



Smart City
MISSION TRANSFORM-NATION

**IMAGINE PANAJI SMART CITY DEVELOPMENT
LIMITED**

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**RFP FOR CONSULTANCY
SERVICES**

FOR

***INTERIOR DESIGN & FURNISHING
OF OFFICE PREMISES OF IPSCDL***

VOLUME – I

NAME OF THE WORK: Bid for Consultancy Services for “*INTERIOR DESIGN & FURNISHING OF OFFICE PREMISES OF IPSCDL*”.

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CHAPTER - 1

INSTRUCTIONS TO BIDDER

1.0 INSTRUCTIONS TO BIDDER

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)**.

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, or may contact IPSCDL. The bidder must fully acquaint himself of local and site conditions and take them into account in preparing their proposal.

1.0.3 Please note that:

- (i) 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
- (ii) 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 Submission of Bid is considered as “the bidder has read and understood the contents of the bid document as a whole and has agreed to abide by all the terms and conditions stipulated therein”.

1.0.5.1 Not Applicable

1.0.5.2 The Bidder should set up an office in Goa within a period of one month from the date of award of work.

1.0.5.3 It is IPSCDL'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, IPSCDL:

- 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 IPSCDL contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a IPSCDL contract; and
- d. will have the right to require that, in contract of IPSCDL, a provision be included requiring IPSCDL to inspect their accounts and records relating to the performance of this contract and to have the same audited by auditors appointed by IPSCDL; 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 IPSCDL 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 IPSCDL, 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 IPSCDL of the benefits of free and open competition.

1.1 DOCUMENTS

1.1.1 The bid document will consist of Volume – I & II(Technical bid) and Volume – III (Financial Bid) together with various Annexures, 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 online to all the eligible Consulting Firms. The Employer may at its discretion extend the deadline for the submission of proposals which also will be notified online.

1.2 PREPARATION OF PROPOSAL

Preparation shall be as below:

- i. Bid Document Cost
- ii. Technical bid – **Bid Security, Volume-I & II**
- iii. Financial bid – **(Volume III)**.

Interested Consultants/ Consultancy Firms are requested to submit the above in 3 separate sealed Envelopes.

Envelope 1: The bidder shall submit the Bid document Cost of Rs. 5,000/- (Rupees Five Thousand Only) in the form of Demand Draft drawn in the favour of Imagine Panaji Smart City Development Limited.

Envelope 2: The bidder shall submit the Technical bid containing the Bid Security, Vol-I & II.

Envelope 3: The bidder shall submit the Financial bid as per format attached in Annexure-II of Volume III.

Technical bid shall be placed in sealed envelope clearly marked “Technical Bid” and Financial Bid in sealed envelope clearly marked “Financial Bid” and warning: **“Do Not Open with the Technical Bid.”** Technical and Financial envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the title “Technical and Financial Bid”. This envelope along with Bid document Cost envelope will be placed in another envelope, sealed and clearly showing the name of the assignment and the submission address.

All the documents in support of information against respective format shall be submitted along with the bid. The bidder shall fill the required information in the required formats prepared as per the sample formats.

1.3 BID SECURITY:

1.3.1 The bidders shall deposit the full bid security as per data sheet of Volume II on or before the closing date and time of submission of tenders.

The eligible applicants shall submit a bid Security of Rs. 3,00,000/- (Three Lakhs only) in the form of a demand draft drawn in favour of IMAGINE PANAJI SMART CITY DEVELOPMENT LIMITED payable at Panaji along with the bid document.

1.3.2 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.

1.3.3 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;

1.3.4 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 1.3.3 above, be refunded to the bidder on passing of receipt thereto without any interest.

1.4 TECHNICAL SUBMISSIONS (AS ATTACHMENTS TO TECHNICAL BID):

1.4.1 Under the technical submissions Employer expects the Curriculum Vitaes (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.

1.4.2 The bidder must give particular attention to the following :

- i. Total assignment period is as indicated in the Data Sheet. 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 should be strictly adhered to;
- ii. 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).
The requirements of all Key personnel are listed in Data Sheet.
- iii. Team Leader, Senior Resident Engineer, Resident Engineer are to be available right from the beginning of the project;

- iv. The availability of Key personnel has to be ensured at site during the period shown in the Schedule;
 - v. The proof of age and qualification of the key personnel must be furnished in the submissions;
 - vi. 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.
 - vii. The upper age limit for supporting staff to be deployed on project is **65** years;
 - viii. 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.
- i. The composition of the proposed Team and Task Assignment to individual personnel.
 - ii. 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.

- iii. Proposed work programme and methodology for the execution of the services illustrated with bar charts of activities, 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, etc. The bidder's financial proposal should be prepared strictly using, the formats attached in Annexure-II. The financial proposal should clearly indicate the percentage in words of the estimated cost of the work given in Data Sheet. ***However, the financial proposal expressed in percentage of cost of work shall not be less than the prescribed minimum percentage of fee of cost of work given in Data Sheet.*** 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* 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 GST as specified in the Data Sheet.

1.5.3 Costs shall be expressed in Indian Rupees only. The payments shall be made in Indian Rupees only by IPSCDL.

1.5.4 In respect of some of the assignments, IPSCDL may exercise the option of giving a fixed fee (either on L.S. basis or % basis). In that eventuality, the intention of the IPSCDL will be made clear in the **DATA SHEET**. The Data Sheet will also indicate the fee structure related to that specific assignment.

The Consultants who agree to the indicated fee structure should only offer their bids for the assignment.

The fee prescribed by the IPSCDL 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, stationery, printing of documents, preliminary surveys, vehicle;
- ii. The tax liabilities and cost of insurance excluding GST as specified in the Data Sheet;
- iii. Rental/purchase of equipments / software (s).

- iv. Visits to IPSCDL office for giving presentations, estimate scrutiny, TAC meetings, Negotiation meetings, review meetings etc.,

1.6 SUBMISSION OF BID

1.6.1 To be submitted physically in the office of Adil Shah Palace, Old Secretariat, Panaji, Goa. Conditional offer or the bid, not furnished in the format attached in **ANNEXURE-II** of Volume III *or the financial offer standing below the minimum percentage of fee of cost of work given in Data Sheet* shall be considered non responsive and is liable to be rejected.

1.6.2 The proposal must be valid for the period stated in the **Data Sheet** from the last date of receipt of Bid Document.

1.7 DECISION MAKING AND NOTIFICATION OF AWARD

The Consultant with the lowest offer shall be invited for further discussion and negotiation if required. *However, in case more than one consultant quoting the prescribed minimum percentage of fee and / or the same percentage of fee, then the successful consultant shall be selected for award of work on the basis of Technical Scoring.*

TECHNICAL SCORING CRITERIA:

1. Minimum Experience of Designing Office Interiors in Heritage Building.

- i) Value of Interior works completed in Heritage buildings
 - a) Project cost of Rs. 2.5 crores -- 5 marks
 - b) Project cost of Rs. 6-10 crores -- 10 marks
 - c) Project cost of Rs. 10-15 crores -- 15 marks
 - d) Project cost of Rs. 15-20 crores -- 20 marks
 - e) Project cost of Rs. 20 & more -- 30 marks
- ii) Heritage building experience
 - a) Minimum 10 buildings -- 10 marks
 - b) 10-15 buildings -- 20 marks
 - c) 16 & above -- 30 marks
- iii) Office Interiors in Heritage Buildings
 - a) 2 works -- 5 marks
 - b) 3-4 works -- 10 marks
 - c) 5 works -- 15 marks
 - d) Above 5 works -- 20 marks
- iv) Permanent full time staff
 - a) Minimum 5 qualified conservation Architects with Masters Degree -- 5 marks
 - b) Over 6 qualified conservation Architects with Masters Degree -- 10 marks
- v) Turnover of the Consultancy
 - a) 2 – 3 crores -- 5 marks
 - b) Over 3 crores -- 10 marks

Employer may ask for detailed break-up of financial proposal. If the financial proposal is found to be acceptable 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 to be furnished in favour of Employer including the time limit to submit the same.

On receipt of the prescribed performance security 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.

The selected Consultant is expected to commence the Assignment from the date of issue of Letter of Commencement of Work.

1.8 PERFORMANCE SECURITY

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 in the form of Demand Draft (DD) drawn in favour of Imagine Panaji Smart City Development Limited from Nationalised Bank of a value of the Performance Security, valid upto completion of Defects Liability Period, all payable at Panaji – Goa.

Performance Security shall be refunded on completion of Defects Liability Period.

In the event of the contract being determined or rescinded for reasons attributable to the Consultant, the Performance Security shall stand forfeited in full and shall be absolutely at the disposal of the Employer.

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

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.

In the event of non-performance by the Consultant, IPSCDL 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 “*INTERIOR DESIGN & FURNISHING OF OFFICE PREMISES OF IPSCDL*”

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, data collection and analysis. [not more than 2 pages]
3. Quality Assurance system for Consultancy assignment. [not more than 2 pages]

ANNEXURE – I (B)

Bid for Consultancy Services for “*INTERIOR DESIGN & FURNISHING OF OFFICE PREMISES OF IPSCDL*”

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 “*INTERIOR DESIGN & FURNISHING OF OFFICE PREMISES OF IPSCDL*”

SAMPLE FORM

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF

1. Proposed Position :
2. Name of Staff :
3. Date of Birth :
(Please furnish proof of age)
4. Nationality :
5. Permanent Address :

6. 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)

7. Membership of professional societies :

8. Publications :

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

9. Employment Record :

(Starting with present position, list in reversed order, every employment held. List all positions held by staff member since graduation, giving dates, names of employing Organization, title of positions held and location of assignments.

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For experience period of specific assignment must be clearly mentioned, also give Employer reference, where appropriate).

10. Summary of the CV :

(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** :

- i. Field of Graduation and year.
- ii. Field of Post Graduation and year.
- iii. Any other specific qualification.

B. **EXPERIENCE** :

- i. Total experience in
 - a. Heritage building : _____ Yrs.
 - b. Office interiors in Heritage building : _____ Yrs.
- ii. Responsibilities held : _____ (Bidder shall provide a brief description on his/her various assignments)

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

If yes, how many years :

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

CERTIFICATION:

1. 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.
2. 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 : _____

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 “*INTERIOR DESIGN & FURNISHING OF OFFICE PREMISES OF IPSCDL*”.

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.		
..		
..		

ANNEXURE – I (E)

Bid for Consultancy Services for “**INTERIOR DESIGN & FURNISHING OF OFFICE PREMISES OF IPSCDL**”.

1. Name of the consulting firm
2. In case the consulting firm is a subsidiary of a larger organization, please write the name of the parent organization
3. Consulting firm’s registered address in India
4. Consulting firm’s address for correspondence regarding this project, including phone numbers (mention city code), fax numbers and email addresses
5. Details of the authorized signatory of the consulting firm for communication regarding this project
 - Name
 - Designation
 - Contact details of authorized signatory
 - Office Phone (Direct line/ Extension) Number
 - Fax Number
 - Mobile Phone Number
 - Email Id
6. Please mention the audited turnover of the Consulting Firm/ Consortium Lead in the preceding Three financial years(Rs. Crores)
FY 2016-17: _____ Cr. INR
FY 2015-16: _____ Cr. INR
FY 2014-15: _____ Cr. INR

Copies of profit & Loss statement and balance sheets duly attested/notarized for the above three Financial years should be enclosed with the bid.

Experience of the Consulting Firm

1. Total Experience since the inception of firm : _____ yrs
2. Main line business : _____ yrs
3. Experience in consultancy in Heritage buildings : _____ yrs
4. Experience in consultancy in office interiors in
Heritage buildings : _____ yrs
5. Value of Interiors works completed in Heritage buildings : _____ crores

CHAPTER - 3

GENERAL CONDITIONS OF CONTRACT

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:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in India.
- (b) “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;
- (c) “Effective date” means the date on which this contract comes into force and effect pursuant to Clause GCC 3.1.1;
- (d) “Foreign currency” means other than the currency of the Government.
- (e) “GCC” means these General Conditions of Contract.
- (f) “Government” means the Government of India / Government of Goa.
- (g) “Local currency” means the currency of the Government.
- (h) “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.
- (i) “Party” means the Employer or the Consultant, as the case may be and Parties means both of them.
- (j) “Employer” means the Managing Director & CEO, Imagine Panaji Smart City Development Limited (IPSCDL) and the legal successors in title to such person but not any assignee of such person.

- (k) “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.
- (l) “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).
- (m) “SCC” means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented.
- (n) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto;
- (o) “Sub-Consultant” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of relevant clause; and
- (p) “Third Party” means any person or entity other than the Government, the Employer, the Consultants or a Sub-Consultant.
- (q) “Client” means the concerned Department.

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 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.

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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 AUTHORITY OF MEMBER IN CHARGE

- Not Applicable -

3.0.9 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.

3.0.10 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 10 days 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
 - (A) Take into account at the time of the conclusion of this Contract and
 - (B) Avoid or overcome in the carrying out of its obligations hereunder.
 - (C) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

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 or due to reasons beyond the control of the Party.

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

- i. Shall specify the nature of the failure, and
- ii. 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 **ten (10)** days written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause GCC 3.1.9.1, **and if the explanation, if any, given by the Consultant is not satisfactory, terminate the Contract:**

- (a) 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 **ten (10)** days of receipt of such notice of suspension or within such further period as the Employer may have subsequently approved in writing.
- (b) 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;
- (c) If the Consultant fails to comply with any final decision reached as a result of **amicable settlement** pursuant to Clause GCC 3.7 hereof;
 - (d) 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;
 - (e) 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
 - (f) If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
 - (g) If the Consultant, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
 - (h) Non performance of any of the terms & conditions of the contract / agreement and or any directions issued by the employer.

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 **ten (10)** 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 or **amicable settlement** pursuant to Clause GCC 3.7 hereof.

3.1.9.3 **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 3.3.5 hereof;
- (iii) The Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 3.3.8 (ii) hereof; and
- (iv) Any right which a Party may have under the Applicable Law.

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.

3.2.1.3 **FACILITIES TO CONSULTANT**

The Consultant will be responsible for making his own arrangement for all his accommodation on a rental basis (including the field office of the Engineer and his site Staff, including furniture, equipment and maintenance thereof) near the site and vehicles for transportation of office staff / field staff etc. (including crew, maintenance and repairs thereof). Accommodation as mentioned above shall have power and water supply.

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 IPSCDL 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 **PROCUREMENT RULES OF FUNDING AGENCIES**

Not Applicable

3.3.3 **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.

3.3.4 **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.

3.3.5 **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.

3.3.6 **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.

3.3.7 **INSURANCE TO BE TAKEN OUT BY THE CONSULTANT**

The Consultant or the sub Consultant as the case may be shall at their own cost on terms and conditions approved by the Client take out and maintain throughout the tenure of the contract period insurance coverage viz, professional liability insurance, Employees liability, workers compensation insurance. Third party motor vehicle liability insurance in respect of motor vehicles operated for the purpose of the work in question etc. & that as are required to be taken out & maintained by the Consultant in accordance with the relevant provisions of the applicable law.

At the Client's request, the Consultant shall provide evidence to the client showing that such insurance has been taken out and maintained.

3.3.8 **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

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

3.3.9 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
- c. Granting claims to the Contractor;
- d. Ordering suspension and termination of the Works;
- e. Determining an extension of time;
- f. Imposing and waiving off the penalty and liquidated damages for delay;
- g. Issuing of Variation Order;
- h. Ordering any Works/test beyond the scope of the Contract;

- i. Determining rates for the Extra, Substituted, Reduced and Deviated items;
- j. Any variations in the Contract condition;
- k. Issuing of completion certificate of the work.
- l. Any other requirement, in Employer's opinion intimated in writing, well in advance by Employer.

3.3.10 **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.

3.3.11 **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.

3.3.12 **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.**

DUTIES OF THE EMPLOYER

If provided in the Terms of Reference, the Employer will provide the following:

- i. Project report, including detailed engineering drawings and relevant data prepared / collected by the design Consultants.
- ii. Contract documents, implementation / procurement schedules, plans, estimates and preliminary designs, etc.

- iii. 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.