Nirman Bhavan Gandhinagar for dissemination through simple posters (size: approx.

19"x27" finished, in size of a typical news-paper page for high visibility to even by drivers and passengers moving on a vehicle) in not less than 130 Nos. (in four different colors) at road side amenities such as pedestrian flyovers, bus stops, truck parks, fuel stations and parks etc. This will facilitate in conducting the survey smoothly by requesting road users and stakeholders to co-operate the survey teams by eliciting their views, opinions and satisfaction levels with road-related outcomes.

Task 2 – To carry out the Main Survey and Data Management

- 4.7 The Consultant will carry out the survey on the agreed sample of various target groups and follow up as necessary to maximize response on all the corridors.
- 4.8 The Consultant will receive, collate, sort, clean and analyze the data received.

Task 3 – Submission of Findings

- 4.9 The Consultant will submit the survey findings to PIU in form of report, along with charts and diagrams wherever possible, in hard & soft copies. This report shall be structured so as to demonstrate the opportunities and priorities for improvements in service delivery. First, a draft survey report would be submitted to the client. The client would give its feedback on the draft survey report and the consultant would incorporate the suggestions and feedback and will submit final survey report afterward.

5. METHODOLOGY

5.1 The Consultant is to detail in their technical proposal the methodology they intend to adopt for the survey. This should include following but not limited to

- The proposed relationships with bodies representing road users, through whom the Consultant may decide to operate in order to access the members of such bodies as per the details given in Para 11.
- The proposed target groups, (disaggregated by gender and by at least three income groups or socio-economic classes), sampling design (detailed plans for covering not less than 50 road users during the main field survey) and the levels of confidence these will provide;
- The proposed survey mechanism (e.g. focus groups, or postal, household, roadside or telephone interviews questionnaires) and how these might vary or different target groups.
- The timeframe.

6. FACILITIES AND SERVICES TO BE PROVIDED BY THE CLIENT

6.1 Office Space:

The client will not provide any office space, transport or other logistic support in any form.

6.2 Information:

PIU will assist consultant to gather available information which is related to the assignment, and on demand.

6.3 Staff/s

PIU will depute Staff/s to work with the consulting team for the duration of the survey primarily as a learning exercise and to enhance co-operation and dialogue.

7. CONSULTANT INPUT

7.1 The Consultant is expected to provide 2 Key Professional and 8 Support Staff for 1 month period. (total 10 man months)

7.2 The Consultant team will include two key personnel with qualifications as shown below:

- Team Leader/Social & Economic scientist, shall have minimum qualification of any bachelor's degree She/he should have at least five years experience in carrying out different kind of surveys. She/he should have done at least 3 projects of similar nature or related survey projects.
- Highway engineer shall have minimum qualification of bachelor's degree in civil engineering and shall have minimum 5 years experience in Highway projects including different kind of traffic surveys or Diploma in civil engineering and shall have minimum 7 years experience in Highway projects including different kind of traffic surveys He should have done at least 3 projects of similar nature or related survey projects.

7.3 Qualification and Experience of Supporting Staff:

They should have minimum qualification of any Degree / Diploma and should have experience in 3 similar or related survey projects and shall have at least 5 years of experience in survey work. They shall have good proficiency in Gujarati language and shall have regional familiarities also

7.4 The team leader shall have to witness survey of at least 10 different types of road users of each corridor during the survey at site and shall have to attend the meeting with client whenever required during the contract period.

8. REPORTING AND SCHEDULES FOR THE COMPLETION OF TASKS

8.1 The Consultant will report and consult to office of Superintending Engineer, Project Implementation Unit, Nirman Bhavan, Gandhinagar for this assignment.

8.2 Deliverables

The Consultant will submit the following deliverables as per the given time-frame.

S. No.	Item/ Output	No. of copis	Due date (weeks) from Start	Remarks
1	Inception report comprising indicators, sub-indicators, target respondents, sample design and detailed work plan	6 Hard and 1 soft	1	Para 4.3
2	Pilot Survey Report along with survey report of Road Safety demo corridor	6 Hard and 1 soft	2	Para 4.5
3	Awareness raising materials (posters)	130	2	Para 4.6
4	Draft survey report	6 Hard and 1 soft	3	Para 4.9
5	Final survey report	6 Hard and 1 soft	1 week after receipt of comments on draft survey report.	Para 4.9

9. Payment Schedule

Payment will be made to the Consultant on acceptance of the reports submitted with reference to total contract value.

Sr. No.	Name of deliverables	Amount of Payment
1	Inception Report	5%
2	Pilot Survey Report	15%
3	Awareness raising materials	20%
4	Draft Survey Report	30%
5	Final Survey Report	30%

10. REVIEW COMMITTEE

The reports will be reviewed by the committee.

11. POTENTIAL ROAD RELATED REPRESENTATIVE BODIES

The potential road related representative bodies who could be involved in the surveys –Truck and tanker operators, drivers and staff on vehicles.

1. Inter-urban bus services operators and drivers.
2. Wagon, rickshaw, auto-rickshaw, taxi and hired car operators and drivers.
3. Private car owners/ drivers.
4. Households/Vulnerable group living adjacent to main roads.
5. Shopkeepers/ workers adjacent to highways.
6. Farmers/agricultural commodity producers.
7. Chambers of Commerce, industrial manufacturers and traders.
8. Transporters/ freight forwarding/shipping agents.
9. Insurance industry representatives.
10. Emergency services representatives (fire services, ambulance, police etc.)
11. Hoteliers' associations
12. NGOs involved with social, environmental issues related to roads and vulnerable groups/physical challenged
13. Academia
14. Journalists and media representatives
15. Transport undertakings & Industries Department
16. Traffic Police Wing

17. Revenue Department Officials

12. GUIDANCE FOR PREPARING TECHNICAL PROPOSAL

The Consultant shall prepare the technical proposal with the help of the following documents. These are easily available on the World Wide Web.

- a. Kentucky Highway User Survey 2004 by Kentucky Transportation Sector.
- b. State Highway User Survey 2003 by Transit, New Zealand.
- c. User satisfaction performance indicators, Guidance on methods of Data collection, Cabinet Office of the UK Government 2000.
- d. Moving ahead the American Public Speaks on Roadways and Transportation in Communities, Federal Highways Administration, USA 2001.

ANNEXURE I
Road User Perception Survey
GSHP-II (PHASE-I)

Name of Corridor :

Name of Division :

User Type : Industrial / Commercial Sector

Location :

General Information about Road User

Date &

Time :

- 1 Name of User
- 2 Vehicle Type
- 3 Vehicle Number
- 4 Purpose of use
- 5 Origin
- 6 Destination
- 7 Present speed

Review of Road User :

- 1 What do you think about adequacy of road?
- 2 Which improvements are required for roads?
 - a Riding quality
 - b Widening
 - c Safety measures
 - d Realignment
 - e Other
- 3 Do you think new road will make a difference to your delivery time to customer?
- 4 Do you think new road will improve the deficiency of your business activity?
- 5 Do you think new road will affect your operating cost?
- 6 Do you think new road will improve your physical and mental efficiency?
- 7 Have you seen any accidents on this road?
Give details
- 8 Do you think new road will improve your property value?
- 9 Do you think the government's policy on investing in road is good for the economy of the state?
- 10 Which vehicle do you drive ?
- 11 At what speed (km/hr) can you drive your vehicle ?
- 12 Do you wish to increase your vehicle driving speed, by improvement of road ?
- 13 What is your expectation of your vehicle speed (km/hr) from the improved road ?
- 14 Opinion regarding km. stone, Signboard, village / city Name Boards, informatory sign boards, sight distance at night, water logging.
- 15 Opinion regarding encroachment issues e.g. trees, electric poles, telephone poles, religious properties etc
- 16 Opinion regarding road side facilities e.g. Bus Stop, Truck Lay bye parking, Bus Bay etc.
- 17 Any other sub questions / suggestion

ANNEXURE II
Road User Perception Survey
GSHP-II (PHASE-I)

Name of Corridor :

Name of Division :

User Type : Farmer

Location :

General Information about Road User

Date & Time :

- 1 Name of User
- 2 Vehicle Type
- 3 Vehicle Number
- 4 Purpose of use
- 5 Origin
- 6 Destination
- 7 Present speed

Review of Road User :

- 1 What do you think about adequacy of road?
- 2 Which improvements are required for roads?
 - a Riding quality
 - b Widening
 - c Safety measures
 - d Realignment
 - e Other
- 3 Do you think new road will save your journey time to market?
- 4 Do you think new road will make any difference to your agriculture business?
- 5 Do you think new road will affect your operating cost?
- 6 Do you think new road will improve your physical and mental efficiency?
- 7 Have you seen any accidents on this road?
Give details
- 8 Do you think new road will improve your property value?
- 9 Do you think the government's policy on investing in road is good for the economy of the state?
- 10 Which vehicle do you drive ?
- 11 At what speed (km/hr) can you drive your vehicle ?
- 12 Do you wish to increase your vehicle driving speed, by improvement of road ?
- 13 What is your expectation of your vehicle speed (km/hr) from the improved road ?
- 14 Opinion regarding km. stone, Signboard, village / city Name Boards, informatory sign boards, sight distance at night, water logging.

- 15 Opinion regarding encroachment issues e.g. trees, electric poles, telephone poles, religious properties etc
- 16 Opinion regarding road side facilities e.g. Bus Stop, Truck Lay bye parking, Bus Bay etc.
- 17 Any other sub questions / suggestion

ANNEXURE III
Road User Perception Survey
GSHP-II (PHASE-I)

Name of Corridor :

Name of Division :

User Type : Students / Teacher

Location :

General Information about Road User

Date & Time :

- 1 Name of User
- 2 Vehicle Type
- 3 Vehicle Number
- 4 Purpose of use
- 5 Origin
- 6 Destination
- 7 Present speed

Review of Road User :

- 1 What do you think about adequacy of road?
- 2 Which improvements are required for roads?
 - a Riding quality
 - b Widening
 - c Safety measures
 - d Realignment
 - e Other
- 3 Do you think new road will save your journey time?
- 4 Do you think new road will improve your education system?
- 5 Do you think new road will affect your operating cost?
- 6 Do you think new road will improve your physical and mental efficiency?
- 7 Have you seen any accidents on this road?
Give details
- 8 Do you think new road will improve your life as a student / teacher?
- 9 Do you think the government's policy on investing in road is good for the economy of the state?
- 10 Which vehicle do you drive ?
- 11 At what speed (km/hr) can you drive your vehicle ?
- 12 Do you wish to increase your vehicle driving speed, by improvement of

road ?

- 13 What is your expectation of your vehicle speed (km/hr) from the improved road ?
- 14 Opinion regarding km. stone, Signboard, village / city Name Boards, inforamatory sign boards, sight distance at night, water logging.
- 15 Opinion regarding encroachment issues e.g. trees, electric poles, telephone poles, religious properties etc
- 16 Opinion regarding road side facilities e.g. Bus Stop, Truck Lay bye parking, Bus Bay etc.
- 17 Any other sub questions / suggestion

ANNEXURE IV
Road User Perception Survey
GSHP-II (PHASE-I)

Name of Corridor :

Name of Division :

User Type : Health workers

Location :

General Information about Road User

Date & Time :

- 1 Name of User
- 2 Vehicle Type
- 3 Vehicle Number
- 4 Purpose of use
- 5 Origin
- 6 Destination
- 7 Present speed

Review of Road User :

- 1 What do you think about adequacy of road?
- 2 Which improvements are required for roads?
 - A Riding quality
 - B Widening
 - C Safety measures
 - D Realignment
 - E other
- 3 Do you think new road will be useful to reach at patient?
- 4 Is there any special facility for transport as emergency service like 108?
- 5 Do you think new road will affect your operating cost?
- 6 Do you think new road will improve your physical and mental efficiency?
- 7 Have you seen any accidents on this road?
Give details
- 8 Do you think new road will improve your property value?
- 9 Do you think the government's policy on investing in road is good for the economy of the state?
- 10 Which vehicle do you drive ?

- 11 At what speed (km/hr) can you drive your vehicle ?
- 12 Do you wish to increase your vehicle driving speed, by improvement of road ?
- 13 What is your expectation of your vehicle speed (km/hr) from the improved road ?
- 14 Opinion regarding km. stone, Signboard, village / city Name Boards, informatory sign boards, sight distance at night, water logging.
- 15 Opinion regarding encroachment issues e.g. trees, electric poles, telephone poles, religious properties etc
- 16 Opinion regarding road side facilities e.g. Bus Stop, Truck Lay bye parking, Bus Bay etc.
Any other sub questions / suggestion

ANEXURE V
Road User Perception Survey
GSHP-II (PHASE-I)

Name of Corridor :

Name of Division :

User Type : General users

Location :

General Information about Road User

Date & Time :

- 1 Name of User
- 2 Vehicle Type
- 3 Vehicle Number
- 4 Purpose of use
- 5 Origin
- 6 Destination
- 7 Present speed

Review of Road User :

- 1 What do you think about adequacy of road?
- 2 Which improvements are required for roads?
 - A Riding quality
 - B Widening
 - C Safety measures
 - D Realignment
 - E other
- 3 Do you think new road will make any difference?
- 4 Do you think new road will affect your travelling cost and time?
- 5 Do you think new road will improve your physical and mental efficiency?
- 6 Have you seen any accidents on this road?
Give details
- 7 Do you think the government's policy on investing in road is good for the economy of the state?

- 8 Which vehicle do you drive ?
- 9 At what speed (km/hr) can you drive your vehicle ?
- 10 Do you wish to increase your vehicle driving speed, by improvement of road ?
- 11 What is your expectation of your vehicle speed (km/hr) from the improved road ?
- 12 Opinion regarding km. stone, Signboard, village / city Name Boards, informatory sign boards, sight distance at night, water logging.
- 13 Opinion regarding encroachment issues e.g. trees, electric poles, telephone poles, religious properties etc
- 14 Opinion regarding road side facilities e.g. Bus Stop, Truck Lay bye parking, Bus Bay etc
- 15 Any other sub questions / suggestion

Note : Annexure I to V should be signed by User, Interviewer

Annexure-VI

Survey for Public Road Safety Awareness Assessment

Date:

Time:

Weather:

Name of the road:

Location description:

Investigator:

Brief introduction of project; obtain oral consent

We are staff members from the XX working to improve road safety awareness in India. We would like to invite you to participate in a simple survey on road safety, which will last about 5-8 minutes. We will NOT ask your name, nor record any individual information. You can decide to participate or not. Even if you agree to participate, you can decline to answer any question.

Part A - Interviewed administered questionnaire

Participant willing to undertake interview: Yes _____
No _____ (Only enter Q2)

1. Demographic questions

1. How old are you?

Age in years _____

2. Sex of participant

1	Male
2	Female
3	Could not be determined

3. What is your occupation?

1	Students
2	Stay home
3	Educators
4	Government employees
5	Private sectors employees
6	Military
7	Professional drivers
8	Retired
9	Currently not working
10	Others, specify _____

4. What is the highest level of education that you have attained? (Tick one response only)

1	No schooling
2	Primary school
3	Secondary or high school
4	Post school education (such as college or university)
5	Could not be determined / refused to answer

5. Do you drive a motorized vehicle (including motorized two wheelers, commercial vehicles)?

1	Yes
2	No
3	Could not be determined / refused to answer

If yes, how many years have you been driving any form of motorized vehicle? _____

Also, what type of vehicle do you drive? (Tick all that apply)

1	Sedan passenger car
2	Commercial Taxi
3	Truck
4	SUV/Van
5	Two wheeler (scooter/motorcycle)
6	Three wheeler (Rickshaw)
7	Others (e.g., commercial vehicles)

Section 1. Speeding awareness

1. When you drive, are you usually aware of the legal speed limit on the road you are using?

1	Yes,
2	Sometimes (e.g. expressways or urban areas only)
3	No
4	Could not answer/understand the question

2. Usually, how do you decide on your speed? *Tick as many responses as are relevant*

1	Maintaining same speed as other vehicles in traffic
2	Depending whether I am in a hurry
3	Following the signs
4	Just following other cars
5	Don't like to follow other cars
6	Never thought about it
7	Not sure

3. Would you agree that speeding is one of the main causes for road traffic crashes?

1	Yes.
2	No.
3	Not sure

4. Please tell me do you agree with the following statement: "Fines for speeding has a positive effect on reducing speed related crashes." *Tick one response only*

1	Strongly agree
2	Somewhat agree
3	Indifferent
4	Somewhat disagree
5	Strongly disagree
6	Not sure

5. Please tell me do you agree with the following statement: "It is okay to speed if you are a good and responsible driver." *Tick one response only*

1	Strongly agree
2	Somewhat agree
3	Indifferent
4	Somewhat disagree
5	Strongly disagree
6	Not sure

6. In the past year, have you ever received tickets for speeding?

1	Yes. If yes, how many times _____
2	No (skip to question 8)
3	Don't remember

7. In the past year, have you been involved in a crash?

1	Yes. If yes, do you think speed was one of the factors? _____
---	---

2		No
3		Don't remember

8. In the past year, have you heard any public information messages dealing with the dangers of sp?

1		Yes
2		No
3		Don't remember

If yes, do you remember through which medium? (*please check all options that apply*)

1		Television
2		Broadcast
3		Newspaper
4		Network
5		Friends and colleagues
6		Others (please note): _____

If yes, can you recall what the public information message was:

--

Section 2. Drunk driving

1. Are you aware of any legal limit for driving under the influence of alcohol in your (state/province/country)?

1		Yes, please describe: _____
2		No

2. If you are caught drink-driving, do you know what the penalty is? (More than one can be selected)

1		No penalty
2		Only warning
3		Pecuniary penalty
4		Pecuniary penalty and Vehicle keeping
5		Detention
6		Revoke license
7		Other (specify).....
8		Don't know

3. Which of the following statements best describes your ATTITUDE toward drinking and driving?

1		I don't drink at any time
---	--	---------------------------

2		If I am driving, I don't drink
3		If I am driving, I restrict what I drink
4		If I am driving, I do not restrict what I drink
5		Don't know
6		Refused to answer

4. If you were driving under the influence of alcohol, what do you think your chances are of getting caught?

1		Less than 10% (very unlikely)
2		Between 10-30% (somewhat unlikely)
3		Between 30-80% (likely)
4		More than 80% (almost certain)
5		Don't know

5. Have you ever been stopped by a police officer for driving under the influence of alcohol during the past 6 months?

1		No, never stopped
2		Yes, but I did not drink
3		Yes, given a warning
4		Yes, given a ticket
5		Yes, issued a suspension
6		Yes, charged with impaired driving
7		Not sure/Refuse to answer

6. In the past year, have you ever been involved in a crash because of drunk driving?

1		Yes
2		No
3		Don't know
4		Refuse to answer

7. In the past year, have you heard any public information messages dealing with the dangers of sp?

1		Yes
2		No
3		Don't remember

If yes, do you remember through which medium? *(please check all options that apply)*

1		Television
2		Broadcast
3		Newspaper
4		Network
5		Friends and colleagues
6		Others (please note): _____

If yes, can you recall what the public information message was:

--

3. Drunk driving

4. Seat-belt use

1. Do you think seat-belts are effective in savings lives during a crash?

1	Yes, very effective
2	Only effective in very high severity crashes
3	Not very effective
4	Not Sure

2. In your opinion, what prevents car passengers from wearing seat-belts?
(Tick all that apply)

1	Wearing the belt is not required by the law
2	Wearing the seat-belt is uncomfortable
3	Seat-belts are not effective in the local traffic conditions
4	Passengers are not aware of the safety benefits
5	It is largely an unfamiliar habit
6	Risk from not wearing it is too low
7	Seat-belt not available
8	Don't know

3. In your opinion, should passengers in all seating positions wear their seltbelt? (Tick all that apply)

1	It is most important for the driver to wear the seat-belt, for the remaining passengers it is optional
2	Wearing seat-belt is only life-saving for the front row passengers but is optional for rear-seat passengers
3	Wearing seat-belt is equally important for all passengers (front and rear) travelling in the vehicle
4	It depends on the local regulation regarding the seat belt use.
5	Don't know

5. Helmet use

1. Do you think helmets are effective in savings lives during a crash?

1	Yes, very effective
2	Only effective in very high severity crashes
3	Not very effective
4	Not Sure

2. In your opinion what prevents two-wheeler riders from wearing helmets?
(Tick all that apply)

1		Wearing the helmet is not required by the law
2		Wearing the helmet is uncomfortable/inconvenient
3		Wearing the helmet is too uncommon
4		Risk from not wearing it is too low
5		The benefits of wearing a helmet is not well understood
6		Don't know

6. In your opinion, how important is it for pillion riders to wear the helmet?

1		Helmet is the most important life-saving gear for all riders
2		Only important if the law requires the pillion riders to wear a helmet
3		Wearing seat-belt is equally important for all passengers (front and rear) travelling in the vehicle
4		Passengers are not aware of the safety benefits
5		Don't know

5. Conclusion

Thank you for your time. Do you have any suggestions or comments regarding road safety awareness in your community?

Annexure VII

(A) Details of road improvement works under phase I of GSHP - II

Road	Improvement	Approx. Length, km
Phase-I(Upgradation works)		
Mehsana-Himatnagar	4 lanning (Annuity Basis)	66.15
Gondal-Atkot	W&S, 2 Laning	35.62
Dabhoi-Bodeli	W&S, 2 Laning	38.80
Umreth-Vasad (including Kapadvanj-Ladvel 7 Km)	W&S, 2 Laning	41.46

Dhansura-Meghraj Up to Border	W&S, 2 Laning	43.26
Bayad-Lunawada	W&S, 2 Laning	44.23
Lunawad-Khedapa (Border)	W&S, 2 Laning	56.48
	Total Length	325.80
Rehabilitation works		
Karjan –Borsad	Rehabilitation	55.15
Part of Atkot-Paliad	Rehabilitation	15.80
Amod-Dabhoi (Part section from Amod to NH-8)	Rehabilitation	28.00
Tharad-Deesa	Rehabilitation	29.89
Savarkundla-Dhasa	Rehabilitation	46.58
	Total	175.42
	Total Phase-I	501.22
Dehgam-Bharuch (SH-06)	Road safety demonstration corridor	9.60
Ankleshwar-Valiya (SH-13)	Road safety demonstration corridor	20.00
	Grand Total	530.82

Section 5. Standard Forms of Contract

STANDARD FORM OF CONTRACT

**Consultants’
Services**
Lump-Sum

Contents

I. Form of Contract	67
II. General Conditions of Contract.....	69
1. General Provisions	69
1.1 Definitions.....	69
1.2 Law Governing Contract.....	70
1.3 Language.....	70
1.4 Notices	70
1.5 Location	70
1.6 Authority of Member in Charge	70
1.7 Authorized Representatives	70
1.8 Taxes and Duties.....	71
1.9 Fraud and Corruption.....	71
2. Commencement, Completion, Modification and Termination of Contract.....	72
2.1 Effectiveness of Contract.....	72
2.2 Commencement of Services	72
2.3 Expiration of Contract.....	72
2.4 Modifications or Variations	72
2.5 Force Majeure	72
2.6 Termination.....	73
3. Obligations of the Consultant	74
3.1 General.....	74
3.2 Conflict of Interests.....	74
3.3 Confidentiality	74
3.4 Insurance to be Taken Out by the Consultant.....	74
3.5 Consultant's Actions Requiring Client's Prior Approval	74
3.6 Reporting Obligations.....	74
3.7 Documents Prepared by the Consultant to be the Property of the Client	74
3.8 Accounting, Inspection and Auditing	74
4. CONSULTANT'S Personnel.....	76
4.1 Description of Personnel.....	76
4.2 Removal and/or Replacement of Personnel.....	76
5. Obligations of the Client	77
5.1 Assistance and Exemptions.....	77
5.2 Change in the Applicable Law Related to Taxes and Duties	77
5.3 Services and Facilities.....	77
6. Payments to the Consultant.....	77
6.1 Lump-Sum Payment	77
6.2 Contract Price.....	77

6.3 Payment for Additional Services77

6.4 Terms and Conditions of Payment.....77

7. Good Faith78

 7.1 Good Faith78

8. Settlement Of Disputes78

 8.1 Amicable Settlement.....78

 8.2 Dispute Resolution.....78

III. Special Conditions of Contract79

CONTRACT FOR CONSULTANTS' SERVICES

Lump-Sum

Between

[name of the Client]

and

[name of the Consultant]

Dated: _____

I. Form of Contract

LUMP-SUM

(Text in brackets [] is optional; all notes should be deleted in final text)

This CONTRACT (hereinafter called the “Contract”) is made the [day] day of the month of [month], [year], between, on the one hand, [name of client] (hereinafter called the “Client”) and, on the other hand, [name of Consultant] (hereinafter called the “Consultant”).

[**Note:** If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Client”) and, on the other hand, a joint venture/consortium/association consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, [name of Consultant] and [name of Consultant] (hereinafter called the “Consultant”).]

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[name of Client]*

[Authorized Representative]

For and on behalf of *[name of Consultant]*

[Authorized Representative]

[Note: *If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]*

For and on behalf of each of the Members of the Consultant

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

II. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in Gujarat, India as may be specified in the Special Conditions of Contract (SC), as they may be issued and in force from time to time.
- (b) Deleted
- (c) “Consultant” means any private or public entity that will provide the Services to the Client under the Contract.
- (d) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is these General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (e) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (g) “Foreign Currency” means any currency other than the currency of the Client’s country.
- (h) “GC” means these General Conditions of Contract.
- (i) “Government” means the Government of the Client’s country.
- (j) “Local Currency” means the currency of the Client’s country.
- (k) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.
- (l) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (m) “Personnel” means persons hired by the Consultant and assigned to the performance of the Services or any part thereof.
- (n) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) “Services” means the work to be performed by the Consultant

pursuant to this Contract, as described in Appendix A hereto.

(q) “In writing” means communicated in written form with proof of receipt.

**1.2 Law
Governing
Contract**

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

1.3 Language

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

1.4 Notices

1.4.1

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

1.4.2

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

1.5 Location

The Services shall be performed at such locations as Client may approve.

**1.6 Authority of
Member in
Charge**

In case the Consultant consists of a joint venture/ consortium/ association of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

**1.7 Authorized
Representa-
tives**

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

- 1.8 Taxes and Duties** The Consultant, and their Personnel shall bear and pay all the taxes, duties, fees, and other impositions levied under the Applicable Law. The Client will make at source deductions of applicable taxes.
- 1.9 Fraud and Corruption** If the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving 14 days notice to the Consultant, terminate the Consultant's employment under the Contract, and the provisions of Clause 2 shall apply as if such expulsion had been made under Sub-Clause 2.6.1(c).
- Should any personnel of the Consultant be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, then that personnel shall be removed in accordance with Sub-Clause 4.2.
- 1.9.1 Definitions** For the purposes of this Sub-Clause, the terms set-forth below are defined as follows:
- (i) “corrupt practice”¹ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) “fraudulent practice”² is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) “collusive practice”³ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) “coercive practice”⁴ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing

¹ “Another party” refers to a public official acting in relation to the selection process or contract execution. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

² A “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

³ “Parties” refers to participants in the selection process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁴ A “party” refers to a participant in the selection process or contract execution.

or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.
- 2.2 Commencement of Services** The Consultant shall begin carrying out the Services immediately on the day contract is awarded as specified in the SC.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause GC 2.6 hereof and unless extended pursuant to clause GC 2.4, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
- 2.4 Modifications or Variations** Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 2.5 Force Majeure**
- 2.5.1 Definition** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 2.5.3 Extension of Time** Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination**2.6.1 By the Client**

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Consultant.

- (a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
- (b) If the Consultant becomes insolvent or bankrupt.
- (c) If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

2.6.2 By the Consultant

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the Client shall make the following payments to the Consultant:

- (a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with any party.

3.2 Conflict of Interests

The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

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

The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel shall not receive any such additional payment.

3.2.2 Consultant and Affiliates not to be Other Wise

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or

- Interested in Project** implementation of the project.
- 3.2.3 Prohibition of Conflicting Activities** The Consultant shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
- 3.3 Confidentiality** Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.4 Insurance to be Taken Out by the Consultant** The Consultant (a) shall take out and maintain at their own cost insurance against the risks, and for the coverage so as to indemnify the client from payment of any claim arising out of consultant's actions and at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.5 Consultant's Actions Requiring Client's Prior Approval** The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
 - (b) any other action that may be specified in the SC.
- 3.6 Reporting Obligations**
- (a) The Consultant shall submit to the Client the reports and documents specified in TOR, in the form, in the numbers and within the time periods set forth in the TOR.
 - (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.
- 3.7 Documents Prepared by the Consultant to be the Property of the Client**
- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof.
 - (b) The Consultant shall not retain copy of such documents and software.
- 3.8 Accounting, Inspection and Auditing** The Consultant shall permit the client and/or persons appointed by the client to inspect its accounts and records relating to the performance of the Contract, and to have such accounts and records audited by auditors

appointed by the client if required..

4. CONSULTANT'S PERSONNEL

- 4.1 Description of Personnel** The Consultant shall employ and provide such qualified and experienced Personnel as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel.
- 4.2 Removal and/or Replacement of Personnel**
- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
 - (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
 - (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

- 5.1 Assistance and Exemptions** The Client shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC.
- 5.2 Change in the Applicable Law Related to Taxes and Duties** Deleted.
- 5.3 Services and Facilities** The Client shall make available services and facility as per details in 1.3 of data sheet.

6. PAYMENTS TO THE CONSULTANT

- 6.1 Lump-Sum Payment** The total payment due to the Consultant shall not exceed the Contract Price which is an all inclusive fixed lump-sum covering all costs required to carry out the Services including all kind of taxes/duties/charges. The Contract Price may only be increased above the amounts stated in Clause 6.2 (B) if the Parties have agreed to additional payments in accordance with Clause 2.4.
- 6.2 Contract Price** (a) The price payable in foreign currency/currencies is set forth in the SC.
- (b) The price payable in local currency is set forth in the SC.
- 6.3 Payment for Additional Services** For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is to be provided by the Consultant.
- 6.4 Terms and Conditions of Payment** Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. All the payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the Client specifying the amount due.

7. GOOD FAITH

- 7.1 Good Faith** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8. SETTLEMENT OF DISPUTES

- 8.1 Amicable Settlement** The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 8.2 Dispute Resolution** Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. Special Conditions of Contract

(Clauses in brackets { } are optional; all notes should be deleted in final text)

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.3	The language is English.
1.4	<p>The addresses are:</p> <p>Client: The Executive Engineer , Office of the Executive Engineer , State Road Project Division, Dr. Rajendraprasad Road, Kashi Vishvanath Plot, Rajkot-360 001</p> <p>Phone: Land Line (O) : + 91 - 281 - 2448937</p> <p>Consultant: _____ _____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p>

{1.6}	{The Member in Charge is <i>[insert name of member]</i> }
1.7	<p>The Authorized Representatives are:</p> <p>For the Client: The Executive Engineer , Office of the Executive Engineer , State Road Project Division, Dr. Rajendraprasad Road, Kashi Vishvanath Plot, Rajkot-360 001 Phone: Land Line (O) : + 91 - 281 - 2448937 For the Consultant: _____ -----</p>
2.1	The Effective Date is /08/2013.
2.2	The date for the commencement of Services is /08/2013
2.3	The time period shall be: 30 days.
3.5 (c)	The other actions are: <i>Nil</i> .
5.1	<i>Not Applicable</i>
6.2(a)	The amount in foreign currency or currencies is <i>Nil</i> .
6.2(b)	The amount in local currency is <i>[insert amount]</i> .

6.4	<p>The accounts are:</p> <p style="padding-left: 40px;">for foreign currency or currencies: <i>None</i></p> <p style="padding-left: 40px;">for local currency: <i>[insert account]</i></p> <p>Payments shall be made according to the following schedule:</p> <p>Payment Schedule</p> <p>Payment will be made to the Consultant on acceptance of the reports submitted with reference to total contract value.</p> <table border="1" data-bbox="363 678 1458 958"> <thead> <tr> <th>Sr. No.</th> <th>Name of deliverables</th> <th>Amount of Payment</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Inception Report</td> <td>5% (Five Percent of the lump-sum amount)</td> </tr> <tr> <td>2</td> <td>Pilot Survey Report</td> <td>15% (Fifteen Percent of the lump-sum amount)</td> </tr> <tr> <td>3</td> <td>Awareness raising materials</td> <td>20% (Twenty Percent of the lump-sum amount)</td> </tr> <tr> <td>4</td> <td>Draft Survey Report</td> <td>30% (Thirty Percent of the lump-sum amount)</td> </tr> <tr> <td>5</td> <td>Final Survey Report</td> <td>30% (Thirty Percent of the lump-sum amount)</td> </tr> </tbody> </table>	Sr. No.	Name of deliverables	Amount of Payment	1	Inception Report	5% (Five Percent of the lump-sum amount)	2	Pilot Survey Report	15% (Fifteen Percent of the lump-sum amount)	3	Awareness raising materials	20% (Twenty Percent of the lump-sum amount)	4	Draft Survey Report	30% (Thirty Percent of the lump-sum amount)	5	Final Survey Report	30% (Thirty Percent of the lump-sum amount)
Sr. No.	Name of deliverables	Amount of Payment																	
1	Inception Report	5% (Five Percent of the lump-sum amount)																	
2	Pilot Survey Report	15% (Fifteen Percent of the lump-sum amount)																	
3	Awareness raising materials	20% (Twenty Percent of the lump-sum amount)																	
4	Draft Survey Report	30% (Thirty Percent of the lump-sum amount)																	
5	Final Survey Report	30% (Thirty Percent of the lump-sum amount)																	
6.5	Interest rate is not applicable.																		
7.1	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> 1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions: <ol style="list-style-type: none"> (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>[name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland]</i> for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>[insert the name of the same professional body as above]</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by 																		

the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by *[name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.]*.

(c) If, in a dispute subject to Clause SC 8.2 1.(b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the *[name the same appointing authority as in Clause SC 8.2 1.(b)]* to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

2. Rules of Procedure. Except as stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.

3. Substitute Arbitrators. If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

	<p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause SC 8.2 1 hereof shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country [<i>Note: If the Consultant consists of more than one entity, add: or of the home country of any of their Members or Parties</i>] or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <ul style="list-style-type: none"> (a) the country of incorporation of the Consultant [<i>Note: If the Consultant consists of more than one entity, add: or of any of their Members or Parties</i>]; or (b) the country in which the Consultant's [or any of their Members' or Parties'] principal place of business is located; or (c) the country of nationality of a majority of the Consultant's [or of any Members' or Parties'] shareholders; or (d) deleted.
	<p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none"> (a) proceedings shall, unless otherwise agreed by the Parties, be held in <i>Gujarat, India</i>; (b) the <i>English</i> language shall be the official language for all purposes; and (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.