

REQUEST FOR PROPOSAL

For

**Providing Technical Assistance to
Project Implementation Unit (PIU)
World Bank Projects
Roads and Buildings Department
Government of Gujarat**



**Project Implementation Unit (PIU),
Roads and Building Department,
Sector: 10/A, Nirman Bhavan, Ground Floor,
Gandhinagar – 382 010
Ph: 079 – 232 52 986 Fax: 079 232 51915**

March 2014

Request for Proposal

Subject: Consultancy Services for providing Technical Assistances to the Project Implementation Unit (PIU) Nirman Bhavan, Gandhinagar, Roads and Building Department, Govt. of Gujarat

1. The Government of Gujarat (GoG), through the Roads and Buildings Department (R&BD), has taken up the Second Gujarat State Highway Project (GSHP-II) covering up-gradation, maintenance and improvement of core road networks that have been identified in the state. The GoG has proposed to take up this project with financial assistance from the World Bank. The R&BD has finalized about 625 km of state highways for up gradation and maintenance. The improvements of 625 km in the project includes: (i) up gradation corridors for a length of 350 km, involving the strengthening and upgrading of single/intermediate lane roads to standard 2 lane / 2 lane with paved shoulders / 4 lanes, and (ii) major maintenance, for the remaining 275 km.
2. Project Implementation Unit (PIU) intends to avail services of a Consulting Firm/ Consultants/Individuals for following services.
3. Technical Assistance in the field of Environment and Social (Resettlement and Rehabilitation) safeguards and Financial Services.
4. For this assistance / services, payment terms are given in the relevant section hereunder.
5. The evaluation of the above mentioned Technical Assistance / Services shall be carried out on the basis of quoted amount and the consultant who has quoted the lowest amount shall be considered First Ranked bidder and shall be called for Interview, Negotiation by PIU-R & BD., as laid down in the following paragraph.
6. However, selection of any of the Consulting Firm / Consultants / Individuals for the aforesaid services will be based on the performance during the Interview.
7. A draft agreement is attached herewith as Schedule A, which will broadly provide a Skelton of the agreement to be entered with the successful bidder.
8. The interest bidders shall have to quote their rate and amount for each and every item of sections in the enclosed schedule and sent it at the following address on or before 18:00 hrs. of 10 / 04 / 2014 by RPAD / SPEED POST only.

Office of the Superintending Engineer, Project Implementation Unit (PIU) – World Bank Project, Roads and Building Department, Sector: 10/A, Nirman Bhavan, Ground Floor, Gandhinagar – 382 011, Gujarat State. Ph: 079 – 232 52986, Fax: 079 232 51915

9. Offer along with draft agreement (each page shall be initial by authorized person) shall be placed in wax sealed cover super scribing cover " Offer for Consultancy Service to provide technical assistance (Environmental and R & R and/or Financial Controller) to PIU -WB PROJECTS, R & BD., GoG " with marking " Special Attention Not To Be Opened before 11/04/2014 12:00 hrs. IST"

10. Right to reject any or all Proposals

Notwithstanding anything contained in this term of reference, the Authority reserves the right to accept or reject any proposal and to annul the selection process and reject all proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

11. Terms of Reference:

The Terms of Reference is given hereunder:

Consultants are required to perform following activities for the various works being undertaken by PIU, R & BD., GoG.

12. Consultants / Individuals having requisite educational qualification and experience shall be required to be deputed at PIU, R & BD., GoG for the period of assignment. The persons appointed by firm shall work under direct control of the Superintending Engineer, PIU, R & BD during the tenure of contract and shall be stationed at the office of Superintending Engineer, PIU, Gandhinagar, Gujarat.
13. The persons / individual deputed shall require to undertake environmental and social related activities as directed by PIU R &BD, including but not limited to :
Safeguard related activities - Inventory, Public hearing procedure and consultation, Monitoring of Environmental Quality Parameters / Tests, Environmental Impact Assessment Study, Preparation & Implementation of Environmental Management Action Plan (EMAP), Rehabilitation and Resettlement Action Plan (RAP), Preparation of proposals in approval from MOEF-GoI, NBWL for EC / CRZ / Wild life (Sanctuary / National Park) ,preparation of various reports related to environment and social, grievance redressal etc. and also to undertake any such activities required to be carry out as directed by the Superintending Engineer-PIU, and Chief Engineer (World Bank).
14. The persons deputed shall be required to undertake finance related activities as directed by PIU R &BD, including but not limited to :
All kind of financial matter, procedures and reporting, auditing, reimbursement procedures, reply of audit Para, compliance of any issues related to financial mater of the project including budget, preparation of various kind of reports, power points presentations as and when required and any other works related to finance and entrusted by Superintending Engineer, PIU, or Chief Engineer (World Bank). Correspondence with World Bank offices and other department of GoG for matter having financial involvement etc. for the second Gujarat State Highway Project (GSHP II) funded by the world bank and any other such work pertaining to financial involvement required to be carry out as directed by the Superintending Engineer-PIU, and Chief Engineer (World Bank).

15. Following persons shall be required to be deputed to PIU, R & BD., for the tenure of contract.

Sr. No.	Name of Position	No.	Unit	Indicative Duration Months	Qualification	Experience
1	Environmental and R & R Specialist	1	Man Month	36	B.E. Civil / B.E. Environment/ M.E. Environment/ PG in relevant discipline	Having at least 10 years of experience in highway / infrastructure developmental projects, out of which 5 years shall be in managing environmental and social safeguards in the projects funded by ADB/WB/ Multilateral/ International Funding agencies.
2	Financial Controller	1	Man Month	36	Graduate in relevant discipline	Having minimum experience of 3 years regarding all kinds of financial matters, procedures & reporting, auditing reimbursement procedures etc. Experience of above activities in the projects aided / funded by ADB/WB/ Multilateral/ International Funding agencies.

16. Payment Terms and Conditions

- 1) The period of assignment shall be initially for thirty Six Months, which can be extended for further period.
- 2) The approximate quantities of man-months are indicative and it is not obligatory on part of PIU / R & BD., to adhere to it. The approximate quantity may increase or decrease by any extent, the consultant is bound to accept the increased / decreased quantity of man months.
- 3) The consultants who quotes the lowest amount (as mentioned Para 5), shall be asked for submission of the CV's of the enlisted personnel in Schedule B within one week time and if the same are found eligible for the given criteria, then the consultant will be requested to sign the agreement within one week, otherwise next higher consultant will be called for submission of CVs.
- 4) The contract can be extended if the working of the firm / Individual is found satisfactory by PIU, R & BD., GoG
- 5) Consultants are required to quote their man month rate inclusive of all taxes against each category and deriving the amount after multiplying rate with approximate quantity of man month as given by PIU, R & BD., GoG

- 6) Price quoted shall inclusive of all taxes, liability and should take in to account all direct and indirect cost applicable to such type of assignment. The quoted rate should not have any hidden cost or any conditions.
- 7) The selected firm shall be paid on monthly basis or after completion of services assigned under the agreement as the case may be for the services offered under this type of service as per terms and conditions of contract.
- 8) The persons deputed shall be to follow rules and regulations of R & BD., and misconduct or corrupt and fraudulent practices will render rejection and deport of the person. If working of any candidate posted at PIU is not found satisfactory, shall be relived and have to be immediately replaced by person of equal or more qualification.

Schedule B

Sr. No.	Name of Activity	Unit	Duration Months	Rate	Amount
1	Providing services of Environmental and R & R Specialist, Having at least 10 years of experience in highway / infrastructure developmental projects, out of which 5 years shall be in managing environmental and social safeguards in the projects funded by ADB / WB / Multilateral / International Funding agencies.	Man Month	First 12 months		
			13 to 24 months		
			25 to 36 months		
			Total		
2	Providing services of Financial Controller, Having minimum experience of 3 years regarding all kinds of financial matters, procedures & reporting, auditing reimbursement procedures etc. Experience of above activities in the projects aided / funded by ADB / WB / Multilateral / International Funding agencies.	Man Month	First 12 months		
			13 to 24 months		
			25 to 36 months		
			Total		

Total amount Rupees in figure

(Rupees in words).....

Schedule A

AGREEMENT

FOR

TECHNICAL ASSISTANCE CONSULTANTS

**CONSULTANCY SERVICES FOR PROVIDING
TECHNICAL LOGISTIC SUPPORT AND SERVICES OF PERSONALS TO
PROJECT IMPLEMENTATION UNIT (PIU), R & BD, GANDHINAGAR**

Project Implementation Unit (PIU), R & BD, Gandhinagar

AGREEMENT

Name of Work: Consultancy services for providing Technical Logistic Support and services of personals to PROJECT IMPLEMENTATION UNIT (PIU), R & BD, GANDHINAGAR

AGREEMENT No. _____

This AGREEMENT (herein after called the “Agreement”) is made on the _____ day of the month of _____ 2014, between, on the one hand, the Project Implementation Unit (PIU), R & BD, Gandhinagar (here in after called the “PIU R & BD ” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, (hereinafter called the “Technical Assistance Consultants” which expression shall include their respective successors and permitted assigns).

WHEREAS

- (A) The PIU, R & BD vide its Request for Proposal for engaging a Technical Assistance Consultants (herein after called the “Consultancy”) for Consultancy services for providing Technical Logistic Support and services of personals to Project Implementation Unit (PIU), R & BD, Gandhinagar (herein after called the “PIU, R & BD ”);
- (B) The Technical Assistance Consultants submitted its proposals for the aforesaid work, whereby the Technical Assistance Consultants represented to the PIU, R & BD that it had the required professional skills, and in the said proposals the Technical Assistance Consultants also agreed to provide the Services to the PIU, R & BD on the terms and conditions as set forth in this Agreement; and
- (C) The PIU, R & BD, on acceptance of the aforesaid proposals of the Technical Assistance Consultants, awarded the Consultancy to the Technical Assistance Consultants vide its Letter of Award dated (the “LOA”); and
- (D) In pursuance of the LOA, the parties have agreed to enter into this Agreement. NOW, THEREFORE, the parties hereto hereby agree as follows:
 - 1. General
 - 1.1 Definitions and Interpretation
 - 1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning herein after respectively assigned to them:

- (a) “Applicable Laws” means the laws and any other instruments having the force of law in India and state of Gujarat as they may be issued and in force from time to time;
- (b) “Agreement” means this Agreement.
- (c) “Agreement Value” shall have the meaning set forth in Clause 6.1.2;
- (d) “Additional Costs” shall have the meaning set forth in Clause 6.1.2;
- (e) “Client” means Project Implementation Unit (PIU), R & BD, Gandhinagar (PIU, R & BD);
- (f) “Confidential Information” shall have the meaning set forth in Clause 3.3;
- (g) “Conflict of Interest” shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- (h) “Effective Date” means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- (i) “Expatriate Personnel” mean such persons who at the time of being so hired had their domicile outside India;
- (j) “Government” means the Government of Gujarat;
- (k) “INR or Rs.” means Indian Rupees;
- (l) “Member”, in case the Technical Assistance Consultants consists of a joint venture or consortium of more than one entity, means any of these entities, and “Members” means all of these entities;
- (m) “Personnel” mean persons hired by the Technical Assistance Consultants as employees or other wise and assigned to the performance of the Services or any part thereof;
- (n) “Party” means the PIU, R & BD or the Technical Assistance Consultants, as the case may be, and Parties means both of them;
- (o) “Resident Personnel” mean such persons who at the time of being so hired had their domicile inside India;
- (p) “Services” means the work to be performed by the Technical Assistance Consultants pursuant to this Agreement, as described in the Terms of Reference here to;
- (q) “RFP” means the Request for Proposal document in response to which the Technical Assistance Consultant's proposal for providing Services was accepted;
- (r) “Third Party” means any person or entity other than the Government, the PIU, R & BD, the Technical Assistance Consultants.

All terms and words not defined here in shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.1.2 The following documents shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over other would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Agreement;
- (b) RFP; and
- (c) Letter of Award

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the PIU, R & BD and the Technical Assistance Consultants. The Technical Assistance Consultants shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Rights and obligations

The mutual rights and obligations of the PIU, R & BD and the Technical Assistance Consultants shall be as set forth in the Agreement; in particular:

- (a) The Technical Assistance Consultants shall carry out the Services in accordance with the Provisions of the Agreement; and
- (b) The PIU, R & BD shall make payments to the Technical Assistance Consultants in accordance With the provisions of the Agreement.

1.4 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India and state of Gujarat, and the courts at Gandhinagar, Gujarat, India shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to his Agreement shall be in writing and in English language.

1.6 Table of contents and headings

The tables of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall have to be delivered at following address:

- (a) In the case of the Technical Assistance Consultants

- (b) In the case of the PIU, R & BD,
Superintending Engineer
Project Implementation Unit (PIU), R & BD,

Ground Floor, Nirman Bhavan, Sector-10-A, Gandhinagar,
Gujarat, India. 382 010
Tel: +91 79 232 52 986 Fax: +91 79 232 51 915

1.8 Location

The Services shall be performed at the office of the PIU, R & BD in accordance with the provisions of RFP and at such locations as are incidental there to, including the offices of the Technical Assistance Consultants.

1.9 Authority of Member-in-charge

In case the Technical Assistance Consultants consists of a consortium of more than one entity, the Parties agree that the Lead Member shall act on behalf of the Members in exercising all the Technical Assistance Consultants' rights and obligations towards the PIU, R & BD under this Agreement, including without limitation the receiving of instructions and payments from the PIU, R & BD.

1.10 Authorized representatives

1.10.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the PIU, R & BD or the Technical Assistance Consultants, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.

1.10.2 The PIU, R & BD may, from time to time, designate one of its officials as the PIU, R & BD Representative. Unless otherwise notified, the PIU, R & BD Representative shall be:

Superintending Engineer
Project Implementation Unit (PIU), R & BD,
Ground Floor, Nirman Bhavan, Sector-10-A, Gandhinagar,
Gujarat, India. 382 010
Tel: +91 79 232 52 986 Fax: +91 79 232 51 915

1.10.3 The Technical Assistance Consultants shall with prior consent of PIU, R & BD, designate one of its employees as Technical Assistance Consultant's Representative. Unless otherwise notified, the Technical Assistance Consultant's Representative shall be:

Name of Representative
Address:
Tel: -----•
Fax: -----

1.11 Taxes and duties

Unless otherwise specified in the Agreement, the Technical Assistance Consultants shall pay all such taxes, duties, fees and other impositions as may be levied under the

Applicable Laws and the PIU, R & BD shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the "Effective Date").

2.2 Commencement of Services

The Technical Assistance Consultants shall commence the Services within a period of 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

2.3 Termination of Agreement for failure to commence Services

If the Technical Assistance Consultants does not commence the Services within the period specified in Clause 2.2 above, the PIU, R & BD may, by not less than 2 (two) weeks' notice to the Technical Assistance Consultants, declare this Agreement to be null and void.

2.4 Expiration of Agreement

Unless terminated earlier pursuant to Clause 2.9 hereof, this Agreement shall expire when the Services have been completed and a period of 90 (ninety) days has elapsed.

2.5 Entire Agreement

2.5.1 This Agreement constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject here of, and no amendment or modification here to shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Technical Assistance Consultants arising out of the provisions of the RFP shall continue to subsist and shall be deemed as part of this Agreement.

2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

2.6 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

Pursuant to Clause 4.2.3 and 6.1.3 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not Agency to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No breach of Agreement

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

2.7.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4 Extension of time

- (a) The period of assignment shall be initially for thirty six months, which can be extended for further period, mutually agreed by the parties. This contract can be extended if the working of the firm is found satisfactory by PIU, R & BD.
- (b) Any period within which a Party shall, pursuant to this Agreement, 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.

2.7.5 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Technical Assistance Consultants shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.7.6 Consultation

Not later than thirty(30) days after the Technical Assistance Consultants has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension of Agreement

The PIU, R & BD may, by written notice of suspension to the Technical Assistance Consultants, suspend all payments to the Technical Assistance Consultants hereunder if the Technical Assistance Consultants shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Technical Assistance Consultants to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the Technical Assistance Consultants of such notice of suspension.

2.9 Termination of Agreement

2.9.1 By the PIU, R & BD

The PIU, R & BD may, by not less than thirty (30) days' written notice of termination to the Technical Assistance Consultants, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- (a) The Technical Assistance Consultants fails to remedy any breach here of or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within thirty (30) days of receipt of such notice of

suspension or with in such further period as the PIU, R & BD may have subsequently granted in writing;

- (b) the Technical Assistance Consultants becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debtor take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) The Technical Assistance Consultants fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 here of within stipulated period or 45 days whichever is lower.
- (d) The Technical Assistance Consultants submits to the PIU, R & BD a statement which has a material effect on the rights, obligations or interests of the PIU, R & BD and which the Technical Assistance Consultants knows to be false;
- (e) Any document, information, data or statement submitted by the Technical Assistance Consultants in its Proposals, based on which the Technical Assistance Consultants was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) as the result of Force Majeure, the Technical Assistance Consultants is unable to perform material portion of the Services for a period of not less than sixty (60) days; or
- (g) The PIU, R & BD , in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2 by the Technical Assistance Consultants

The Technical Assistance Consultants may, by not less than thirty(30) days' written notice to the PIU, R & BD , such notice to be given after the occurrence of any of the events specified in this Clause

2.9.2, terminate this Agreement if:

- (a) the PIU, R & BD fails to pay any money due to the Technical Assistance Consultants pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within forty-five (45) days after receiving written notice from the Technical Assistance Consultants that such payment is overdue;
- (b) the PIU, R & BD is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45)days (or such longer period as the Technical Assistance Consultants may have subsequently granted in writing) following the receipt by the PIU, R & BD of the Technical Assistance Consultant's notice specifying such breach;
- (c) as the result of Force Majeure, the Technical Assistance Consultants is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

2.9.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 hereof, (iii) the Technical Assistance Consultant's obligation to permit

inspection, copying and auditing of its accounts and records set forth in Clause 3.6 (b) hereof, and the Applicable Law.

2.9.4 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Technical Assistance Consultants shall, immediately upon dispatch or receipt on such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Technical Assistance Consultants and equipment and materials furnished by the PIU, R & BD, the Technical Assistance Consultants shall proceed as provide respectively by Clauses 3.9 or 3.10 hereof.

2.9.5 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the PIU, R & BD shall make the following payments to the Technical Assistance Consultants (after offsetting against these payments any amount that may be due from the Technical Assistance Consultants to the PIU, R & BD

- (i) Remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;
- (ii) Reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and
- (iii) Except in the case of termination pursuant to sub-clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Technical Assistance Consultants' personnel.

3. OBLIGATIONS OF THE TECHNICAL ASSISTANCE CONSULTANTS

3.1 General

3.1.1 Standards of Performance

The Technical Assistance Consultants shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Technical Assistance Consultants shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the PIU, R & BD, and shall at all times support and safeguard the PIU, R & BD's legitimate interests in any dealings with Third Parties.

3.1.2 Terms of Reference

The scopes of Services to be performed by the Technical Assistance Consultants are specified in the Terms of Reference (the "TOR") of this Agreement. The Technical Assistance Consultants shall provide the deliverables specified therein in conformity with the time schedule to be stated by PIU, R & BD.

3.1.3 Applicable Laws

The Technical Assistance Consultants shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Personnel and agents of the Technical Assistance Consultants comply with the Applicable Laws.

3.2 Conflict of Interest

3.2.1 The Technical Assistance Consultants shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.2 The Technical Assistance Consultants and Affiliates not to be otherwise interested in the PIU, R & BD The Technical Assistance Consultants agrees that, during the term of this Agreement and after its termination, the Technical Assistance Consultants and any entity affiliated with the Technical Assistance Consultants shall be disqualified from any PIU, R & BD if found to be benefitting which is resulting from or closely related to the Services. Any breach of this obligation shall amount to a Conflict of Interest. For the avoidance of doubt, Affiliated entity means any entity affiliated with the Technical Assistance Consultants, a partner in the Technical Assistance Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Technical Assistance Consultants, as the case may be, and any Associate thereof.

3.2.3 Prohibition of conflicting activities

Neither the Technical Assistance Consultants, nor the partners of JV nor its Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) During the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) After the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) At any time, such other activities as have been specified in the RFP as Conflict of Interest.
- (d) Providing goods, services, loans or equity to PIU, R & BD 's / Contractor / Agency or any of its affiliates directly or indirectly

3.2.4 The Technical Assistance Consultants and its personnel not to benefit from commissions, discounts, etc.

The remuneration of the Technical Assistance Consultants & its personnel pursuant to Clause 6 hereof shall constitute the Technical Assistance Consultant's sole remuneration in connection with this Agreement or the Services and the Technical Assistance Consultants shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Technical Assistance Consultants shall use its best efforts to ensure that the Personnel and agents of the Technical Assistance Consultants shall not receive any such additional remuneration.

- 3.2.5 The Technical Assistance Consultants and its Personnel shall observe the highest standards of ethics and have not engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices"). Notwithstanding anything to the contrary contained in this Agreement, the PIU, R & BD shall be entitled to terminate this Agreement forthwith by a communication in writing to the Technical Assistance Consultants, without being liable in any manner whatsoever to the Technical Assistance Consultants, if it determines that the Technical Assistance Consultants has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the PIU, R & BD shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the PIU, R & BD towards, inter alia, time, cost and effort of the PIU, R & BD, without prejudice to the PIU, R & BD's any other rights or remedy hereunder or in law.
- 3.2.6 Without prejudice to the rights of the PIU, R & BD under Clause 3.2.5 above and the other rights and Remedies which the PIU, R & BD may have under this Agreement, if the Technical Assistance Consultants is found by the PIU, R & BD to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Technical Assistance Consultants shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Technical Assistance Consultants is found by the PIU, R & BD to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.
- 3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning herein after respectively assigned to them:
- (a) "corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the PIU, R & BD who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the PIU, R & BD, shall be deemed to constitute influencing the actions of a person connected with the

Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the PIU, R & BD or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the PIU, R & BD in relation to any matter concerning the PIU, R & BD ;

- (b) “Fraudulent practice” means a misrepresentation or omission off acts or suppression off acts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the PIU, R & BD under this Agreement;
- (d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the PIU, R & BD with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii)having a Conflict of Interest; and
- (e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.2.8 Deleted.

3.3 Confidentiality

The Technical Assistance Consultants and his Personnel shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by or collected from the PIU, R & BD to the Technical Assistance Consultants and his Personnel; any information provided by or relating to the PIU, R & BD ,its technology, technical processes, business affairs or finances or any information relating to the PIU, R & BD 's employees, officers or other professionals or suppliers, customers, or contractors of the PIU, R & BD ;and any other information which the Technical Assistance Consultants is under an obligation to keep confidential in relation to the PIU, R & BD ,the Services or this Agreement ("Confidential Information"), without the prior written consent of the PIU, R & BD . Notwithstanding the aforesaid, the Technical Assistance Consultants and his Personnel may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Technical Assistance Consultants and his Personnel become a part of the public knowledge from a source other than the Technical Assistance Consultants and his Personnel;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Law or judicial or administrative or arbitral process or by any Governmental Instrumentalities, provided that for any such disclosure, the Technical Assistance Consultants and his Personnel shall give the PIU, R & BD ,prompt

written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment;

- (iv) is provided to the professional advisers, agents, auditors or representatives of the Technical Assistance Consultants or his Personnel as is reasonable under the circumstances; provided, however, that the Technical Assistance Consultants or his Personnel, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4 Liability of the Technical Assistance Consultants

3.4.1 The Technical Assistance Consultants' liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

3.4.2 Technical Assistance Consultant's liability towards the PIU, R & BD

The Technical Assistance Consultants shall, subject to the limitation specified in Clause 3.4.3, be liable to the PIU, R & BD for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.4.3 The Parties here to agrees that in case of negligence or willful misconduct on the part of the Technical Assistance Consultants or the persons acting on behalf of the Technical Assistance Consultants in carrying out the Services, the Technical Assistance Consultants, with respect to damage caused to the PIU, R & BD 's property, shall not be liable to the PIU, R & BD :

- (i) For any indirect or consequential loss or damage; and
- (ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Technical Assistance Consultants may be entitled to receive from any insurance maintained by the Technical Assistance Consultants to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher. This limitation of liability shall not affect the Technical Assistance Consultants' liability, if any, for damage to Third Parties caused by the Technical Assistance Consultants or any person or firm acting on behalf of the Technical Assistance Consultants in carrying out the Services.

3.5 Insurance to be taken out by the Technical Assistance Consultants

3.5.1

- (a) The Technical Assistance Consultants shall take out and maintain, at his own cost but on terms and conditions approved by the PIU, R & BD , insurance against the risks, and for the coverage, as shall be specified in the Agreement and in accordance with good industry practice.
- (b) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Technical Assistance Consultants shall furnish to the PIU, R & BD , copies of such policy

certificates, copies of the insurance policies shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.

- (c) If the Technical Assistance Consultants fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the PIU, R & BD shall, a part from having other re course available under this Agreement, have the option, without prejudice to the obligations of the Technical Assistance Consultants, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premium and recover the costs thereof from the Technical Assistance Consultants, and the Technical Assistance Consultants shall be liable to pay such amounts on demand by the PIU, R & BD .
- (d) Except in case of Third Party liabilities, the insurance policies so procured shall mention the PIU, R & BD as the beneficiary of the Technical Assistance Consultants and the Technical Assistance Consultants shall procure an undertaking from the insurance company to this effect; provided that in the event the Technical Assistance Consultants has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the PIU, R & BD as the sole beneficiary of the Technical Assistance Consultants or require an undertaking to that effect.

3.6 Accounting, inspection and auditing

The Technical Assistance Consultants shall:

- (a) keep accurate and systematic accounts and records in respect of the Services here under, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Technical Assistance Consultants' costs and charges);and
- (b) Permit the PIU, R & BD or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the PIU, R & BD .

3.7 Technical Assistance Consultant's actions requiring the PIU, R & BD 's prior approval

The Technical Assistance Consultants shall obtain the PIU, R & BD 's prior approval in writing before taking any of the following actions:

- (a) Appointing such members of the Professional Personnel as are not listed in Agreement.
- (b) Deleted
- (c) Any other action that may be specified in this Agreement.

3.8 Reporting obligations

The Technical Assistance Consultants shall submit to the PIU, R & BD the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

3.9 Documents prepared by the Technical Assistance Consultants to be property of the PIU, R & BD

3.9.1 All plans, drawings, specifications, designs, reports and other documents prepared / reviewed by the Technical Assistance Consultants in performing the Services shall become and remain the property of the PIU, R & BD, and the Technical Assistance Consultants shall, not later than termination or expiration of this Agreement, deliver all such documents to the PIU, R & BD, together with a detailed inventory thereof. The Technical Assistance Consultants may retain a copy of such documents. Restrictions about the future use of these documents shall be as specified in the Agreement.

3.9.2 The Technical Assistance Consultants shall not use these documents for purposes unrelated to this Agreement without the prior written approval of the PIU, R & BD.

3.10 Equipment and materials furnished by the PIU, R & BD Equipment and materials made available to the Technical Assistance Consultants by the PIU, R & BD shall be the property of the PIU, R & BD and shall be marked accordingly. Upon termination or expiration of this Agreement, the Technical Assistance Consultants shall furnish forthwith to the PIU, R & BD ,an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the PIU, R & BD .While in possession of such equipment and materials, the Technical Assistance Consultants shall, unless otherwise instructed by the PIU, R & BD in writing, insure them in an amount equal to their full replacement value.

3.11 Providing access to PIU, R & BD Office and Personnel

The Technical Assistance Consultants shall ensure that the PIU, R & BD and officials of the PIU, R & BD are provided unrestricted access to the PIU, R & BD Office and to all Personnel during office hours. The PIU, R & BD 's any such official shall have the right to inspect the Services in progress, interact with Personnel of the Technical Assistance Consultants and verify the records for his satisfaction.

3.12. Accuracy of Documents

The Technical Assistance Consultants shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of the services. Subject to the provisions of Clause 3.4, it shall indemnify the PIU, R & BD against any inaccuracy in its work which might surface during due diligence on part of the Technical Assistance Consultants or arises out of its failure to conform to good industry practice. The Technical Assistance Consultants shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.

4 TECHNICAL ASSISTANCE CONSULTANTS'S PERSONNEL

4.1 General

The Technical Assistance Consultants shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

4.2 Deployment of Personnel

4.2.1 The designations and the estimated periods of engagement in carrying out the Services by each of the Technical Assistance Consultant's Personnel are described in RFP of this Agreement. The estimate of man-months rates are specified in RFP of this Agreement.

4.2.2 Adjustments with respect to the estimated periods of engagement of Personnel set forth may be made by the Technical Assistance Consultants by written approval from PIU, R & BD .

4.2.3 If additional work is required beyond the scope of the Services specified in the Terms of Reference, the estimated periods of engagement of Personnel, set forth in the Agreement may be increased by agreement in writing between the PIU, R & BD and the Technical Assistance Consultants.

4.3 Approval of Personnel

4.3.1 The Professional Personnel listed in the Terms of Reference (TOR) are hereby approved by the PIU, R & BD. No other Professional Personnel shall be engaged without prior approval of the PIU, R & BD.

4.3.2 If the Technical Assistance Consultants here after proposes to engage any person as Professional Personnel, it shall submit to the PIU, R & BD its proposal along with a CV of such person. The PIU, R & BD may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Technical Assistance Consultants may propose an alternative person for the PIU, R & BD's consideration. In the event the PIU, R & BD does not reject a proposal within fourteen (14) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the PIU, R & BD .

4.4 Substitution of Key Personnel

The PIU, R & BD expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The PIU, R & BD will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Technical Assistance Consultants and the concerned Key Personnel. Such substitution shall be allowed, subject to equal or better qualified and experienced personnel being provided to the satisfaction of PIU, R & BD .

4.5 Working hours, overtime, leave, etc.

The Personnel shall not be entitled to be paid for over time nor to take paid sick leave or vacation leave except as specified in the Agreement, and the Technical Assistance Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is excluded from the man months of service set forth in TOR. Any taking of leave by any Personnel for a period exceeding 7 days shall be subject to the prior approval of the PIU, R & BD, and the Technical Assistance Consultants shall ensure that any absence on leave will not delay the progress and quality of the Services. Working hours of the Technical Assistance Consultant's staff shall be flexible and shall generally match with the work requirement at office / *site*. In no case these working hours should be a hurdle in day to day office activities / execution of work including Sundays and public holidays, night shifts hours other than working hours of IE.

5. OBLIGATIONS OF THE PIU, R & BD

5.1 Unless otherwise specified in the Agreement, the PIU, R & BD shall make best efforts to ensure that the PIU, R & BD shall:

- (a) provide the Technical Assistance Consultants and his Personnel with office space to work, computer etc. and such other documents as may be necessary to enable the Technical Assistance Consultants or his Personnel to perform the Services;
- (b) Issue to officials, agents and representatives of the PIU, R & BD all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2 Access to land and property

The PIU, R & BD warrants that the Technical Assistance Consultants shall have, free of charge, unimpeded access to the office of the PIU, R & BD in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Technical Assistance Consultants as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services, and (ii) the additional payments, if any, to be made to the Technical Assistance Consultants as a result thereof pursuant to Clause 6.1.3.

5.3 Payment

In consideration of the Services performed by the Technical Assistance Consultants under this Agreement, the PIU, R & BD shall make to the Technical Assistance Consultants such payments and in such manner as is provided in Clause 6 of this Agreement.

6. PAYMENT TO THE TECHNICAL ASSISTANCE CONSULTANTS

6.1 Cost estimates and Agreement Value.

6.1.1 An abstract of the cost of the Services payable to the Technical Assistance Consultants is set forth in TOR.

6.1.2 Except as may be otherwise agreed under Clause 2.6. The Parties agree that the Agreement Value is Rs. lac). (“Agreement Value”).

6.2 Remuneration and Reimbursable Expenses

- (a) The PIU, R & BD shall pay to the Technical Assistance Consultants remuneration as set forth in Clause 6.2(b).
- (b) The PIU, R & BD shall pay within sixty (60) days after the receipt of Technical Assistance Consultants Statement with supporting documents ("Due Dates"). Only such portion of a statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Technical Assistance Consultants, the PIU, R & BD may add or subtract the difference from any subsequent payments.
- (c) Payments for periods of less than one month shall be calculated on an hourly basis for actual time spent in the PIU, R & BD’s office and directly attributable to the Services (one hour being equivalent to 1/200 of a month).

6.3 Currency of payment

All payments shall be made in Indian Rupees.

6.4 Mode of billing and payment

Billing and payments in respect of the Services shall be made as follows:

- (a) Technical Logistic Support and services of personals.
 - 1) The approximate quantity of the each activity is tentative and it is not obligatory on part of PIU, R & BD to adhere to it. The approximate quantity may increase or decrease by any extent, the consultant is bound to accept the increased/decreased quantity of the activities
 - 2) This contract can be extended if the working of the firm is found satisfactory by PIU, R & BD
 - 3) The selected firms shall be paid on completion of each activity offered under this type of section as per terms and conditions of contract
 - 4) a) Cost of site visits for these activities shall be borne by the consultants and PIU, R & BD shall not reimburse any such cost including cost of vehicles for site visit, TA/DA for the site visits etc. shall be paid as per Class-I officer of Government of Gujarat with Pay scale of Rs.15600-39100 and Grade Pay of Rs. 6600 to the Financial Controller and Class-II officer of Government of Gujarat with Pay scale of Rs.9300-34800 and Grade Pay of Rs. 4200 to Environmental and R & R Specialist, if situation demands night halts accommodation in Government rest houses shall be arranged, if possible.
- (b) Technical Assistance Consultants shall submit to the PIU, R & BD, in duplicate, itemized statements, accompanied by copies of invoices, approved timesheets, vouchers

and other appropriate supporting materials, of the amounts payable pursuant to Clauses 6.1 and 6.2 for such month.

- (c) The PIU, R & BD shall pay the Technical Assistance Consultants within sixty (60) days after the receipt by the PIU, R & BD of such statements with supporting documents. Only such portion of a statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Technical Assistance Consultants, the PIU, R & BD may add or subtract the difference from any subsequent payments.
- (d) Any amount, which the PIU, R & BD has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Technical Assistance Consultants to the PIU, R & BD within thirty (30) days after receipt by the Technical Assistance Consultants of notice thereof. Any such claim by the PIU, R & BD for reimbursement must be made within 30 days.
- (e) All payments under this Agreement shall be made to the account of the Technical Assistance Consultants as may be notified to the PIU, R & BD by the Technical Assistance Consultants.

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith

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

7.2 Operation of the Agreement

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them.

SIGNED, SEALED AND DELIVERED

For and on behalf of

Technical Assistance Consultant

(Signature)

(Name)

(Designation)

(Fax No.)

In the presence of:

1.

SIGNED, SEALED AND DELIVERED

for and on behalf of

Project Implementation Unit

(Signature) D.K.Solanki

(Superintending Engineer)

Project Implementation Unit

Nirman Bhavan, Sector 10-A,
Gandhinagar

(Fax No.)07923251915

2.