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## INFO TECH CORPORATION OF GOA LIMITED

(A Government of Goa Undertaking)

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# CONTRACT DOCUMENT FOR CONSULTANCY SERVICES

*for*

“Appointment of Consultant / Master Planner  
for providing complete design services  
in Architectural and Engineering  
for the proposed Hybrid IT Cluster at  
Porvorim in Bardez Taluka”

## VOLUME – III

## Financial Bid

INFO TECH CORPORATION OF GOA LIMITED  
NAME OF WORK:- "Appointment of Consultant / Master Planner for providing complete design services in Architectural and Engineering for the proposed Hybrid IT Cluster at Porvorim in Bardez Taluka".

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**NAME OF WORK: -** "Appointment of Consultant / Master Planner for providing complete design services in Architectural and Engineering for the proposed Hybrid IT Cluster at Porvorim in Bardez Taluka"

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## **CHAPTER - 1**

## **ANNEXURE - II**

## **FINANCIAL OFFER**

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**E-Tender Notification No. ITG/PROJECT/HYRID IT CLUSTER/NIT-APPROVAL/2018-19/ 12/1165**

**Dated: - 21 / 06 /2018**

**PRICE BID (ANNEXURE II)**

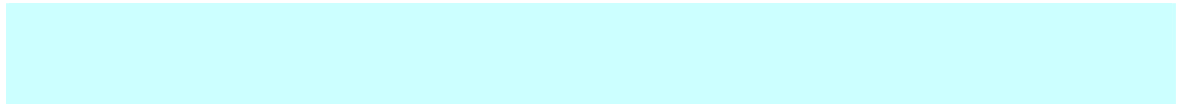
**NAME OF WORK:-** "Appointment of Consultant / Master Planner for providing complete design services in Architectural and Engineering for the proposed Hybrid IT Cluster at Porvorim in Bardez Taluka"

**NAME OF THE FIRM**



**FINANCIAL OFFER**

I/we

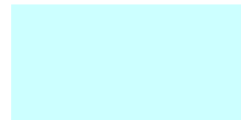


Consultant /Consultancy Firm am / are hereby quoting the fee for the work of providing Consultancy Services as per the scope of work, terms and conditions of contract covered in the schedule. The offer is inclusive of all taxes excluding Goods and Service Tax.

**Our fee is**



**(%) (in Percentage)**



**(in words)**

of the cost of work as mentioned in data sheet.

**NOTE: "ANNEXURE II" SHOULD BE SUBMITTED ONLINE ONLY "PRICE BID"**

## **CHAPTER – 2**

## **APPENDIX – "B"**

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**APPENDIX – "B"**

**2.0 SCHEDULE OF PAYMENTS:**

2.0.1 The final offer of the Consultant is \_\_\_\_\_% (\_\_\_\_\_ percent) of the cost of the work.

2.0.2 In consideration of the performance of the Contract, the Employer shall pay to the Consultants as consideration for his services as set forth below:

2.0.2.1 The fees payable would be based on the above offer accepted during negotiations. The fees would be paid in the following stages and in the mode prescribed.

**2.0.3 PAYMENT SCHEDULE:**

The pretender activity period shall start from the date of award of Consultancy and for the period mentioned in the Clause-14 of data sheet.

The payment for this activity and during its period shall be on basis at the percentage rates prescribed below:

Sr. No.	PHASE		% OF THE TOTAL FEE
1	On submission of conceptual drawings and its approval by Employer	:	6%
2	On submission of Architectural, Structural and Interior design	:	10%
3	On submission of Electrical design, Air conditioning and ventilation system design, Plumbing & Storm water design.	:	10%

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4	Obtaining all permissions from relevant authorities of the drawings/designs preparations and submission of detailed estimate, preparation and submission tender drawings, presentation of projects, 3-dimensional auto cad presentation (if ordered), Structural design calculation and getting approval of client after incorporating clients suggestions.	:	15%
5	Preparation of Notice Inviting Tenders for all infrastructure works, draft tender documents, schedule of quantities, specifications, tender drawings and getting approval from client and providing 10 number of approved tender documents and completion of all other scope of work, services and evaluation of tenders and other related works upto award of work including power point presentation.	:	15%
6	After work order and during actual execution of the infrastructural works pro-rata as per progress of work as per Formula stated in 2.0.4	:	40%
7	Upon submission to the client completion certificate of the infrastructural works and on submission of As-built drawing and liability certificate. However performance guarantee of estimated cost submitted by consultant earlier will be paid now in total of this clause	:	4%
	<b>TOTAL</b>	<b>:</b>	<b>100%</b>

**2.0.4 LIQUIDATED DAMAGES TOWARDS DELAY IN PRE-TENDER ACTIVITIES:**

2.0.4.1 The time schedule for pre-tender activities has been stated at Sr. No.14: Data Sheet (Volume-II). If the Consultant does not complete the pre-tender activities within the period, as stipulated in the Data Sheet, then, the Consultant shall pay to the Employer, as fixed and agreed liquidated damages, and not as a penalty, by way of reduction in his consultancy fees as below:

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- a) Payment to the Consultant towards the pre-tender activities shall be reduced by 2% for delay in pre-tender activities by every additional month. If subsequent additional month is consumed by him for pre-tender activities, additional 2%, shall be reduced.
- b) The aggregate maximum liquidated damages payable to the Employer under this clause shall be a maximum of 10% (Ten Percent) of the total consultancy fees, i.e. such reduction shall be limited to the 10% of the total fees.
- c) The Employer may, without prejudice to any other method of recovery, deduct an amount of such damages from any money in his hands, due or which may become due to the Consultant. The payment or deduction of such damages shall not relieve the Consultant from his obligations to complete the consultancy services or from any other obligations and liabilities under the contract.

**2.0.5 EXTENSION OF TIME LIMIT FOR PRE-TENDER ACTIVITIES:**

- i. If there is genuine delay to complete the pre-tender activities by the Consultant then the Consultant should obtain valid extension for the prescribed period of pre-tender activities.
- ii. The reduction in the fees made for the delay will not be released unless the valid extension is granted for pre-tender activities.
- iii. The decision of MANAGING DIRECTOR, INFOTECH CORPORATION OF GOA (ITG) for granting extension of time and levying penalty shall be final and binding.

**2.0.6 FORECLOSURE OF AGREEMENT AFTER PRE-TENDER ACTIVITIES:**

If after completing the pre-tender activities, the ITG decides not to proceed with the post-tender activities, then the ITG will have the right to foreclose the agreement and in that event, the Consultant will not be entitled for any claim on that count.

**2.0.7 PAYMENT OF FEES DURING ACTUAL EXECUTION:**

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- i. The fee of 40% mentioned at 2.0.3 at Sr.No.6 will be divided into equal installments over the period of completion of work and towards financial progress shall be as follow:-

CAT = Cost of work (As per Data Sheet).

A = Consultancy fees in percentage.

B = 0.40.

X = Financial Progress of work as paid to the Contractor (in percentage).

$$F = B \times \frac{CAT}{100} \times A \times \frac{X}{100}$$

In case the work is completed earlier than the stipulated period of completion then the entire payment will become due on completion of work.

- ii. The amount towards Escalation, Price Variation, Bonus paid to the Contractor, compensation for delay levied on the Contractor and cost of land shall not be taken into account while evaluating the fees of the Consultants.
- iii. If there is any increase in the cost due to Extra / Deviated / Substituted items due to account of faulty estimate attributable to any fault of the consultant shall not be taken into account while evaluating the fees of the consultant.
- iv. Failure on the part of the Consultant to perform any part of its services or delay in according decisions at site, carrying out checks, on account of which the contract has to be extended beyond the scheduled date of completion shall attract liquidated damages at the rate of R 2,000/- (Rupees Two Thousand only) for delay of each day. However, the aggregate total of such liquidated damages shall not exceed ten percent (10%) of the fees for Consultancy Services.

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- v. In case of any shortcomings / deficiency in the Consultancy services in quality checks and certification of measurements, appropriate penalty shall be levied. The decision of ITG is final and binding in this regard.
- vi. If the Consultant fails to employ any personnel as required under this contract, ITG reserves the right to recover proportionately for his absence.
- vii. ITG reserves the right to negotiate/revise the schedule of fees suitably based on the requirement of the project.
- viii. The Consultant shall employ minimum site personnel on site as per Clause No.2.07 of Data Sheet (Volume-II).
- ix. In case the Consultant fails to employ the technical staff as mentioned at Clause No.2.07 of Data Sheet (Volume-II), he shall be liable to pay an amount not exceeding a sum of R 20,000.00 (Rupees Twenty Thousand only) for each month of absenteeism of the required personnel.
- x. The decision of ITG, as to the period for which the required technical staff was not employed by the Consultant and as to the reasonableness of the amount to be deducted on this account shall be final and binding on the Consultant.

**2.0.8 MODE OF BILLING AND PAYMENT:**

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

- i. As soon as practicable and not later than five (5 days) after the end of each calendar month during the period of the Services, the Consultants shall submit to the Employer, the bill, in duplicate for the services rendered by him in the prescribed proforma.
- ii. The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Employer. The services shall be deemed

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completed and finally accepted by the Employer and the final report / final statement shall be deemed approved by the Employer, unless within ninety (90) days period, Employer gives a written notice to the Consultant specifying in detail, shortcomings / deficiencies in the Services, in the final report or in final statement, the Consultant shall there upon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount, which the Employer has paid or caused to be paid, in accordance with this Clause, in excess of the amounts, actually payable in accordance with provisions of this Contract, shall be reimbursed by the Consultant to the Employer within thirty (30) days after receipt by the Consultant of notice thereof. The Employer shall make such claims for reimbursement within (12) calendar months upon receipt of the approved final report / final statement.

- iii. Goods and Service Tax at the prevailing rate will be added while making payment to the Consultant, as the offer of Consultant is exclusive of such tax.