

Consulting Services**Draft Letter of Contract for Small Assignments by Individual Consultants****Subject:** Economic Valuation

Mr. Chandramouli Venkatesan

We herewith confirm your consulting appointment to carry out the above-mentioned assignment specified in the attached Terms of Reference.

For administrative purposes Project Director, SPMU has been assigned to administer the assignment and to provide the Consultant with all relevant information needed to carry out the assignment. The services will be required in Economic valuation for the coastal bio-shield in Gujarat for about 4 (four months) months, during the period from 1st November 2010 to 28th February, 10. These dates are estimates and Project Director, SPMU may find it necessary to postpone or cancel the assignment and/or shorten or extend its duration. However, every effort will be made to give you, as early as possible, notice of any such changes. In the event of termination, SwaaS Systems shall be paid for the services rendered for carrying out the assignment to the date of termination, and will provide the Project Director, SPMU with any reports or parts thereof, or any other information and documentation gathered under this contract prior to the date of termination.

This Contract, its meaning and interpretation and the relations between the parties shall be governed by the laws of the Union of India.

Set out below are the terms and conditions under which you have agreed to carry out the assignment. The services to be performed, the estimated time to be spent, and the reports to be submitted will be in accordance with the attached Terms of Reference.

This Contract will become effective upon confirmation of this letter by you and will terminate on 28th February-10, or such other date as mutually agreed.

Payments for the services will not exceed an amount of Rs. 24.51 lakh

You will be paid as follows, within 30 days of receipt of invoice a fee of:

Amount	Currency	
Rs.,4,90,000.....	INR.....	upon receipt of a confirmed copy of this letter and submission of inception report.
Rs.4,90,000.....	INR.....	Upon submission of Detailed Technology Feasibility Report
Rs.4.90,000.....	INR.....	Upon Creation of Design of Online Application
Rs.4.90,000.....	INR.....	Upon Creation of Interface Program for Online Application
Rs.4.90,000.....	INR.....	upon receipt of the final online tool acceptable to (Gujarat Ecology Commission, Gandhinagar)

The above fee includes all the costs related to carrying out the services, including overhead and any taxes.

You will be responsible for appropriate insurance coverage. In this regard, you shall maintain medical, travel, accident and third-party liability. You shall indemnify and hold harmless, the SPMU, Gujarat Ecology Commission against any and all claims, demands, and/or judgements of any nature brought against the SPMU, Gujarat Ecology Commission arising out of the services under this Contract. The obligation under this paragraph shall survive the termination of this Contract.

All materials produced or acquired under the terms of this Contract written, graphic, film, and magnetic tape or otherwise shall remain the property of the SPMU, Gujarat Ecology Commission. The SPMU, Gujarat Ecology Commission retains the exclusive right to publish or disseminate reports arising from such materials. The rights and duties provided for in this paragraph shall continue, notwithstanding the termination of this Contract or the execution of its other provisions.

You will carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment, and will conduct yourself in a manner consistent herewith.

You will not assign this Contract or sub-contract or any portion of it without the Client's prior written consent.

You should agree that, during the term of this Contract and after its termination, you and any entity affiliated with you, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

You shall pay the taxes, duties fees, levies and other impositions levied under the Applicable law and the Client shall perform such duties in this regard to the deduction of such tax as may be lawfully imposed.


You will also agree that all knowledge and information not within the public domain which may be acquired during the carrying out of this Contract, shall be, for all time and for all purpose, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, except with the (Name of Client) written permission.

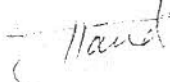
Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with Arbitration & Conciliation Act 1996.

Read and Agreed :

Place: Gandhinagar

Date: 24/10/10


(Signature & Name of Consultant)


(Signature & Name of Client's Representative)

Attachment: (i) Terms of Reference and Scope of Services; and (ii) Consultant's Reporting Obligations

NR/Is Wednesday, May 22, 2002
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