

Gujarat Petroleum, Chemicals and Petrochemicals Special Investment Regional Development Authority

Request for Proposal for Selection of Consultant for preparation of Revised Development Plan of GPCPSIRDA

Corrigendum - 1

Sr. No	Reference of RFP Document	Original Clause as per RFP Document	Should be read as
1	Important Dates, Sr. No. 4, Pg. No 3 and clause no. 1.5, pg. no. 8	The last date for submission of the proposal is 18/01/2022 18:00 hrs	The last date for submission of the proposal is 31/01/2022 18:00 hrs
2	Important Dates, Sr. No. 5 & 6, Pg. No 3	Bid opening date & Technical Bid opening date is 20/01/2022	Bid opening date & Technical Bid opening date is 03/02/2022
3	Clause No. 1.8 (i) & (iii), Pg. No 8	No bank guarantee will be accepted in lieu of the earnest money deposit.	Bank guarantee will be accepted for the amount not more than Rs. 50,000/- (Fifty Thousand) out of the total amount of Rs. 1,00,000/- (One lakh) for the minimum period of 120 days. Annexure - H format of Bank guarantee.
4	Clause No. 4, Evaluation Criteria, Pg. No. 17	Transport Planner more than 7 years of experience	Transport Planner/ Transportation Engineer more than 7 years of experience
5	Clause no. 5.3 Liquidated Damage Pg. no. 21	The consultant shall have to submit the deliverables as per timeline specified in the RFP. In case of non-compliance, the Authority shall deduct 1% of the total contract value per week as Liquidated Damages (LD) for each week of delay beyond the Remedy Period. The LD shall be considered up to the previous	The consultant shall have to submit the deliverables as per timeline specified in the RFP. In case of non-compliance, the Authority shall deduct 0.5% of the total contract value per week as Liquidated Damages (LD) for each week of delay beyond the Remedy Period. The LD shall be considered up to the previous

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		<p>week. For avoidance of doubt if the consultant submit the delayed deliverable in the middle of the week he shall be liable to pay LD for only up to the end of the previous week and not for any part of the week in which the Deliverable has been delivered.</p> <p>The total value of such Liquidated Damage shall not exceed 15% of contract Value. For this purpose, the Contract Value shall be counted exclusive of any payments that may be made for service Tax.</p>	<p>week. For avoidance of doubt if the consultant submit the delayed deliverable in the middle of the week he shall be liable to pay LD for only up to the end of the previous week and not for any part of the week in which the Deliverable has been delivered.</p> <p>The total value of such Liquidated Damage shall not exceed 10% of contract Value. For this purpose, the Contract Value shall be counted exclusive of any payments that may be made for service Tax.</p> <p>In case of delay in submission of any deliverables, the consultant shall be given additional time commensurate with the nature of delay and the reason thereof. This additional time shall be called Remedy Period and shall be approved by the Authority in written on the request sent to the Authority by the Consultant in writing. The Authority may or may not approve such Remedy Period. The time of Remedy Period shall also be as approved by the Authority.</p>
6	Clause 5.4 Pg. no. 21	The consultancy fees, as mentioned in the Financial Proposal or as finalized in the Agreement subsequent to negotiations, should include all taxes applicable as on the date of submission of the proposal except Service	The consultancy fees, as mentioned in the Financial Proposal or as finalized in the Agreement subsequent to negotiations, should include all taxes applicable as on the date of submission of the proposal except

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		Tax/GST. Any deviation due to change in the rate of Services Taxes would be adjusted at actual. The Authority shall be entitled to deduct tax at source.	Service Tax/GST. Any deviation due to change in the rate of Taxes would be adjusted at actual. The Authority shall be entitled to deduct tax at source.
7	Clause No. 5.11 pg. no. 23	In the event of a dispute or difference of any nature whatsoever between the Consultant and the Authority during the course of the Works, the same shall be referred to VC & MD, GIDC as member of GPCPSIRDA. In case of disputes not being resolved by this Committee, the dispute shall be resolved through a process of arbitration held in accordance with the provisions of Arbitration and Conciliation Act, 1996. The venue of such Arbitration shall be Ahmedabad/Gandhinagar and its language shall be English.	In the event of a dispute or difference of any nature whatsoever between the Consultant and the Authority during the course of the Works, the same shall be referred to VC & MD, GIDC as member of GPCPSIRDA. In case of disputes not being resolved, the dispute shall be resolved through a process of arbitration held in accordance with the provisions of Arbitration and Conciliation Act, 1996. The venue of such Arbitration shall be Ahmedabad/Gandhinagar and its language shall be English.
8	Clause No. 5.15, Pg. No 24	Either Party be prevented from performing any of its responsibilities by reason caused by an Act of God or any cause beyond its reasonable control including but not limited to work stoppages, fires, riots, terrorist strikes, accidents, explosions, floods, cyclones, storms wars, revolutions, acts of public enemies, blockages, embargos any laws, orders, proclamations, ordinances, demands or requirements for any government or authority or representative of any such government including restrictive trade practices or regulations strike, shutdowns, labour disputes	Either Party be prevented from performing any of its responsibilities by reason caused by an Act of God or any cause beyond its reasonable control including but not limited to work stoppages, fires, riots, terrorist strikes, pandemic , accidents, explosions, floods, cyclones, storms wars, revolutions, acts of public enemies, blockages, embargos any laws, orders, proclamations, ordinances, demands or requirements for any government or authority or representative of any such government including restrictive trade practices or regulations strike, shutdowns,

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		<p>which are not instigated for the purpose of avoiding obligations herein failures and/or fluctuations in electric power, light, telecommunications or air-conditioning equipment the time for performance shall be extended until the operation or such cause has ceased, provided the party affected gives prompt notice to the other of any such factors or inability to perform, resumes performances as soon as such factors disappear or are circumvented. Under this clause, if either party is excused performance of any obligation for a continuous period of 30 days, then the other party may at any time thereafter while such performance continues to be excused, terminate the Contract without liability, by notice in writing to the other.</p> <p>However, the aforementioned reasons do not include lack of personnel and non-performance of third parties hired.</p> <p>The Consultant shall not be entitled to any termination payment from the Authority in case of force majeure, including termination of contract due to force majeure. Authority shall pay the consultant all payments due as of the termination date as stated in the notice, including those for the proportion of work</p>	<p>labour disputes which are not instigated for the purpose of avoiding obligations herein failures and/or fluctuations in electric power, light, telecommunications or air-conditioning equipment the time for performance shall be extended until the operation or such cause has ceased, provided the party affected gives prompt notice to the other of any such factors or inability to perform, resumes performances as soon as such factors disappear or are circumvented. Under this clause, if either party is excused performance of any obligation for a continuous period of 30 days, then the other party may at any time thereafter while such performance continues to be excused, terminate the Contract without liability, by notice in writing to the other.</p> <p>However, the aforementioned reasons do not include lack of personnel and non-performance of third parties hired.</p> <p>The Consultant shall not be entitled to any termination payment from the Authority in case of force majeure, including termination of contract due to force majeure. Authority shall pay the consultant all payments due as of the termination date as stated in the notice, including those for the proportion of work</p>

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		completed fully in the on-going stage, until termination. The payment shall not be released by the Authority until any due from Consultant under this contract is remained unpaid.	completed fully in the on-going stage, until termination. The payment shall not be released by the Authority until any due from Consultant under this contract is remained unpaid.
9	Form 4,Pg. no. 36	Please provide a copy of work completion certificate from the client or a copy of work order from the client. The submitted testimonial must contain detail description of work (Scope of work and TOR) carried out by the consultant. Only those studies would be considered for the evaluation for which the documentary proof, i.e. client certificate or work order, have been provided.	Please provide a copy of work completion certificate from the client or a copy of work order / LOA from the client. The submitted testimonial must contain detail description of work (Scope of work and TOR) carried out by the consultant. Only those studies would be considered for the evaluation for which the documentary proof, i.e. client certificate or work order, have been provided. In case of submission of work order / LOA, work should be completed upto the stage of submission to Government for approval and interim certificate of the client shall be submitted which would be considered for evaluation.
10	Annexure –G Scope of Work Pg. no. 50	Satellite image for the entire region in as scale of 1:5000	Note : Cost of the Satellite image shall be borne by the Authority. Consultant shall assist and facilitate the Authority in procurement for the same Note shall be added on pg no. 51 after <ul style="list-style-type: none"> • Update & additional information not available during the preparation of Development Plan; and etc which is relevant to prepare /update/Revised the base map / Development Plan.
11			Annexure – I Draft Contract between Client

Sr. No	Reference of RFP Document	Original Clause as per RFP Document	Should be read as
			and Consultant

Annexure H: Format Bank Guarantee for EMD

This Deed of Guarantee is made on this _____ day of _____, 2022 at _____ by _____ a Bank and having its Head Office/Registered Office at _____ and a Branch Office at _____, (hereinafter referred to as “the Bank” or “the Guarantor”, which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assigns) in favor of Gujarat Petroleum, Chemical and Petrochemical Special Investment Regional Development Authority (GPCPSIRDA) having Office at Gandhinagar (hereinafter referred to as “Authority” which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assigns).

WHEREAS, the Authority undertook the process of competitive bidding in order to select the most desirable firm/company for Preparation of Revised Development Plan for GPCPSIRDA for which purpose Authority issued RFP document inviting Bids from the Bidders;

WHEREAS, [name of Proposer] (hereinafter called “the Proposer”) has submitted his Proposal dated [date] for the execution of the Works (hereinafter called “the Proposal”). In the event of any breach or non-performance of the following terms and conditions contained in the RFP document:

- (1) If the Proposer withdraws or modifies his Proposal during the period of Proposal validity specified in the RFP; or
- (2) If the Proposer refuses to accept the correction of errors in his Proposal; or
- (3) If the Proposer submits a conditional Proposal which would affect unfairly the competitive provision of other Bidders who submitted substantially responsive Bids and/or is not accepted by GPCPSIRDA.
- (4) If the Proposer, having been notified of the acceptance of his Proposal by the GPCPSIRDA during the period of Proposal validity and the Proposer fails or refuses to execute the Agreement in accordance with the RFP documents. The Guarantor agrees absolutely, irrevocably and unconditionally guarantees and undertakes to pay to authority a sum of Indian Rupees

.....without any protest or demur and upon receipt of first written demand from Authority, without having to substantiate his demand, provided that in his demand Authority will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions, specifying the occurred condition or conditions. This Guarantee will remain in force up to and including the date 30 days after the date of expiration of the Proposal Validity or as it may be extended by the Proposer on a written request by the Authority, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date. The jurisdiction in relation to this Guarantee shall be the Courts at Gandhinagar/Ahmedabad and Indian Law shall be applicable. The claim in respect of this Bank Guarantee shall be admissible at any of our Branches.

IN WITNESS WHERE OF the Guarantor has executed this Guarantee on this _____ day of _____ and year first herein above written.

Signed and delivered by the above named _____ Bank by its Authorized Signatory as authorized by

Board Resolution passed on _____/

Power of Attorney dated [.....] _____

Authorized Signatory

Name:

Designation:

In the presence of:

- 1.
- 2.

Annexure – I

Contract

For

Preparation of Revised Development Plan of GPCPSIRDA

For

**Gujarat Petroleum, Chemicals & Petrochemicals
Special Investment Regional Development Authority**

Between

**Gujarat Petroleum, Chemicals & Petrochemicals
Special Investment Regional Development Authority**

&

Contract: GPCPSIRDA/RDP/ -----

DRAFT

(Contract to be typed on 300 Rs. Stamp Paper)

CONTRACT FOR CONSULTING SERVICES

This CONTRACT (hereinafter, together with the Appendix A - attached hereto called the Contract) is made on the (Date) (month), 2022, between Gujarat Petroleum, Chemicals & Petrochemicals Special Investment Regional Development authority (GPCPSIRDA), Gandhinagar (hereinafter called the Client) on the one part and Development Plan Consultant (DPC) on the other part, in association with M/s. -----, ----- in joint venture with M/s. -----, ----- (hereinafter called the Consultant), Notwithstanding such association, the Consultant shall be represented hereunder at all times by M/s. -----, ----- & Consortium will retain

full and undivided responsibility for the performance of obligations hereunder and for the satisfactory completion of the Consultant's Services to be performed hereunder.

WHEREAS

- (A) The Client has requested the Consultant to provide consulting services (hereinafter called the Services) necessary for the effective implementation of the parts of the Project as defined in this contract;

- (B) The Consultant has agreed to provide the Services on Terms of Reference and the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

ARTICLE I

1 Services

1.1 The Services

The Consultant shall perform and provide the Services under this Contract in accordance with the Terms of Reference set forth in Appendix A hereto. The consultant will also be required to take into consideration all the suggestion made by the GPCPSIRDA during each stage of the project. The consultant will be required to address and incorporate all such suggestions / queries as long as there is no major deviation from the Scope of Work and detail TOR.

Any modifications in the boundary of the Authority Area are required due to reasons attributable to consultants or if any additional work relevant to the Development Plan (which is within the scope of the work) is required to be carried out (as agreed in the terms of reference and acceptable to the approving authorities shall be carried out without any additional compensation / cost).

1.2 Commencement date

The Consultant will commence the Services as soon as possible but not later than FIFTEEN days after the Client has given, to the Consultant, the work order.

1.3 Additional Work

If, in the opinion of the Client, it is necessary to carry out any work outside of the Terms of Reference for the purposes of the Project in addition to the Services,

such additional work may be carried out with the prior concurrence of the Client. The Consultant, with the prior authorization of the Client, shall carry out such additional work and charge for the Personnel required on the same basis as for the Services.

In case there is any dispute about determining whether any work proposed is within or outside the scope of proposed TOR, the decision of client shall be final and shall be binding on the Consultant.

ARTICLE II

2 Personnel

2.1 Personnel

- a) The Services shall be carried out by the Personnel specified in Appendix B hereof (hereinafter called the Personnel) for the respective periods of time indicated therein. The Consultant may, with the prior approval of the Client, make minor adjustments in such periods as may be appropriate to ensure the efficient performance of the Services, provided that such adjustments will not cause payments made under the Contract to exceed the total cost estimates referred to in Section 3.1 of Article III.

- b) Except as the Client may otherwise agree, no changes shall be made in the Personnel. If for any reason beyond the reasonable control of the Consultant it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and required qualifications.

- c) If, any time during the study, it is found that the person, as mentioned in Appendix – B, not performing the task which they were to perform, instead some other persons are performing or if the consultant replaces any person without knowledge of the client, in such case the client may accept such a person is found of equal or more caliber. However, such a replacement would not be binding on the client and the client reserves the

right to cancel the contract with a prior notice and after providing an opportunity of being heard to the consultant.

- d) In the event that any person specified in Appendix B is found by the Client to be incompetent in discharging his assigned duties, the Client may request the Consultant to forthwith provide as a replacement a person with qualifications and required experience acceptable to the Client. The decision of the client in this regard shall be final and binding on the consultant.
- e) Any person provided as a replacement under Sections 2.1(b) or (c) of Article II, the rate of remuneration applicable to him, and any out-of-pocket expenses incurred by reason of such replacement for which the Consultant may seek reimbursement shall be subject to the prior approval of the Client. Except as the Client may otherwise agree the Consultant shall bear all additional travel and other expenses arising out of or incidental to any replacement. The remuneration to be paid for such person shall not exceed the total remuneration which would have been payable to the person replaced.
- f) The Client may require changes in Personnel in accordance with the Project needs. The fee for changes will follow the terms and conditions specified under this Contract.

2.2 Team Leader

The Consultant shall ensure that at all times, during the field work, a resident Team Leader, acceptable to the Client, shall take charge of the operations of the Personnel in the field. The Team Leader shall be responsible for liaison in the field between the Consultant and the Client. The consultant has to be in contact with the head office and site for daily coordination of the project with the client.

ARTICLE III

3 Payments to the Consultant

3.1 Cost Estimates: Ceiling Amount

- a) An estimate of the cost of the Services payable in Indian Rupee is set forth in Appendix C.

- b) Except as may otherwise be agreed under Section 6.6 and subject to Section 3.1(c) and notwithstanding any other provision of the Contract, total payments under this Contract shall not exceed **Rs. (Rs. In word only) for preparation of Revised Development Plan of GPCPSIRDA.** The total area of the Authority is 453 Sq.km as specified in the TOR, the total payment of the contract shall be as per the rates mentioned above including all Taxes as applicable.

- c) The amount prescribed in Section 3.1(b) Article III has been fixed on the understanding that the Client will make available free of charge to the Consultant the assistance, services and facilities provided for in Article IV as required for the purposes of the Services. If any of such assistance, services and facilities are not supplied, the parties shall consult regarding what additional allowance, if any, should be made to the Consultant as a result thereof to cover necessary additional expenditures not envisaged in the cost estimates in Appendix C.

3.2 Currency of Payment

Except as otherwise agreed between the Client and the Consultant, the payment in respect of all local currency expenditures incurred by the Consultant under Section 3.3 of Article will be made in Indian Rupees.

3.3 Payments to Consultant

- a) The Client shall pay or reimburse to the Consultant in respect of the Services, but subject to the ceiling amount specified in Section 3.1(b).

- b) Payment to the consultants shall be made against the deliverables at various stages of the project as per Terms of Reference – Scope of Work; (Appendix A).
- c) Consultant will have to bear the costs of procurement of records unless otherwise specified in the RFP.

3.4 Mode of Billing and Payment

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

- a) Within 15 days after signing of the agreement, the Client shall cause to be paid to the Consultant advance payment at 20 Percent of the Contract Value on submission of invoice by the Consultant.
- b) As soon as practicable and not later than fifteen days after the end of each stage of work during the period of Services, the Consultant shall submit to the Client, in duplicate invoices with relevant details and other appropriate supporting materials, of the amounts payable pursuant to Section 3.3 of Article III or each stage.
- c) The Client shall cause the payment of the Consultant's statements within 30 days after the receipt by the Client of such statement with supporting documents. Only such portion of the statement that is not satisfactorily supported may be withheld from payment. If any discrepancy be found to exist at any time between actual payment and costs authorized to be incurred by the Consultant, the Client may at any time, add or subtract the difference from any subsequent payments.
- d) Payments in respect of any costs, which would exceed the estimates, set forth in Appendix C may be chargeable to the contingency amounts provided for in the respective estimates only if such costs are approved by the Client prior to being incurred.
- e) Final payments under this Section shall be made only after sanction of Revised Development Plan by Apex Authority/ GIDB under the provisions of the GSIR Act, 2009 , GTP & UD Act, 1976 and GTP & UD Rules, 1979 after incorporation of the comments of the Apex Authority/GIDB, shall have

been submitted by the Consultant and approved as satisfactory by the Client. Any amount which the Client has paid or caused to be paid in accordance with this Section in excess of the costs actually incurred shall be reimbursed by the Consultant to the Client within 30 days after receipt by the Consultant of notice thereof.

ARTICLE IV

4 Undertaking of the Client

4.1 Freedom from Taxation and Duties

The consultancy fees, as mentioned in the subsection (b) of Section 3.3 of Article III and Appendix C, should include all taxes applicable as on the date of execution of this contract. Any deviation due to change in the rate of Taxes would be adjusted at actual. The Authority shall be entitled to deduct tax at source.

The client warrants that the Client shall bear the cost of any taxes, fees and other impositions imposed under the laws and regulations in effect in India on the Consultant and the Personnel for the purpose of carrying out the Services.

4.2 Access to Land

The Client warrants that the Consultant shall have, free of charge, unimpeded access to all land, within the boundary of the authority, in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such land or any property thereon resulting from such access (unless such damage is caused by the willful default or negligence of the Consultant or the Personnel) and will indemnify the Consultant and each of the Personnel in respect of liability for any such damage.

4.3 Services, Facilities and Equipment

The Client shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and information described in Appendix D only.

ARTICLE V

5 Undertaking of the Consultant

5.1 General standard of performance by the Consultant

- a) The Consultant shall carry out the Services with due diligence and efficiency and shall exercise such skill and care in the performance of the Services as is consistent with recognized professional standards.

- b) The Client shall have the right to direct the Consultant to review any part of the Services which, it finds, is not consistent with recognized professional standards and the Consultant shall undertake such review and modifications at its own cost.

- c) The Consultant shall act at all times so as to protect the interests of the Client and will take all reasonable steps to keep all expenses to a minimum, consistent with sound practices.

5.2 Performance Security

The Consultant shall deliver to the Client, within 15 days of from the date of agreement, an initial Performance Security in the form of Bank Guarantee for an amount equivalent to 2% of the contract value. Bank Guarantee for Performance Security is provided in Appendix – F. The Performance Security shall be valid for the contract period.

5.3 Specifications and Designs

- a) The Consultant shall prepare all detailed specifications, estimation, costing and design using the metric system and so as to embody the latest design criteria for all utilities and infrastructures facilities as proposed and provided.

- b) The Consultant shall specify all prevailing standards, which are acceptable and well known nationally and internationally.

5.4 Records

- a) Consultant shall prepare the Final report including development Plan in GIS & Auto Cad format in the scale of 1:8000 and Development control regulations
- b) The Consultant shall keep accurate and systematic records and accounts in respect of the Services in such form and detail as is customary in the profession and as shall be sufficient to establish accurately that the costs and expenditures referred to in Article III have been duly incurred.
- c) The Consultant shall permit the duly authorized representative of the Client and, if so requested, the duly authorized representative of the Authority, from time to time to inspect its records and accounts relating to the Services and to make copies thereof and shall permit the Client or any person authorized by the Client, from time to time, to audit such records and accounts during and after the Services.

5.5 Information

The Consultant shall furnish the Client such information relating to the Services and the Project as the Client may from time to time reasonably request.

5.6 No Assignments; Sub-Contractors

Neither party shall assign or transfer all or any of its obligation under this arrangement including any statement of Work to any person without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

5.7 Confidentiality

The Consultant shall agree not to disclose to any third party or use confidential or proprietary information of the Authority learnt during the course of the Work.

5.8 Prohibition on Association

The Consultant shall ensure that no member of the Personnel assigned to the Contract shall not engage, directly or indirectly, during the subsistence of this Contract either in his name or in the name of his close relative or through the Consultant, in any other business or professional which is likely to be conflict with the performance of his duties or assignment under this contract.

5.9 Independent Contractor

Nothing contained herein shall be construed as establishing or creating between the Client and the Consultant the relationship of master and servant or principal and agent, it being understood that the position of the Consultant and of anyone else performing the Services is that of an independent contractor.

5.10 Indemnity

The consultant shall, during the term of the whole contract, indemnify and hold the client harmless from any loss, claim or damage, third party suit, proceedings, judgements, cost and expenses (including reasonable attorney fees) relating to any infringement claim by a third party if the same is based on any consultant materials provided to Authority by or on behalf of Consultant or the access and use by Authority of any Consultant provided software or materials in connection with Consultants performance of services hereunder without breaching the terms of the this contract. Consultant will defend, indemnify and hold harmless Authority from and against any third-party suit, proceeding, judgment, costs and expenses (including, reasonable attorney fees) to the extent such action or claim is based on allegation that the Services or Deliverables as provided to Client by Consultant and the use thereof by Authority as stated in the this contract constitutes an infringement of or misappropriation of the copyright, patent, trademark or trade secret rights of any third party. The value of any such indemnity would be limited to the extent of the Contract Value.

- a) Consultant shall indemnify, protect and defend, at Consultant own expense, Client, its agent and employees, from and against any and all actions, claims,

losses or damages arising out of Consultant's failure to exercise the skill and care required under Section 5.1(a) of Article V , provided, however:

- i. That Consultant's liability under this Section 5.10(a) of Article V shall be limited to actions, claims, losses or damages directly caused by such failure to exercise the said skill and care, and shall not include liability for any actions, claims, losses or damages arising out of occurrence incidental or indirectly consequential to such failure.

- b) In addition to any liability Consultant may have under Section 5.10(a), Consultant shall, at its own cost and expenses, upon request of Client re-perform the Services in the event of Consultant failure to exercise the skill and care required under Section 5.1(a) of Article V.

- c) Anything in Sections 5.10(a) or 5.10(b) of Article V to the contrary notwithstanding, the Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by (i) Client's overriding a decision or recommendation of Consultant or requiring Consultant does not agree, or (ii) the improper execution of Consultant's instructions by agents, employees or independent contractors of Client.

5.11 Governing Law and Jurisdiction

The Contract shall be constructed and interpreted in accordance with and governed by the laws of India and the Courts at Ahmedabad/Gandhinagar shall have jurisdiction over all matters arising out of or relating to the Contract.

5.12 Proprietary Right of the Client in Equipment

- a) Equipment supplied by the Client for the Project shall remain at all times the property of the Client and shall be returned by the Consultant in accordance with procedures to be determined by the Client.

- b) Equipment purchased by the Client or the Consultant for the Client for the purposes of the Project shall be the property of the Client.

- c) The equipment and tools brought into India by the Consultant and the Personnel and used either for the Project or their personal use shall remain the property of the Consultant.

5.13 Proprietary Rights of the Client in Reports and Records

All reports and relevant data such as maps, reports diagrams, plans, statistics and supporting records or materials compiled or prepared in the course of the Services shall be confidential and shall be the absolute property of the Client.

The Consultant agrees to deliver all these said materials to the Client upon completion of this Contract. The Consultant may retain a copy of such data but shall not use the same for purposes unrelated to this Contract or for any purposes without prior written approval of the Client.

The Authority shall not be obliged to pay for any incomplete work.

5.14 Insurance

- a) The Consultant shall take out and maintain adequate professional liability insurance as well as adequate insurance against third party liability and loss of or damage to equipment purchased in whole or in part with funds provided by the Client.
- b) The Client undertakes no responsibility in respect of any life, health, accident, travel liability and other insurance which may be necessary or desirable for the Personnel of or sub-contractors and specialist associated with the Consultant for the purposes of the Services, nor for any member of any family of any such person.
- c) In no event shall the consultant or the Authority be liable, one to the other, for special or, indirect damages in connection with or arising out of the furnishing performance or use of the services or deliverables provided by consultant under the terms of this RFP.

5.15 Reports

All reports and recommendations and general correspondence from the Consultant to the Client and all documents prepared by the Consultants under this Contract shall be in the English and Gujarati language, as required and directed by the Client.

5.16 Notice of delay

In the event that the Consultant encounter delay in providing the required services or facilities set forth in Appendix B for the conduct of the Services, the Consultant shall promptly notify the Client in writing of such delay, and may request an appropriate extension of time for completion of the Services. However, the client reserves the right to grant extension with or without liquidated damages and the decision of the client in this regard shall be final and binding the contract.

5.17 Liquidation Damages for late submission

The consultant shall have to submit the deliverables as per timeline specified in the Appendix – B of the contract. In case of non-compliance, the Authority shall deduct 0.5% of the total contract value per week as Liquidated Damages (LD) for each week of delay beyond the Remedy Period. The LD shall be considered up to the previous week. For avoidance of doubt if the consultant submit the delayed deliverable in the middle of the week he shall be liable to pay LD for only up to the end of the previous week and not for any part of the week in which the Deliverable has been delivered.

The total value of such Liquidated Damage shall not exceed 10% of contract Value. For this purpose, the Contract Value shall be counted exclusive of any payments that may be made for service Tax.

In case of delay in submission of any deliverables, the consultant shall be given additional time commensurate with the nature of delay and the reason thereof. This additional time shall be called Remedy Period and shall be approved by the Authority in written on the request sent to the Authority by the Consultant in

writing. The Authority may or may not approve such Remedy Period. The time of Remedy Period shall also be as approved by the Authority.

ARTICLE VI

6 General provisions

6.1 Suspension

If any of the following events shall have happened and be continuing, the Client may by 15 days prior written notice to the Consultant suspend in whole or in part payments due thereafter to the Consultant under the Contract:

- a) A default shall have occurred on the part of the Consultant in the execution of the Contract;
- b) Any other condition has arises which, in the reasonable opinion of the Client, interferes, or threatens to interfere, with the successful carrying out of the Project or the accomplishment of the purposes of the Contract.

6.2 Termination of the Contract

The Contract may be terminated by either party:

- i) By mutual agreement or by either party for its convenience by giving four week written notice, or
- ii) In case of breach by one party of the terms and conditions of this contract and its failure to remedy such breach within a period of four weeks from date of receipt of a default notice in this regard from the non-breaching party to the breaching party, or
- iii) In case of the filing by or against the other party in any court of competent jurisdiction of a petition in bankruptcy or insolvency, or for a scheme of rearrangement (reorganization) with creditors, for the appointment of a receiver or trustees; or the making of an assignment for the benefit of creditors.

In case of issue of termination notice, the Authority will pay Consultant all payments due as of the termination date stated in the notice, including those for the proportion of work completed in the ongoing stage, until termination as per list of deliverables and timeline for completion of work set in the appendix B of this contract.

6.3 Termination procedure

- a) Upon termination of the Contract under Section 6.2(i) of Article VI, receipt of notice of termination under Section 6.2(ii) of Article VI or the giving of notice of termination under Section 6.2 (iii) of Article VI, the Consultant shall take immediate steps to terminate the Services in a prompt and orderly manner and reduce losses and to keep further expenditures to a minimum.

- b) Upon termination of the Contract (unless such termination shall have been occasioned by the default of the Consultant), the Consultant shall be entitled to be reimbursed in full for such costs as shall have been duly incurred prior to the date of such termination and for reasonable costs incident to the orderly termination of the Services, the return travel of the Personnel and the reshipment of the Personnel effects and equipment of the Consultant, but shall be entitled to receive no other or further payment.

6.4 Settlement of Dispute

In the event of a dispute or difference of any nature whatsoever between the Consultant and the Authority during the course of the Works, the same shall be referred to VC & MD, GIDC as member of GPCPSIRDA. In case of disputes not being resolved, the dispute shall be resolved through a process of arbitration held in accordance with the provisions of Arbitration and Conciliation Act, 1996. The venue of such Arbitration shall be Ahmedabad/Gandhinagar and its language shall be English.

6.5 Force Majeure

Either Party be prevented from performing any of its responsibilities by reason caused by an Act of God or any cause beyond its reasonable control including but not limited to work stoppages, fires, riots, terrorist strikes, pandemic, accidents, explosions, floods, cyclones, storms wars, revolutions, acts of public enemies, blockages, embargos any laws, orders, proclamations, ordinances, demands or requirements for any government or authority or representative of any such government including restrictive trade practices or regulations strike, shutdowns, labour disputes which are not instigated for the purpose of avoiding obligations

herein failures and/or fluctuations in electric power, light, telecommunications or air-conditioning equipment the time for performance shall be extended until the operation or such cause has ceased, provided the party affected gives prompt notice to the other of any such factors or inability to perform, resumes performances as soon as such factors disappear or are circumvented. Under this clause, if either party is excused performance of any obligation for a continuous period of 30 days, then the other party may at any time thereafter while such performance continues to be excused, terminate the Contract without liability, by notice in writing to the other.

However, the aforementioned reasons do not include lack of personnel and non-performance of third parties hired.

The Consultant shall not be entitled to any termination payment from the Authority in case of force majeure, including termination of contract due to force majeure. Authority shall pay the consultant all payments due as of the termination date as stated in the notice, including those for the proportion of work completed fully in the on-going stage, until termination. The payment shall not be released by the Authority until any due from Consultant under this contract is remained unpaid.

6.6 Variation of Contract

The Contract may be varied by agreement between the parties. All such variations, including variations in the cost estimates and in the amount specified in Section 3.1(b) of Article III, shall be in writing signed by the duly authorized representatives of the parties.

6.7 Representations and Warranties of the Consultant

The consultant represents the warrants to Authority that:

- (i) It is duly organized, validly existing and in good standing under the laws of India
- (ii) It has full power and authority to execute, deliver and perform its obligations under the contract and to carry out the transactions contemplated hereby;
- (iii) It has taken all the necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of the contract
- (iv) It has the financial standing and capacity to undertake the Project;

- (v) The contract constitutes its legal, valid and binding obligation enforceable against it in accordance with terms hereof;
- (vi) It is the subject to civil and commercial laws of India with respect to the contract and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- (vii) The execution, delivery and performance of the contract will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Consultant's Memorandum and Articles of Association or any Applicable Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- (viii) There are no actions, suits, proceedings, or investigations pending or, to the Consultant's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority the outcome of which may result in the breach of or constitute a default of the Consultant under the RFP or which individually or in the aggregate may result in any Material Adverse Effect;
- (ix) It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may result in any material adverse effect or impairment of the Consultant's ability to perform its obligations and duties under the contract;
- (x) It has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other Civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;
- (xi) No representation or warranty by the Consultant contained herein or in any other document furnished by it to Authority or to any Government Agency in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and
- (xii) No sums, in cash or kind, have been paid or will be paid, by or on behalf of the Consultant, to any person by way of fees, commission or otherwise for securing the contract or entering into of the Agreement or for influencing or attempting to influence any officer or employee of authority in connection therewith.

6.8 Severability and Waiver

If any provision of the contract, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of the contract or the remainder of the provisions in question which shall remain in full force and effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision. No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to the contract of any right, remedy or provision of the contract shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision.

ARTICLE VII

7 Effective Date; Miscellaneous

7.1 Effectiveness

The Contract shall become effective under Section 1.2 and shall be in full force until the Services and all payments therefore have been completed, and at such time the parties hereto shall be mutually released from all obligations hereunder.

7.2 Authorized Representative

Any action required or permitted to be taken, and any documents required or permitted to be executed under this Contract may be taken or executed on behalf of the Consultant by the Project Director or a designated representative and on behalf of the Client by Member Secretary Gujarat Petroleum, Chemicals and Petrochemical Special Investment Regional Development Authority, Gandhinagar or a designated representative.

7.3 Notices or Requests

Any notice or request required or permitted to be given or made under the Contract shall be in writing and in the English/ Gujarati language. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand, mail, telex or facsimile to the party to which it is required to be given or made at such party's address specified in writing to the party giving such notice or making such request.

For the Client

Attention :

Member Secretary,

**Gujarat Petroleum, Chemicals and Petrochemical Special Investment
Regional Development Authority, Gandhinagar**

Block No: 4, 3rd Floor, Udyog Bhavan, Gandhinagar – 382 017

Phone : (079) 232-----, FAX : (079) 232 -----

For the Consultant & Consortium:

Attention to: -----,
-----,

Address: -----

Telephone No.: -----

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 CLIENT

in capacity of Member Secretary,

**Gujarat Petroleum, Chemicals and Petrochemical Special Investment Regional
Development Authority, Gandhinagar**

FOR AND ON BEHALF OF CONSULTANTS

(-----)

in capacity of Director,

Appendix A

1 TERMS OF REFERENCE

Request for Proposal for Preparation of Revised Development Plan of GPCPSI Regional Development Authority

1.1 Background

Government of India launched the policy on the promotion of Petroleum, Chemicals and Petrochemical special Investment Region (PCPIRs) in the country in 2007. This policy has been posted on the ministry website www.chemicals.nic.in

The Policy defines the concept of PCPIR as a specifically delineated investment region with an area of around 250 square kilometres planned for the establishment of manufacturing facilities for domestic and export led promotion in Petroleum, Chemicals & Petrochemical along with associated services and infrastructure”

The policy objectives are focused on the promotion of investment in the petroleum & Petrochemicals sector through the provision of an efficient regulatory system and world class infrastructure. The policy has provided an overall concept guideline and has laid specifications on the minimum standards required for setting up PCPIRs. Additionally the policy outlines the role of the central Government and state Government in terms of budgetary provisions and institutional and framework apart from other fundamentals guidelines.

This concept attempts to draw parallels from the world class models of chemical & petrochemicals hubs in the Middle East, South East Asian and European countries that have given a significant boost to the sector as well as lead to regional growth and development.

Gujarat PCPIR has been declared by the Ministry of Chemical and Fertilizers under PCPIR Policy, 2007 in March 2007. Gujarat PCPIR has been notified under Gujarat Special Investment Region Act, 2009 by Industries and Mines Department, Govt. of Gujarat on 09/06/2009. Regional Development Authority of Gujarat PCPIR has been

constituted by the Industries and Mines Dept. of Govt. of Gujarat under GSIR Act, 2009 on 18/09/2010.

Development Plan of Gujarat PCPIR has been sanctioned by the Apex Authority / GIDB under GSIR Act, 2009 and Gujarat Town Planning and Urban Development Act, 1976 on 15/09/2012 and is in force. After preparation of Development Plan, development has taken place in accordance with the proposal of Development Plan. As per sanctioned Development Plan 50% of processing area and 50% of non-processing area has been proposed. Looking into today's development, and as per the provision of section 21 of GTP & UD Act, 1976, ***"Atleastonce in ten years from the date on which a final development plan comes into force, the area development authority shall Revised the development plan after carrying out, if necessary, a fresh survey and the provisions of sections 9 to 20, shall, so far as may be, apply to such revision."***

At this stage, GPCPSIRDA intends to Revised the sanctioned Development Plan of Gujarat PCPIR.

1.2 PCPIR Location

Gujarat PCPIR at Dahej is located in Bharuch district. Dahej has the presence of many chemical & petrochemical units. It is close to the other industrial pockets of Ankleshwar, Jhagadia and Panoli wherein chemical manufacturing units are present.

It consists of 44 villages of Bharuch and VagraTaluka of Bharuch district admeasuring about 453 sq.kms. The Gujarat PCPIR falls within the proposed Delhi Mumbai industrial corridor being conceptualized within 150 km on both sides of the proposed freight corridor. Copy of notification is placed as Appendix - D

1.3 Objectives

The objective of the proposed consultancy is to provide assistance to GPCPSIRDA to prepare the Revisedd Development Plan for GPCPIR as per the statutory

provisions and procedure of The Gujarat Special investment Region Act, 2009 and The Gujarat Town Planning & Urban Development Act, 1976.

1.4 Scope of Work

1.4.1 Approach to Revised Development Plan Preparation

The formulation of the Gujarat PCPIR Revised Development Plan intends to adopt following approach:

The revision of the sanctioned Development Plan shall be followed under the provisions of The Gujarat Special Investment Region Act, 2009 and The Gujarat Town Planning and Urban Development Act, 1976.

The complete baseline analysis and projection of the area's requirements will culminate in the preparation of a Situation Analysis Plan and explanatory report from which as informed Revised Development Plan (Including a comprehensive evaluation of the existing sanctioned Development Plan for the GPCPIR) will be produced.

It is also essential that all relevant stakeholders actively seek to assists the relevant authority to shape the future of the area, at both the broad strategy level and also, the drafting of General Development Control Regulation.

During the course of preparing the Revised Development Plan, it is envisaged that the following assistance and information would be required from GPCPSIRDA:

- Existing and in force sanctioned Development Plan Copy along with Development Plan Report,
- General Development Control Regulations
- Facilitation from GPCPSIRDA in obtaining complete cooperation from the Stakeholders and Other major industries in the location and Anchor tenant etc.

During the course of preparing the Revised Development Plan, it is envisaged that the consultant shall collect the following information / data from the concerned dept.:

- Topographic sheets for the entire delineated region at 1:25000;
- Satellite image for the entire region in as scale of 1:5000;
- Shape files
- Revenue/Village maps from the DILR;
- Infrastructure Details like road maps, Canal/water body, transmission line / power, Gas pipeline, Deep sea effluent line, Water pipe line, Sewage line, Ports, telecommunication line etc
- Update & additional information not available during the preparation of Development Plan; and etc which is relevant to prepare /update/Revised the base map / Development Plan.

Note : Cost of the Satellite image shall be borne by the Authority. Consultant shall assist and facilitate the Authority in procurement for the same

1.4.2 Methodology to be adopted for Revised Development Plan

1.4.2.1 Baseline Analysis

Various pieces of information have already been collated and documented as part of sanctioned Development Plan. A review/Assessment/Validation of all baseline information obtained and work already undertaken for the Development Plan of PCPIR will be the starting point for this phase of work. The review will involve a site inspection (with further detailed inspections where necessary), and will identify existing information and knowledge gaps for the following.

The principal physical, economic, social and environmental characteristics of the study area will be examined, including:

- Review of existing Sanctioned Final Development Plan of PCPIR
- Analysis of distance of and accessibility to ports, rail hubs, airport and other major infrastructure
- stakeholder consultations
- Existing and proposed economic contributors to the area;
- The nature of the housing required in the study area;
- Availability of social and physical infrastructure;
- The availability of previously developed land;
- The availability of sites to various modes of transport;

- The natural habitats in the area;
- Areas at risk of water logging and/flooding,
- The need of Disaster Management Plan
- The need for additional leisure facilities
- The principal purpose for which land is used within and in the surrounding environs of the study area;
- The existing and likely demographics of the locality;
- The communication, transport system and traffic of the area(including accessibility by public transport); and
- Any other relevant considerations applicable to the GPCPSIR.

Where information gaps are identified, recommendations will be made for appropriate mitigation, including potential undertaking of complementary studies. Once all appropriate information is obtained, overarching and detail surveys will be undertaken in order to set the parameters for all potential development zones.

Gujarat Town Planning and Urban Development Act, 1976 section 12 (2) identifies all relevant matters to be incorporated within draft/Revised development plans. However, prior to such matters being planned a review of existing information and parameters (as mentioned above) must be undertaken.

The following specific issues to be analyzed:

Demography

- population projection
- Socio Economics character of population
- Key Development Issues

Economic Development

- Employment Base
- Industrial Development
- Growth of Industries
- Regional Growth Centres

Natural Environment

- Geology
- Soils (Texture, Depth, Type)
- Hydrogeology including Water Logging
- Topography
- Meteorology

- Ambient Air, Noise, Water (Surface & Ground)
- Biological Environment

Land Use

- Existing Land use in terms of built up, residential, commercial, industrial, agriculture, transport network, open/vacant land, recreational area, public & semi-public area, Govt. / private land

Utilities

- Water Supply (Existing Network & Capacity)
- Sewerage (Existing Situation)
- Effluent (Existing Network & Capacity)
- Solid Waste (Existing SWM System)
- Drainage & Storm Water System (Existing SW System)
- Telecommunication (Existing network and Facilities)
- Power / Transmission lines (existing Network & capacity)
- Gas (Existing Network & Capacity)
- Ports/ Jetties

Connectivity

- Roads (Existing network and Inventory)
- Railways (Existing network and Inventory)
- Seaport (Relevant Ports, Capacity)
- Airport (Relevant airports, Capacity)

Social Infrastructure

- Education (Units & Capacity)
- Health (Units & Capacity)
- Housing (Units & Capacity)
- ITI centers
- Public/semi Public (Units & Capacity)
- Recreation/open spaces

1.4.2.2 Data Collection and Generation of Base Map

The following tasks will be carried out taking into considering the present development in the proposed planning area. It is envisaged that the base map will be developed with:

- Topographic Sheets and taluka maps
- Revenue maps, road maps and other relevant maps from different departments.
- Shape Files
- Census Information.
- Industrial data.
- Meteorological data.
- Infrastructure data.
- Availability of resource: land, services and utilities, raw material for industries etc.

1.4.2.3 Study & Analysis

- Potential for development of the PCPIR and its influence zone in context to sanctioned Development Plan.
- Study of Similar such global estates and understand the product flow and co-siting issues
- Growth trends in population, industries, infrastructure facilities and social utilities.
- Government Policies.
- SWOT analysis.

1.4.2.4 Situation Analysis Plan

The Studies and analysis carried out in the above-mentioned tasks will culminate in the preparation of a Situation Analysis Plan and explanatory reports. This Plan will be prepared for the delineated area, will utilize satellite imagery and will form basis for the preparation of Revised Development Plan (including a comprehensive evaluation of the existing Development Plan).

1.4.2.5 Study of Water logging issues

Water logging in the GPCPSIR is a key concern and it is acknowledge that for the study area to be developed to its full potential drainage issues and flood risk must be appropriately mitigated.

1.4.2.6 Disaster Management Plan

In this region, industries located are mostly chemical in nature. Therefore, there is a need to study basic disaster management / mitigation plan.

1.4.2.7 Projection of the Area Requirements

The requirements of the PCPIR area to be fully operational shall be projected in context to existing development. The consultants shall get the planning norms from the Urban Development Department for making any such revision in projections. The following aspects shall be considered for projection:

- Demographics, including population projection by natural growth and migration;
- Projecting growth in the economy and estimated the volume of inflow / outflow of goods / services
- Estimating the size of the economy in terms of units, investment and workforce;
- Estimating the traffic volume for roads, rail, port and airport;
- Estimating the demand for power, water, effluent gas and waste disposal
- Future trend and growth of industries – type, number; land area and other allied requirements;
- Housing need, demand and supply;
- Relevant Government policies.

1.4.3 Deliverables

The consultant will produce the following deliverables at various stages of the assignment;

- Inception analysis of existing land uses and land suitability analysis.
- Interim report containing demand forecast, proposal of the Development Plan
- Draft report including Development Plan in GIS & Auto Cad format in the scale of 1:8000 along with reports and General Development Control Regulations.
- Final report including development Plan in GIS & Auto Cad format in the scale of 1:8000 and Development control regulations and submission of all the

primary and secondary data which are collected during preparation of Revised Development Plan.

1.4.4 Time Frame

9 months for submission of final report from the issuance of work order. Consultant shall provide assistance during publication of Revised Development Plan, scrutiny of objections/suggestions and incorporation of the final remarks of the GPCPSIRDA in accordance with objections/suggestions into the Final report submitted to the Authority. Consultant shall engage with Authority till the Revised Development Plan is sanctioned by Apex Authority/GIDB under the provisions of the GSIR Act, 2009 and GTP & UD Act, 1976.

1.4.5 Terms of Payment

Terms of payment for the assignment will be as under:

- 20% of the total fees as advance along with the work order.
- 10% of the total fees on submission of inception report.
- 10% of the total fees on submission of the interim report.
- 15% of the total fees on submission of the Draft report.
- 15% of the total fees against submission of final report.
- 10% of total fees against publication of Revised Development Plan along with reports and GDCR under section 17 (1) of GSIR Act, 2009 and under section 13 of GTP & UD Act, 1976 .
- 10% of total fees against submission of Revised Development Plan to the Apex Authority/ GIDB for approval under section 17 of the GSIR Act, 2009 and under section 16 GTP & UD Act, 1976.
- 10% of total fees on sanction of Revised Development Plan by Apex Authority/ GIDB under the provisions of the GSIR Act, 2009 and GTP & UD Act, 1976 after incorporation of the comments of the Apex Authority/GIDB.

Appendix B

**Approach paper on methodology proposed for performing the
Assignment of the successful bidder as per form 7 of RFP**

Appendix C

Cost Estimate

(A TOTAL PRICE OF THE SERVICE (Revised DP at a scale of 1:8,000))

Sr no.	Price component	Rs. In figure	Rs. (in words)
1	Person month rate		
2	(no of person months) x (person month rate)		
3	Out of pocket Expenditure		
4	Any other expense (please specify)		
5	Total price for the study (sum of 2-4 above)		

Total price in words -

Note:-

All the prices quoted above must be inclusive of all taxes and duties.(please mention specific taxes/ duties included and also specify the rate)

Appendix D

SERVICES, FACILITIES, AND EQUIPMENT TO BE PROVIDED BY THE CLIENT

The client may provide the following information.

1. Sanctioned Development Plan along with Reports and GDCR.
2. Letter of authorization for data collection (on commencement of services).
3. Provided data available with the GPCPSIRDA(on commencement of services)
4. Notification of GPCPSIRDA (on commencement of services)
5. The Gujarat Special Investment Region Act,2009
6. The Gujarat Town Planning and Urban Development Act, 1976
7. The Gujarat Town Planning and Urban Development Rules, 1979

Appendix E

Consortium's Responsibility Matrix

No.	Tasks from the TOR	Firm with Primary Responsibility	Firm with Support Responsibility if any briefly describing it.
1	Inception Report		
2	Interim Report		
3	Draft Report including Development Plan in GIS & Auto Cad format in the scale of 1:8000 along with reports and General Development Control Regulations.		
4	Final Report including development Plan in GIS & Auto Cad format in the scale of 1:8000 and Development control regulations and submission		
5	Publication of Revised Development Plan along with reports and GDCR under section 17 (1) of GSIR Act, 2009 and under section 13 of GTP & UD Act, 1976 .		
6	Submission of Revised Development Plan to the Apex Authority/ GIDB for approval under section 17 of the GSIR Act, 2009 and under section 16 GTP & UD Act, 1976		
7	Sanction of Revised Development Plan by Apex Authority/ GIDB under the provisions of the GSIR Act, 2009 and GTP & UD Act, 1976 after incorporation of the comments of the Apex Authority/GIDB		
<p>* Assisting/Support in various aspects for preparation of Revised Development Plan as specified in Appendix A</p>			

Appendix F

FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY

To

Member Secretary,
Block no.11,12, 3rd floor,
UdyogBhavan,
Gandhinagar 382 017

Contract No _____ Date: _____

- (i) This Deed of Guarantee made this day of _____2020___ between Bank of _____(hereinafter called the "Bank") on the one part, and _____(hereinafter called "the Authority") of the other part.
- (ii) Whereas authority has awarded the Contract for (Description of Item). (Hereinafter called the Contract) to: _____ (Name of Consultant) (hereinafter called the Consultant).
- (iii) AND WHEREAS the Consultant is bound by the said Contract to submit to the Authority a Performance Security for a total amount of Rs. _____ (Amount in Figures and words).
- (iv) NOW, WE THE UNDERSIGNED _____(Name of Bank)_____ do hereby unconditionally and irrevocably undertake to pay to the Authority an amount not exceeding Rs. _____ (Rupees _____ only) without any demur, merely on a demand in writing from the Authority stating that the amount claimed is due and payable by the Consultant. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We, the Bank, further undertake to pay to the Authority (GPCPSIRDA) any money so demanded notwithstanding any dispute raised by the Consultant in any manner whatsoever and our liability under these presents is absolute, unconditional, unequivocal and irrevocable.

- (v) We, the Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement.
- (vi) This Guarantee is valid for a period of _____ (Duration in ___ days (months) in figures and words) from the date of signing. (The initial period for which this Guarantee will be valid must be for at least ___ days/months longer than the anticipated expiry date of the Warranty period or Annual Maintenance Contract (as the case may be) as stated in the 'General Conditions of Contract'. We undertake not to revoke this guarantee during its currency without the written consent of the Authority.
- (vii) At any time during the period in which this Guarantee is still valid, if the Authority agrees to grant a time extension to the Consultant or if the Consultant fails to complete the works within the time of completion as stated in the Contract, or fails to discharge itself of the liability or damages or debts as stated here, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Authority and at the cost of the Consultant.
- (viii) The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Consultant.
- (ix) The neglect or forbearance of the Authority in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Authority for the payment hereof shall in no way relieve the Bank of their liability under this deed.
- (x) We, the Bank, undertake not to revoke this Guarantee except with the previous consent of the Authority in writing. This Guarantee shall be valid up to _____ and we undertake to renew/extend this Guarantee from time to time till the completion of performance by the Consultant of its obligations under the Contract and/or as demanded by the Authority.
- (xi) The expressions "the Authority", "the Bank" and "the Consultant" hereinbefore used shall include their respective successors and assignees. In witness whereof I/We of the Bank have signed and sealed this guarantee on the _____ day of _____ 20__ being herewith duly authorized.

For and on behalf of the _____ Bank.

Signature of authorized Bank official

Name:

Designation:

Stamp/Seal of the Bank:

Signed, sealed and delivered for and on behalf of the Bank by the above named

_____ in the presence of:

Witness 1.

Signature

Name

Address

Witness 2.

Signature

Name

Address