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CONTRACT DOCUMENT FOR CONSULTANCY SERVICES

FOR

APPOINTMENT OF CONSULTANTS FOR RENDERING CONSULTANCY SERVICES FOR THE WORK OF “CONSTRUCTION OF REVENUE BHAVAN AT PORVORIM”

VOLUME – I

NAME OF WORK: - Appointment of consultants for rendering consultancy services for the work
of "Construction of Revenue Bhavan at Porvorim".

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CHAPTER – 1

INSTRUCTIONS TO BIDDER

1.0 INSTRUCTIONS TO BIDDER (ITB):

- 1.0.1 The brief description of the assignment and its objectives are as per Data sheet and Appendix – A (Scope of work and Terms of Reference) in Volume – II.
- 1.0.2 To obtain first-hand information on the assignment and on the local conditions, the bidder is advised to pay a visit to the project site before submitting a proposal and attend a pre-bid conference, if any. The bidder must fully acquaint himself of local and site conditions and take them into account in preparing their proposal.
- 1.0.3 Costs of preparing the proposal, including visits to the project site, Employer's Office etc., are not reimbursable as a direct cost of the assignment; and the Employer is not bound to accept any of the proposals submitted and reserve the right to reject any or all proposals without assigning any reasons.
- 1.0.4 The bidder is expected to examine all terms and instructions included in the documents and to provide all required information.
- 1.0.5 The proposal must be properly signed as detailed below:
- (a) By the proprietor in case of a proprietary firm;
 - (b) By the partner holding the Deed of Partnership in case of a firm in partnership (A certified copy of the Deed of Partnership shall accompany the proposal); and
 - (c) By a duly authorized person holding the Power of Attorney in case of a Limited Company or a Corporation (A certified copy of the Power of Attorney shall accompany the proposal).
- 1.0.6 The Bidder should set up an office in Goa within a period of one month from the date of award of work.

1.0.7 It is ITG's policy that Consultants (including their affiliates /associates / partners) shall observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, ITG:

- a) Will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question.
- b) Will cancel the firm's contract if it at any time determines that corrupt or fraudulent practices were engaged in by the representatives of the Consultants or their associates during the selection process or the execution of that contract.
- c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a ITG contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a ITG's contract; and
- d) Will have the right to require that, in contract of ITG, a provision be included requiring ITG to inspect their accounts and records relating to the performance of this contract and to have the same audited by auditors appointed by ITG; if so desired.

For the purposes of above:

- i. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a ITG official in the selection process or in contract execution; and
- ii. "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of ITG, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive ITG of the benefits of free and open competition.

1.1 DOCUMENTS:

1.1.1 The bid document will consist of Volume – I, Volume – II, Volume – III (Financial Bid) and Volume – IV (Drawings) together with various Annexures and Appendices., with any addendum / corrigendum thereto issued and common sets of deviations.

1.1.2 At any time before the submission of proposals, the Employer may, for any reason, whether on his own initiative or in response to a clarification requested by a Consulting Firm, modify the documents by amendment. The amendment will be notified in writing or fax to all Consulting Firms who have purchased the Bid Documents or to whom Bid Documents are issued and will be binding on them The Employer may at its discretion extend the deadline for the submission of proposals.

1.2 PREPARATION OF PROPOSAL:

Preparation shall be as below:

Envelope No. 1 – Bid Security, Volume-I, Volume – II and Volume – IV (Drawings);

Envelope No.2 – Financial Bid (Volume III).

Documents may be attached in support of information against respective format. The bidder shall fill the required information in the required formats prepared as per the sample formats. Each and every page of Volume-I, Volume-II, Volume-III (excluding the price bid in Annexure II) and Volume – IV needs to be signed while submitting Envelope No.1 and 2. All the envelopes shall be correctly superscribed with the name of the work.

1.3 BID SECURITY:

1.3.1 The bid shall be accompanied by Bid Security as per Data Sheet in Volume-II. The Bid Security shall be put in Envelope No.1 as mentioned in Para 1.2 above.

1.3.2 Mode of Payment towards Bid Security to be paid online through e-Payment mode via :

- a. National Electronic Fund Transfer (NEFT) / Real-Time Gross Settlement RTGS) / Axis Bank Over-the-counter (OTC). Bidder requires to download pre-printed Challan towards credit of ITG available on e-tender website for making its payment through any of their Bank.
- b. Internet Payment Gateway (Debit/ Credit Card of type VISA, MASTERCARD or RuPay.
- c. Net Banking: Payment can be made through the Internet Banking of Any Bank.

Note: Any Payments made through NEFT/RTGS/OTC will take 24 hours for its reconciliation. Hence the payments through NEFT/RTGS/OTC should be made at least TWO BANK WORKING DAYS in advance before any due date and upload the scanned copy of challans in the e-Tender website as a token of payment

1.3.3 Any bid not accompanied by the requisite Bid Security will be rejected.

1.3.4 In the event of his bid being accepted subject to provisions of the Sub Clause 1.3.4 below, the said amount shall be refunded upon furnishing of Performance Security payable by the bidder under the conditions of Contract.

1.3.5 If after submitting the bid, the bidder withdraws his offer or modifies the same during the period of bid validity or before the issue of Letter of Acceptance or fails or neglects to furnish the prescribed Performance Security, within the prescribed period without prejudice to any rights and powers of the Employer here under or in law, the Employer shall be entitled to forfeit the full amount of Bid Security deposited by the bidder;

1.3.6 In the event of bid being not accepted, the amount of Bid Security deposited by the bidder shall unless it is prior thereto forfeited under provision of Sub Clause 1.3.4 above, be refunded to the bidder on passing of receipt thereto without any interest.

1.4 TECHNICAL SUBMISSIONS:

1.4.1 Under the technical submissions Employer expects the Curriculum Vitae (CVs) of the Key personnel only. It may please be ensured that the format is strictly followed

and the information furnished therein is true and correct. The CV must indicate the work in hand and the duration till which the person will be required to be engaged in that assignment. The requirement of Key Personnel whose CVs will have to be submitted is given at Sr. No.7 of Data Sheet in Volume-II.

1.4.2 The bidder must give particular attention to the following:

- a) Total assignment period is as indicated in the Data Sheet in Volume-II. A Schedule in respect of requirement of personnel is also furnished in the Data Sheet, which shall be the basis of the financial proposal. The bidder shall make their own assessment of support personnel, both technical and administrative staff which needs to be provided for timely completion of the project within the total estimated cost. It is stressed that the time period for the assignment indicated in the Data Sheet in Volume-II should be strictly adhered to;
- b) No alternative to key personnel may be proposed and only one CV may be submitted for each position; in the given format of Annexure-I (C).
- c) The requirements of all Key personnel are listed in Data Sheet in Volume-II.
- d) The availability of Key personnel has to be ensured at site during the period shown in the Schedule.
- e) The proof of age and qualification of the key personnel must be furnished in the submissions.
- f) An undertaking from the key personnel must be furnished that he will be available for entire duration of the project assignment and he will not engage himself in any other assignment during the currency of his assignment on the project. In case of non-availability of key personnel in spite of his declaration, he shall be debarred for a period of two years for all projects of ITG.
- g) The upper age limit for supporting staff to be deployed on project is 70 years;

- h) A good working knowledge of English language is essential for key professional staff on this assignment. Approach paper on methodology proposed for performing the assignment must be in English language;

1.4.3 The bidder's technical submissions must include the following information using but not limited to the formats attached.

- a) The composition of the proposed Team and Task Assignment to individual personnel.
- b) CV recently signed in ink by the proposed key personnel staff and also by an authorized official of the firm. Each page of the CV must be signed. The key information shall be as per the format. Unsigned and photocopies of CVs shall be rejected. In case the bidder is not in a position to submit the CVs along with the bid, the successful bidder may furnish the same after issue of work order.
- c) Proposed work programme and methodology for the execution of the services illustrated with bar charts of activities, including survey equipment and procedure, any change proposed in the methodology of services indicated in the Terms of Reference (TOR), and procedure for quality assurance.

1.4.4 The technical submissions must not include any financial information.

1.4.5 The technical submissions must include estimates of the total staff effort (professional and support staff, staff time) to be provided to carry out the Assignment supported by bar chart diagrams showing the time proposed for each key staff team member.

1.4.6 The requirement in respect of minimum staff has been indicated in the Data Sheet in Volume-II.

1.4.7 In case any bidder fails to submit / comply with any requirement of technical submissions, a chance will be given for compliance for the bidder who happens to be the lowest / successful.

1.5 FINANCIAL PROPOSAL:

- 1.5.1 The financial proposal should include the costs associated with the assignment. These shall normally cover remuneration for staff (foreign and local, in the field, office etc.), accommodation, transportation, equipment, printing of documents, surveys etc. The bidder's financial proposal should be prepared strictly using, the formats attached in Annexure-II, as in Volume III. The financial proposal should clearly indicate the percentage in words of the estimated cost of the work given in Data Sheet in Volume-II. Conditional offer or the bid, not furnished in the format attached in ANNEXURE-II or the financial offer standing below the minimum percentage of fee of cost of work given in Data Sheet in Volume-II shall be considered non responsive and is liable to be rejected.
- 1.5.2 The financial proposal shall take into account all types of the tax liabilities and cost of insurance excluding service tax as specified in the Data Sheet in Volume – II.
- 1.5.3 Costs shall be expressed in Indian Rupees only. The payments shall be made in Indian Rupees only by ITG.
- 1.5.4 The Consultants who agree to the indicated fee structure should only offer their bids for the assignment.
- 1.5.5 The fee prescribed by the ITG is deemed to cover all the costs associated with the assignment including:
- i. Remuneration for staff (foreign and local in the field office etc.), accommodation, transportation, equipment, printing of documents, surveys;
 - ii. The tax liabilities and cost of insurance excluding Goods and Service Tax as specified in the Data Sheet in Volume-II;
 - iii. Rental of equipment / software (s).
 - iv. Cleaning of all bushes / shrubs for the purpose of carrying out survey works, if required.

1.6 SUBMISSION OF BID:

1.6.1 Marking on envelope shall be as below:

Envelope No.1 – Bid Security, Volume-I Volume-II and Volume – IV (Drawings)

Envelope No.2 – Financial Bid (Volume-III);

1.6.2 The bid must be prepared in indelible ink and must be signed by the authorized representative of the Consultants. The letter of authorization must be confirmed by a written Power of Attorney accompanying the proposals. All pages of the technical and financial proposals must be initialled by the person or persons authorized to sign the proposal.

1.6.3 The submission must contain no interlineations or overwriting except as necessary to correct errors made by the Consultants themselves, in which cases such corrections must be initialled by the person or persons signing the proposal.

1.6.4 The bid must be delivered at the address on or before the time and date stated in Data Sheet in Volume-II.

1.6.5 The proposal must be valid for the period stated in the Data Sheet in Volume-II from the last date of receipt of Bid Document.

1.7 DECISION MAKING AND NOTIFICATION OF AWARD:

1.7.1 The Consultant with the lowest offer shall be invited for further discussion and negotiation, if required. However, in case more than one Consultant quotes the prescribed minimum percentage of fee and / or the same percentage of fee, then the successful consultant shall be selected for award of work by draw of lots or any other transparent method found suitable by Employer depending upon the various other factors such as nature / urgency of work, number of works in hand with those Consultants, location of works etc. Employer may ask for detailed break-up of financial proposal. If the financial proposal is found to be acceptable, then, the Letter of Acceptance will be issued to the lowest selected Consultant by the Employer. The letter shall indicate the accepted financial bid, details of performance security/guarantee to be furnished in favour of Employer including the time limit to submit the same.

1.7.2 On receipt of the prescribed performance guarantee from the successful Consultant, letter for commencement of work shall be issued to the successful Consultant by Employer and the site of work will be handed over. The letter for commencement of work will be notified by the Employer prior to the expiry of the bid validity period or such other extended date by e-mail or any other mode as advance information and confirmed by registered letter. This letter shall notify the Consultant to commence the work, confirm the stipulated date of commencement of consultancy services and time limit to enter into contract agreement with the Employer.

1.7.3 The selected Consultant is expected to commence the Assignment within 10 (ten) days from the date of issue of Letter of Commencement of Work.

1.8 PERFORMANCE SECURITY:

1.8.1 The successful Consultant whose financial bid has been accepted will have to pay an amount equivalent to 5% of the contract amount (Consultancy fees of the successful bidder) as Performance Security. The Performance Security shall be either in the form of Demand Draft (DD) drawn in favour of MANAGING DIRECTOR, INFO TECH CORPORATION OF GOA LIMITED as per Data Sheet in Volume-II or Fixed Deposit Receipt (FDR) of a Nationalized / Scheduled Bank or in the form of two Bank Guarantees in the prescribed format enclosed herewith furnished by Nationalised Bank each of a value of **50% of the Performance Security**, one valid up to physical completion of the project and the other valid up to completion of Defects Liability Period all payable at Panaji – Goa. In case the time of completion of work gets extended, the Consultant shall get the validity of performance security / guarantee extended to cover such extended time for completion of work.

1.8.2 50% of Performance Security shall be refunded on physical completion of Assignment (Project) and remaining 50% on completion of Defects Liability Period.

1.8.3 The Employer shall not make a claim under the Performance Guarantee except for amounts to which the Employer is entitled under the contract (not withstanding and

/or without prejudice to any other provisions in the contract agreement) in the event of:

- i. Failure by the Consultant to extend the validity of the Performance Guarantee as described herein above, in which event the Employer may claim the full amount of the Performance Guarantee.
- ii. Failure by the Consultant to pay Employer any amount due, either as agreed by the Consultant or determined under any of the clauses / Conditions of the agreement, within 30 days of the service of notice to this effect by Employer.
- iii. In the event of the contract being determined or rescinded under provision of any of the Clause / Condition of the agreement, the Performance Guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Employer.

1.8.4 Performance Security shall be furnished within 15 days from the date of issue of Letter of Acceptance to Consultant by Employer.

1.9 PERFORMANCE CLAUSE:

1.9.1 Consultant shall be expected to fully comply with all the provisions of the (TOR), and shall be fully responsible for preparation of Detailed Project Report as per TOR and Project Management Consultancy, keeping up the time schedule. Non-compliance of the provisions of the Contract Agreement and other schedules by the Consultant, non-adherence to the provision of TOR and non-adherence to the time schedule prescribed under TOR shall amount to non-performance.

1.9.2 In the event of non-performance by the Consultant, ITG reserves the right to forfeit the Performance Security.

CHAPTER - 2

ANNEXURE - I

FORMATS FOR SUBMISSION

2.0 **ANNEXURES**

ANNEXURE – I (A)

Bid for Consultancy Services for the work of

"_____"

SAMPLE FORM

CONSULTANT'S NAME:

APPROACH PAPER ON METHODOLOGY PROPOSED FOR PERFORMING THE
ASSIGNMENT

The approach and methodology will be detailed precisely under the following topics.

1. Composition of the team. [not more than 2 pages]
2. Methodology for services, surveying, [not more than 2 pages]
data collection and analysis.
3. Quality Assurance system for [not more than 2 pages]
Consultancy assignment.

ANNEXURE – I (B)

Bid for Consultancy Services for the work of “_____”

SAMPLE FORM

COMPOSITION OF THE TEAM OF PERSONNEL AND THE TASK WHICH WOULD BE
ASSIGNED TO EACH TEAM MEMBER

I. TECHNICAL / MANAGERIAL STAFF

SR. NO.	NAME	POSITION	TASK/ ASSIGNMENT
1.			
2.			
3.			
4.			
..			
..			

II. SUPPORT STAFF

SR. NO.	NAME	POSITION	TASK/ ASSIGNMENT
1.			
2.			
3.			
4.			
..			
..			

ANNEXURE – I (C)

Bid for Consultancy Services for the work of

“ _____ ”

SAMPLE FORM

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF

Proposed Position :

Name of Staff :

Date of Birth :

(Please furnish proof of age)

Nationality :

Permanent Address :

Educational Qualifications :

(Summarize college / university and other specialized education of staff member, giving names of schools, dates attended and degrees obtained. Please furnish proof of qualifications)

Membership of professional societies :

Publications :

(List of details of major technical reports / papers published in recognized national and international journals).

Employment Record :

(Starting with present position, list in reversed order, and every employment held. List all positions held by staff member since graduation, giving dates, names of employing Organisation, title of positions held and location of assignments. For experience period of specific assignment must be clearly mentioned, also give Employer reference, where appropriate).

Summary of the CV :

INFO TECH CORPORATION OF GOA LIMITED

NAME OF WORK:- Appointment of consultants for rendering consultancy services for the work of "Construction of Revenue Bhavan at Porvorim".

(Furnish a summary of the above CV. The information in the summary shall be precise and accurate. The information in the summary will have bearing on the evaluation of the CV).

A. EDUCATION :

Field of Graduation and year :

Field of Post Graduation and year :

Any other specific qualification :

B. EXPERIENCE :

Total experience in

a. Planning & Design of Roads (Village/ Town / District/ Highways) : _____ Yrs.

b. Electrical /MEP/ Storm Water Drains : _____ Yrs.

c. Water Supply : _____ Yrs.

Responsibilities held : _____ Yrs

C. Permanent Employment with the Firm (Yes / No) : _____

If yes, how many years : _____ Yrs.

If no, what is the employment arrangement with the firm ? : _____

CERTIFICATION:

I am willing to work on the project and I will be available for entire duration of the project assignment and I will not engage myself in any other assignment during the currency of this assignment on the project.

I, the undersigned, certify that to the best of my knowledge and belief, this bio-data correctly describes myself, my qualification and my experience.

Signature of the Candidate : _____

Place : _____

Date : _____

Signature of the Authorised Representative of the Firm : _____

Place : _____

INFO TECH CORPORATION OF GOA LIMITED
NAME OF WORK:- Appointment of consultants for rendering consultancy services for the
work of "Construction of Revenue Bhavan at Porvorim".

Date : _____

NOTE: Each page of the CV shall be signed in ink by both the staff member and the
Authorised Representative of the Firm.

ANNEXURE – I (D)

Bid for Consultancy Services for the work of

“ _____ ”

SAMPLE FORM

A. FIELD INVESTIGATION

(1st, 2nd etc. are months from the date of assignment)

SR. NO.	ITEM OF WORK / ACTIVITIES	MONTHS							
1.									
2.									
3.									
4.									
..									
..									

B. COMPLETION AND SUBMISSION OF REPORTS

SR. NO.	REPORTS	PROGRAMME OF SUBMISSION
1.		
2.		
3.		
4.		
..		
..		

CHAPTER - 3

**GENERAL CONDITIONS OF
CONTRACT
(GCC)**

3.0 GENERAL CONDITIONS OF CONTRACT:

3.0.1 DEFINITIONS:

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

"Applicable Law"	means the laws and any other instruments having the force of law in India.
"Contract"	means the Contract signed by the Parties, to which these General Conditions of Contract are attached together with all the documents of such signed Contract;
"Effective date"	means the date on which this contract comes into force and effect pursuant to Clause GCC 3.1.1;
"Foreign currency"	means other than the currency of the Government.
"GCC"	means these General Conditions of Contract.
"Government"	means the Government of India / Government of Goa.
"Local currency"	means the currency of the Government.
"Member"	in case the Consultants consist of a Joint Venture of more than one entity, means any of these entities, and "Members" means all these entities.
"Party"	means the Employer or the Consultant, as the case may be and Parties means both of them.
"Employer"	means the Managing Director, ITG and the legal successors in title to such person but not any assignee of such person.

"Consultant"	means the person or firm whose bid has been accepted by the Employer and the legal successors in title to such person / firm, but not (except with the consent of the Employer) any assignee of such person / firm including partnership firms
"Personnel"	means persons hired by the Consultant or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof; "Foreign Personnel" means such persons who at the time of being so hired had their domicile outside India. "Local Personnel" means such persons who at the time of being so hired had their domicile inside India and "Key Personnel" means the personnel referred to in Clause GCC 3.4.2 (a).
"SCC"	means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented.
"Services"	means the work to be performed by the Consultant pursuant to this Contract, as described in the final Terms of reference worked out by 'Employer' and the consultant during technical negotiations, dates for completion of various tasks, place of performances for different task/activities, specific task/activities/outcome to be received and approved by 'Employer' etc.
"Sub-Consultant"	means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of relevant clause; and
"Third Party"	means any person or entity other than the Government, the Employer the Consultants or a Sub-Consultant.

3.0.2 RELATION BETWEEN THE PARTIES:

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Employer and the Consultant. The Consultant, subject to this Contract will have complete charge of Personnel and

Sub-Consultants, if any, performing the services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3.0.3 LAW GOVERNING CONTRACT:

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

3.0.4 LANGUAGE:

The language shall be English only.

3.0.5 HEADINGS:

The headings shall not limit, alter or affect the meaning of this Contract.

3.0.6 NOTICES:

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

3.0.6.2 Notice will be deemed to be effective as specified in the SCC.

3.0.6.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC with respect to relevant clause.

3.0.7 LOCATION:

The Services shall be performed at such locations as specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in India or elsewhere, as the Employer may approve.

3.0.8 AUTHORISED REPRESENTATIVES:

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

3.0.9 TAXES AND DUTIES:

Unless otherwise specified in the SCC, the Consultant, Sub-Consultants and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law.

3.1 COMMENCEMENT, COMPLETION, MODIFICATION & TERMINATION OF CONTRACT:

3.1.1 EFFECTIVENESS OF CONTRACT:

This Contract shall come into force and effect on the date (the "Effective Date") of the Employer's notice to the Consultant instructing the Consultant to begin carrying out the services.

3.1.2 TERMINATION OF CONTRACT FOR FAILURE TO BECOME EFFECTIVE:

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SCC, either Party may, by not less than four (4) weeks' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

3.1.3 COMMENCEMENT OF SERVICES:

The Consultants shall begin carrying out the services at the end of such time period after the Effective Date as shall be specified in the SCC.

3.1.4 EXPIRATION OF CONTRACT:

Unless terminated earlier pursuant to Clause GCC 3.1.9 hereof, this Contract shall expire when services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the SCC.

3.1.5 ENTIRE AGREEMENT:

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound or be liable for, any statement, representation, promise or agreement not set forth herein.

3.1.6 MODIFICATION:

Modification of the terms and conditions of this Contract, including any modification of the Scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GCC 3.6.2 hereof, however, each Party shall give due consideration to any proposals for modification made by other Party.

3.1.7 FORCE MAJEURE

3.1.7.1 DEFINITION:

- (a) For the purpose of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to war, riots, civil disorders, 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 Sub-Consultants or agents or employees.

ii. Any event which a diligent Party could reasonably have been expected to take into account at the time of the conclusion of this Contract and 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.

3.1.7.2 NO BREACH OF CONTRACT:

The failure of a Party to fulfill any of its obligations, hereunder shall not be considered to be a breach of, or default under, this Contract 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 Contract.

3.1.7.3 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) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

3.1.7.4 EXTENSION OF TIME:

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

3.1.7.5 PAYMENTS:

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to be reimbursed for additional

costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Services after the end of such period.

3.1.7.6 CONSULTATION:

Not later than thirty (30) days after the Consultant, as the result of an event of Force Majeure, has 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.

3.1.8 SUSPENSION:

The Employer may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension

shall specify the nature of the failure, and shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

3.1.9 TERMINATION:

3.1.9.1 BY THE EMPLOYER:

The Employer may, by not less than fifteen (15) days written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause GCC 3.1.9.1, and if the explanation if any, given by the Consultant is not satisfactory, terminate the Contract:

- i. If the Consultant fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause GS 3.1.8 hereinabove, within fifteen (15) days of receipt of such

notice of suspension or within such further period as the Employer may have subsequently approved in writing;

- ii. If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of their Member becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- iii. If the Consultant fails to comply with any final decision reached as a result of amicable settlement pursuant to Clause GCC 3.7 hereof;
- iv. If the Consultant submit to the Employer a statement which has a material effect on the rights, obligations or interests of the Employer and which the Consultant knows to be false;
- v. If, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days;
or
- vi. If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- vii. If the Consultant, in the judgement of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"Fraudulent Practice" means misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels

and to deprive the Borrower of the benefits of free and open competition.

3.1.9.2 BY THE CONSULTANT:

The Consultant may, by not less than fifteen (15) days written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause GCC 3.1.9.2 terminate this Contract:

- (a) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (b) If the Employer fails to comply with any final decision reached as a result of amicable settlement pursuant to Clause GCC 3.7 hereof.

3.1.10 CESSATION OF RIGHTS AND OBLIGATIONS:

Upon termination of this Contract pursuant to Clause GCC 3.1.2 or GCC 3.1.9 hereof, or upon expiration of this Contract pursuant to Clause GCC 3.1.4 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 GCC 3.3.4 hereof;
- (iii) The Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 3.3.7 (ii) hereof; and
- (iv) Any right which a Party may have under the Applicable Law.

3.1.11 CESSATION OF SERVICES:

Upon termination of this Contract by notice of either Party to the other pursuant to Clause GCC 3.1.9.1 or GCC 3.1.9.2, hereof, the Consultant shall, immediately upon dispatch or receipt or 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 Consultant and equipment and materials furnished by the Employer, the Consultant shall proceed as provided, respectively, by Clauses GCC 3.3.10 or GCC 3.3.11 hereof.

3.2 OBLIGATIONS OF THE CONSULTANT:

3.2.1 GENERAL:

3.2.1.1 STANDARD OF PERFORMANCE:

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with general 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 Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisors to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Sub-Consultants or Third Parties.

3.2.1.2 LAW GOVERNING SERVICES:

The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-Consultants, as well as the Personnel of the Consultants and any Sub-Consultants, comply with the Applicable Law. The Employer shall advise the Consultant in writing of relevant local customs and the Consultant shall, after such notifications, respect such customs.

3.3 CONFLICT OF INTERESTS:

3.3.1 CONSULTANT NOT TO BENEFIT FROM COMMISSIONS, DISCOUNTS, ETC.

The Consultant shall not accept for their own benefit any trade commission, discount or similar payment or enter into any collusive practices with the Contractor leading to activities of Anti-Trust with ITG in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any Sub-Consultant as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.3.2 CONSULTANT AND AFFILIATES NOT TO ENGAGE IN CERTAIN ACTIVITIES:

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultant, 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.

3.3.3 PROHIBITION OF CONFLICTING ACTIVITIES:

The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any of the following activities:

- (a) During the term of this Contract, any business or professional activities in India which would conflict with the activities assigned to them under this Contract ; and
- (b) After the termination of this Contract, such other activities as may be specified in the SCC.

3.3.4 CONFIDENTIALITY:

The Consultant, it's Sub-Consultants and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the

Services, this Contract or the Employer's business or operations without the prior written consent of the Employer.

3.3.5 LIABILITY OF THE CONSULTANT:

Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as provided by the Applicable Law.

3.3.6 INSURANCE TO BE TAKEN OUT BY THE CONSULTANT:

The Consultant:

- (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at its (or the Sub-Consultants, as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be specified in the SCC, and
- (ii) at the Employer's request, shall provide evidence to the Employer that such insurance has been taken and maintained and that the current premiums have been paid.

3.3.7 ACCOUNTING, INSPECTION AND AUDITING:

The Consultant:

- (i) shall keep accurate and systematic accounts and records in respect of the Services, hereunder, 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 such basis as may be specifically referred in the SCC);
- (ii) shall permit the Employer or its designated representative periodically, and up to one year from the expiration or designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Employer; and

3.3.8 CONSULTANT'S ACTIONS REQUIRING EMPLOYER'S PRIOR APPROVAL:

The Consultant shall obtain the Employer's approval in writing before taking any of the following actions:

- a) Appointing such members of the Personnel as listed in ANNEXURE I(B) ("Consultants" Sub-Consultants' Key Personnel") merely by title but not by name;
- b) Entering into a subcontract for the performance of any part of the Services, it being understood
 - (i) that the selection of the Sub-Consultant and the terms and conditions of the subcontract shall have been approved in writing by the Employer prior to the execution of the subcontract, and
 - (ii) that the Consultant shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract; and
 - a. Granting claims to the Contractor;
 - b. Ordering suspension and termination of the Works;
 - c. Determining an extension of time;
 - d. Imposing and waiving off the penalty and liquidated damages for delay;
 - e. Issuing of Variation Order;
 - f. Ordering any Works/test beyond the scope of the Contract;
 - g. Determining rates for the Extra, Substituted, Reduced and Deviated items;
 - h. Any variations in the Contract condition;
 - i. Any other requirement, in Employer's opinion intimated in writing, well in advance by Employer.

3.3.9 REPORTING OBLIGATIONS:

The Consultant shall submit to the Employer the reports and documents specified in ANNEXURE I(D) hereto, in the numbers and within the time periods set forth in the said Annexure.

3.3.10 DOCUMENTS PREPARED BY THE CONSULTANT TO BE THE PROPERTY OF THE EMPLOYER:

All plans, drawings, specifications, design, reports, other documents and software prepared by the Consultant for the Employer under this Contract shall become and remain the property of the Employer, and the Consultant shall, not later than upon termination or expiration of this contract, deliver all such documents to the Employer, together with a detailed inventory thereof.

3.3.11 EQUIPMENT AND MATERIALS FURNISHED BY THE EMPLOYER:

Equipment and material, if any, made available to the Consultant by the Employer, or purchased by the Consultant with funds provided by the Employer, shall be property of the Employer and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Employer an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Employer's instructions.

3.4 CONSULTANT'S PERSONNEL AND SUB-CONSULTANTS:

3.4.1 GENERAL:

The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.

3.4.2 DESCRIPTION OF PERSONNEL:

- (a) The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are described in ANNEXURE I(B). If any of the Key Personnel has already been approved by the Employers his / her name is listed as well.

- (b) If required to comply with the provisions of Clause GCCC 3.2.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key

Personnel set forth in ANNEXURE I(B) may be made by the Consultant by written notice to the Employer, provided that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger.

3.4.3 APPROVAL OF PERSONNEL:

The Key Personnel and Sub-Consultants listed by title as well as by name in ANNEXURE I(B) shall be approved by the Employer. In respect of other Key Personnel which the Consultant proposes to use in carrying out of the Services, the Consultant shall submit to the Employer for review and approval a copy of their biographical data. If the Employer does not object in writing (stating the reasons of the objection) within twenty-one (21) days from the date of receipt of such biographical data and (if applicable) such certificate, such Key Personnel shall be deemed to have been approved by the Employer.

3.4.4 REMOVAL AND / OR REPLACEMENT OF PERSONNEL:

- (a) Except as the Employer may otherwise agree, no changes shall be made in the Key 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.
- (b) If the Employer:
 - (i) Finds that any of the Personnel has committed serious misconduct or has been charges with having committed a criminal action, or
 - (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Employer's written request specifying the grounds thereof, forthwith provide as a replacement a person with qualifications and experience acceptable to the Employer.

3.4.5 RESIDENT PROJECT MANAGER:

If required by the SCC, the Consultant shall ensure that at all times during the Consultant's performance of the Services in India a Resident Project Manager, acceptable to the Employer, shall take charge of the performance of such Services.

3.5 OBLIGATIONS OF THE EMPLOYER:

3.5.1 ASSISTANCE AND EXEMPTIONS:

Unless otherwise specified in the SCC, the Employer shall use its best efforts to ensure that the Government shall:

- a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.
- b) Assist the Consultant and the Personnel and any Sub-consultants employed by the Consultant for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;
- c) Provide to the Consultant, Sub-consultants and Personnel any such other assistance as may be specified in the SCC.

3.5.2 ACCESS TO LAND:

The Employer warrants that the Consultant shall have, free of charge, unimpeded access to all land in India in respect of which access is required for the performance of the Services. The Employer will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultant and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or any Sub-consultant or the Personnel or either of them.

3.5.3 CHANGES IN THE APPLICABLE LAW:

If, after the date of this Contract, there is any change in the Applicable Law with respect to Statutory taxes and duties which will increase or decrease the cost or reimbursable expenses incurred by the Consultants in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this contract shall be increased or decreased accordingly and corresponding adjustments shall be made to the ceiling amounts specified in this contract.

3.5.4 SERVICES, FACILITIES AND PROPERTY OF THE EMPLOYER:

The Employer will provide the following:

- a) General Layout of the development of the Plot indicating details of block contour levels.
- b) Proposed layout of Plots and network of Roads.
- c) Assistance in obtaining licenses and permits necessary to carry out the services.

3.5.5 PAYMENT:

In consideration of the Services performed by the Consultant under this Contract, the Employer shall make to the Consultant such payments and in such manner as is provided in this Contract.

3.6 FAIRNESS AND GOOD FAITH:

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

3.6.2 OPERATION OF THE CONTRACT:

The parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove

the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to dispute subject to arbitration in accordance with Clause GCC 3.7 hereof.

3.7 SETTLEMENT OF DISPUTES:

3.7.1 AMICABLE SETTLEMENT:

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

3.7.2 DISPUTE SETTLEMENT BY CIVIL SUITS:

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement shall be settled through a civil suit to be filed in a Court of competent jurisdiction within the State of Goa.

INFO TECH CORPORATION OF GOA LIMITED

NAME OF WORK:- Appointment of consultants for rendering consultancy services for the work of "Construction of Revenue Bhavan at Porvorim".

4.0 SAMPLE FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

To,
The Managing Director,
Info Tech Corporation of Goa Limited,
IT Hub, 3rd Floor,
Altinho, Panaji, Goa - 403 001.

In consideration of ITG., (hereinafter called "the Employer"), having agreed to exempt _____(Name of the Consultant)_____, Engineering Consultant (hereinafter called "the Said Consultant(s)") from the demand, under the terms and conditions of the proposed agreement between _____(name of the Consultant)_____and ITG for the _____ (name of the project)_____ (hereinafter called 'the said agreement') of Security Deposit for the due fulfilment by the Consultant(s) of the terms and conditions contained in the said Agreement, on production of a bank guarantee for Rs._____(Rupees _____ Only) we, The _____(name of the Bank , _____(name of the branch) , _____Address of the bank(hereinafter referred to as "the Bank") at the request of _____, the said Consultant(s) do hereby undertake to pay the Employer an amount not exceeding Rs. _____/-(Rupees _____only) against any loss or damage caused to or suffered or would be caused to or suffered by the Employer by reason of any breach by the said Consultant(s) of any of the terms or conditions contained in the said Agreement.

We, the _____do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely from a demand from the Employer stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Employer by reason of breach by the said bidder(s) of any of the terms or conditions contained in the said Agreement or by reason of the Consultant's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding Rs._____/-(Rupees _____only).

We undertake to pay the Employer any money demanded notwithstanding any dispute or disputes raised by the Consultant(s)/ Supplier(s) in any suit or proceeding pending before

INFO TECH CORPORATION OF GOA LIMITED

NAME OF WORK:- Appointment of consultants for rendering consultancy services for the work of "Construction of Revenue Bhavan at Porvorim".

any court or Tribunal relating thereto our liability under these presents being absolute and unequivocal.

The payment so made by us under this bond shall have a valid discharge of our liability for payment there under and the Consultant(s) / supplier(s) shall have no claim against us for making such payment.

We, _____(name of the bank) further agree that the Guarantee herein contained shall remain in full force and enforceable till the above amount of advance by Employer under or by virtue of the said Agreement has been fully paid and its claims satisfied or discharged or till _____(date). Employer shall certify that the terms and conditions of the Said Agreement have been fully and properly carried out by the said Consultant(s) and accordingly shall discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before _____(date) we shall be discharged from all liability under this guarantee thereafter.

We, The _____ further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant(s) from time to time or postpone for any time or from time to time any of the powers exercisable by the Employer against the said Consultant(s) and to forbear and enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of such variation, or extension being granted to the said Consultant(s) or for any forbearance or act or omission on the part of the Employer or any indulgence by the Employer to the said Consultant(s) or by any such matter or thing whatsoever which under the law relating to sureties would , but for this provision , have effect of so relieving us.

This guarantee shall not be discharged due to the change in constitution of the Bank or the Consultant(s)/ supplier(s).

We the Bank further agree that this Guarantee shall be en-cashable at our Branch at Panaji, Goa.

INFO TECH CORPORATION OF GOA LIMITED

NAME OF WORK:- Appointment of consultants for rendering consultancy services for the work of "Construction of Revenue Bhavan at Porvorim".

This guarantee is furnished and is deemed to be furnished in Panaji, Goa and the court's in Panaji, Goa will have Civil Jurisdiction.

We, The _____ (name of the bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything contained herein:

Our liability under this bank guarantee shall not exceed Rs. _____/- (Rupees _____ only);

This bank guarantee shall be valid upto _____ (date);

We are liable to pay the guaranteed amount or part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before _____ (date)

Dated _____ day of _____, 2019.