



## **Volume II: Consultant Contract**

### **Consultant Contract**

**For**

**Architectural & Engineering Design Services for InCITE & Allied Works  
at Gujarat Biotechnology University**



**Gujarat Biotechnology University,  
GIFT Urban Extension Area,  
Gandhinagar- 382355**

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## Consultant Contract

Architectural & Engineering Design Services for InCITE & Allied Works  
at Gujarat Biotechnology University

This Consultant Contract (hereinafter referred to as “**Consultant Contract**”) is made and entered into at [●] on this the [●] day of [month], [year] by and between:

Gujarat Biotechnology University (“**GBU**”), Department of Science and Technology, Government of Gujarat, a university established under the provisions of Gujarat Biotechnology University Act, 2018 represented by its Registrar, and having its principal offices at Gandhinagar (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of the First Part;

AND

[insert name of single entity], a [●]<sup>1</sup> incorporated/ registered under the provisions of the [insert name of relevant statute] and having its registered office at [●], (hereinafter referred to as the “**Consultant**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of the OTHER PART.<sup>2</sup>

(The Authority and the Consultant shall individually be referred to as ‘**Party**’ and collectively as ‘**Parties**’).

### WHEREAS

- A. The Authority is functioning as an autonomous body under the aegis of the Department of Science & Technology (“**DST**”), Government of Gujarat (“**GOG**”) and has been established for a unique research based postgraduation program in the field of Biotechnology.
- B. The Authority intends to hire a consultant having experience in architectural as well as structural drawings, and allied services including preparation of cost estimates etc., for preparation of detailed design and technical inputs for International Centre for Incubation and Translational Entrepreneurship (“**INCITE**”) and Allied Works at Gujarat Biotechnology University; .
- C. The Authority had invited proposals vide Request for Proposal bearing No. [●] dated [●] (the “**RFP**”) for appointment of Consultant for providing Services in connection with the Project;
- D. Pursuant to the RFP, the Consultant had submitted its bid comprising of Technical Proposal and Financial Proposal;
- E. After evaluation of the bids received, the Authority had accepted the bid of the Consultant and issued a letter of acceptance No. [●] dated [●] (hereinafter called the “**LOA**”) to the Consultant requiring, inter alia, the execution of this Consultant Contract;

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<sup>1</sup> Specify nature of the entity

<sup>2</sup> In case the Selected Bidder being a single entity executes the contract with the Authority.

- F. The Consultant has agreed to undertake and perform its obligations with respect to the Project, subject to and on the terms and conditions set forth hereinafter.

NOW THEREFORE in consideration of the foregoing and the respective covenants and agreements set forth in this Consultant Contract, the sufficiency and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

## 1 GENERAL

### 1.1 Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this Consultant Contract shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- (a) **“Actual Project Cost”** shall have meaning as defined in clause 6.1.3 and it shall include costs towards building the facilities, the complete civil and structural, mechanical, electrical, plumbing and fire protection and finishing works, interior works, landscaping works, outdoor attractions, instruments/ equipment etc. for the development of the Project. The Actual Project Cost shall be separate for INCITE and Allied Works.
- (b) **“Affected Party”** shall have the meaning set forth in clause 2.7.1;
- (c) **“Allied Works”** means any additional building infrastructure works excluding industrial, roads, bridges, dams and transmission tower projects to be executed on campus of Gujarat Biotechnology University in accordance with work order issued by the Authority, with works amount shall be equal to or less than 15 crores.
- (d) **“Applicable Laws”** means all laws, brought into force and effect by the government of India or the government including rules, regulations and notifications made thereunder, and judgements, decrees, injunctions, writs and orders of any court of record, applicable to this Contract and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Consultant Contract;
- (e) **“Authority”** shall mean the Gujarat Biotechnology University, Department of Science and Technology, Government of Gujarat;
- (f) **“Award”** shall have the meaning set forth in Clause 10.4.3;
- (g) **“Change of Scope”** shall have the meaning set forth in Clause 9A.1;
- (h) **“Change of Scope Notice”** shall have the meaning set forth in Clause 9A.2;
- (i) **“Change of Scope Order”** shall have the meaning set forth in Clause 9A.2;
- (j) **“Confidential Information”** shall have the meaning set forth in Clause 3.3;
- (k) **“Conflict of Interest”** shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;

- (l) “**Consultancy Documents**” shall have the meaning set forth in Clause 3.9.1;
- (m) “**Construction and Maintenance Agency**” or “**CMA**” shall mean the agency appointed by the Authority for construction and maintenance of the Project;
- (n) “**Consultant Contract**” means this contract, together with all the annexes;
- (o) “**Consultancy Fee**” shall have the meaning set forth in Clause 6.1.2;
- (p) “**Cure Period**” means the period specified in this Consultant Contract for curing any breach or default of any provision of this Consultant Contract by the Party responsible for such breach or default.
- (q) “**Dispute**” shall have the meaning set forth in Clause 10.2.1;
- (r) “**Due Date**” shall have the meaning set forth in Clause 6.3 (b);
- (s) “**DST**” shall mean Department of Science and Technology
- (t) “**Effective Date**” means the date on which this Consultant Contract comes into force and effect pursuant to execution of the Consultant Contract;
- (u) “**Estimated Project Cost**” shall mean a estimated amount equivalent to INR 80 Crore for the construction of INCITE building (INR 65 Crore) and allied works (INR 15 Crore) at Gujarat Biotechnology University; this may vary during the designing or during the construction phase.
- (v) “**Force Majeure**” or “**Force Majeure Event**” shall have the meaning set forth in Clause 2.7.1;
- (w) “**GOG**” means the Government of Gujarat;
- (x) “**GBU**” means the Gujarat Biotechnology University;
- (y) “**INR, Re. or Rs.**” means Indian Rupees;
- (z) “**Inspection Report**” shall have the meaning set forth in Clause 9.2;
- (aa) “**LOA**” shall have the meaning set forth in Recital E;
- (bb) “**Party**” means the Authority or the Consultant, as the case may be, and “**Parties**” means both of them;
- (cc) “**Payment Schedule**” shall mean the schedule of timeline and payments set forth in Annex 5 of this Consultant Contract;
- (dd) “**Performance Security**” shall have the meaning set forth in Clause 7.1;
- (ee) “**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;

- (ff) “**Prohibited Practices**” shall have the meaning set forth in Clause 3.2.5;
- (gg) “**Project**” means setting up of the International Centre for Incubation and Translational Entrepreneurship (INCITE) building at GBU, Gandhinagar and any other additional Allied Works at GBU, Gandhinagar;
- (hh) “**Resident Personnel**” means such persons who at the time of being so hired had their domicile inside India;
- (ii) “**RFP**” means the Request for Proposal document in response to which the Consultant’s proposal for providing Services was accepted;
- (jj) “**Services**” means the work to be performed by the Consultant pursuant to this Consultant Contract, as described in the Terms of Reference hereto;
- (kk) “**Site**” shall project allotted site at Gujarat Biotechnology University, Gandhinagar;
- (ll) “**Sub- Consultant**” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clause 4.5;
- (mm) “**Term**” shall have the meaning set forth in Clause 2.1;
- (nn) “**TOR**” shall mean the terms of reference set forth in Annex 2 of this Consultant Contract;
- (oo) “**Third Party**” means any person or entity other than the Government, the Authority, the Consultant or a Sub-consultant.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Consultant Contract and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Consultant Contract ;
- (b) Annexes of Consultant Contract ;
- (c) RFP; and
- (d) LOA.

1.1.3 Subject to Clause 1.1.2, in case of ambiguities or discrepancies within this Consultant Contract, the following shall apply:

- (a) between two or more Clauses of this Consultant Contract, the provisions of a



specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;

- (b) between the Clauses of this Consultant Contract and the Annexes, the Clauses of Consultant Contract shall prevail;
- (c) between any value written in numerals and that in words, the latter shall prevail.

## **1.2 Relation between the Parties**

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Consultant. The Consultant shall, subject to this Consultant Contract, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

## **1.3 Rights and obligations**

The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Consultant Contract, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Consultant Contract; and
- (b) the Authority shall make payments to the Consultant in accordance with the provisions of the Consultant Contract.

## **1.4 Governing law and jurisdiction**

This Consultant Contract shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in Gandhinagar shall have exclusive jurisdiction over matters arising out of or relating to this Consultant Contract.

## **1.5 Language**

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Consultant Contract shall be in writing and in English language.

## **1.6 Table of contents and headings**

The table of contents, headings or sub-headings in this Consultant Contract are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Consultant Contract.

## **1.7 Notices**

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Consultant Contract shall be in writing and shall:

- (a) in the case of the Consultant, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time

designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number as the Consultant may from time to time specify by notice to the Authority;

- (b) in the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in the same city as the Authority's office, it may send such notice by e-mail and by registered acknowledgement due, air mail or by courier; and
- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

## **1.8 Location**

The Services shall be performed at the site of the Project in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Consultant.

## **1.9 [Intentionally Left Blank]**

## **1.10 Authorised Representatives**

1.10.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Consultant Contract by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.

1.10.2 The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

**Registrar,**

**Gujarat Biotechnology University,**

**Near Gujarat International Finance Tec(GIFT)-City,**

**Gandhinagar- 382355, Gujarat, India**

**Tel: .....**

**Email: [registrar@gbu.edu.in](mailto:registrar@gbu.edu.in) or [info-gbu@gujarat.gov.in](mailto:info-gbu@gujarat.gov.in)**

1.10.3 The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be:

.....

.....

Tel: .....

Mobile: .....

Email: .....

### **1.11 Taxes and duties**

Unless otherwise specified in the Consultant Contract, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

### **1.12 Interpretation**

#### **1.12.1** In this Consultant Contract, unless the context otherwise requires:

- (a) references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;
- (b) references to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;
- (c) references to a “person” and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;
- (d) the words “include” and “including” are to be construed without limitation and shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases;
- (e) any reference to any period of time shall mean a reference to that according to Indian Standard Time;
- (f) any reference to day shall mean a reference to a calendar day;
- (g) references to a “business day” shall be construed as a reference to a day (other than a Sunday) on which banks in Gandhinagar, Gujarat are generally open for business;
- (h) any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Consultant Contract is not a business day, then the period shall run until the end of the next business day;
- (i) the words importing singular shall include plural and vice versa;

- (j) references to any gender shall include the other and the neutral gender;
- (k) “lakh” means a hundred thousand (1,00,000) and “crore” means ten million (10,000,000);
- (l) “indebtedness” shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;
- (m) references to the “winding-up”, “dissolution”, “insolvency”, or “reorganisation” of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganisation, dissolution, arrangement, protection or relief of debtors;
- (n) any reference, at any time, to any agreement, deed, instrument, licence or document of any description shall be construed as reference to that agreement, deed, instrument, licence or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Sub-clause shall not operate so as to increase liabilities or obligations of the Authority hereunder or pursuant hereto in any manner whatsoever;
- (o) any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Consultant Contract from or by any Party shall be valid and effective only if it is in writing under the hand of a duly authorised representative of such Party, as the case may be, in this behalf and not otherwise;
- (p) the Annexes and Recitals to this Consultant Contract form an integral part of this Consultant Contract and will be in full force and effect as though they were expressly set out in the body of this Consultant Contract ;
- (q) references to Recitals, Articles, Clauses, Sub-clauses or Annexes in this Consultant Contract shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses and Annexes of or to this Consultant Contract, and references to a Paragraph shall, subject to any contrary indication, be construed as a reference to a Paragraph of this Consultant Contract or of the Annexes in which such reference appears; and
- (r) the damages payable by either Party to the other of them, as set forth in this Consultant Contract, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty.

### **1.13 Rule of Construction**

The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.

Any word or expression used in this Consultant Contract shall, unless otherwise defined or construed in this Consultant Contract, bear its ordinary English meaning and, for these purposes, the General Clauses Act 1897 shall not apply.

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.

#### **1.14 Assignment**

This Consultant Contract shall not be assigned by the Consultant to any person, save and except with the prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason. The Consultant shall not create nor permit to subsist any encumbrance, or otherwise transfer or dispose of all or any of its rights and benefits under this Consultant Contract to which the Consultant is a party except with prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason.

Notwithstanding anything to the contrary contained in this Consultant Contract, the Authority may, after giving 60 (sixty) days' notice to the Consultant, assign any of its rights and benefits and/or obligations under this Consultant Contract; to an assignee who is, in the reasonable opinion of the Authority, capable of fulfilling all of the Authority's then outstanding obligations under this Consultant Contract.

## **2 COMMENCEMENT, COMPLETION AND TERMINATION OF CONSULTANT CONTRACT**

### **2.1 Effectiveness of Consultant Contract**

The Term of the Consultant Contract shall commence from the Effective Date and end on the expiry of the period set out in Clause 2.4 (unless the Consultant Contract is terminated earlier by issuance of a termination notice by any Party or extended as per terms of the Contract) ("**Term**").

### **2.2 Commencement of Services**

i. The Consultant shall commence the Services from the Effective Date, unless otherwise agreed by the Parties. Subject to and in accordance with the provisions of this Consultant Contract, the Consultant shall provide the Services set out in Annex 2 of the Consultant Contract for INCITE building during the below-mentioned periods :

- (a) For Services set out under Annex 2 i.e., during the Design Phase (including all approvals and procurement of CMA) : A period of 5 (five) months, commencing from the Effective Date;
- (b) For Services set out under Annex 2 i.e., during the Construction Phase: A period of 17 (Seventeen) months or till the completion of the INCITE building, whichever is later, commencing from the date of appointment of Construction and Maintenance Agency by the Authority for construction, operation and maintenance of the INCITE building.

ii. Issue of Work Order for Allied Work

The Authority may at any time, at its absolute discretion, issue a Work Order to Consultant to provide Services for such Allied Work as mentioned in said Work Order. The Work Order shall include the details like, cost of such Allied Work, timeline for providing Services etc. For avoidance of doubt, it is clarified that Terms of

Reference/Scope of Work as per Annex: 2 and Payment Schedule as per Annex: 5 shall also be applicable for the Allied Work for which Work Order is issued.

The Authority retains complete discretion over the issuance of the Work Order for Allied Work, and Consultant cannot claim any right of issuance of same.

The Authority shall have full discretion to either issue Work Order(s) of a value less than the Estimated Project Cost for Allied Work or choose not to issue any Work Order for Allied Work. In the event, the Authority opts not to issue the Work Order, the Authority shall bear no liability or responsibility towards the Consultant.

### **2.3 Termination of Consultant Contract for failure to commence Services**

If the Consultant does not commence the Services within the period specified in Clause 2.2 above including the timeline as per Work Order, the Authority may, by not less than 2 (two) weeks' notice to the Consultant, declare this Consultant Contract to be null and void, and in the event of such a declaration, the Bid Security or Performance Security, as the case may be, of the Consultant shall stand forfeited.

### **2.4 Expiry of Consultant Contract**

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Consultant Contract shall, unless extended by the Parties by mutual consent for additional maximum period of 2(two) years, expire upon the expiry of 3(three) years from the Effective Date.

### **2.5 Entire Consultant Contract**

- a) This Consultant Contract and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Consultant Contract are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Consultant Contract.
- b) Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Consultant Contract, the provisions of RFP shall apply.

### **2.6 Modification of Consultant Contract**

Modification of the terms and conditions of this Consultant Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

### **2.7 Force Majeure**

#### **2.7.1 Definition**

- (a) For the purposes of this Consultant Contract, “**Force Majeure**” or “**Force Majeure Event**” 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 (“**Affected Party**”), and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, lockdown due to pandemic situation, 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- Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Consultant 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.

2.7.2 Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall include full particulars of:

- (a) the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Clause 2.7 with evidence in support thereof;
- (b) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party’s performance of its obligations under this Consultant Contract ;
- (c) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and
- (d) any other information relevant to the Affected Party’s claim.

The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event not later than 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Consultant Contract .

For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information as required in this Clause 2.7.2, and such other information as the other Party may reasonably request the Affected Party to provide.

2.7.3 No breach of Consultant Contract

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Consultant Contract insofar 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 Consultant Contract . Further, when the Affected Party is able to resume performance of its obligations under this Consultant

Contract, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.

#### 2.7.4 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 fulfil its obligations hereunder with a minimum of delay.
- (b) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

#### 2.7.5 Extension of time

Any period within which a Party shall, pursuant to this Consultant 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.

#### 2.7.6 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

#### 2.7.7 Consultation

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

#### 2.7.8 Effect of Force Majeure on Consultant Contract

At any time after the commencement of the Term, if any Force Majeure Event occurs whereupon the Consultant is unable to provide the Services during the period for which Force Majeure exists, no payments shall be made by the Authority to the Consultant and appropriate deductions shall be made by the Authority at the time of settling the amounts due towards the Consultancy Fee. However, the Consultant shall not be liable to pay any damages to the Authority in case it is unable to provide the Services on account of any Force Majeure Event.

#### 2.7.9 Allocation of Costs

Upon occurrence of any Force Majeure Event during the Term, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof.

Save and except as expressly provided in this Clause 2.7, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

#### 2.7.10 Termination Payment for Force Majeure Event



If Termination is on account of any of the Force Majeure Events, the Authority shall return the Performance Security to the Consultant. The Consultant shall take appropriate insurance cover for hedging risks associated with the events of Force Majeure.

- 2.7.11 In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such Dispute shall be finally settled in accordance with the Dispute Resolution Procedure; provided that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.

## **2.8 Suspension of Consultant Contract**

The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Consultant Contract or shall fail to perform any of its obligations under this Consultant Contract, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Consultant of such notice of suspension.

## **2.9 Termination of Consultant Contract**

### **2.9.1 By the Authority**

The Authority may, by not less than 30 (thirty) 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 2.9.1, terminate this Consultant Contract unless the said default has occurred as a result of any breach of this Agreement by the Authority:

- (a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing; or
- (b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary; I(c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 10 hereof; or
- (d) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false; or
- (e) any document, information, data or statement submitted by the Consultant in its proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading; or
- (f) 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 60 (sixty) days; or

- (g) the Authority, finds that the Service provided are not satisfactory with respect to the scope or delayed beyond the agreed limit; or
- (h) The Authority, may in its sole discretion and for any reason whatsoever, decides to terminate this Consultant Contract.

#### 2.9.2 By the Consultant

The Consultant may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Consultant Contract unless the said default has occurred as a result of any breach of this Agreement by the Consultant:

- (a) the Authority fails to pay any money due to the Consultant pursuant to this Consultant Contract and such payment is not subject to dispute pursuant to Clause 10 hereof, within 45 (forty five) days after receiving written notice from the Consultant that such payment is overdue;
- (b) the Authority is in material breach of its obligations pursuant to this Consultant Contract and has not remedied the same within 45 (forty five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breach;
- (c) 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 60 (sixty) days; or
- (d) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 10 hereof.

#### 2.9.3 Cessation of rights and obligations

Upon termination of this Consultant Contract pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Consultant Contract pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued as on the date of termination or expiration, or which expressly survive such termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the Consultant's Services provided under this Consultant Contract ; and (iv) any right or remedy which a Party may have under this Consultant Contract or the Applicable Law.

#### 2.9.4 Cessation of Services

Upon termination of this Consultant Contract by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of 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 Authority, the Consultant shall proceed as provided respectively by Clauses 3.9 or 3.10 hereof.

#### 2.9.5 Payment upon Termination

Upon termination of this Consultant Contract pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the following payments to the Consultant:

- (i) Consultant shall be entitled to receive payments for the satisfactory services performed prior to the date of such termination pursuant to Clause 6 hereof after deduction of any damages specified under this Contract, if applicable.

In case the Consultant Contract is terminated by the Authority as per Clause 2.9.1, the Authority shall be entitled to forfeit the Performance Security furnished by the Consultant.

In case the Consultant Contract is terminated by the Consultant as per Clause 2.9.2, the Authority shall be obligated to return the Performance Security furnished by the Consultant after deduction of any amounts due by the Consultant under this Contract.

#### 2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 10 hereof, and this Consultant Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **3 OBLIGATIONS OF THE CONSULTANT**

#### **3.1 General**

##### **3.1.1 Standards of Performance**

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally 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 Consultant Contract or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the 'Authority's legitimate interests in any dealings with Sub-Consultants or Third Parties.

##### **3.1.2 Terms of Reference**

The scope of services to be performed by the Consultant is specified in the Terms of Reference (the "**TOR**") at Annex-2 of this Consultant Contract. The Consultant shall provide and submit all the deliverables/ documents/ surveys/ submissions specified in Annex-2 within the time schedule stated in Annex 5 in relation to INCITE building and for Allied Works, timelines mentioned in Work Order shall be followed by the Consultant.

##### **3.1.3 Applicable Laws**

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub- Consultant, as well as the Personnel and agents of the Consultant and any Sub- Consultant, comply with the Applicable Laws.

#### **3.2 Conflict of Interest**

3.2.1 The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Consultant Contract.

3.2.2 Consultant and its affiliates not to be otherwise interested in the Project.

The Consultant agrees that, during the term of this Consultant Contract and after its termination, the Consultant or any Associate thereof and any entity affiliated with the Consultant, as well as any Sub- Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of five years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of the Services or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

For purpose of this Clause 3.2, “Associate” means, in relation to the Consultant, a person who controls, is controlled by, or is under the common control with Consultant (the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to Irson which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract or otherwise.

### 3.2.3 Prohibition of conflicting activities

Neither the Consultant nor its Sub- Consultant nor the personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- (a) during the Term of this Consultant Contract, in any business or professional activities which would conflict with the activities assigned to them under this Consultant Contract ;
- (b) after the termination of this Consultant Contract, such other activities as may be prohibited in the Consultant Contract ; or
- (c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

### 3.2.4 Consultant not to benefit from commissions, discounts, etc.

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant’s sole remuneration in connection with this Consultant Contract or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Consultant Contract or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its 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.

3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”). Notwithstanding anything to the contrary contained in this Consultant Contract, the Authority shall be entitled to terminate this Consultant Contract forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the selection process or before or after entering into of this Consultant Contract. In such an event, the Authority shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, *inter alia*, the time, cost and effort of the Authority, without prejudice to the Authority’s any other rights or remedy hereunder or in law.

3.2.6 Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Consultant Contract, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the selection process or before or after the execution of this Consultant Contract, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the

Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) “**corrupt practice**” means (i) the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the selection process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with selection process or LOA or dealing with matters concerning the Consultant Contract before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the selection process or after the issue of LOA or after the execution of the Consultant Contract, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Consultant Contract, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;
- (b) “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the selectI process;
- (c) “**coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the selection process or the exercise of its rights or performance of its obligations by the Authority under this Consultant Contract;
- (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict oInterest; and
- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

### 3.3 Confidentiality

The Consultant, its Sub- Consultants and the Personnel of either of them shall not, either during the Term or within two (2) years after the expiration or termination of this Consultant Contract disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, its Sub- Consultants and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority’s employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Consultant Contract (“**Confidential Information**”), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Consultant, its Sub- Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Consultant, its Sub- Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub- Consultants and the Personnel of either of them;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Sub- Consultants and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub- Consultants , as is reasonable under the circumstances; provided, however, that the Consultant or its Sub- Consultant, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

### **3.4 Liability of the Consultant**

- 3.4.1 The Consultant's liability under this Consultant Contract shall be determined by the Applicable Laws and the provisions hereof.
- 3.4.2 The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.
- 3.4.3 The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority or Authority's property, shall not be liable to the Authority:
  - (i) for any indirect or consequential loss or damage; and
  - (ii) for any direct loss or damage that exceeds (a) the Consultancy Fee set forth in Clause 6.1.2 of this Consultant Contract, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.
- 3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services.

### **3.5 Insurance to be taken out by the Consultant**

- 3.5.1 (a) The Consultant shall, for the duration of this Consultant Contract, take out and maintain, and shall cause any Sub- Consultant to take out and maintain, at its (or the

Sub- Consultant's, as the case may be) own cost, but on terms and conditions approved by the Authority, insurance against the risks, and for the coverages, as specified in the Consultant Contract and in accordance with good industry practice.

- (b) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Consultant Contract.
- (c) If the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Authority shall, apart from having other recourse available under this Consultant Contract, have the option, without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the Authority.
- (d) Except in case of Third Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company to this effect; provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Consultant Contract and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Authority as the sole beneficiary of the Consultant or require an undertaking to that effect.

3.5.2 The Parties agree that the risks and coverages shall include but not be limited to the following:

- (a) Third Party liability insurance as required under Applicable Laws, with a minimum coverage of Rs. 1 (one) crore;
- (b) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub- Consultant, in accordance with Applicable Laws; and
- (c) professional liability insurance for an amount not less than the Consultancy Fee.

### **3.6 Accounting, inspection, and auditing**

The Consultant shall:

- (a) keep accurate and systematic accounts and records in respect of the Services provided under this Consultant Contract, 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 the basis of the Consultant's costs and charges); and
- (b) permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Consultant Contract, to inspect the same and



make copies thereof as well as to have them audited by auditors appointed by the Authority.

### **3.7 Consultant's actions requiring the Authority's prior approval**

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

- (a) appointing such members of the professional Personnel as are not listed in Annex-3.
- (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 Authority 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 Consultant Contract ; or
- (c) any other action that is specified in this Consultant Contract.

### **3.8 Reporting obligations**

The Consultant shall submit to the Authority the reports and documents specified in the Consultant Contract, in the form, in the numbers and within the time periods set forth therein.

### **3.9 Documents prepared by the Consultant to be property of the Authority**

- 3.9.1 All plans, drawings, specifications, designs, reports and other documents (collectively referred to as "**Consultancy Documents**") prepared by the Consultant (or by the Sub-Consultants or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.
- 3.9.2 The Consultant shall, not later than termination or expiration of this Consultant Contract, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant, its Sub- Consultants or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Consultant Contract without the prior written approval of the Authority.
- 3.9.3 The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties, damages or injuries (collectively referred to as 'Claims') which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or its Sub- Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

### **3.10 Equipment and materials furnished by the Authority**

Equipment and materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Consultant Contract, the Consultant shall furnish forthwith to the Authority, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the Authority. While in possession of such equipment and materials, the Consultant shall, unless otherwise instructed by the Authority in writing, insure them in an amount equal to their full replacement value.

### **3.11 Providing access o Project and Personnel**

The Consultant shall ensure that the Authority, and officials of the Authority having authority from the Authority, are provided unrestricted access to the Project, the Site and to all Personnel during office hours. The Authority's official, who has been authorised by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction.

The Consultant shall at its own cost arrange for office space and accommodation for its personnel at Project Site. The Authority shall provide office space for its personnel to be deployed as per project requirement at its office in Gandhinagar only.

The Consultant shall it own cost arrange for visits to project site and meetings at Gandhinagar and/or Ahmedabad. No travel expense or out of pocket expense shall be paid by the Authority

### **3.12 Accuracy of Documents**

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these Services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.

### **3.13 Consultant's Office**

The Consultant shall have a local office in Gandhinagar / Ahmedabad. If not, the consultant shall be liable to set up an office in Gandhinagar / Ahmedabad at it's own expense with local contacts within 1 (one) week from date of award of work or Work order (Email as well telephone number).

## **4 CONSULTANT'S PERSONNEL AND SUB- CONSULTANTS**

### **4.1 General**

The Consultant shall employ and provide qualified and experience Personnel, as specified in Annex 2, to carry out the Services.

### **4.2 Deployment of Personnel**

4.2.1 Subject to TOR of this Consultant Contract, the Consultant shall deploy the manpower on as per the mutually agreement between Authority and Consultant. **For avoidance of doubt, it clarified that during the construction phase of the Project, the Consultant shall provide manpower in accordance with TOR of this Consultant Contract.**

#### **4.3 Approval of Personnel**

4.3.1 Intentionally left blank.

4.3.2 If the Consultant hereafter proposes to engage any person, it shall submit to the Authority its proposal along with a CV of such person as per clause 4.1 of the Consultant Contract prior to or at the time of execution of the Contract. The Authority may approve or reject such proposal within 15 (fifteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the Authority. No other Personnel shall be engaged without prior approval of the Authority.

4.3.3 In case of unavailability of any Personal as approved by the authority due to any unforeseen reason, the Consultant shall make such alternative provisions in consultation with Authority to avoid any vacant post, impacting the effective implementation of the Services.

#### **4.4 Substitution of Personnel**

The Authority expects all the Personnel once deployed for the performance of Services shall remain available during implementation of the Consultant Contract. The Authority will not consider any substitution of Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Personnel. Such substitution shall be limited to not more than two Personnel subject to equally or better qualified and experienced Personnel being provided to the satisfaction of the Authority.

#### **4.5 Sub- Consultant**

The Consultant shall not subcontract the whole or substantially the whole of its Services as per TOR and obligations under this Consultant Contract without prior written consent of the Authority. If Authority approves subcontract, the Consultant shall remain liable for all acts or defaults of its Sub- Consultant(s), their agents, or employees, as if they were the acts or defaults of the Consultant. To appoint Sub- Consultant, the Consultant shall give the Authority not less th'n [21 (twenty-one)] days' notice of:

(a) the proposed appointment of a Sub- Consultant along with detailed particulars such as the scope of work, curriculum vitae (CV), and other documents describing the Sub- Consultant's relevant experience; and

(b) the intended date of commen'ement of Sub- Consultant's work.

The Authority shall review the above notice and relevant documents mentioned in this Clause 4.5 within a period of 14 (fourteen) days from receipt. The Authority will then either approve or reject the proposed Sub- Consultant to be appointed by the Consultant. The decision of the Authority shall be final in this matter.

## **5 OBLIGATIONS OF THE AUTHORITY**

### **5.1 Assistance in clearances etc.**

Unless otherwise specified in the Consultant Contract, the Authority shall make best efforts to ensure that the Government shall:

- (a) provide the Consultant, its Sub- Consultants and Personnel with work permits and such other documents as may be necessary to enable the Consultant, its Sub-Consultants or Personnel to perform the Services;
- (b) facilitate prompt clearance through customs of any property required for the Services; and
- (c) issue to officials, agents and representatives of the GOG all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services. However, the drafts and the details for any such letter to GOG are to be shared by the Consultant.

### **5.2 Access to land and property**

The Authority warrants that the Consultant shall have, free of charge, unimpeded access to the Site of the Project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services.

### **5.3 Change in Applicable Law**

If, after the date of this Consultant Contract, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, by an amount exceeding 2% (two per cent) of the Consultancy Fee specified in Clause 6.1.2, then adjustments shall be made to the aforesaid Consultancy Fee after mutual discussion by and between the Parties.

### **5.4 Payment**

In consideration of the Services performed by the Consultant under this Consultant Contract, the Authority shall make to the Consultant such payments and in such manner as is provided in Clause 6 of this Consultant Contract .

## **6 PAYMENT TO THE CONSULTANT**

### **6.1 Cost estimates and Consultancy Fee**

6.1.1 An abstract of the cost of the Services payable to the Consultant is set forth in Annex-4 of the Consultant Contract. The cost of the Services payable to the Consultant shall be divided into milestones defined in Annex-5A.

6.1.2 Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1.3, the payments under this Consultant Contract shall not exceed the consultancy fee specified herein (the “**Consultancy Fee**”). The Parties agree that the Consultancy Fee is .....% (..... percent) of the Actual Project Cost and shall be payable subject to and in accordance with terms hereof.

- 6.1.3 Consultancy Fee in consideration of the Services to be provided by the Consultant as mentioned in Annex-2 (Part I) of Terms of Reference/Scope of Work, shall, subject to terms of Annex 5 and Work Order(s), be initially calculated on Estimated Project Cost of InCITE building i.e. INR 65 Crore (Rupees Sixty Crore only) (Excluding O&M). The Fee for Allied work shall be paid as and when a project specific Work Order is issued.

The Consultancy Fee in consideration of the Services to be provided by the Consultant as mentioned in Annex-2 (Part II) of Terms of Reference/Scope of Work, shall, subject to terms of Annex 5 and Work Order(s), be calculated on Actual Project Cost discovered by the Authority upon selection of the Construction and Maintenance Agency for INCITE Building as well as for other Allied Work as per Work Order(s) (“**Actual Project Cost**”). Once the Actual Project Cost is determined, the amount paid for Annex-2 (Part I) shall be reconciled (to the extent of shortfall or excess, as applicable) to align the payment computation with Actual Project Cost.

The overall payment milestones and schedule of payment of the Consultancy Fee is set forth in Annex 5A for INCITE building work and Allied Work and shall be read together with terms herein.

The Consultancy Fee shall be exclusive of applicable GST, which shall be paid extra by the Authority as per the Consultant Contract.

## **6.2 Currency of payment**

All payments shall be made in Indian Rupees. The Consultant shall be free to convert Rupees into any foreign currency as per Applicable Laws.

## **6.3 Mode of billing and payment**

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

- (a) The Consultant shall be paid for its Services as per the Payment Schedule at Annex-5A of this Consultant Contract, subject to the Consultant fulfilling the following conditions:
  - (i) No payment shall be due for the next stage till the Consultant completes, to the satisfaction of the Authority, the work pertaining to the preceding stage.
  - (ii) The Authority shall pay to the Consultant, only the undisputed amount.
- (b) The Authority shall cause the payment due to the Consultant to be made within 45 (forty-five) days after the receipt by the Authority of invoices with necessary particulars (the “Due Date”).
- (c) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Consultant Contract shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof.

- (d) All payments under this Consultant Contract shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.
- (e) The Consultant hereby acknowledges and agrees that it is not entitled to any revision of the Consultancy Fee or other relief from the Authority except in accordance with the express provisions of this Consultant Contract.

## **7 LIQUIDATED DAMAGES AND PENALTIES**

### **7.1 Performance Security**

- a) The Consultant shall, for the performance of its obligations hereunder during the Term, provide to the Authority on or prior to the Effective Date, an irrevocable and unconditional guarantee from a scheduled commercial bank for a sum equivalent to Rs ..... (Rupees only) (**5% of the Consultancy Fee**) in the form set forth in **Annex 6** (the “**Performance Security**”). Initially, the relevant amount of Performance Security shall be calculated with reference to the Estimated Project Cost i.e., 80 Crore. Until such time the Performance Security is provided by the Consultant pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Authority shall release the Bid Security to the Consultant.

If the Estimated Project Cost increases for any reason whatsoever pursuant to the terms of this Consultant Contract, in that case, the Authority shall give notice and require the Consultant to revise Performance Security, to ensure that they remain at a value not less than the percentages specified in this Clause 7.1.1 and the Consultant shall comply with the same within 7(seven) days of receipt of notice.

- 7.1.2 The Performance Security shall remain in force and effect for a period of 3 (three) months from expiry of the Term of this Consultant Contract. The Performance Security shall be released within 1 month post expiry of its period.
- 7.1.3 Upon occurrence of a default by the Consultant during the Term, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Security as damages for such default. Upon such encashment and appropriation from the Performance Security, the Consultant shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original level the Performance Security, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, within the time so granted, failing which the Authority shall be entitled to terminate this Consultant Contract in accordance with Clause 2.9.1. Upon replenishment or furnishing of a fresh Performance Security, as the case may be, as aforesaid, the Consultant shall be entitled to an additional Cure Period of 90 (ninety) days for remedying the default, and in the event of the Consultant not curing its default within such Cure Period, the Authority shall be entitled to encash and appropriate such Performance Security as damages, and to terminate this Consultant Contract in accordance with Clause 2.9.

### **7.2 Liquidated Damages**

#### **7.2.1 Liquidated Damages for error/variation**

In case any error or variation is detected in the reports/deliverables/ quantity estimation submitted by the Consultant and such error or variation is the result of negligence or lack

of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of liquidated damages, subject to a maximum of 10% (Ten per cent) of the Consultancy Fee. Moreover, in case of faulty estimate, if there is a variation of 10% in any item of estimate, penalty will be levied at rate of 10% of amount of that particular items based on estimate. Further no consultancy fee will be paid for excess/extra items which is occurred due to faulty estimate.

#### 7.2.2 Liquidated Damages for delay

- a) In case of delay in completion of Services, including the preparation and submission of relevant reports/studies/surveys/deliverables as per the specified timelines in Annex 5 and in Work Order for Allied Works, liquidated damages not exceeding an amount equal to 0.1% (zero point One per cent) of the Consultancy Fee per day, subject to a maximum of 10% (ten per cent) of the Consultancy Fee will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant or attributable to Force Majeure, suitable extension of time shall be granted. However, in case of delay due to reasons beyond the control of the Consultant or attributable to Force Majeure, suitable extension of time shall be granted.
- b) In case of delay in providing or maintaining the manpower as outlined in table given in Annex 2 – Terms of Reference or as otherwise notified by the Authority during the term by the Consultant, the Authority may impose damages of 0.05% (zero-point zero five percent) of the Consultancy Fee on the Consultant for such default per instance, subject to a maximum of 10% (Ten per cent) of the Consultancy Fee. The Authority shall have the right to recover such damages from the Consultant in accordance with Clause 7.2.

#### 7.2.3 Encashment and appropriation of Performance Security

### **7.3 The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Consultant Contract or for recovery of liquidated damages specified in this Clause 7.2. Penalty for deficiency in Services**

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, the Authority may initiate action against the Consultant including debarring for a specified period or any other remedies available under law

## **8 FAIRNESS AND GOOD FAITH**

### **8.1 Good Faith**

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

### **8.2 Operation of the Consultant Contract**

The Parties recognise that it is impractical in this Consultant Contract to provide for every contingency which may arise during the life of the Consultant Contract, and the Parties hereby agree that it is their intention that this Consultant 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 Consultant Contract either Party believes that this Consultant 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 failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 10 hereof.

### **8.3 MONITORING OF SERVICES**

#### **8.4 Weekly and Monthly Status Reports**

During the Term, the Consultant shall, no later than 1 (one) day after the close of every week, furnish to the Authority a report in a format specified & approved by the authority. Further, the Consultant shall, no later than 7 (seven) days after the close of every month, furnish to the Authority a report in a format specified & approved by the authority stating in reasonable detail the progress made with respect to Services and possible delays (if any), including its compliance with the obligations with the Consultant Contract and shall promptly give such other relevant information as may be required by the Authority. Further it should also suggest remedial measure that should be taken to avoid any further delay of the project as part of the monthly report.

#### **8.5 Inspection of Services**

The Authority shall during the Term of this Consultant Contract have a right to make periodic inspections with respect to the Services provided by the Consultant and provide feedback. The Authority shall be entitled to make a report of such inspection (the “**Inspection Report**”) stating in reasonable detail any deficiency, if any, with respect to the Services and send a copy thereof to the Consultant within 7 (seven) days of such inspection.

#### **8.6 Remedial Measures**

The Consultant shall remove the deficiency, if any, set forth in the Inspection Report and furnish a report in respect thereof to the Authority within 15 (fifteen) days of receiving the Inspection Report.

In the event that remedial measures are not completed by the Consultant in conformity with the provisions of this Consultant Contract, the Authority shall be entitled to recover Damages from the Consultant at the rate of 0.2% of the Consultancy Fee per day up to an upper limit of 10% of the Consultancy Fee. If the deficiency is not remedied till that point, the Authority may terminate this Consultant Contract.

### **9A CHANGE OF SCOPE**

#### **9A.1 Change of Scope**

The Authority may, notwithstanding anything to the contrary contained in this Consultant Contract, require the provision of additional services which are not included in the TOR of this Consultant Contract (the “**Change of Scope**”). Any such Change of Scope shall be made in accordance with the provisions of this Clause 9A.



Any additional services which are provided under and in accordance with this Clause 9A shall form part of the Project and the provisions of this Consultant Contract shall apply *mutatis mutandis* to such works or services.

## **9A.2 Procedure for Change of Scope**

In the event of the Authority determining that a Change of Scope is necessary, it shall issue to the Consultant a notice specifying in reasonable detail the services contemplated thereunder (the “**Change of Scope Notice**”) and the resultant impact (increase or decrease) on the Consultancy Fee payable to the Consultant under this Consultant Contract .

Upon receipt of a Change of Scope Notice, the Consultant shall, with due diligence, provide to the Authority such information as is necessary, together with preliminary documentation in support within the stipulated time limit, subject to extension on mutual consent:

- (a) the impact, if any, which the Change of Scope is likely to have on the completion schedule; and
- (b) the options for implementing the proposed Change of Scope and the effect, if any,

Upon receipt of information set forth in Clause 9A.2, if the Authority decides to proceed with the Change of Scope, it shall convey its preferred option to the Consultant and the Parties shall, with assistance, thereupon of the Authority, make good faith efforts to agree upon the time and costs for implementation thereof. Upon reaching an agreement, the Authority shall issue an order (the “**Change of Scope Order**”) requiring the Consultant to proceed with the performance there. Upon failure to provide the details as set forth above in 9A.2(a) and 9A.2(b) within 30 days, Consultant will be liable for damages as per Clause 7.2.2. In the event that the Parties are unable to agree, the Authority may, by issuing a Change of Scope Order, require the Consultant to proceed with the performance thereof pending resolution of the Dispute.

Further it is to note that Consultant cannot make any changes in the scope independently, or execute the variation without prior written consent of the Authority.

## **10 SETTLEMENT OF DISPUTES**

### **10.1 Amicable settlement**

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

### **10.2 Dispute resolution**

10.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Consultant Contract (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “**Dispute**”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 10.3.

10.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Consultant Contract promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

### 10.3 Conciliation

In the event of any Dispute between the Parties, either Party may require such Dispute to be referred to the registrar / Building Committee and the Chairman of the governing body of the Consultant for amicable settlement, and upon such reference, the said persons shall meet no later than 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (seven) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 10.4.

### 10.4 Arbitration

10.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 10.3, shall be finally decided by reference to arbitration in accordance with Clause 10.4. Such arbitration shall be held in accordance with the provisions of The Gujarat Public Works Contracts Disputes Arbitration Tribunal Act, 1992 (*as amended from time to time*). The venue of such arbitration shall be Gandhinagar, and the language of arbitration proceedings shall be English.

10.4.2 Intentionally left blank.

10.4.3 The arbitrators shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Clause 10 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.

10.4.4 The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.

10.4.5 This Consultant Contract and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

**IN WITNESS WHEREOF, the Parties hereto have caused this Consultant Contract to be signed in their respective names as of the day and year first above written.**

SIGNED, SEALED AND DELIVERED

For and on behalf of  
Consultant:

(Signature)  
(Name)  
(Designation)  
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of  
Authority

(Signature)  
(Name)  
(Designation)  
(Address)

In the presence of:

1.

2.

## Annex-1: Site and INCITE Project

GBU envisions the establishment of a distinguished International Centre for Incubation and Translational Entrepreneurship (INCITE) at its base location on GIFT City Road, Gandhinagar.

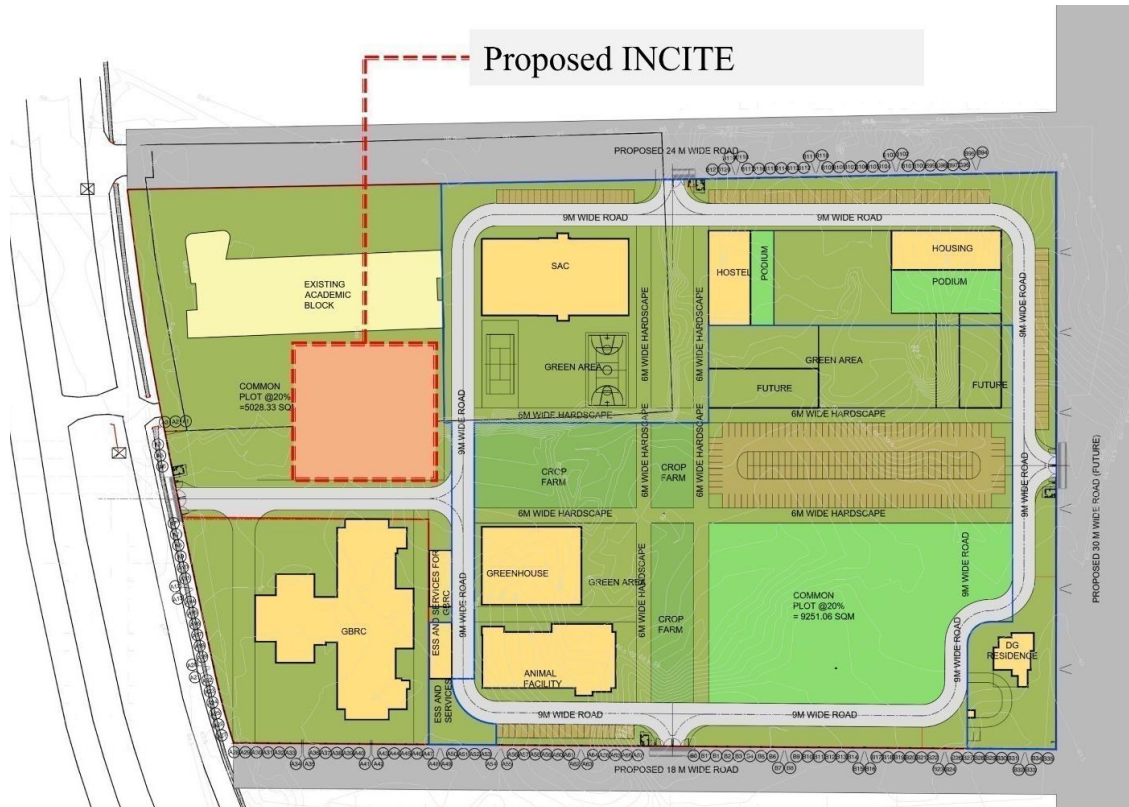


Figure 1: - Proposed Site for INCITE

The architectural concept for this facility is rooted in the aspiration to seamlessly complement the existing and future research and academic infrastructure at GBU. The structure will house two essential components: 1) state-of-the-art biotech incubation facilities and 2) auxiliary research facilities. To foster a secure and conducive environment for incoming incubatees, a deliberate spatial separation of these two entities is preferred.

Considering the multifaceted utilization of the facility, it is designed to beckon various entrepreneurs and academicians. Consequently, a commitment to a world-class aesthetic and finish is paramount. As the central facility of the University, the envisioned grand façade is not only a testament to its prominence but also a harmonious blend of aesthetic appeal and functional efficiency.

Acknowledging the dynamic nature of the space's potential uses, a flexible approach to design is strongly advocated, ensuring adaptability for multi-utilization purposes. The International Centre for Incubation and Translational Entrepreneurship aspires to be a beacon of innovation, collaboration, and excellence within the academic and entrepreneurial realms.

The tentative list of requirements of the facility is as below,

Sr.No.	Requirement	Specification
--------	-------------	---------------

1.	Grand Reception and waiting area	
2.	Exhibition space	Approx 1000sq.ft
3.	Space for Heavy instruments (ground floor) + temporary storage	Approx 1500sq.ft
4.	Common services (including banking facility, patent cell, Consultancy support)	
5.	Design and prototype lab	Approx 1000sq.ft
6.	Seminar/ Conference room	50-seater
7.	Hands-on training lab facility	Approx 1000sq.ft
8.	Common Large equipment area on one side, each floor	1200sq.ft
9.	Autoclave, Oven, Freezer- every alternate floor	Away from central air conditioning
10.	Modular/ Flexible Startup labs (Area 250sq.ft to 1000sq.ft)	in 10000 to 15000sq.ft
11.	2 Cell Culture facility	3000sq.ft (2000+1000)
12.	2-3 meeting rooms on each floor	6-10 seater
13.	Common informal seating space each floor	Approx 250sq.ft
14.	NABL lab one corner	2000sq.ft
15.	2 Microbiology labs	1000sq.ft
16.	3 Microbiology lab- Plant	300sq.ft each
17.	2 Microscopy room	250sq.ft each
18.	Tissue culture room+ plant genetic transformation	(1500+500) sq.ft
19.	IVD facility+ Drug Discovery + Histopathology lab	(500+500+250)sq.ft
20.	Fermentation facility	600sq.ft
21.	Rooms for – Algal Culture + Bacterial Culture + Fungal Culture+ Anaerobic Culture	1200sq.ft
22.	Envt. Bioreactor and prototype room (with Exhaust)	500sq.ft
23.	Upstream + Downstream process lab	700sq.ft
24.	AI and ML lab	1000sq.ft
25.	Nanobiotechnology lab	500sq.ft
26.	Flexible General lab 6	(4*1000)sq.ft each
27.	40 Faculty office space	100sq.ft each
28.	30 Cubicle – coworking space/ office space	100sq.ft each
29.	Library and e-content creation	10,000sq.ft
30.	Cold room and storeroom each floor	(300+500) sq.ft
31.	4 Executive Offices with washroom and PA office	
32.	4 Officer Cabin with attached washroom	
33.	16 Staff Cubicles and 30 Co-working/ hotdesking space	
34.	Large Meeting room (with washroom & pantry)	40 seater
35.	Separate lift for passenger and industrial for instrument	

Note: This is for indicative purpose only and may change while detailed design.

## **Annex 2: Terms of Reference/ Scope of Work**

*(Refer Clause 3.1.2)*

The following are the Terms of Reference and the Services to be provided by the Consultant:

### **Overall and specific objectives**

Planning, Survey, Designs, Drawings and appropriate approvals from GBU and other relevant Authorities concerned for satisfactory compliance to the statutory rules and regulations. Systematic approach to preparation of designs, drawings, details, estimation, preparation of tender documents, specifications, tendering procedures, selection of Contractors, and Contract Award must be exercised to maintain time schedules and completion time-frames at various stages.

All Designs & Drawings in accordance with Codal Provisions and Procedures under latest & relevant versions of Indian Standards with due focus on Earthquake Resistant Design of Structures, Safety, Stability, Durability & Serviceability shall be prepared by the Consultant. All Designs, Drawings, Details are subject to Technical Verification & Validation carried out for formal approval from Third Party Quality Assessment (Auditing) Consultant, before future release for construction purposes. Observance and implementation of Standards in regard to Biotechnology facilities & spaces' appropriation as per GoI Guidelines shall be complied with.

Formal development of Building Permission and Building use permission as per local body Byelaws shall be obtained by the Design Consultant. Necessary submission drawings and documents shall be prepared by the consultant and obtain permission of construction from local body. The necessary fees / charges of local body shall be paid by GBU.

The overall comprehensive work includes periodic development permissions, Environment Clearance, GRIHA/ LEED certification, Fire NOC, Height & Airport Clearance NOC, Horticulture NOC, Commencement Certificate, full occupancy certificate, permissions for water supply and drainage, Electrical Enhancement including all other necessary approvals/ permissions etc. and obtain the final occupancy certificate of the building. The necessary fees / charges of local body shall be paid by GBU.

Model as per Planning shall be prepared with the use of light wooden planks in scale of 1:4 or as directed by GBU. The expenses for the same shall be borne by the consultant.

### **A. Scope of Work**

#### ***Part I: Scope during Design phase***

##### ***i) Conduct assessment studies and Concept Development***

- Prepare design brief based on instruction/directives of Authority.

- The Consultant shall assess demand for all necessary infrastructure and services including but not limited to internal/external roads, water supply, sewerage, streetlight, storm water drainage, solid waste management and power and provide infrastructure layout and designs for the same.
- The Consultant shall carry out benchmark studies of similar facilities from across the world and carry out an analysis of the facilities.
- The Consultant shall prepare and present to the Authority conceptual plans, preliminary concept drawings and Architectural drawings, preliminary concepts for research spaces as well as presentation in accordance with Authority's vision for the respective projects. These plans, drawings and concepts shall form the basis of detailed engineering and drawings, final technical specifications, and final cost estimates with detailed measurements.
- Along with the building, the development shall also include related utility service provisions, biotechnology themed external attractions, common spaces, external landscaping and supporting infrastructure.
- Substantial changes and iterations may be required solely on account of or in connection with terms of reequipment list and user interaction, which would be done through intensive consultation with the Authority, subject matter experts and through a feedback mechanism. The Service Provider shall ensure required experts are available for consultation with Authority during design and detailing and /or as and when required by the Authority.
- The Service Provider shall prepare a video and presentation of the conceptual design when called upon for the presentation. The video must be in HD (720p), include a walkthrough of 5min and must adequately elaborate on the conceptual plan of the development.
- All the components including but not limited to flooring, building finishes, roof and ceiling, interiors including furniture or seating area, fixtures and fittings, and walls, and enclosures should be designed to be built of high end materials of international standards.
- The Service Provider shall consider interconnectivity provisions between the existing facility and newly proposed project building in the design.
- The Service Provider while designing/conceptualizing the project shall ensure that project caters to every advancing field of science and hence the building needs to be flexible to incorporate changes.

***ii) Studies and Investigations***

- The Service Provider shall identify impact of existing and/or proposed development on its immediate environs and shall undertake necessary steps to minimize the impacts based on Authority's suggestion.
- Suggest associated concepts for incorporation and give a clear recommendation on possible development options or construction methodologies.

- The Service Provider shall identify and submit a report of all applicable site development and building construction norms such as Development Control Regulations, Statutory Master Plan, approvals with municipal corporation and Environment regulations, approval processes to be undertaken, etc.
- The Service Provider shall submit timely reports on all the required site studies and/or investigations to the Authority or the independent engineer as the case may be.
- The Service provider has to carry out soil exploration of the area from approved laboratory and submit the detailed report of the same. Moreover they have to carry out the trial pits at various location where building are to be constructed to arrive at accurate data of soil bearing capacity. They have to carry out precise contour survey of the campus to enable the accurate designing of network services. The testing shall be carried out in Government (R&B Dept) approved laboratory. Only necessary tests need to be carried out well in advance to ensure that test result do not cause change in structural design or estimates.
- The Service Provider shall do liaising and obtain all necessary and statutory approvals including environmental clearance as may be required for the Project as per relevant norms.

iii) ***Detailed Design and Cost Estimation:***

- Prepare the service plans for circulation, entry-exit plans considering emergency situations and others including plans for transportation of movable and immovable components, machinery or equipment as per requirement and in compliance with national and international standards.
- Prepare detailed architectural drawings, technical specifications, structural designs & all MEPF, façade drawings etc., and schedule of materials and finishes for all components of the Project including infrastructure and services required for development of the building.
- The Service provider shall assess the existing infrastructure of Gujarat Biotechnology University before designing the new infrastructure and try to maximise to use the existing infrastructure which includes nearby project site ancillary right of way and roads etc.
- Develop landscape plan along with detailed drawings and specifications if any
- Prepare service plans related to water supply, sewerage, storm water drainage, specialised gases, solid waste management, fire hydrants schemes, roads, street lighting, telephone system, electrical, Internet cabling and other related or other specialized services.
- The site planning and design shall be based upon principles of sustainable development and green initiatives, resulting in minimum impact on natural environment.
- The Service Provider shall incorporate principles of water conservation, use of non-conventional energy sources, energy conservation and efficiency, low pollution, water recycling and hazard/disaster mitigation while planning infrastructure and services.



- The Service Provider shall prepare disaster management plan for the hazards to which site/Project is exposed to such as flood, cyclone, earthquake, rain, fire etc., if applicable
- The Service Provider shall prepare detailed lay out and refined drawings for site plan, floor plans, elevations, sections etc., with 3D perspectives, wherever necessary for the Project.
- The Service Provider shall prepare detailed architectural drawings and interior designs of all the Project components and facilities
- The Service Provider shall prepare detailed implementation plan of the Project including but not limited to Construction schedules and detailed procurement plans.
- The Service Provider shall provide “Basis of Planning & Design” report covering all assumptions, basis of planning and design and various other details related to all buildings and facilities to be provided at site.
- Detailed designs and drawings shall be complete in all respects and sufficient for initiating Project execution. All designs and drawings should follow the prevalent country norms and standards and industry benchmarks and relevant latest IS Codes
- Detailing of each item should include BOQ, estimated cost, specifications, and list of recommended makes/manufacturers/suppliers.
- The Consultant is required to recommend at least three makes for every material/fitting proposed to be used in the work. The quality and the price of the recommended makes should be comparable to each other and be the best available in the market.
- The 'List of Approved Makes' is required to be finalized in consultation with Authority before proceeding with the rate analysis. Consultant shall have to justify the recommendation for makes suggested.
- Submit the detailed designs and cost estimates with measurements to the Authority for approval on the basis of latest Gujarat SOR. If the material/item is not available in Gujarat SOR then the Delhi SOR should be referred. In case of non-availability of item in the SOR's then Rate analysis shall be submitted or used.
- The Service Provider shall submit an updated and modified walkthrough, of the entire PROJECT, as a part of this milestone, integrating the final designs and detailing, as approved by the Authority.
- The Service Provider shall provide all the required GFC drawings, specifications, scope of work, estimates as would be required towards appointment of the Contractor by the Authority.

iv) **Approval from Independent Engineer:**

- The Service Provider has to submit all the drawings/GFC drawings and Cost Estimation along with the supporting data for review of the independent engineer. independent engineer shall be appointed by the Authority.
- The Service Provider has to respond to the comments made by the independent engineer on the review and incorporate the necessary modifications required for approval.

- The Service Provider shall be responsible for liaising and obtaining approval from independent engineer on the drawings prepared and submitted as may be required. The structural drawings shall be approved from R&B Department GoG or government institutes such as IIT, NIT etc approved by the authority.

**Part II: Scope during Construction phase**

- The Consultant shall maintain a “Project Team” in his office consisting of adequate key personnel during the construction phase and render advice to the Client and the Implementing Agency as and when called upon..
- The Consultant shall provide structural vetting of the work done on site. He will be liable to check the casting done by the CMA.
- A separate “ Project Management Consultant” (PMC) may be appointed for the project management supervision, quality control, measurement of works, certification of running bills. The Design Consultant should provide technical support to PMC and Authority whenever there are eventual minor changes taking place during the construction time including site visit on requirement basis.
- The Project Management Consultant is responsible to prepare the “As built drawings”. The Architectural Consultant shall give necessary coordination such as providing soft copies, clarification, meetings at site or in office... etc.
- The Consultant shall verify the brickwork, plastering, painting and other finishing work executed by CMA.
- Consultant need to assist GBU in all design related things as and when required till the completion of construction work
- If required due to site conditions or any requirement of the authority or any other reason, the Consultant shall provide revised GFC drawings during the construction phase within 10 days of correspondence.
- Review any issue/ concern raised by the CMA and suggest Authority on the possible actions that can be taken within 7 (seven) days of receipt of such letter.

Notwithstanding anything contained above, the Consultant shall provide following key personnel who shall discharge their respective responsibilities as specified below on full time/ part time basis on project site during the development of INCITE building as well as Allied works:

S N	Position	No.	Qualification	Roles and Responsibility	Duration of Deployment	
					Design	Construction
1	Team Leader	1	<ul style="list-style-type: none"> <li>• Graduate in Architecture and registration with Council of Architecture</li> <li>• B. Arch or B. Tech civil or equivalent +</li> </ul>	<ul style="list-style-type: none"> <li>• Overall Responsibility for delivery of Services. Single point of contact with client</li> <li>• Attend review meetings and based on the feedback of client,</li> </ul>	Once a week and as and when required by the Authority/ Project Requirement	Once a month at Project Site and Client office or intermittent as per Project Requirements

S N	Position	No.	Qualification	Roles and Responsibility	Duration of Deployment	
					Design	Construction
			<p>Minimum 15 years of experience in handling large size government projects.</p> <p>Or</p> <ul style="list-style-type: none"> <li>• M.Arch or ME Civil or M. Tech Civil or equivalent + Minimum 12 years of experience after graduation in handling large size government projects.</li> <li>• Experience as Team Leader / Principal Architect</li> </ul>	coordinate with respective internal teams for end delivery		
2	Senior Architect	1	<ul style="list-style-type: none"> <li>• Graduate in Architecture and registration with Council of Architecture</li> <li>• Either on payroll of the firm since last 10 years or should be a partner in the Bidder's company</li> <li>• B. Arch + Minimum 12 years of experience after graduation in Design of Infrastructure / Building In government</li> </ul>	<ul style="list-style-type: none"> <li>• Preparing Concept Designs and Drawings</li> <li>• Preparing the Architectural Drawings</li> <li>• Incorporate the feedback of client at different stages of the Project</li> </ul>	Twice a week and as and when required by the Authority/ Project Requirement	Once a fortnight at Project Site and Client office or intermittent as per Project Requirement

S N	Position	No.	Qualification	Roles and Responsibility	Duration of Deployment	
					Design	Construction
			projects  Or <ul style="list-style-type: none"> <li>• M.Arch + Minimum 10 years of experience after graduation in Design of Infrastructure / Building In government projects.</li> </ul>			
3	Junior Architect	1	<ul style="list-style-type: none"> <li>• Graduate in Architecture and registration with Council of Architecture</li> <li>• B. Arch + Minimum 6 years of experience after graduation in Design of Infrastructure / Building In government projects.</li> </ul>	<ul style="list-style-type: none"> <li>• Preparing Concept Designs</li> <li>• Preparing the Architectural Drawings</li> <li>• Preparing the Good for Construction Drawings (GFC).</li> <li>• Provide Weekly Progress Reports on the status of Progress of Works</li> </ul>	Will be located at authority office entirely during the design phase	As and when required.
3	Structural Engineer	1	<ul style="list-style-type: none"> <li>• M.Tech / M.E in structures + Minimum 7 years of experience after graduation in handling structural design of multi-storeyed buildings.</li> </ul>	<ul style="list-style-type: none"> <li>• Prepare structural drawings of the building as per the load calculation and BIS codes and norms.</li> <li>• Approval of the structural design and drawings from the competent authority.</li> </ul>	Twice a week and as and when required by the Authority/ Project Requirement	Once a fortnight at Project Site and Client office or intermittent as per Project Requirement
4.	Electrical/ Mechanical Engineer	1	<ul style="list-style-type: none"> <li>• B. Tech / B.E in electrical / mechanical engineering + Minimum 7 years of experience after graduation in</li> </ul>	<ul style="list-style-type: none"> <li>• Plan &amp; design electrical drawings and electrical and HVAC estimates of the building as per the requirement.</li> <li>• Approval of electrical drawings and it's</li> </ul>	Once a week and as and when required by the Authority/	Once a fortnight at Project Site and Client office or

S N	Position	No.	Qualification	Roles and Responsibility	Duration of Deployment	
					Design	Construction
			handling of multi-storeyed buildings.  Or  M. Tech / M.E in electrical / mechanical engineering + Minimum 5 years of experience after graduation in handling of multi-storeyed buildings.	estimates.	Project Requirement	intermittent as per Project Requirement
5	Project Coordinator	1	<ul style="list-style-type: none"> <li>• B. Arch or B. Tech civil or equivalent + Minimum 5 years of experience in handling large size government projects.</li> <li>Or</li> <li>• M. Arch or M.E Civil or M. Tech Civil or equivalent with Minimum 3 years of experience post-graduation in handling large size government projects.</li> </ul>	<ul style="list-style-type: none"> <li>• Responsible for all Day-to-Day coordination with client until the finalization of the Contractor</li> </ul>	As per requirement of GBU	Once a week or As per the requirements of the Project

The above indicated manpower is the minimum expected manpower required to be deployed by the Consultant during the design phase as well as during the construction phase until the handover is taken by the Authority. The deployment of the above-mentioned Key Personnel shall be as per the specifications of the Contract. The Consultant shall assess its scope during the project and

during the construction phase, Consultant will deploy the manpower to the site or the authority's office as mentioned in the above table.

### **B. List of Deliverables**

The following are the minimum deliverables that the Service Provider must provide as per the Scope mentioned in above-

<b>Activity</b>	<b>Deliverables (including but not limited to and after due approval of the Authority)-</b>
a) Concept Development	<b>Conceptual / Site plan</b>
	Conceptual Plans, Elevations & Sections with zoning & Areas demarcated for all proposed development options
	Inception project report.
	Rendered 3D views with walkthrough. Block Cost Estimate with Finishing Schedule
b) Studies and Investigations	<b>Design Basis Report inclusive of</b>
	1. Facilities List for consideration and selection
	2. Associated concepts and statutory regulations for incorporation as per best practice.
	3. Soil Test and Contour Report 3.Environmental Clearance for the Project as per the norms
c) Detailed Design and Cost Estimation (List of Drawings to be referred below)	<b>Detailed Design Report:</b>
	1.Detailed Design Report with Masterplan & Site plan with external services, coordinated plan and landscape drawings with hardscape & softscape details.
	2. Submission of approved detailed architect planning & designing of all structures, electrification with electrical layout, services, electrification, HVAC, MGPS, OT fire safety, security, elevators.
	3. Interior package including details of all zones with all proposed elements/ facilities, laboratories (complete detailing for the research space including but not limited to workspace, hotdesking, meeting space, equipment space with supporting infrastructure) with false ceiling flooring & wall cladding/ partitions general as well as in line with a biotech research environment wherever required.
	4. Final Rendered 3D views (including interiors) with updated walkthrough.
	5. Detail and general arrangement (GA) drawings of all services including Structure, HVAC, Electrical, ICT, plumbing & firefighting & other specialized services.
	6. Detail cost estimate with Specifications and Make with finishing schedule including but not limited to components, fixtures and fittings, flooring, building finishes, roof and ceiling, interiors including furniture or seating area, laboratory furniture and fixtures and walls, show casings and enclosures.

<b>Activity</b>	<b>Deliverables (including but not limited to and after due approval of the Authority)-</b>
	Inputs to Construction Contract: Draft RFQ/RFP and contract document including all technical schedules, specifications, drawings, and inputs as would be required for the appointment of the CMA by the Authority.
	Submission of analysis of bids and recommendation of lowest eligible bidder
	Submission for Technical Sanction from independent engineer/ R&B on the drawings and cost estimate provided. Independent engineer shall be appointed by the Authority.
d) Approval from Independent Engineer and other Statutory bodies	all types of permission (plan passing, BU permission, civil aviation, and any other permission which requires) from local body as well as approving authority
e) Service during Construction phase	<ul style="list-style-type: none"> <li>• Construction verification with the GFC.</li> <li>• Revision of drawings as per site conditions (If required)</li> </ul>

### **C. Drawings & Designs**

1. Architectural Plans to scale 1: 100 min. A lay-out plan scale 1:100 to 1:500 etc. depending upon area of the plot showing existing buildings etc.

2. Horizontal Plans for each floor showing thickness of ext. and int. walls, and openings, dimension, and use of all elements

3. Vertical Plans (Facades), showing openings, int. & ext. projections Sections (cross /longitudinal from the highest level in the building to slightly below the ground level

showing elements of the building, levels of roofs, openings, floors and the main building materials. N.B. Detailed drawings for doors, windows, stairs etc. shall be submitted in appropriate scales 1:50, 1:20, 1:10 as necessary for error-free, convenient estimation, and for construction processes

4. Electrical/Lighting Plans in scale 1:100 showing layout of connections with Elect. Symbols

5. Plumbing /Water Supply Plans in scale 1:100 min. in each floor including roof plan with drainage slopes etc.

6. Sewage Disposal: Suitable, convenient for inspection chambers, manholes, layout of underground service lines., survey coordinates

7. Boundary Walls: Cross Sections, Elevations with details.

8. Structural design & drawings must be supported with design criteria, calculations, reinforcement schedules mentioning component wise total weight, layout of reinforcement and bar – bending schedules as per Standards & Practices.

9. Acoustics

10. Computer System including Networking.

11. UPS, Back-up Power Source and Intelligent Lighting System etc.

12. DG Sets

13. Fire Alarm & Fire Fighting System, MGPS, OT, HVAC services
14. Access Control System
15. Exterior Façade with Suitable display of logo
16. Zoning and demarcation showing areas of immediate and future development
17. Roads, walkways, cycle paths and other minor access ways, campus peripheral walkway with trees on both sides for residents quarters and road.
18. Separate Water distribution lines, one for potable water and another for recycled water for flushing, gardening etc., including pumping stations, storage tanks etc.
19. Storm water collection system for ground, terrace & roof and to be integrated with rainwater harvesting system.
20. Solid (dry & wet) waste management system
21. Separate sewerage system for grey & black water with treatment plants, storage tanks. Treated effluent (recycled water) to be used for flushing, gardening etc. Efforts to be made for Zero discharge concept.
22. Landscaping and horticulture for developing a Lush green campus.
23. Individual building locations and grouping, functional zoning. Different building blocks / units should not stand in isolation but should be contiguous with all – weather connectivity to each other. Each block should form integral part of group of blocks.
24. Other common facilities, logistical facilities like security, firefighting system, compound wall, gate, surveillance etc.
25. Systematic & modern parking facilities for vehicles. Parking on open to sky area are to be covered by tree canopy.
26. Telephone lines and exchanges including incoming facility of service provider.
27. Electrical substations with location and power cable routing including incoming facilities.
28. Internet connectivity, data lines and switches, Wi-Fi.
29. Roof top photo voltaic solar electricity generation system for campus.
30. Solar hot water facility with dedicated pipeline.
31. Perforated pavement to facilitate percolation of rainwater.
32. Recycled / Natural material / Product to be preferred if found suitable. Efforts to be made to minimize carbon footprint of campus.
33. Measures to counter the effect of hot weather, particularly for west facing wall and roofs exposed to sunlight / heat.
34. Measures for water conservation / savings
35. Measures for energy conservation / savings
36. Concept for taking advantage of natural light & air in buildings.



37. Vertical gardening
38. Intelligent Building Management System (IBMS)
39. The lay out shall be designed with all the parameters to suit the large area development provisions of GRIHA/ LEED/ rating.
40. The entire campus shall be designed as barrier free as per the guidelines of Supreme Court of India.
41. For the Master Plan, 3D computer image & 3D walkthrough presentation shall be prepared & presented to the committee for approval.
42. While designing this building, it may be seen that exterior view of the design matches with surrounding development and locality. The map of the existing available land for this project are attached with technical document and also in the web site.
43. Feasibility of adopting air cooling system with humidity and noise control for large / general / secondary area of building and it's adoption if decided. To examine & to adopt if found OK, the augmentation of this concept with air conditioning for large area to reduce energy bill.
44. Academic and administrative campus, hostel campus, staff residence campus, sports complex with playgrounds are to be separated with controlled interconnectivity.
45. The appropriate drawings required for execution shall have to be made as per project requirements & following good engineering practices.
46. Internal and external finishing details with area chart.

Any other items of work not mentioned specifically in the scope of work but required/felt necessary for the completion of the project as a whole in all respects shall be deemed to be included in the scope as well as in the fee quoted by the tenderer and no extra claim shall be admissible on this account.

#### **D. Procedure for submission & acceptance approval**

Upon formal acceptance of the first set of submission to PIU/ TPQA/ supervision consultant and after compliance to comments, Consultants shall submit:

- i) 5 Sets of hard copies of drawings in at least. A3 size or larger duly spiral bound for PIU's use
- ii) One set of Soft Copy in Autocad for PIU's Records & References.

Copyrights: The Authority shall have the sole copyright ownership of the design as an entity and purchased as such. It must be expressed on all designs & drawings as a footnote. All designs & drawings shall carry Authority's Name Plate (as approved) at the bottom right-hand-side corner of drawing sheets.

### **Annex-3: Deployment of Personnel**

<b>Sr.No.</b>	<b>Name</b>	<b>Qualification</b>	<b>Experience</b>	<b>Designation</b>

### **Annex-4: Cost of Services<sup>+</sup>**

<b>Total Consultancy Fee is</b>	..... % (.....percent) of Actual Project Cost <sup>+</sup>
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+The Consultancy Fee shall be exclusive of applicable GST, which shall be paid extra by the Authority as per the Consultant Contract. The Consultancy Fee shall be payable as per terms of Annex 5 read together with Clause 06 of this Consultant Contract.

### **Annex-5: Timeline for InCITE**

Timeline schedule linked to the specified deliverables for Incite is given below:

<b>Milestone No.</b>	<b>Description of Milestones – Progress in Performing the Activities in Terms of Reference</b>	<b>Timeline</b>
<b>Design Phase</b>		
1	Completion of Concept Design including All Services, Utilities and Infrastructure Required for the entire Project as per the Terms of Reference	1 Month
2	Completion of Detailed design and Cost estimation after Studies and Investigation including all Services, utilities and infrastructure required for the entire Project as per the Terms of Reference	3 Months
3	Approval from the Independent Engineer/ R&B for the Detailed Design and Estimate including All Services, Utilities and Infrastructure as per the Terms of Reference	4 Months
4	After selection and issuance of the LOA to the Construction Maintenance Agency (s)/ Construction Agency(s)	5 Months
<b>Construction Supervision</b>		
5	Payment in proportion to the works completed by the CMA (Financial progress in value terms).	17 Months

# Excludes any additional time taken by the Independent Engineer appointed by the Authority or Engineer, R&B in reviewing the detailed designs and drawings.

## Annex-5A: Payment Schedule

Payment schedule linked to the specified deliverables is given below:

Milestone No.	Description of Milestones – Progress in Performing the Activities in Terms of Reference	Payment as % of Consultancy Fee
<b>Design Phase</b>		
1	Completion of Concept Design including All Services, Utilities and Infrastructure Required for the entire Project as per the Terms of Reference	5%
2	Completion of Detailed design and Cost estimation (including all the drawings listed above in Terms of Reference) after Studies and Investigation including all Services, utilities and infrastructure required for the entire Project as per the Terms of Reference	20%
3	Approval from the Independent Engineer/ R&B for the Detailed Design and Estimate including All Services, Utilities and Infrastructure as per the Terms of Reference	25%
4	After selection and issuance of the LOA to the Construction Maintenance Agency (s)/ Construction Agency(s)	10%
<b>Construction Supervision</b>		
5	Payment in proportion to the works completed by the CMA (Financial progress in value terms).	35%
6	Issue of B.U. Permission or three months after completion of construction; whichever is later	5%

The above table shall be read conjugation of the following:

**For S.No. 1 to 3 calculation** of the Fee shall be calculated on Estimated Project Cost of the InCITE and Allied works separately i.e 65 Crores for InCITE and 15 Crores for Allied Works.

**For S.No. 4 calculation:** The shortfall/excess amount shall be reconciled once Actual Project Cost for InCITE and Allied works is finalised i.e., after the Construction and Maintenance agency fee is finalized

**For S.No. 5 calculation** of the Fee shall be based on the Actual Project Cost in constructing InCITE by Construction and Maintenance agency.

1. The Consultant hereby acknowledges and agrees that it is not entitled to any revision of the Consultancy Fee or other relief from the Authority except in accordance with the express provisions of this Consultant Contract.
2. Amount to be paid to Consultant during the construction phase would be made on monthly/ incremental basis which would be proportionate to the value of the works being completed by the Construction and Maintenance Agency for the claim period.
3. The timeline for INCITE shall be as per Annex 5.
4. The payment schedule for the allied works will be made as per above percentage and based on timeline decided by the authority and the bidder in Work order.



## Annex-6: Bank Guarantee for Performance Security

(Refer Clause 7.1.2)

Dated [●]

Authority

.....  
.....  
.....  
.....

Dear Sir,

1. We understand that [●], (the “Service Provider”) has entered into a Consultant Contract dated [●](the “ **Consultant Contract**”), with the Authority, whereby the Service Provider has undertaken to provide the Services, subject to and in accordance with provisions of the Consultant Contract.
2. The Consultant Contract requires the Service Provider to furnish a Performance Security to the Authority in a sum of Rs. [●] (Rupees [●] Lakh) (the “**Guarantee Amount**”) as security for due and faithful performance of its obligations, under and in accordance with the Consultant Contract, during the Term as per the provisions of the Consultant Contract.
3. We [●], through our Branch at [●](the “**Bank**”) have agreed to furnish this Bank Guarantee by way of Performance Security

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Consultant’s obligations during the Term, under and in accordance with the Consultant Contract, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Consultant, such sum or sums upto an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Authority, under the hand of an Officer duly authorized by the registrar / Building Committee, that the Consultant has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Consultant Contract shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Consultant is in default in due and faithful performance of its obligations during the Term under the Consultant Contract and its decision that the Consultant is in default shall be final, and binding on the Bank, notwithstanding any differences between the Authority and the Consultant, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Consultant for any reason whatsoever.
3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the

Bank were the principal debtor and any change in the constitution of the Consultant and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Consultant before presenting to the Bank its demand under this Guarantee.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Consultant Contract or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the Consultant contained in the Consultant Contract or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Consultant, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Consultant Contract and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Consultant or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Consultant Contract or for the fulfilment, compliance and/or performance of all or any of the obligations of the Consultant under the Consultant Contract.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, not later than 6 (six) months from the date of expiry of this Guarantee, all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Performance Security shall cease to be in force and effect after expiry of a period of 3 months post expiry of Term of Consultant Contract and provided the Consultant is not in breach of this Consultant Contract. On successful completion of such period and upon request made by the Consultant for release of the Performance Security along with the particulars required hereunder, duly certified by a statutory auditor of the Consultant, the Authority shall release the Performance Security forthwith.
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent



by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period of [●] years and [●] months or until it is released earlier by the Authority pursuant to the provisions of the Consultant Contract.

Signed and sealed this .... Day of ..... 2024

**SIGNED, SEALED AND DELIVERED**

For and on behalf of the BANK

By:

Signature:

Name:

Designation:

Address: