



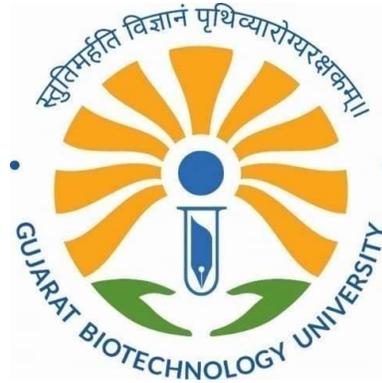
Department of Science and Technology,
Government of Gujarat



REQUEST FOR PROPOSAL

Volume II: Draft PMC Contract

**For Review, Monitoring, Technical Inputs
and Construction Supervision for InCITE
& Allied Works
at Gujarat Biotechnology University**



Issued by:
**Gujarat Biotechnology University,
GIFT City,
Gandhinagar- 382355**

24 March 2026

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PMC CONTRACT

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

Gujarat Biotechnology University, represented by Registrar, and having its office at GIFT UDA, GIFT City road, Gandhinagar- 382355, Gujarat, India, (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

[●], a [●], incorporated under the provisions of the [●] 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 successors and permitted assigns and substitutes) of the Second Part.

(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 project management consultancy for Review, Monitoring, Technical Inputs and Construction Supervision for InCITE & Allied Works at Gujarat Biotechnology University.
- C. The Authority had invited proposals vide Request for Proposal Document No. [●] dated [●] (the "**Tender Notice**") for appointment of Project Management Consultant (PMC) For Review, Monitoring, Technical Inputs and Construction Supervision InCITE & Allied Works at Gujarat Biotechnology University;
- D. After evaluation of the Bid(s) 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 PMC Contract.
- E. The Consultant has agreed to undertake and perform its obligations with respect to the development of the InCITE Building and Allied Works at GBU, 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 PMC Contract, the sufficiency and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. ARTICLE 1: DEFINITIONS AND INTERPRETATION

1.1. Definitions

1.1.1. The words and expressions beginning with capital letters and defined in this PMC Contract (including those in Article 23.1 shall, unless the context otherwise requires, have the meaning ascribed thereto herein, and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules.

1.2. Interpretation

1.2.1. In this PMC 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 table of contents, headings or sub-headings in this PMC Contract are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this PMC Contract.
- (e) 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.
- (f) any reference to any period of time shall mean a reference to that according to Indian Standard Time.
- (g) any reference to day shall mean a reference to a calendar day;
- (h) references to a “business day” shall be construed as a reference to a day (other than a Sunday) on which banks in Ahmedabad/Gandhinagar, Gujarat are generally open for business.
- (i) any reference to month shall mean a reference to a calendar month as per the Georgian calendar.
- (j) references to any date, period or project milestone shall mean and include such date, period or project milestone as may be extended pursuant to this PMC Contract.
- (k) 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 PMC Contract is not a business day, then the period shall run until the end of the next business day;
- (l) the words importing singular shall include plural and vice versa.

- (m) references to any gender shall include the other and the neutral gender.
- (n) “lakh” means a hundred thousand (1,00,000) and “crore” means ten million (10,000,000);
- (o) “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.
- (p) references to the “winding-up”, “dissolution”, “insolvency”, or “reorganization” 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, reorganization, dissolution, arrangement, protection or relief of debtors;
- (q) any reference, at any time, to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license 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;
- (r) any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this PMC Contract from or by any Party shall be valid and effective only if it is in writing under the hand of a duly authorized representative of such Party, as the case may be, in this behalf and not otherwise.
- (s) the Schedules, Annexes and Recitals to this PMC Contract form an integral part of this PMC Contract and will be in full force and effect as though they were expressly set out in the body of this PMC Contract.
- (t) references to Recitals, Articles, Clauses, Sub-clauses, or Schedules in this PMC Contract shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses and Schedules of or to this PMC Contract, and references to a Paragraph shall, subject to any contrary indication, be construed as a reference to a Paragraph of this PMC Contract or of the Schedule in which such reference appears; and
- (u) the Damages payable by either Party to the other of them, as set forth in this PMC 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.

- 1.2.2. Unless expressly provided otherwise in this PMC Contract, any Documentation required to be provided or furnished by the Consultant to the Authority shall be provided free of cost and in three copies, and if the Authority is required to return any such Documentation with their comments and/or approval, they shall be entitled to retain two copies thereof.
- 1.2.3. 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.
- 1.2.4. Any word or expression used in this PMC Contract shall, unless otherwise defined or construed in this PMC Contract, bear its ordinary English meaning and, for these purposes, the General Clauses Act 1897 shall not apply.

1.3. Measurements and arithmetic conventions

- 1.3.1. 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.

1.4. Priority of agreements and errors/discrepancies

- 1.4.1. This PMC Contract, and all other agreements and documents forming part of this are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this PMC Contract, the priority of this PMC Contract agreement and other documents and agreements forming part hereof shall, in the event of any conflict between them, be in the following order:

- (a) this PMC Contract; and
- (b) all other agreements and documents forming part hereof (including the Tender Notice),

i.e., the PMC Contract at (a) above shall prevail over the agreements and documents at (b) above.

- 1.4.2. Subject to Clause 1.4.1, in case of ambiguities or discrepancies within this PMC Contract, the following shall apply:

- (a) between two or more Clauses of this PMC 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 PMC Contract and the Schedules, the Clauses shall prevail and between Schedules and Annexes, the Schedules shall prevail.
- (c) between any value written in numerals and that in words, the latter shall prevail.

2. ARTICLE 2: SCOPE OF SERVICES

2.1. Scope of Services

2.1.1. The scope of Services to be performed by the Consultant in connection with the Gujarat Biotechnology University shall include the undermentioned services (“Services”), during the Term:

- ~~a) Services set out under Schedule C, Part II (A) before the commencement of Construction and Execution of Works i.e., Pre-Construction Phase.~~
- b) Services set out under Schedule C (I) during the Construction and Execution of Works.
- c) Services set out under Schedule C (II) Post-Construction Services.

2.1.2. Performance and fulfilment of all other obligations in accordance with the provisions of this PMC Contract and discharge of matters incidental thereto or necessary for the performance of any or all of the obligations of the Service.

3. ARTICLE 3: TERM OF AGREEMENT

3.1. Term

- 3.1.1. Subject to and in accordance with the provisions of this PMC Contract, the Applicable Laws and the Applicable Permits and Good Industry Practice, the Authority hereby appoints the Consultant as the Project Management Consultant, and the Consultant hereby agrees to perform the Services set out in Clause 2.1 in connection with the development of the Project.
- 3.1.2. Subject to and in accordance with the provisions of this PMC Contract, the Consultant shall provide the Services set out in Schedule C during the undermentioned periods: -
- (a) **For Services set out under Schedule C, ~~Pre-Construction Phase and Construction Phase~~:** The ~~combined~~ duration for completion of ~~Pre-Construction phase and~~ Construction Phase shall be of 24 months or till the completion of Construction Phase whichever is later, commencing from the date of the commencement of the **work order** ~~Pre-Construction Phase~~.
- It is clarified that the **work order** ~~Pre-Construction Phase~~ shall commence on the effective date of this PMC Contract.
- (b) **For Services set out under Schedule C i.e., Post Construction Phase:** A period of 12 months, commencing from the date of completion of Construction Phase of the Project.
- 3.1.3. The Term of the PMC Contract shall commence from the Commencement Date and end on the expiry of the period set out in Clause 3.1.2 (b) (unless the PMC Contract is terminated earlier by issuance of a Termination Notice by any Party) (“**Term**”)

4. ARTICLE 4: CONDITIONS PRECEDENT

4.1. Conditions Precedent

- 4.1.1. Save and except as expressly provided in this PMC Contract, the respective rights and obligations of the Parties under this PMC Contract shall be subject to the satisfaction in full of the condition's precedent specified in this Clause 4.1 (the "**Conditions Precedent**").
 - 4.1.2. The Consultant may, upon fulfilling the Conditions Precedent in Clause 4.1 require the Authority to satisfy any or all of the Conditions Precedent set forth in Clause 4.1.3 within a period of 15 (fifteen) days of the notice, or such longer period not exceeding 45 (forty-five) days as may be specified therein.
 - 4.1.3. The Conditions Precedent required to be satisfied by the Authority shall be deemed to have been fulfilled when the Authority shall have issued to the Consultant a notice to proceed ("**NTP**") with respect to the development of the InCITE & Allied Works at Gujarat Biotechnology University.
 - 4.1.4. The Conditions Precedent required to be satisfied by the Consultant shall be deemed to have been fulfilled when the Consultant shall have provided Performance Security to the Authority.
- 4.2. Upon request in writing by any of the Parties, the other Party may, in its discretion, waive any of the Conditions Precedent set forth in this Article 4 or permit additional time to meet any of the Conditions Precedent set forth in this Article 4;
 - 4.3. Each Party shall promptly inform the other Party when any Condition Precedent for which it is responsible has been satisfied.
 - 4.4. The date on which the Condition Precedents are satisfied by the Authority and Consultant shall be the Commencement Date for commencement of Term.

5. ARTICLE 5: RIGHTS AND OBLIGATIONS OF THE CONSULTANT

5.1. Obligations of the Consultant

- 5.1.1. Subject to and on the terms and conditions of this PMC Contract, the Consultant shall at its cost and expense undertake to provide the agreed Services with respect to the development of the InCITE & Allied Works at Gujarat Biotechnology University and observe, fulfil, comply with, and perform all its obligations set out in this PMC Contract or arising hereunder.
- 5.1.2. The Consultant shall comply with all Applicable Laws and Applicable Permits (including renewals as required) for the performance of its obligations under this PMC Contract.
- 5.1.3. Subject to Clauses 5.1.1 and 5.1.2, the Consultant shall discharge its obligations in accordance with Good Industry Practice and as a reasonable and prudent person.
- 5.1.4. The Consultant hereby accepts and agrees to discharge obligations herein and provide the Services, subject to and in accordance with the terms and conditions set forth herein:
- 5.1.5. Subject to and in accordance with the provisions of this PMC Contract, the Consultant shall be obliged or entitled (as the case may be) to:
 - (a) Right of access to the Site of the Project for the purpose of performing and fulfilling all of the Consultant's obligations under this PMC Contract.
 - (b) Perform the Services as per the terms and conditions of this PMC Contract including Applicable Laws, Applicable Permits and Good Industry Practice.
 - (c) Bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of the Consultant under this PMC Contract.
 - (d) Demand, charge, retain, appropriate the Contract Fee in accordance with the provisions of this PMC Contract.
 - (e) Not assign this PMC Contract to any other entity
 - (f) Perform and fulfil all of the Consultant's obligations in accordance with this PMC Contract including Applicable Laws, Applicable Permits and Good Industry Practice.
 - (g) Exercise such other rights and obligations as the Authority may determine as being necessary or desirable for the purpose incidental and necessary for implementing the development of the InCITE & Allied Works at Gujarat Biotechnology University.
- 5.1.6. The Consultant shall, in addition to and not in derogation of its obligations elsewhere set out in this PMC Contract:
 - (a) make, or cause to be made, necessary applications to the relevant Government Instrumentalities with such particulars and details, as may be required for obtaining all Applicable Permits and obtain and keep in force and effect such Applicable Permits in conformity with the Applicable Laws.
 - (b) deploy personnel at Site during Construction and Execution of Works & Post-Construction Services as per the Term of this Agreement.
 - (c) procure, as required, the appropriate proprietary rights, licences, agreements and permissions for providing the Services.
 - (d) make reasonable efforts to maintain harmony and good industrial relations among

the personnel employed by it or its Contractors in connection with the performance of its obligations under this PMC Contract.

- (e) ensure and procure that its Contractors comply with all Applicable Permits and Applicable Laws in the performance by them of any of the Consultant's obligations under this PMC Contract.
- (f) not do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of this PMC Contract.
- (g) support, cooperate with and facilitate the Authority in the implementation and operation of the Project in accordance with the provisions of this PMC Contract; and
- (h) shall seek inputs, at its own expense, of an advisor/consultant in the field related to Project , as and when required during the Term of the Contract.

5.2. Obligations relating to PMC Contract

- 5.2.1. It is expressly agreed that the Consultant shall, at all times, be responsible and liable for all its obligations under this PMC Contract and no default under any agreement shall excuse the Consultant from its obligations or liability hereunder.
- 5.2.2. The Consultant shall exercise all reasonable skill, care, and diligence to be expected of a properly qualified professional who has held itself out as suitable and competent to perform the Services under the PMC Contract and who is experienced in providing services similar to the Services in relation to the Project.

5.3. Employment of foreign nationals

- 5.3.1. The Consultant acknowledges, agrees and undertakes that employment of foreign personnel by the Consultant and/or its Contractors and their sub- contractors shall be subject to grant of requisite regulatory permits and approvals including employment/residential visas and work permits, if any required, and the obligation to apply for and obtain the same shall and will always be of the Consultant and, notwithstanding anything to the contrary contained in this PMC Contract, refusal of or inability to obtain any such permits and approvals by the Consultant or any of its Contractors or sub-contractors shall not constitute Force Majeure Event, and shall not in any manner excuse the Consultant from the performance and discharge of its obligations and liabilities under this PMC Contract.

5.4. Employment of Trained Personnel

- 5.4.1. The Consultant shall ensure that the personnel engaged by it in the performance of its obligations under this PMC Contract are at all times properly trained for their respective functions.
- 5.4.2. Unless otherwise agreed by the Authority, during the Term of this PMC Contract, the Consultant shall mandatorily deploy Personnel for whom CV was submitted during the RFP stage.
- 5.4.3. The Authority expects the Personnel to be available during implementation of the Project. The Authority will not consider substitution of the Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to once during the execution period subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. The final approval of the concerned Personnel will be at the discretion of Authority. It is clarified that the list in Annexure I is

only the minimum required for effective implementation of the Project. The Consultant is to plan for resources in addition to the above to effectively implement the Project as per the terms of the Contract.

Deployment of any personnel requires prior official communication and submission to the Authority for approval. Only upon obtaining such approval can the personnel be deemed formally deployed for the assigned work.

5.5. Audited Accounts

5.5.1. The Consultant shall maintain books of accounts recording all its receipts, income, expenditure, payments, assets, and liabilities, in accordance with this PMC Contract, Good Industry Practice, Applicable Laws and Applicable Permits with respect to accounting the Services provided under this PMC Contract.

5.5.2. The Authority shall have the right to inspect the records of the Consultant during office hours and request for copies of relevant extracts of books of accounts as per Applicable Laws.

5.6. Design and Drawings review and approvals

5.6.1. In respect of the Consultants obligations with respect to the Design / Drawings review and approvals for the Project, the following shall apply:

- a) The design consultant* for the respective projects shall prepare and submit, with reasonable promptness and in such sequence as is consistent with the Programme Schedule, to the consultant via Authority for its approval.
- b) within 15 (fifteen) days of the receipt of the Drawings, BoQ & other documents, the Consultant shall review the same and convey its approval/observations to the Authority with particular reference to their conformity or otherwise with the Scope of the Project and the Specifications and Standards and the Applicable Laws.
- c) if the aforesaid observations of the Consultant indicate that the Drawings, BoQ & other documents, are not in conformity with the Scope of the Project or the Specifications and Standards, such Drawings shall be revised by the Design Consultant* and resubmitted to the Consultant for review and approval. The Consultant shall give its observations, if any, within 10 (ten) days of receipt of the revised Drawings. In the event the Consultant fails provide their observations to the Authority's Engineer as per aforementioned timelines, the Authority's Engineer may withhold the payment for the affected works or damages shall be applicable in accordance with the provisions of Article 10.
- d) Works shall be executed in accordance with the Drawings approved by the consultant in accordance with the provisions of this Clause 5.6 and the approval of the Authority's Engineer thereon as communicated pursuant to the provisions of Clause 5.6. Such Drawings shall not be amended or altered without prior written notice to the Authority's Engineer. If a Party becomes aware of an error or defect of a technical nature in the design or Drawings, that Party shall promptly give notice to the other Party of such error or defect.

6. ARTICLE 6: OBLIGATIONS OF THE AUTHORITY

6.1. Obligations of the Authority

- 6.1.1. The Authority shall, at its own cost and expense, undertake, comply with, and perform all its obligations set out in this PMC Contract or arising hereunder.
- 6.1.2. The Authority agrees to provide support to the Consultant and undertakes to observe, comply with, and perform, subject to and in accordance with the provisions of this PMC Contract and the Applicable Laws, the following:
- (a) upon written request from the Consultant, and subject to the Consultant complying with Applicable Laws, provide all reasonable support and assistance to the Consultant in procuring Applicable Permits required from any Government Instrumentality for implementation of the Project.
 - (b) undertake to coordinate with the concerned authorities and other departments to issue appropriate instructions to the field officers of these departments for making available required assistance and resources to the Consultant towards the discharge of its obligations as per this PMC Contract.
 - (c) not do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of this PMC Contract.
 - (d) support, cooperate with and discharge its obligations to facilitate the Consultant in performing its obligations in accordance with the provisions of this PMC Contract; and
 - (e) upon written request from the Consultant and subject to the provisions of Clause 5.4, provide reasonable assistance to the Consultant or its Contractors to obtain applicable visas and work permits for the purposes of discharge by the Consultant or its Contractors their obligations under this PMC Contract.
 - (f) ensure timely payments to the Consultant in accordance with the provisions of this PMC Contract

7. ARTICLE 7: REPRESENTATIONS AND WARRANTIES

7.1. Representations and Warranties of the Consultant

7.1.1. The Consultant represents and warrants to the Authority that:

- (a) it is duly organised and validly existing under the laws of India and has full power and authority to execute and perform its obligations under this PMC Contract and to carry out the transactions contemplated hereby.
- (b) it has taken all necessary corporate and other actions under Applicable Laws to authorise the execution and delivery of this PMC Contract and to validly exercise its rights and perform its obligations under this PMC Contract.
- (c) it has the qualifications, experience, financial standing and capacity to undertake the development of the Project and discharge obligations hereunder, in accordance with the terms of this PMC Contract.
- (d) this PMC Contract constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this PMC Contract will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
- (e) it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this PMC Contract or matters arising thereunder including any obligation, liability or responsibility hereunder.
- (f) the information furnished in the Bid and as updated on or before the date of this PMC Contract is true and accurate in all respects as on the date of this PMC Contract.
- (g) the execution, delivery and performance of this PMC Contract will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected.
- (h) there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this PMC Contract or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this PMC Contract.

- (i) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on its ability to perform its obligations under this PMC Contract and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this PMC Contract;
- (j) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a Material Adverse Effect on its ability to perform its obligations under this PMC Contract.
- (k) no representation or warranty by it contained herein or in any other document furnished by it to the Authority or to any Government Instrumentality in relation to Applicable Permits contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty; and
- (l) no sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the Project or entering into this PMC Contract or for influencing or attempting to influence any officer or employee of the Authority in connection therewith.

7.2. Representations and Warranties of the Authority

7.2.1. The Authority represents and warrants to the Consultant that:

- (a) it has full power and authority to execute, deliver and perform its obligations under this PMC Contract and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this PMC Contract, exercise its rights and perform its obligations, under this PMC Contract.
- (b) it has taken all necessary actions under the Applicable Laws to authorise the execution, delivery and performance of this PMC Contract.
- (c) it has the financial standing and capacity to perform its obligations under the PMC Contract.
- (d) this PMC Contract constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof.
- (e) there are no actions, suits or proceedings pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the default or breach of this PMC Contract or which individually or in the aggregate may result

in any material impairment of its ability to perform its obligations under this PMC Contract.

- (f) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any Material Adverse Effect on the Authority's ability to perform its obligations under this PMC Contract.
- (g) it has complied with Applicable Laws in all material respects.
- (h) all information provided by it in the Tender Notice and invitation to bid in connection with the Project is, to the best of its knowledge and belief, true and accurate in all material respects.
- (i) upon the Consultant submitting the Performance Security and performing the covenants herein, it shall not at any time during the term hereof, interfere with peaceful exercise of the rights and discharge of the obligations by the Consultant, in accordance with this PMC Contract.

7.3. Disclosure

- 7.3.1. In the event that any occurrence or circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any obligation of either Party under this PMC Contract.

8. ARTICLE 8: DISCLAIMER

8.1. Disclaimer

- 8.1.1. The Consultant acknowledges that prior to the execution of this PMC Contract, the Consultant has, after a complete and careful examination, made an independent evaluation of the Tender Notice, Scope of the Project, local conditions, and all information provided by the Authority or obtained procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. Save as provided in Clause 7.2, the Authority makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy and/or completeness of the information provided by it and the Consultant confirms that it shall have no claim whatsoever against the Authority in this regard.
- 8.1.2. The Consultant acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Clause 8.1.1 above and hereby acknowledges and agrees that the Authority shall not be liable for the same in any manner whatsoever to the Consultant or any person claiming through or under any of them.

9. ARTICLE 9: PERFORMANCE SECURITY

9.1. Performance Security

- 9.1.1. The Consultant shall, for the performance of its obligations hereunder during the Term, provide to the Authority from the date of issuance of LOA but before the execution of this PMC Contract, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to Rs (Rupees only) 5% of the Contract Fee as the “Performance Security”. 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.

9.2. Appropriation of Performance Security

- 9.2.1. Upon occurrence of a Consultant Default 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 Consultant 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 PMC Contract in accordance with Article 16c. 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 Consultant 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 PMC Contract in accordance with Article 16.

9.3. Release of Performance Security

- 9.3.1. The Performance Security shall be released within 90 days post expiry of the completion of DLP.

10. ARTICLE 10: LIABILITY AND DAMAGES

10.1. Obligation to Remedy Deficiency

- 10.1.1. The Consultant shall be responsible for remedying at its own cost, any Deficiency observed by the Authority with respect to the Services during the Term and/or for a period of 90 (ninety) days after Termination.
- 10.1.2. In the event the Consultant fails to remedy the Deficiency observed by the Authority and fails to commence remedial services within a period of 15 (fifteen) days from the date of receipt of notice issued by the Authority, the Authority shall be entitled to undertake such remedial measures at the risk and cost of the Consultant, and recover the actual cost incurred in remedying the Deficiency from the Consultant.
- 10.1.3. All costs incurred by the Authority hereunder shall be reimbursed by the Consultant to the Authority, within 15 (fifteen) days of receipt of demand thereof, and in the event of default in reimbursing such costs, the Authority shall be entitled to recover the same from the Performance Security.

10.2. Damages for non-deployment of Personnel or Delay or Failure to Remedy Deficiency

- 10.2.1. In the event the Consultant causes any delay or fails to remove and remedy the Deficiency and commence remedial services within the time period set out in Clause 10.1.1, the Consultant shall be deemed to be in breach of this PMC Contract and the Authority shall, without prejudice to its rights under this PMC Contract including Termination thereof, be entitled to recover from the Consultant, the following: -
 - (a) Actual cost incurred by Authority, in remedying the Deficiency plus a sum equal to 10% (ten per cent) of such Actual Cost.
 - (b) Damages for each day of delay shall be upto INR 5,000/-, until the breach is cured or remedied. ~~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. For the avoidance of doubt, it is further clarified that, in case of delay in completion of Construction Phase beyond 90 days from the timeline specified in Clause 3.1.2 for reasons not attributable to the PMC or Force Majeure, the PMC shall be eligible for payment on pro-rata person-month basis which shall be determined based on the Construction Phase payment to be made to the PMC as specified under Sl. No. 6 in Clause 13.3.2 and as approved by Authority.~~
 - (c) In the event the Consultant fails to deploy Personnel (as per Annex-I) then Consultant shall be deemed to be in breach of this PMC Contract and the Authority shall, without prejudice to its rights under this PMC Contract including Termination thereof, be entitled to recover upto INR 5,000 per day per resource until the breach is cured or remedied.
- 10.2.2. The recovery of the aforesaid amounts shall be without prejudice to the rights of the Authority to other remedies under this PMC Contract, including the right of Termination

thereof.

- 10.2.3. The Consultant shall pay such Damages forthwith on receiving a demand from the Authority and in the event the Consultant proposes contesting any claim for Damages, it shall take recourse to the Dispute Resolution Procedure under the PMC Contract.

10.3. Damages for Error/Variation

- 10.3.1. In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is on account of negligence or lack of due diligence on the part of the Consultant, the damages suffered by the Authority on this account, shall be recovered from the Consultant.

10.4. Recourse to Performance Security

- 10.4.1. The Authority shall have the right, and the Consultant hereby expressly grants to the Authority the right to recover the costs and Damages specified in Article 10 by taking recourse to encashing the Performance Security.

10.5. Overriding Powers of the Authority

- 10.5.1. In the event that the Consultant, upon notice under Clause 10.1, fails to rectify or remove the Deficiency within a reasonable period, the Authority may exercise overriding powers and take over the performance of any or all the obligations of the Consultant to the extent deemed necessary by it for rectifying or removing such Deficiency. Provided that the exercise of such overriding powers by the Authority shall be of no greater scope and of no longer duration than is reasonably required hereunder. Provided further that any costs and expenses incurred by the Authority in discharge of its obligations shall be entitled to recover them from the Consultant along with the Damages specified therein.

10.6. Excuse from Performance of Obligations

- 10.6.1. The Consultant shall not be considered in breach of its obligations under this PMC Contract if it is unable to provide any Services on account of any of the following for the duration thereof:
- a) an event of Force Majeure.
 - b) compliance with a request from the Authority or the directions of any Government Instrumentality.

10.7. Limitation of Liability

- 10.7.1. Notwithstanding anything to the contrary herein, the Consultant's aggregate liability to the Authority under this Agreement for failure to discharge its obligations hereunder shall not exceed 100% of the Contract Fee and shall exclude any loss, liability or damage caused to the Authority which is indirect or consequential or for which indemnities have been provided by the Consultant to the Authority.
- 10.7.2. The limitation of liability specified in Clause 10.7.1 shall not affect the Consultant's liability for loss, liability or damage caused to any third party on account of negligence or wilful misconduct by the Consultant or on behalf of any person or firm acting on behalf of the Consultant.

10.8. Damages for delay on account of Implementing Agency's fault

- 10.8.1. The Consultant shall not be held liable for any delay in discharging or completion of its obligations if such delay is the result of the delay or non-observance of any obligations by the Implementing Agency(ies). For avoidance of doubt, the provision of this clause shall apply in so far as circumstances where the Consultant is not in breach of its obligations in the first instance and such delay is not a direct outcome of lapse of the Consultant's Services.

11. ARTICLE 11: CHANGE OF SCOPE

11.1. Change of Scope

- 11.1.1. The Authority may, notwithstanding anything to the contrary contained in this Agreement, require the provision of additional services which are not included in the Scope of the Project as contemplated by this Agreement (the “**Change of Scope**”). Any such Change of Scope shall be made in accordance with the provisions of this Article 11 and the costs thereof shall be expended by the Consultant and reimbursed to it by the Authority in accordance with Clause 11.3.
- 11.1.2. Any services which are provided under and in accordance with this Article 11 shall form part of the Project and the provisions of this Agreement shall apply *mutatis mutandis* to such works or services.

11.2. Procedure for Change of Scope

- 11.2.1. 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 Contract Fee payable to the Consultant under this PMC Contract.
- 11.2.2. 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 of:
- 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,
- 11.2.3. Upon receipt of information set forth in Clause 11.2.2, 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 thereof.

12. ARTICLE 12: MONITORING OF SERVICES

12.1. Monthly Status Reports

- 12.1.1. During the Term, the Consultant shall, no later than 7 (seven) days after the close of every month, furnish to the Authority a report stating in reasonable detail the progress made with respect to Services and possible delays (if any), including its compliance with the obligations with the PMC Contract and shall promptly give such other relevant information as may be required by the Authority.

12.2. Inspection of Services

- 12.2.1. The Authority shall during the Term of this PMC 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.

12.3. Remedial Measures

- 12.3.1. 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.
- 12.3.2. In the event that remedial measures are not completed by the Consultant in conformity with the provisions of this PMC Contract, the Authority shall be entitled to recover Damages from the Consultant under and in accordance with the provisions of Clause 10.1.

13. ARTICLE 13: CONTRACT FEE

13.1. Contract Fee

- 13.1.1. Contract Fee in consideration of the Services to be provided by the PMC shall, subject to the terms of Article 13, be Percentage basis of Estimated Project cost (80 Cr)/- (Exclusive of GST).
- 13.1.2. The Authority agrees to provide to the Consultant a contract as stated above, but subject to income tax deduction at source and other deductions as per applicable laws for Services set out in Article 2 of the contract with respect to the Project, on completing such Services to the satisfaction of the Authority (the "**Contract Fee**"). The milestones and schedule of the payments is specified in Clause 13.2.

13.2. Disbursement of Contract Fee

- 13.2.1. Intentionally left blank.
- 13.2.2. The payment milestones for the disbursement of the Contract Fee are broadly divided into three stages for project as below:

S. No	Payment Milestones	% of Contract Fee
A	Services during the Pre-Construction Phase	25%
B	Services during the Construction Phase	95%
C	Services during the Post-Construction Phase	5%

The tables below set out the payment milestones of the Contract Fee Payment schedule linked to the specified deliverables for Project Phases i.e. Pre-Construction Phase, Construction Phase and Post-Construction Phase is given below:

Payment Milestones		
Sl. No.	Milestone	% of Contract Fee
Stage 1: Services during Pre-Construction Phase		
1.	Review and approval of the Detailed Design	5%
2.	Review and Approval of Civil Tender drawings, BOQ & Cost Estimation	10%
3.	Compliance & Statutory Clearance for the commencement of the Construction Phase	10%
Stage 2: Services during Construction Phase		
6.	Monthly Payments to be released in proportion to the monthly work completed by the Construction Maintenance Agency and upon provision of services by PMC as per scope in Schedule C, Clause 2.2	95 %

Stage 3: Services during Post-Construction Phase		
8.	Post-Construction fee will be paid on equated quarterly basis on satisfactory completion of Post-Construction Services as per scope in Schedule C, Clause 2.3	5%

- 13.2.3. Subject to the terms of this Contract, the Fee under Sl. No. 6 during the Construction and Execution of Works, shall be paid by the Authority to the **PMC on monthly basis** as per the following mechanism:

*Amount of **monthly** Payment for Works = (Monthly incremental Value of works completed by Contractor as determined from the Contract) ÷ (Total Value of Works required to be completed by the Contractor in accordance with Contract) x Cumulative payment towards under Sl. No. 6 to be made to the PMC.*

- ~~13.2.4. Subject to the terms of this Contract, the Fee under Sl. No. 7 during the Construction and Execution of Works, shall be paid by the Authority to the PMC on monthly basis as per the following mechanism:~~

~~*Amount of payment on equated quarterly basis for Post-Construction Phase = (Cumulative payment towards under Sl. No. 7 to be made to the PMC) ÷ (Total duration in Months for Completion of Construction Phase)*~~

- 13.2.5. Subject to the terms of this Contract, the Fee under Sl. No. 8 during the Post-Construction Phase, shall be paid by the Authority to the PMC on quarterly basis as per the following mechanism:

Amount of quarterly Payment for post-construction services = (Cumulative payment towards under Sl. No. 8 to be made to the PMC) ÷ (4)

- 13.2.6. The Consultant hereby acknowledges and agrees that it is not entitled to any revision of the Contract Fee or other relief from the Authority except in accordance with the express provisions of this PMC Contract.

- 13.2.7. The Authority would be entitled to deduct a portion of the Contract Fee due to the Consultant if the Consultant fails to meet its obligations under the PMC Contract.

- ~~13.2.8. It is clarified that in case of delay in completion of Construction Phase beyond 90 days from the timeline specified i.e. 24 (months from the commencement date for the project, for reasons not attributable to the PMC or Force Majeure, the PMC shall be eligible for payment for 'Deployment of Man power' in accordance with Clause 13.2.1, Payment Milestones, Sr. No. 7, for a period of upto 1 (one) year from the date when the first instance of the delay had occurred, provided that such delay is not attributable to the Consultant. It is further clarified that this clause shall not render any right to the Consultant and such payment, if any, shall be~~

~~at sole discretion of the Authority.~~ No consultancy fees shall be paid for any delay in project execution.

13.2.9 5% of consultancy fees shall be withheld in every bill until completion of DLP period and it will be returned after completion of DLP period.

14. ARTICLE 14: FORCE MAJEURE

14.1. Force Majeure

14.1.1. As used in this PMC Contract, the expression “Force Majeure” or “Force Majeure Event” shall mean occurrence in India of any or all of Non-Political Event, Indirect Political Event and Political Event, as defined in Clauses 14.2, 14.3 and 14.4 respectively, if it affects the performance by the Party claiming the benefit of Force Majeure (the “Affected Party”) of its obligations under this PMC Contract and which act or event (i) is beyond the reasonable control of the Affected Party, and (ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (iii) has Material Adverse Effect on the Affected Party.

14.2. Non-Political Event

14.2.1. A Non-Political Event shall mean one or more of the following acts or events:

- (a) act of God, epidemic, extremely adverse weather conditions, lockdown due to pandemic situation lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionising radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion.
- (b) strikes or boycotts or arson or theft (other than those involving the Consultant, Contractors or their respective employees/representatives, or attributable to any act or omission of any of them) interrupting services to be provided with respect to the Project for a continuous period of 24 (twenty-four) hours and an aggregate period exceeding 7 (seven) days in an Accounting Year, and not being an Indirect Political Event set forth in Clause 14.3;
- (c) any failure or delay of a Contractor but only to the extent caused by another Non-Political Event and which does not result in any offsetting compensation being payable to the Consultant by or on behalf of such Contractor.
- (d) any judgement or order of any court of competent jurisdiction or statutory Authority made against the Consultant in any proceedings for reasons other than (i) failure of the Consultant to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this PMC Contract, or (iv) exercise of any of its rights under this PMC Contract by the Authority; or
- (e) any event or circumstances of a nature analogous to any of the foregoing.

14.3. Indirect Political Event

14.3.1. An Indirect Political Event shall mean one or more of the following acts or events:

- (a) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage.

- (b) industry-wide or State-wide strikes or industrial action for a continuous period of 24 (twenty-four) hours and exceeding an aggregate period of 7 (seven) days in an Accounting Year;
- (c) any failure or delay of a Contractor to the extent caused by any Indirect Political Event and which does not result in any offsetting compensation being payable to the Consultant by or on behalf of such Contractor.
- (d) any Indirect Political Event that causes a Non-Political Event; or
- (e) any event or circumstances of a nature analogous to any of the foregoing.

14.4. Political Event

14.4.1. A Political Event shall mean one or more of the following acts or events by or on account of any Government Instrumentality:

- (a) compulsory acquisition in national interest or expropriation of rights of the Consultant.
- (b) unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, licence, permit, authorization, no objection certificate, consent, approval or exemption required by the Consultant to perform its obligations under this PMC Contract; provided that such delay, modification, denial, refusal or revocation did not result from the Consultant's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, licence, authorization, no objection certificate, exemption, consent, approval or permit;
- (c) any failure or delay of a Contractor but only to the extent caused by another Political Event and which does not result in any offsetting compensation being payable to the Consultant by or on behalf of such Contractor; or
- (d) any event or circumstance of nature analogous to any of the foregoing.

14.5. Duty to report Force Majeure Event

14.5.1. 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 Article 14 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 PMC 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.
- 14.5.2. 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 PMC Contract.
- 14.5.3. 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 by Clause 14.5.1, and such other information as the other Party may reasonably request the Affected Party to provide.

14.6. Effect of Force Majeure Event on the PMC Contract

- 14.6.1. Upon the occurrence of any Force Majeure Event prior to the Commencement Date , the Conditions Precedent Period as set forth in Article 4 shall be extended by a period equal in length to the duration of the Force Majeure Event.
- 14.6.2. 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 Contract Fee shall be paid 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 Contract 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.
- 14.6.3. Allocation of costs arising out of Force Majeure
- a) 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.
 - b) Save and except as expressly provided in this Article 14, 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.

14.7. Termination Notice for Force Majeure Event

- 14.7.1. If a Force Majeure Event subsists for more than a continuous period of 90 (ninety) days or for a total/cumulative time period of more than 360 (three hundred and sixty) days during the Term, either Party may in its discretion terminate this PMC Contract by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save as provided in this Article 14, and upon issue of such Termination Notice, this PMC Contract shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such Termination Notice, the Party intending to issue the

Termination Notice shall inform the other Party of such intention and grant 15 (fifteen) days' time to make a representation, and may after the expiry of such 15 (fifteen) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

- 14.7.2. 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.

14.8. Dispute resolution

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.

14.9. Excuse from performance of obligations

- 14.9.1. If the Affected Party is rendered wholly or partially unable to perform its obligations under this PMC Contract because of a Force Majeure Event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event; provided that:
- (a) the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event.
 - (b) the Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence; and
 - (c) when the Affected Party is able to resume performance of its obligations under this PMC Contract, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.

15. ARTICLE 15: SUSPENSION OF CONSULTANT RIGHTS

15.1. Suspension upon Consultant Default

- 15.1.1. Upon occurrence of a Consultant Default, the Authority shall be entitled, without prejudice to its other rights and remedies under this PMC Contract including its rights of Termination hereunder, to (i) suspend all rights of the Consultant under this PMC Contract including the Consultant's right to receive Contract Fee for a specified period, and (ii) exercise such rights itself or authorize any other person to exercise the same on its behalf during such suspension (the "Suspension"). Suspension hereunder shall be effective forthwith upon issue of notice by the Authority to the Consultant and may extend up to a period not exceeding 90 (ninety) days from the date of issue of such notice; provided that upon written request from the Consultant, the Authority shall extend the aforesaid period of 90 (ninety) days by a further period not exceeding 60 (sixty) days.

15.2. Authority to act on behalf of Consultant

- 15.2.1. During the period of Suspension, the Authority shall not be obliged to pay any Contract Fee to the Consultant.
- 15.2.2. During the period of Suspension hereunder, all things done, or actions taken, including expenditure incurred by the Authority for discharging the obligations of the Consultant under and in accordance with this PMC Contract, shall be deemed to have been done or taken for and on behalf of the Consultant and the Consultant undertakes to indemnify the Authority for all costs incurred during such period.

15.3. Revocation of Suspension

- 15.3.1. In the event that the Authority shall have rectified or removed the cause of Suspension within a period not exceeding 45 (forty-five) days from the date of Suspension, it shall revoke the Suspension forthwith and restore all rights of the Consultant under this PMC Contract.
- 15.3.2. Upon the Consultant having cured the Consultant Default within a period not exceeding 45 (forty-five) days from the date of Suspension, the Authority shall revoke the Suspension forthwith and restore all rights of the Consultant under this PMC Contract.

15.4. Termination

- 15.4.1. At any time during the period of Suspension under this Article 15, the Consultant may by notice require the Authority to revoke the Suspension and elect to issue a Termination Notice. The Authority shall within 15 (fifteen) days of receipt of such Termination Notice, terminate this PMC Contract in accordance with Article 16.
- 15.4.2. Notwithstanding anything to the contrary contained in this PMC Contract, in the event that Suspension is not revoked within 90 (ninety) days from the date of Suspension hereunder or within the extended period, if any, set forth in Clause 15.1, the PMC Contract shall, upon expiry of the aforesaid period, be deemed to have been terminated by mutual agreement of the Parties and all the provisions of this PMC Contract shall apply, *mutatis mutandis*, to such Termination as if a Termination Notice had been issued by the Authority upon occurrence of a Consultant Default.

16. ARTICLE 16: TERMINATION

16.1. Termination for Consultant Default

16.1.1. Save as otherwise provided in this PMC Contract, in the event that any of the defaults specified below shall have occurred, and the Consultant fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of 60 (sixty) days, the Consultant shall be deemed to be in default of this PMC Contract (a “Consultant Default”), unless the default has occurred solely as a result of any breach of this PMC Contract by the Authority or due to Force Majeure. The defaults referred to herein shall include:

- (a) the Performance Security has been encashed and appropriated in accordance with Clause 9.2 and the Consultant fails to replenish or provide fresh Performance Security within a Cure Period of 30 (thirty) days.
- (b) subsequent to the replenishment or furnishing of fresh Performance Security in accordance with Clause 9.2, the Consultant fails to cure, within a Cure Period of 90 (ninety) days, the Consultant Default for which whole or part of the Performance Security was appropriated.
- (c) the Consultant is in material breach of its obligations as laid down in this PMC Contract with respect to Project.
- (d) the Consultant abandons or manifests intention to abandon its obligations without the prior written consent of the Authority.
- (e) a breach of any of the term of the PMC Contracts by the Consultant has caused a Material Adverse Effect.
- (f) the Consultant creates any Encumbrance in breach of this PMC Contract.
- (g) the Consultant repudiates this PMC Contract or otherwise takes any action or evidences or conveys an intention not to be bound by the PMC Contract.
- (h) there is a transfer, pursuant to law either of (i) the rights and/or obligations of the Consultant under any of the terms of the PMC Contracts, or of (ii) all or part of the assets or undertaking of the Consultant, and such transfer causes a Material Adverse Effect.
- (i) an execution levied on any of the assets of the Consultant has caused a Material Adverse Effect.
- (j) the Consultant is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Consultant or for the whole or material part of its assets that has a material bearing on the Project .
- (k) the Consultant has been, or is in the process of being liquidated, dissolved, wound-

up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect.

- (l) a resolution for winding up of the Consultant is passed, or any petition for winding up of the Consultant is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 90 (ninety) days of the date thereof or the Consultant is ordered to be wound up by Court except for the purpose of amalgamation or reconstruction; provided that, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of the Consultant are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Consultant under this PMC Contract; and provided that:
 - (i) the amalgamated or reconstructed entity has the capability and operating experience necessary for the performance of its obligations under this PMC Contract.
 - (ii) the amalgamated or reconstructed entity has the financial standing to perform its obligations under this PMC Contract and has a credit worthiness at least as good as that of the Consultant as at the Commencement Date ; and
 - (iii) PMC Contracts remains in full force and effect.
- (m) any representation or warranty of the Consultant herein contained which is, as of the date hereof, found to be materially false or the Consultant is at any time hereafter found to be in breach thereof.
- (n) the Consultant submits to the Authority any statement which has a material effect on the Authority's rights, obligations or interests and which is false in material particulars.
- (o) the Consultant has failed to fulfil any obligation, for which failure Termination has been specified in this PMC Contract; or
- (p) the Consultant commits a default in complying with any other provision of this PMC Contract if such a default causes a Material Adverse Effect on the Authority.

16.1.2. Without prejudice to any other rights or remedies which the Authority may have under this PMC Contract, upon occurrence of a Consultant Default, the Authority shall be entitled to terminate this PMC Contract by issuing a Termination Notice to the Consultant; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Consultant of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Consultant to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice, subject to the provisions of clause 16.1.2.

16.2. Termination for Authority Default

16.2.1. In the event that any of the defaults specified below shall have occurred, and the Authority fails to cure such default within a Cure Period of 90 (ninety) days or such longer period as has been expressly provided in this PMC Contract, the Authority shall be deemed to be in default of this PMC Contract (the "Authority Default") unless the default has occurred as a result of any breach of this PMC Contract by the Consultant or due to Force Majeure. The defaults referred to herein shall include:

- (a) the Authority commits a material default in complying with any of the provisions of this PMC Contract and such default has a Material Adverse Effect on the Consultant.
- (b) the Authority has failed to make any payment to the Consultant within the period specified in this PMC Contract.
- (c) the Authority repudiates this PMC Contract or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by this PMC Contract; or

16.2.2. Without prejudice to any other right or remedy which the Consultant may have under this PMC Contract, upon occurrence of an Authority Default, the Consultant shall, be entitled to terminate this PMC Contract by issuing a Termination Notice to the Authority; provided that before issuing the Termination Notice, the Consultant shall by a notice inform the Authority of its intention to issue the Termination Notice and grant 15 (fifteen) days to the Authority to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

16.3. Termination Payment – Event of Default

16.3.1. Upon Termination on account of a Consultant Default during the Term, no payments related to termination shall be due or payable to the Consultant. The Authority shall be entitled to forfeit the Performance Security of the Consultant and terminate this PMC Contract, as per the provisions detailed out in this PMC Contract.

16.3.2. Upon Termination on account of Authority Default, the Authority shall return back the Performance Security to the Consultant.

16.4. Other rights and obligations of the Authority

16.4.1. Upon Termination for any reason whatsoever, the Authority shall:

- (a) be entitled to restrain the Consultant and any person claiming through or under the Consultant from entering upon the Project or any part of the Project ; and
- (b) all sums claimed by any Contractor(s) as being due and owing for services performed or accruing on account of any act, omission or event prior to such date shall constitute debt between the Consultant and such Contractors, and the Authority shall not in any manner be liable for such sums. It is further agreed that in the event the Authority elects to cure any outstanding defaults under such agreement, the amount expended by the Authority for this purpose shall be deducted from the Termination Payment.

16.5. Survival of rights

16.5.1. Notwithstanding anything to the contrary contained in this PMC Contract, any Termination

pursuant to the provisions of this PMC Contract shall be without prejudice to the accrued rights of either Party including its right to claim and recover money damages, insurance proceeds, security deposits, and other rights and remedies, which it may have in law or contract. All rights and obligations of either Party under this PMC Contract, shall survive the Termination to the extent such survival is necessary for giving effect to such rights and obligations.

17. ARTICLE 17: ASSIGNMENT

17.1. Assignment and Charges

17.1.1. Restrictions on assignment and charges

- (a) This PMC 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.
- (b) 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 PMC 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.

17.2. Assignment by the Authority

- 17.2.1. Notwithstanding anything to the contrary contained in this PMC 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 PMC 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 PMC Contract.

18. ARTICLE 18: CHANGE IN LAW

18.1. Increase in costs

- 18.1.1. If as a result of Change in Law (confined to Applicable Law), the Consultant suffers an increase in costs or reduction in net after-tax return or other financial burden, the aggregate financial effect of which exceeds the amount equivalent to 20% of the Contract Fee, the Consultant may so notify the Authority and propose amendments to this PMC Contract so as to place the Consultant in the same financial position as it would have enjoyed had there been no such Change in Law resulting in the cost increase, reduction in return or other financial burden as aforesaid. Upon notice by the Consultant, the Parties shall meet, as soon as reasonably practicable, but no later than 30 (thirty) days from the date of notice, and either agree on amendments to this PMC Contract or on any other mutually agreed arrangement:
- 18.1.2. Provided that if no agreement is reached within 90 (ninety) days of the aforesaid notice, the same shall be settled in accordance with the Dispute Resolution Procedure. For the avoidance of doubt, it is agreed that this Clause 18.1 shall be restricted to changes in law directly affecting the Consultant's costs of performing its obligations under this PMC Contract.

18.2. Reduction in costs

- 18.2.1. If as a result of Change in Law, the Consultant benefits from a reduction in costs or increase in net after-tax return or other financial gains, the aggregate financial effect of which exceeds the amount equivalent to 20% of the Contract Fee, the Authority may so notify the Consultant and propose amendments to this PMC Contract so as to place the Consultant in the same financial position as it would have enjoyed had there been no such Change in Law resulting in the decreased costs, increase in return or other financial gains as aforesaid. Upon notice by the Authority, the Parties shall meet, as soon as reasonably practicable, but no later than 30 (thirty) days from the date of notice, and either agree on such amendments to this PMC Contract or on any other mutually agreed arrangement:
- 18.2.2. Provided that if no agreement is reached within 90 (ninety) days of the aforesaid notice, the same shall be settled in accordance with the Dispute Resolution Procedure. For the avoidance of doubt, it is agreed that this Clause 18.2 shall be restricted to changes in law directly affecting the Consultant's costs of performing its obligations under this PMC Contract.

19. ARTICLE 19: INDEMNITY

19.1. General Indemnity

- 19.1.1. The Consultant will indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Authority Instrumentalities and Authority owned and/or controlled entities/enterprises, including the Authority (“the Indemnified Persons”) against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of any breach by the Consultant of any of its obligations under this PMC Contract or any related agreement or on account of any Deficiency in the provision of Services by the Consultant, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach of this PMC Contract on the part of the Indemnified Persons.
- 19.1.2. The Authority will indemnify, defend, save and hold harmless the Consultant against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of breach by the Authority of any of its obligations under this PMC Contract or any related agreement, which materially and adversely affect the performance by the Consultant of its obligations under this PMC Contract, save and except that where any such claim, suit, proceeding, action, and/or demand has arisen due to a negligent act or omission, or breach of any of its obligations under any provision of this PMC Contract or any related agreement and/or breach of its statutory duty on the part of the Consultant, its subsidiaries, affiliates, Contractors, servants or agents, the same shall be the liability of the Consultant.

19.2. Indemnity by the Consultant

- 19.2.1. Without limiting the generality of Clause 19.1, the Consultant shall fully indemnify, hold harmless and defend the Authority and the Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:
- a. failure of the Consultant to comply with Applicable Laws and Applicable Permits.
 - b. payment of taxes required to be made by the Consultant in respect of the income or other taxes of the Consultant’s Contractors and representatives; or
 - c. non-payment of amounts due as a result of materials or services furnished to the Consultant or any of its Contractors which are payable by the Consultant or any of its Contractors.
- 19.2.2. Without limiting the generality of the provisions of this Article 19, the Consultant shall fully indemnify, hold harmless and defend the Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Consultant or by the Consultant’s Contractors in performing the Consultant’s obligations or in any way incorporated in or related to the PMC Contract.. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Consultant shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Consultant, is held to have infringed any third party’s intellectual property rights, the Consultant shall

promptly make every reasonable effort to secure for the Authority a licence, at no cost to the Authority from the party whose rights are infringed. If the Consultant is unable to secure such licence within a reasonable time, the Consultant shall, at its own expense, take steps to ensure that it no longer infringes the said intellectual property rights.

19.3. Notice and Contest of Claims

19.3.1. In the event that either Party receives a claim or demand from a third party in respect of which it is entitled to the benefit of an indemnity under this Article 19 (the “Indemnified Party”) it shall notify the other Party (the “Indemnifying Party”) within 15 (fifteen) days of receipt of the claim or demand and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim or demand, it may conduct the proceedings in the name of the Indemnified Party, subject to the Indemnified Party being secured against any costs involved, to its reasonable satisfaction.

19.4. Defence of Claims

19.4.1. The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and reasonable costs and expenses thereof shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party in respect of loss to the full extent provided by this Article 19, the Indemnifying Party shall be entitled, at its option, to assume and control the defence of such claim, action, suit or proceeding, liabilities, payments and obligations at its expense and through the counsel of its choice; provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defence. The Indemnifying Party shall not be entitled to settle or compromise any claim, demand, action, suit or proceeding without the prior written consent of the Indemnified Party, unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure the loss to be indemnified hereunder to the extent so compromised or settled.

19.4.2. If the Indemnifying Party has exercised its rights under Clause 19.3, the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

19.4.3. If the Indemnifying Party exercises its rights under Clause 19.3, the Indemnified Party shall nevertheless have the right to employ its own counsel, and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party, when and as incurred, unless:

- a) the employment of counsel by such party has been authorised in writing by the Indemnifying Party; or
- b) the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defence of such action; or

- c) the Indemnifying Party shall not, in fact, have employed independent counsel reasonably satisfactory to the Indemnified Party, to assume the defence of such action and shall have been so notified by the Indemnified Party; or
- d) the Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either:
 - (i) that there may be specific defences available to it which are different from or additional to those available to the Indemnifying Party; or
 - (ii) that such claim, action, suit or proceeding involves or could have a Material Adverse Effect upon it beyond the scope of this PMC Contract:

Provided that if Sub-clauses (b), (c) or (d) of this Clause 19.4.3 shall be applicable, the counsel for the Indemnified Party shall have the right to direct the defence of such claim, demand, action, suit or proceeding on behalf of the Indemnified Party, and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.

19.5. No Consequential Claims

- 19.5.1. Notwithstanding anything to the contrary contained in this Article 19, the indemnities herein provided shall not include any claim or recovery in respect of any cost, expense, loss or damage of an indirect, incidental or consequential nature, including loss of profit, except as expressly provided in this PMC Contract.

19.6. Survival on Termination

- 19.6.1. The provisions of this Article 19 shall survive Termination.

20. ARTICLE 20: ACCESS RIGHTS OF CONSULTANT

20.1. License Rights

- 20.1.1. For the purpose of this PMC Contract and the covenants and warranties on the part of the Consultant herein contained, the Authority, in accordance with the terms and conditions set forth herein, hereby grants to the Consultant, commencing from the Commencement Date, a licence to access the Site (the “Licensed Premises”) to perform the Services for the duration of the Term and, for the purposes permitted under this PMC Contract, and for no other purpose whatsoever.
- 20.1.2. It is expressly agreed that the rights granted hereunder shall terminate automatically and forthwith, without the need for any action to be taken by the Authority to terminate the PMC Contract, upon the Termination of this PMC Contract for any reason whatsoever.

20.2. Restriction on Sub-licensing

- 20.2.1. The Consultant shall not sublicense its rights hereunder, save and except as may be expressly set forth in this PMC Contract; provided that nothing contained herein shall be construed or interpreted as restricting the right of the Consultant to appoint Contractors for the performance of its obligations hereunder.

21. ARTICLE 21: DISPUTE RESOLUTION

21.1. Dispute Resolution

- 21.1.1. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this PMC 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 21.2.
- 21.1.2. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this PMC 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.

21.2. Conciliation

- 21.2.1. In the event of any Dispute between the Parties, either Party may call upon the Authority to mediate and assist the Parties in arriving at an amicable settlement thereof. Failing mediation by the Authority, either Party may require such Dispute to be referred to the Chairman of the Authority and the Chairman of the Board of Directors 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 referred to in Clause 21.1.1 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 21.3.

21.3. Arbitration

- 21.3.1. Disputes to be referred to Tribunal:

The disputes relating to this contract, so far as they relate to any of the matter of this PMC Contract, whether such disputes arise during the progress of the work or after the completion or abandonment thereof, shall be referred to the **GPWD** Arbitration Tribunal, Gujarat State.

- 21.3.2. The provision of Section-21 of the GPWD dispute Arbi. Tribunal Act -92 & order issued by the Govt. in connection with this Act will now apply for Arbitration (As per Government in N. & W.R.D. letter No. SUT/1090/2679/K2 dtd. 9/2/94.
- 21.3.3. The provision of Arbitration Act., shall in so far as they are inconsistent with the provision of this act cease of to apply to any dispute arising from a works contract and all arbitration. Proceedings in relation to such dispute before an arbitrator, court of authority shall stand transferred to the Tribunal.
- 21.3.4. The awards declared by the arbitrator should be speaking award, giving reasons and calculations for every item of claims. The decision will have to be implemented by all the departments of the State Government and Public Sector Enterprises of Gujarat. (Resolution F. D. No. PB/1088/735/KT/Sachivalaya/Gandhinagar 5th October 1988.)
- 21.3.5. In case of dispute leading to the contractor or Government of Gujarat approaching to Court

of Law, it shall be within the jurisdiction where the site of work is situated.

- 21.3.6. The reference to arbitration proceeding under this clause shall not
- i. affect the right of both the parties under the contract to take possession of all or any tools plants materials and stores in or upon the works of site thereof belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof.
 - ii. Preclude the Engineer-in-charge from utilizing the materials purchased by the contractor in any work or from removing such materials to other places, during the period the work is stopped or suspended in pursuance of notice given to the contractor.
 - iii. Entitle the contractor to stop the progress of the work or the carrying out the additional or altered work in accordance with the provisions of respective clause.

22. ARTICLE 22: MISCELLANEOUS

22.1. Governing Law and Jurisdiction

22.1.1. This PMC Contract shall be construed and interpreted in accordance with and governed by the laws of India, and subject to Clause 21.3, the courts at Gandhinagar, Gujarat shall have jurisdiction over matters arising out of or relating to this PMC Contract.

22.2. Waiver of Immunity

22.2.1. Each Party unconditionally and irrevocably:

- (a) agrees that the execution, delivery and performance by it of this PMC Contract constitute commercial acts done and performed for commercial purpose.
- (b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this PMC Contract or any transaction contemplated by this PMC Contract, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Party with respect to its assets.
- (c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
- (d) consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement, or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

22.3. Intentionally Left Blank

22.4. Waiver

22.4.1. Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this PMC Contract: -

- (a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this PMC Contract.
- (b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and
- (c) shall not affect the validity or enforceability of this PMC Contract in any manner.

22.4.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions, and provisions of this PMC Contract or any obligation thereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

22.5. Liability for Review of Documents and Drawings

22.5.1. Except to the extent expressly provided in this PMC Contract:

- (a) no review, comment or approval by the Authority of any Document, Design or Drawing submitted by the Consultant nor any failure to review, approve, comment, observe or inspect hereunder shall relieve or absolve the Consultant from its obligations, duties, and liabilities under this PMC Contract, the Applicable Laws and Applicable Permits; and
- (b) the Authority shall not be liable to the Consultant by reason of any review, comment, approval, observation, or inspection referred to in Sub-clause (a) above.

22.6. Exclusion of implied warranties etc.

22.6.1. This PMC Contract expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

22.7. Survival

22.7.1. Termination shall:

- (a) not relieve the Consultant or the Authority as the case may be, of any obligations hereunder which expressly or by implication survive Termination hereof; and
- (b) except as otherwise provided in any provision of this PMC Contract expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

22.8. Entire PMC Contract

22.8.1. This PMC Contract, Recitals and the Schedules 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 PMC Contract are abrogated and withdrawn.

22.9. Severability

22.9.1. If for any reason whatever, any provision of this PMC Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate

in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth under this PMC Contract or otherwise.

22.10. No Partnership

22.10.1. This PMC Contract shall not be interpreted or construed to create an association, joint venture, or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or Authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

22.11. Third Parties

22.11.1. This PMC Contract is intended solely for the benefit of the Parties, and their respective successors and permitted assigns, and nothing in this PMC Contract shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this PMC Contract.

22.12. Successors and Assigns

22.12.1. This PMC Contract shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

22.13. Notices

22.13.1. 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 PMC Contract shall be in writing and shall:

22.13.2. in the case of the Consultant, be given by facsimile and by letter delivered by hand to the address given and marked for attention of the person set out below 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 Gandhinagar may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile to the number as the Consultant may from time to time designate by notice to the Authority;

22.13.3. in the case of the Authority, be given by facsimile and by letter delivered by hand and be addressed to the Director of the Authority with a copy delivered to the Authority Representative or 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 Gandhinagar it may send such notice by facsimile and by registered acknowledgement due, air mail or by courier; and

22.13.4. 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.

22.14. Language

22.14.1. 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 PMC Contract shall be in writing and in English language.

22.15. Counterparts

- 22.15.1. This PMC Contract may be executed in two counterparts, each of which, when executed and delivered, shall constitute an original of this PMC Contract.

23. ARTICLE 23: DEFINITIONS

23.1. Definitions

23.1.1. In this PMC Contract, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

- 1) “Accounting Year” means the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year.
- 2) “Affected Party” shall have the meaning set forth in Clause 14.1;
- 3) “PMC Contract” means this PMC Contract, its Recitals, the Schedules hereto and any amendments thereto made in accordance with the provisions contained in this PMC Contract.
- 4) “Applicable Laws” means all laws, brought into force and effect by Government of India or the State Government of Gujarat including rules, regulations and notifications made thereunder, and judgements, decrees, injunctions, writs and orders of any court of record, applicable to this PMC 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 PMC Contract.
- 5) “Applicable Permits” means all clearances, licences, permits, authorisations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the provision of Services, during the subsistence of this PMC Contract.
- 6) “Commencement Date ” means the date on which the Conditions Precedent of both the Parties have been met and shall be deemed to be the date of commencement of the Term with respect to the Project.
- 7) “Arbitration Act” means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof, as in force from time to time.
- 8) “Associate” or “Affiliate” means, in relation to either Party, a person who is under significant influence of such Party (as used in this definition, the expression “significant influence” 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 total share capital of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise);
- 9) “Authority” means the Directorate of Archaeology and Museums, Government of Gujarat;
- 10) “Authority Default” shall have the meaning set forth in Clause 16.2.1;
- 11) “Authority Representative” means such person or persons as may be authorised in writing by the Authority to act on its behalf under this PMC Contract and shall include any person or persons having Authority to exercise any rights or perform and fulfil any obligations of the Authority under this PMC Contract.
- 12) “Bank” means a bank incorporated in India and having a minimum net worth of Rs. 1,000 crores (Rupees one thousand crore);
- 13) “Bank Rate” means the rate of interest specified by the Reserve Bank of India from time to time in pursuance of section 49 of the Reserve Bank of India Act, 1934 or any replacement of such Bank Rate for the time being in effect.
- 14) “Bid” means the documents in their entirety comprised in the bid submitted by the Consultant in response to the request for proposal (RFP) and the provisions thereof.
- 15) “Bid Security” means the security provided by the Consultant to the Authority along with

the Bid, in accordance with the Bid documents, and which is to remain in force until substituted by the Performance Security.

- 16) "Company" means a company incorporated under the Companies Act 1956/2013.
- 17) "Conditions Precedent" shall have the meaning set forth in Clause 4.1.1;
- 18) "Contract Fee" shall mean the Consultancy Fee and Supervisory Fee with reference to actual project cost excluding GST payable by the Authority to the Consultant as per Article 13
- 19) "Contractor" means the person or persons, as the case may be, with whom the Consultant has entered into any contract or any other agreement or contract for provision of the Services or matters incidental thereto, for and on behalf of the Consultant. The Consultant shall and will remain solely responsible to the Authority for the overall obligations and liabilities of the Contractor engaged by the Consultant"
- 20) "Consultant" shall have the meaning Project Management Consultant ;
- 21) "Cure Period" means the period specified in this PMC Contract for curing any breach or default of any provision of this PMC Contract by the Party responsible for such breach or default and shall: -
 - i. commence from the date on which a notice is delivered by one Party to the other Party asking the latter to cure the breach or default specified in such notice.
 - ii. not relieve any Party from liability to pay Damages or compensation under the provisions of this PMC Contract; and
 - iii. not in any way be extended by any period of Suspension under this PMC Contract; provided that if the cure of any breach by the Consultant requires any reasonable action by the Consultant that must be approved by the Authority hereunder, the applicable Cure Period shall be extended by the period taken by the Authority to accord their approval;
- 22) "Damages" shall have the meaning set forth in Article 10 of the PMC Contract.
- 23) "Deficiency" means any shortcoming, in the Services or any failure to comply with the terms and conditions of the PMC Contract including, Applicable Laws, Applicable Permits, and Good Industry Practice
- 24) "Dispute" shall have the meaning set forth in Clause 21.1.1;
- 25) "Dispute Resolution Procedure" means the procedure for resolution of Disputes set forth in Article 21.
- 26) "Document" or "Documentation" means documentation in printed or written form, or in tapes, discs, drawings, computer programmes, writings, reports, photographs, films, cassettes, or expressed in any other written, electronic, audio or visual form;
- 27) "Force Majeure" or "Force Majeure Event" shall have the meaning ascribed to it in Clause 14.1.
- 28) "GOI" means the Government of India.
- 29) "GOG" means the Government of Gujarat;
- 30) "Good Industry Practice" means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced Consultant engaged in the same type of services as envisaged under this PMC Contract and which would be expected to result in the performance of its obligations by the Consultant in accordance with this PMC Contract, Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner;
- 31) "Government Instrumentality" means any department, division or sub-division of the

Government or the Government of India and includes any commission, board, Government, agency or municipal and other local Government or statutory body including Panchayat under the control of the Government or the Government of India, as the case may be, and having jurisdiction over the performance of all or any of the services or obligations of the Consultant under or pursuant to this PMC Contract.

- 32) "Indemnified Party" means the Party entitled to the benefit of an indemnity pursuant to Article 19.
- 33) "Indemnifying Party" means the Party obligated to indemnify the other Party pursuant to Article 19.
- 34) "Indirect Political Event" shall have the meaning set forth in Clause 14.3.
- 35) "Insurance Cover" means the aggregate of the maximum sums insured under the insurances taken out by the Consultant pursuant to Article 14, and when used in the context of any act or event, it shall mean the aggregate of the maximum sums insured and payable in relation to such act or event.
- 36) "Inspection Report" shall have the meaning set forth in Clause 12.2.
- 37) "LOA" or "Letter of Acceptance" means the letter of acceptance referred to in Recital (D).
- 38) "Material Adverse Effect" means a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this PMC Contract and which act or event causes a material financial burden or loss to either Party;
- 39) "Non-Political Event" shall have the meaning set forth in Clause 14.2.
- 40) "NTP" means the notice to proceed issued by the Authority to the Consultant under Clause 4.1.3
- 41) "Parties" means the parties to this PMC Contract collectively and "Party" shall mean any of the parties to this PMC Contract individually.
- 42) "Performance Security" shall have the meaning set forth in Clause 9.1;
- 43) "Political Event" shall have the meaning set forth in Clause 14.4.
- 44) "Project" means Supervision of InCITE Building & Allied Works at Gujarat Biotechnology University
- 45) "Re.," "Rs." or "Rupees" or "Indian Rupees" means the lawful currency of the Republic of India.
- 46) "Consultant" shall have the meaning attributed thereto in the array of Parties hereinabove as set forth in the Recitals.
- 47) "Consultant Default" shall have the meaning set forth in Clause 16.1.1;
- 48) "Scope of the Services" shall have the meaning set forth in Clause 2.1.
- 49) "Services" means the work to be performed by the Consultant pursuant to this PMC Contract, as defined in Article 2: Scope of Services and Schedule C.
- 50) "Site" means the area allocated for the development of InCITE Building & Allied Works, and more specifically set out in Annexure A.
- 51) "State" means the State of Gujarat and "State Government" means the government of that State.
- 52) "Suspension" shall have the meaning set forth in Clause 15.1;
- 53) "Taxes" means any Indian taxes including excise duties, customs duties, value added tax, sales tax, local taxes, cess and any impost or surcharge of like nature (whether Central, State or local) on the services, charged, levied or imposed by any Government Instrumentality, but excluding any interest, penalties and other sums in relation thereto

imposed on any account whatsoever. For the avoidance of doubt, Taxes shall not include taxes on corporate income.

- 54) "Tender Notice" shall have the meaning set forth in Recital 'C'.
- 55) "Term" means the period set out in Clause 3.1 of this PMC Contract.
- 56) "Termination" means the expiry or earlier termination of this PMC Contract hereunder.
- 57) "Termination Notice" means the communication issued in accordance with this PMC Contract by one Party to the other Party terminating this PMC Contract.
- 58) "Pre-Construction Phase" shall commence on the Effective Date of this PMC Contract.
- 59) "Construction Phase" shall mean the phase of execution works, including the civil & all services works up till the construction of Project.
- 60) "Post-Construction Phase" shall mean the period commencing from the date of completion of construction phase and handover of the project to the Authority from the Contractor.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED AND
DELIVERED

For and on behalf of
AUTHORITY by:

Signature:
Name:
Designation:

SIGNED, SEALED AND
DELIVERED

For and on behalf of
CONSULTANT
by:

Signature:
Name:
Designation:

In the presence of

1.

2.

ARTICLE 24: TERMS OF REFERENCE

1. BACKGROUND INFORMATION

1.1 Beneficiary State

Gujarat

1.2 Client

Gujarat Biotechnology University (GBU)

1.3 Project Background

Gujarat Biotechnology University (GBU) has been entrusted for Review, Monitoring, Technical Inputs and Construction Supervision for InCITE & Allied works within its campus. The scope of development includes, but is not limited to:

- Dismantling, reconstruction and strengthening of existing structures.
- New construction, additions, alterations, and refurbishment of buildings.
- Development of internal campus infrastructure such as roads, pathways, and open spaces.
- Water supply systems, sewerage networks, storm water drainage and allied utilities; and
- All appurtenant and associated works required for creation of a modern, functional, and sustainable university campus.

The Project envisages appointment of a competent and experienced Project Management Consultant (PMC) to ensure:

- High standards of quality, correctness, and completeness in execution.
- Conformity with all applicable statutory requirements, codes, standards, and specifications.
- Error-free construction processes through effective supervision and coordination; and
- Timely completion in accordance with the approved Project Programme.

1.4 Current Sector Context

Considering the scale, technical complexity, and critical nature of the Project, it is essential to engage a professionally competent PMC having proven experience in handling large institutional infrastructure projects. The PMC shall act as an extended arm of the Client and perform all professional services in close coordination with the Client, Designers, Contractors, and Statutory Authorities, ensuring seamless execution and delivery.

Time is the essence of this Project. Any default, negligence, or failure on the part of the Consultant in discharge of its obligations shall be treated as a material breach and may entail withdrawal and/or termination of the Contract, without any damages or compensation payable by the Client.

2. CONTRACT OBJECTIVES & EXPECTED RESULTS

2.1 Overall and specific Objectives

The primary objectives of engaging the PMC are:

- To provide comprehensive project management, supervision, quality assurance, monitoring, and control services for all components of the Project.
- Deploy experienced and competent Key Experts in Civil, Electrical, Plumbing, MEPF and other Specialized Services.
- Establish and maintain effective coordination among the Client, Designers, Contractors, and Statutory Authorities.
- Ensure that all works are executed strictly in accordance with approved drawings, technical specifications, contractual provisions, and statutory norms; and
- Implement systematic monitoring mechanisms for time, cost, quality, and safety.

All Key Experts must be in the regular employment of the Consultant. Engagement on part-time, temporary, or ad-hoc basis shall not be permitted without prior written approval of the Client.

2.2 Results to be achieved by the PMC

The PMC shall ensure:

- Completion of all works strictly as per approved architectural and engineering designs.
- Adherence to prescribed quality, safety, structural stability, and durability standards.
- Completion of the Project within stipulated timelines.
- Full compliance by all Contractors with their contractual obligations.
- Handover of fully functional, safe, and operational buildings and infrastructure to end users; and
- Authentication and issuance of Completion Certificates for each work package after due inspection, testing and verification.

3. ASSUMPTIONS & RISKS

3.1 Assumptions

- Construction activities shall proceed in accordance with the timelines specified in the tender documents.
- Normal functioning of the campus and academic institutions shall remain undisturbed during execution.
- The Project shall be implemented as per project timeline of the Contract.

3.2 Risks

Potential risks include:

- Non-availability or partial availability of site, leading to delays.
- Unforeseen issues such as land disputes, changes in scope or statutory requirements.
- Delay in supply of drawings, approvals, or documents.
- Delays attributable to Contractors, Consultant, or the Client.

The Consultant shall proactively identify such risks, initiate preventive, and corrective actions, and keep the GBU representative informed on a regular basis.

4. SCOPE OF WORK & SERVICES

4.1 Project Description

The PMC shall provide comprehensive consultancy services for:

- Quality assurance & quantity to be check.
- Campus development including roads, circulation areas, utilities, and landscaping.
- Development of water supply, sewerage, and storm water drainage systems.
- Implementation of green building initiatives aimed at achieving GRIHA/LEED certification.
- Coordination for all statutory approvals and clearances if required.
- Recording & 100% verification of MB as per design.
- Testing of materials.
- Resolved all Construction related queries.
- Review, scrutiny, and certification of Extra Items, Substituted Items, and Excess/Saving Items executed by the Contractor (CMA), including verification of quantities, rates, technical justification, and supporting documents, and submission of recommendations to the Client for approval.

Any item or activity not explicitly mentioned but necessary for successful completion of the Project shall be deemed included in the scope of services and consultancy fee.

The PMC shall mobilize fully within **seven (7) days** from the date of signing of the Contract.

4.2 Specific Activities

The PMC shall, inter alia:

- Maintain a dedicated Project Team for continuous on-site supervision.
- Ensure execution strictly in accordance with approved drawings and specifications.
- Maintain daily attendance records of deployed staff.
- Prepare, update, and monitor PERT/CPM charts.
- Monitor progress, quality, safety, and contractual compliance.
- Verify quantities, certify bills, and justify deviations.
- Assist in finalization of extra items and rates.
- Conduct regular review meetings with the GBU Authorities and CMA.
- Assist in arbitration and dispute resolution, if required.

Failure of the Team Leader and Senior Engineer to attend regular review meetings shall attract a penalty of **₹5,000 per instance**.

5. TIME SCHEDULE & PENALTIES

All deliverables shall be completed within stipulated timelines (as applicable).

The PMC's fees shall be disbursed strictly in proportion to the financial progress of the Project achieved during the relevant month.

All payments shall be subject to applicable statutory deductions and shall be released only after submission of a valid invoice and supporting documents as prescribed by the Client.

Penalties

For delay attributable to the PMC:

- Penalty at the rate of 0.1% per day, subject to a maximum of 10% of the total PMC fees.
- **Penalty for non-deployment of staff per person Rs 5000 per day.**

6. REQUIREMENTS

6.1 Key Experts

The PMC shall deploy, at minimum, the following Key Experts:

- Team Leader
- Senior Construction Engineer / Manager / Planner
- Civil Engineer
- Electrical Engineer / MEPF Engineer
- Specialized Services Experts (Fire Safety, HVAC, ELV, etc.)

6.2 Facilities to be provided by the PMC

The Consultant shall provide, at its own cost, all office infrastructure, manpower, logistics, transportation, communication systems and administrative support required for performance of services.

6.3 Equipment

No equipment shall be procured on behalf of the Client under this Contract.

7. REPORTS & BILLS

7.1 Reporting

The PMC shall submit:

- Commencement Report – within 15 days
- Monthly Progress Reports – before 5th date of next month.
- Quarterly Physical & Financial Reports
- Final Report – one month prior to completion
- Cash Flow Forecasts
- Monitoring Spreadsheets
- Payment certificates of CMA with all applicable deductions & penalty

7.2 Submission

- Two (2) hard copies of each report in English
- Submission to Competent authority of GBU
- Reports shall be revised as per directions of the Competent authority of GBU.

8. MONITORING & EVALUATION

The PMC shall monitor and evaluate all components of the Project.

The Registrar, GBU shall have final authority on all matters.

Completion of consultancy shall mean successful handover of works after completion of defect liability period.

The PMC shall:

- Issue Running Bill Certificates.
- Issue Completion Certificates.
- Coordinate for statutory approvals including Environment, Airport Authority, Local Body, etc if required.

(Statutory fees shall be borne by the Client. No additional consultancy fee shall be payable.)

9. RESULTS TO BE ACHIEVED BY THE PMC

The Consultant shall ensure:

- Timely and quality completion of the Project.
- Full compliance with all applicable codes, standards, and specifications.
- Transparent and systematic monitoring and reporting.
- Delivery of functional, safe, and durable infrastructure; and
- Successful handover of campus facilities to Gujarat Biotechnology University.
- Submission of RA bill on every month or as per progress of work to maintain cashflow.

Annexure - V
FINANCIAL OFFER (PERCENTAGE BASIS)

Name of Work:

Appointment of Consultant for Review, Monitoring, Technical Inputs and Construction Supervision for InCITE & Allied Works at Gujarat Biotechnology University.

FINANCIAL PROPOSAL SUBMISSION FORM

Place: _____

Date: _____

To,
The Registrar
Gujarat Biotechnology University,
Near Gift City Road,
Gandhinagar – 382355

Dear Sir

We, the undersigned, offer to provide the consulting Assignment / Job for Appointment of Consultant for Review, Monitoring, Technical Inputs and Construction Supervision for InCITE & Allied Works at Gujarat Biotechnology University in accordance with your Request for Proposal dated _____ and our Technical Proposal. Our attached Financial Proposal is for ___% (in figure) ___% (in words) **of the actual work done cost / Estimated Project cost.**

Sr. No.	Name of Project	Consultancy Fees (in % basis of Estimated Project cost)
1	Appointment of Consultant for Review, Monitoring, Technical Inputs and Construction Supervision for InCITE & Allied Works at Gujarat Biotechnology University.	____%

This amount is inclusive of all taxes (Excluding GST). But GST @ of prevailing rates is payable extra. We hereby confirm that the financial proposal is unconditional, and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal for 180 days from the date of opening of bid.

Yours sincerely,

Authorized Signature [In full and initials]:
Name and Title of Signatory: Name of Firm:

Address:

Annexure - VI A

FINANCIAL IDENTIFICATION

<u>ACCOUNT HOLDER</u>	
NAME	<input style="width: 80%;" type="text"/>
ADDRESS	<input style="width: 80%;" type="text"/>
TOWN/CITY	<input style="width: 60%;" type="text"/> POSTCODE <input style="width: 20%;" type="text"/>
COUNTRY	<input style="width: 20%;" type="text"/> VAT NUMBER <input style="width: 60%;" type="text"/>
CONTACT PERSON	<input style="width: 80%;" type="text"/>
TELEPHONE	<input style="width: 40%;" type="text"/> FAX <input style="width: 40%;" type="text"/>
E - MAIL	<input style="width: 80%;" type="text"/>

<u>BANK</u>	
BANK NAME	<input style="width: 80%;" type="text"/>
BRANCH ADDRESS	<input style="width: 80%;" type="text"/>
TOWN/CITY	<input style="width: 60%;" type="text"/> POSTCODE <input style="width: 20%;" type="text"/>
COUNTRY	<input style="width: 80%;" type="text"/>
ACCOUNT NUMBER	<input style="width: 80%;" type="text"/>
IBAN	<input style="width: 80%;" type="text"/>

REMARKS :

BANK STAMP + SIGNATURE of BANK REPRESENTATIVE (Both Obligatory)

DATE + SIGNATURE of ACCOUNT HOLDER : (Obligatory)

Annexure - VI B
FINANCIAL GUARANTEE

To be submitted on the letter headed note paper of the financial institution providing the guarantee

To: <name and address of the Client> hereinafter referred to as "the Client"

Subject: Financial guarantee for the contract <Contract title> with identification number <Identification number>

In accordance with Article 28 of the General Conditions of the above Contract, we hereby irrevocably declare that we guarantee as primary obligor, and not merely as a surety, on behalf of <name and address of the Consultant>, hereinafter referred to as "the Consultant", payment to the Client for an amount in Rupees equivalent to the percentage bid offer for this Contract as in Annex V for the total of the Contract.

Payment shall be made into an account to be specified by the Client, without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by recorded delivery) stating that the Consultant has not repaid the pre-financing payment on request or that the Contract has been terminated for any reason whatsoever. We shall not delay the payment, nor shall we oppose it for any reason whatsoever. We shall inform you in writing as soon as payment has been made.

We note that the guarantee will be released in accordance with Article 28 of the above Contract.

The law applicable to this guarantee shall be that in State of Gujarat. Any dispute arising out of or in connection with this guarantee shall be referred to the Court of Law in Gandhinagar i.e. official location of the Client.

This guarantee will come into force and will take effect on receipt of the pre-financing payment in the account designated by the Consultant to receive payments.

.....

Date *Signature*

Format for Simplified evaluation of quality

Name of the consultancy firm:

1. Responsiveness

Appendix I

Sr. No.	Item	Required response
1	Has the consultant paid the RFP document fees,	
2	Has the consultant submitted the requisite bid processing fee and bid security.	
3	Have all the pages required to be signed by the authorized representative of the consultant been signed.	
4	Has the power of attorney been submitted in the name of authorized representative.	
5	Has the consultant submitted all the required forms of the technical proposal.	
6	Does the technical proposal contain any financial information.	
7	Is financial proposal submitted separately in a sealed cover.	

1. **Evaluation of proposal.**

Sr. No.	Item	Required response
1	Does the consultancy firm have the required experience.	
	Note: If the answer is yes, in all the cases, the consultancy firm is considered technically qualified for the assignment.	

LETTER OF PROPOSAL SUBMISSION

Contract Title: Appointment of Consultant for Review, Monitoring, Technical Inputs and Construction Supervision for InCITE & Allied Works at Gujarat Biotechnology University.

Place:

Date:

To,
Registrar
Gujarat Biotechnology University
Near Gift City Road,
Gandhinagar – 382355.

Dear Sir,

We, the undersigned, offer to provide the consulting Assignment/job for Appointment of Consultant for Appointment of Consultant for Review, Monitoring, Technical Inputs and Construction Supervision for InCITE & Allied Works at Gujarat Biotechnology University in accordance with your Request for Proposal dated and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope and requisite EMD and bid processing fees.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in NIT, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and
initials]:

Name and Title of Signatory:

STATEMENT OF EXCLUSIVITY AND AVAILABILITY¹ PUBLICATION

REF: _____

I, the undersigned, hereby declare that I agree to participate exclusively with the tenderer < tenderer name > in the above-mentioned service tender procedure. I further declare that I am able and willing to work for the period(s) foreseen for the position for which my CV has been included in the event that this tender is successful, namely:

From	To
< start of period 1 >	< end of period 1 >
< start of period 2 >	< end of period 2 >
< etc >	

I confirm that I am not engaged in another GBU-funded project in a position for which my services are required during the above periods.

By making this declaration, I understand that I am not allowed to present myself as a candidate to any other tenderer submitting a tender to this tender procedure. I am fully aware that if I do so, I will be excluded from this tender procedure, the tenders may be rejected, and I may also be subject to exclusion from other tender procedures and contracts funded by the GBU.

Furthermore, should this tender be successful, I am fully aware that if I am not available at the expected start date of my services for reasons other than ill-health or *force majeure*, I may be subject to exclusion from other tender procedures and contracts funded by the GBU and that the notification of award of contract to the tenderer may be rendered null and void.

Name	
Signature	
Date	

1 To be completed by all Key Experts

Form: 1

<u>Evaluation of Consultancy Firm's Experience</u>		
Sr.No.	Name of the Consultancy Firm	Number of Projects of similar nature

Form 2

Details of financial Turnover and Net profit in Last 5 Years

Year	Financial Turnover (Rupees in crores)	Net Profit (Rupees in crores)
2025-26		
2024-25		
2023-24		
2022-23		
2021-22		
2020-21		

Form: 3
Responsiveness

Name of the Consultancy Firm

Sr. No.	Item	Required response
1	Has the consultant paid the RFP document fees	
2	Has the consultant submitted the requisite bid processing fees and bid security.	
3	Have all the pages required to be signed by the authorized representative of the consultant been signed.	
4	Has the power of attorney been submitted in the name of authorized representative.	
5	Does the technical proposal contain any financial information	
6	Is the financial proposal submitted separately online	

Form: 4

CONSULTANT'S ORGANIZATION AND EXPERIENCE

A – Consultant's Organization

[Provide here a brief description of the background and organization of your firm/entity and each associate for this Assignment/job. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm etc. Also, if the consultant has formed a subject matter expert, details of each of the experts, name of company, key personnel, turnover etc shall be provided]

B – Consultant's Experience

[Using the format below, provide information on each Assignment/job for which your firm, for carrying out consulting Assignment/job similar to the ones requested under this Assignment/job (If possible, the employer shall specify exact assignment / job for which experience details may be submitted)].

1. Firm's name:

1	Assignment/job name:	
1.1	Description of Project	
1.2	Approx. value of the contract (in Rupees):	
1.3	Country:	
1.4	Location within country:	
1.5	Duration of Assignment/job (months) :	

1.6	Name of Employer:	
1.7	Address:	
1.8	Total No of staff-months of the Assignment/job:	
1.9	Approx. value of the Assignment/job provided by your firm under the contract (in Rupees):	
1.10	Start date (month/year):	
1.11	Completion date (month/year):	
1.12	Name of associated Consultants, if any:	
1.13	No of professional staff-months provided by associated Consultants:	
1.14	Name of senior professional staff of your firm involved and functions performed.	
1.15	Description of actual Assignment/job provided by your staff within the Assignment/job:	

Note: Please provide documentary evidence form the client i.e. copy of work order, contract for each of above-mentioned assignment. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal.

Form: 6

STAFFING SCHEDULE

S.No.	Name of Staff	Staff input (in the form of a bar chart)												Total Months
		1	2	3	4	5	6	7	8	9	10	11	12	

1.

2.

3. Note:

1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

2 Months are counted from the start of the Assignment/job. For each staff indicate separately staff input for home and field work.

Form: 7

WORK SCHEDULE

S.No.	Activity	Months												Total Months
		1	2	3	4	5	6	7	8	9	10	11	12	

1.

2.

3.

4.

- 1 Indicate all main activities of the Assignment/job, including delivery of reports (e.g.: inception, interim, draft and final reports), and other benchmarks such as Employer approvals. For phased Assignment/jobs indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

Form: 8

COMMENTS / MODIFICATIONS SUGGESTED ON DRAFT CONTRACT

[Here the consultant shall mention any suggestion / views on the draft contract attached with the RFP document. The consultant may also mention here any modifications sought by him in the provisions of the draft contract. This information shall be used at the time of the negotiations. However, the Employer is not bound to accept any/all modifications sought and may reject any such request of modification.]

Form: 9

**INFORMATION REGARDING ANY CONFLICTING
ACTIVITIES AND DECLARATION THEREOF**

Are there any activities carried out by your firm or group company or any subject matter experts which are of conflicting nature as mentioned in para 5 of section 2. If yes, please furnish details of any such activities.

If no, please certify,

We hereby declare that our firm, our associate / group firm or any of the subject matter experts are not indulged in any such activities which can be termed as the conflicting activities under para 5 of the section 2. We also acknowledge that in case of misrepresentation of the information, our proposals / contract shall be rejected / terminated by the Employer which shall be binding on us.

Authorized
Signature [In full and
initials]:

Name and Title of Signatory:

Name of Firm: Address:

Form 10
Self-Declaration

*I..... am the *Director / Proprietor /Partner of
..... (Mention name of firm/company and its complete
address) do here by solemnly affirm and declare as under: -

1. That our Firm / company i.e.(Mention name of *firm/company) is registered vide Registration No.under the provisions of (mention the name of the Act).
2. That our Firm / company i.e.(Mention name of *firm/company) has applied in response to the RFP for **Appointment of Consultant for Appointment of Consultant for Review, Monitoring, Technical Inputs and Construction Supervision for InCITE & Allied Works at Gujarat Biotechnology University.**
3. That..... (mention name of firm/company) is eligible to submit the aforesaid proposal as it is not under liquidation at the time of submission of tender.
4. That (mention name of firm/company) has not been barred and/or blacklisted by the Central Government and/or any State Government of India at the time of submission of this declaration.
5. That (mention name of firm/company) has, during the last three years, neither failed to perform on any agreement nor was expelled from any project or agreement nor any agreement terminated for any breach by the applicant.
6. That (mention name of firm/company) has no contracts with the state/central government that are in arbitration. (In case some contract (s) are in arbitration give the details of such contract in a schedule to be attached with this affidavit)

DEPONENT

VERIFICATION

*I/we..... the above-named deponent does hereby verify that the contents of the aforesaid paragraphs 1 to 6 are true and correct to the best of *my/our knowledge and belief and nothing is concealed there from.

Verified at.....(place)this..... Day of.....2026.

(* Strike off whichever is not applicable)

Form 16

Escalation Factor

Following enhancement factors will be applied to annual turnover and completion cost of works to bring them to the base year. The current financial year in which bid is invited shall be considered as the base year.

Year	Financial Year	Enhancement factor
Base (Year of inviting tender)	2025-26	1.0
-1	2024-2025	1.1
-2	2023-2024	1.21
-3	2022-2023	1.33
-4	2021-2022	1.46
-5	2020-2021	1.61

SCHEDULE A: SITE AND DEVELOPMENT OF PROJECT

The project site for the development of the InCITE Building is located at Gujarat Biotechnology University, Gandhinagar, Gujarat.

The details regarding the Project Site are mentioned in Schedule C.

SCHEDULE B: FORMAT OF PERFORMANCE SECURITY

Dated [●]

To,

Authority

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

Dear Sir,

1. We understand that , (the “Consultant”) has entered into a PMC Contract dated (**PMC Contract**), with the Authority, whereby the Consultant has undertaken to provide the Services, subject to and in accordance with provisions of the PMC Contract.
2. The PMC Contract requires the Consultant to furnish a Performance Security to the Authority in a sum of **Rs...** (Rupees) (the “**Guarantee Amount**”) as security for due and faithful performance of its obligations, under and in accordance with the PMC Contract, during the Term as per the provisions of the PMC 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 PMC 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 Chairman of the Authority, 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 PMC 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 PMC 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 PMC 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 PMC 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 PMC 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 PMC Contract or for the fulfilment, compliance and/or performance of all or any of the obligations of the Consultant under the PMC 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 till the subsistence of the PMC Contract and provided the Consultant is not in breach of this PMC Contract. On successful completion of Term 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 or until it is released earlier by the Authority pursuant to the provisions of the PMC Contract.

Signed and sealed this Day of 2024

SIGNED, SEALED AND DELIVERED

For and on behalf of the BANK

By:

Signature:

Name:

Designation:

Address:

Note:

Approved Bank: All Nationalized Bank including the public sector bank or PRIVATE SECTOR Banks or Commercial Banks or Co-Operative Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the GR No: FD/MSM/e-file/4/2023/4020/D.M.O dated March 11, 2024 issued by Finance Department or further instruction issued by Finance department time to time.

SCHEDULE C: SCOPE OF WORKS

I. Part I: BRIEF: InCITE Building and Allied Works at GBU

1. Project Brief

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.

2. Timeline of services by PMC

2.1. The services by PMC for technical inputs and construction supervision of the development of InCITE (also referred to as the “**Project**”) has been divided into three phases and the duration for the three phases for the development of the InCITE building and allied works are as below:

- I. **Pre-Construction Phase and Construction Phase:** ~~The Pre-Construction Phase shall commence from the date of appointment of PMC by the Authority. The Services to be provided by PMC during the Pre-Construction Phase are set out under Schedule C, Clause 2.1 Pre-Construction Phase.~~ The Construction Phase includes the construction of InCITE (Civil, MEPF and External development works) including but not limited to procurement, supply, installation, testing and commissioning of related facilities for the INCITE building and allied works. The ~~combined~~ duration for completion of ~~Pre-Construction phase and~~ Construction Phase shall be of **24 months** or till the completion of Construction Phase whichever is later, commencing from the date of the commencement of **appointment** ~~the Pre-Construction Phase~~. The Services to be provided by PMC during the Construction Phase are set out under Schedule C, Clause 2.2 Pre- Construction Phase.
- II. **Post Construction Phase:** A period of **12months**, commencing from the date of completion of Construction Phase of the Project. The Services to be provided by PMC during the Construction Phase are set out under Schedule C (II) Post-Construction Phase.

II. Part II: SCOPE OF WORK

1. The Scope of the services to be provided by the PMC for the InCITE building and allied works is broadly divided into two ~~three~~ phases-

- a) ~~Phase-I: Services during the Pre-Construction Phase~~
- b) **Phase-II: Services during the Construction Phase**
- c) **Phase-III: Services during Post Construction Stage**

~~2. Services during the Pre-Construction Phase~~

~~2.1. Review and vetting of Drawings and provide Technical Inputs:~~

- ~~2.1.1. The Consultant shall review schematic drawings, detailed drawings, architectural drawings, museum's interwoven storyline and preliminary exhibit concepts in accordance with Authority's vision for the respective Projects.~~
- ~~2.1.2. The Consultant needs to verify plans, drawings and concepts form the basis of detailed engineering and drawings, final technical specifications, and cost estimates. The Consultant shall study & scrutinize drawings and point out discrepancies if any, as also to ensure incorporation by the Consultant Architect/DTA.~~
- ~~2.1.3. The Consultant has to review and verify all the drawings/ Tender drawings (GFCs) along with the supporting data.~~
- ~~2.1.4. Approval and signing off the documents submitted by the Consultant Architect including Architectural drawings, internal services, external services, infrastructure development etc by shall be done in a time bound manner, in line with technical requirements spelt out in the tender/ statutory requirements, approve design basis reports and best engineering practices being followed in the industry.~~
- ~~2.1.5. The Consultant shall also, verify, approval and signing off layout of all necessary infrastructure and services including but not limited to internal/external/approach roads, water supply, sewerage, storm water drainage, solid waste management, fire hydrants schemes, roads, street lighting, internal lighting, HVAC, telephone system, access control system, waterproofing, electrical, landscape and other related or other specialized services.~~
- ~~2.1.6. The approval and signing off the documents shall be done within 15 days from the receipt of the drawings from Authority. (refer clause 5.6 for details)~~
- ~~2.1.7. The Consultant shall ensure the structural stability certificate/vetting from a reputed third party organisation by certified Government institutes like IIT, NIT or reputed university. Approval charges claimed by the third party organisation as mentioned above will be done by the Consultant.~~
- ~~2.1.8. The Consultant to supervise the Consultant Architect in order to respond to the comments made by Client appointed Executive Engineer / Managing Committee on the review and incorporate the necessary modifications required for approval.~~
- ~~2.1.9. To review & approve Planning, Scheduling and Implementing of detailed construction programs with stipulated milestones to complete the project in time and indicate/scrutinize any works likely to be delayed or disrupted in written to Employer/Engineer In charge/Architect / Consultant after a careful study and ensuring timely completion of project.~~
- ~~2.1.10. To co-ordinate with the Engineer in charge / Employer / Architect / Consultant/Contractor for all works related to Entire Project.~~

~~2.1.11. PMC to apply for Environmental Impact Assessment application and get the clearance for the project. The consultant to assist in preparing EIA reports, and navigating the regulatory process to secure the necessary environmental clearance for a project from the relevant government agency. Consultant shall submit the EIA report and necessary documentation to the appropriate regulatory authority. PMC to ensure that all documentation for EIA is checked by an accredited Environmental Impact Assessment agency to carry out Environmental Impact Assessment (EIA) and Environment Management Plan (EMP) for project to seek Environmental Clearance. PMC on behalf of the Authority to follow up and ensure compliance.~~

~~2.1.12. The Consultant shall review the soil investigation reports, Geotech studies and any other report as applicable from time to time as submitted by the Consultant Architect.~~

~~2.1.13. The Consultant shall identify all applicable site development and building construction norms such as Development Control Regulations, Statutory Master Plan, approvals with development authority, land approvals, fire department approvals, forest and environment regulations etc. for which approval processes have to be undertaken and initiate all approval processes. The Consultant shall liaison and carry out required procedure to obtain all statutory approvals, licenses and permits required to initiate construction works at site and for completion of the Museum to be fully functional. Statutory Fee or license charges to be paid to concerned authority/department shall be paid by the Authority.~~

~~2.1.14. The consultant shall review and verify all the drawings/Good for Construction (GFCs) along with the supporting data.~~

~~2.1.15. Review of the Bill of Quantity (BOQ), estimated cost, specifications submitted by Consultant Architect including size, dimension, shape, reference image and list of recommended makes/manufacturers/suppliers. Consultant shall study and conclude market rate analyse and verify the Bill of Quantity.~~

3. Services during the Construction Phase

3.1. Review of Drawings and provide Technical Inputs

3.1.1. The Consultant to supervise the Consultant-Architect in order to respond to the comments made by Authority appointed Executive Engineer / Managing Committee on the review and incorporate the necessary modifications required for approval. Consultant shall coordinate and clarify queries raised by implementation agencies on designs and drawings for execution at site.

3.1.2. To review & approve Planning, Scheduling and Implementing of detailed construction programs with stipulated milestones to complete the project in time and indicate/scrutinize any works likely to be delayed or disrupted in written to Employer/Engineer-In charge/Architect / Consultant after a careful study and ensuring timely completion of project.

3.1.3. The consultant in coordination with Consultant-Architect and CMA , prepare and monitor a schedule plan for the release of GFCs on site.

3.1.4. The Consultant shall, on behalf of Authority, apply for and obtain all the statutory approvals, licenses and permits required to commence the construction works.

3.1.5. PMC on behalf of the Authority to follow-up and ensure compliance. PMC to monitor project implementation to ensure compliance with environmental regulations and mitigation commitments.

3.1.6. The Consultant shall prepare and issue daily, weekly, fortnightly, monthly and quarterly progress reports. The preparation of periodical reports relating to time, cost and quality as directed by the Authority.

3.1.7. The Consultant shall approve the setting out of the works.

- 3.1.8. Scrutinizing the construction methods proposed by the Contractor for carrying out the works to ensure that these are satisfactory with particular reference to the technical requirements and deployment of plant and machinery, project implementation schedule and environment aspects as well as safety of works, personnel and the general public.
- 3.1.9. The Consultant is to ensure that there are no deviations in the GFC from that of tender / detailed designs and drawings. Further no additional works / items of execution by the CMA is to be released without prior approval from the Authority.
- 3.1.10. Keep the Authority informed about compliance or any variance from technical specification / scope of the work of the Construction and Maintenance Agency.
- 3.1.11. Consultant shall assist the Authority in co-ordination works with different executing agencies for the Project (if any) and support in timely implementation of the project.
- 3.1.12. Planning, scheduling and monitoring of the projects using IT tools - construction monitoring software, preferably real-time reporting tools and techniques as approved by the Authority.
- 3.1.13. Keep the Authority informed about compliance or any variance from the completion schedule and recommend to the Authority steps or amendments (if any) required to ensure timely completion of the construction of the Project
- 3.1.14. The Consultant shall coordinate with Consultant-Architect to review and approve shop drawings prepared by the Construction and Maintenance Agency(s).
- 3.1.15. Suggest modifications in the CMAs work program method statements, material sources etc., including activity scheduling and resource programming;
- 3.1.16. The Consultant shall direct the CMA to take all necessary steps including those mentioned in the construction contract to protect the environment on and off the site which arise due to construction operations.

4. Project management and site supervision

- 4.1. Attending periodic site meetings / meetings of the Authority and present site conditions bottlenecks faced likely hindrances, time overruns, cost overruns and any other important matter along with solutions proposed. PMC will be required to submit periodic reports concerning quality standard and progress of the project.
- 4.2. Deploy requisite number of qualified and experienced man power as per Annexure - I, at the site as per requirement to supervise the day to day works and also shall be responsible for monitoring of the progress of work as per drawings, construction procedures and practices and to ensure quality in day-to-day work as per specifications and standards.
- 4.3. Supervise the mobilization of the contractor, his staff, plant, equipment etc. and his provisions for storage and other operating areas, paying particular attention to land made available for the construction of the works, including rights-of-way and way leaves.
- 4.4. Review and report to the Authority / Authority's representative about details of the quality/contractual non-compliances of the Construction and Maintenance Agency as soon as reasonably practicable.
- 4.5. In case the work is held up for more than 3 days, the representative of the PMC shall report to the authority.
- 4.6. Physically verify all dimensions of site and ensure that they are as per approved drawings. Discrepancies shall be notified to the Employer/Engineer in charge/Architect / Consultant

immediately.

- 4.7. The Consultant shall ensure that the contractor carries out the works in accordance with the construction contract and assist the contractor therewith, all to enable the contractor to fully carry out his obligations within the tender total or such other sum as may become payable to him under the provisions of his contract and within the scheduled time for completion.
- 4.8. Check periodically the quantities recorded for various items and keep watch on excess/ shortage. PMC shall account for all variations in tender quantities with respect to execution drawings and submit a report. Shall assess impact of excessive quantities on the cost of project and wherever felt necessary by Employer, prepare a Running Summary of Cost for perusal of Employer/Engineer-in-Charge. PMC shall obtain approval from Authority/Engineer-In-charge if the additional quantities outside the scope put to tender are likely to arise prior to giving permission to Contractor to go ahead with the work.
- 4.9. The PMC will, on submission of Contractor's bill, verify the measurements at site and recommend for the bill certification. Verification and Recommendation of bill by PMC shall be forwarded to the Authority. Entire Bill Certification works shall be carried out within stipulated time limit in accordance with quality of work executed and in compliance with stipulated specifications. The Consultant shall make independent measurements and quality checks towards realization of the CMA's milestone and ensure that all necessary documentation is provided in support of the realization of the works completed against the milestone.
- 4.10. Preserve field books and measurement books by completion of project or as advised by Employer/Engineer-in-charge /Architect / Consultant.
- 4.11. Maintain register for inward & usage of primary materials like cement, steel, tiles etc.
- 4.12. Consultant shall assist the Authority in taking over the works from the CMA for each section, in particular by preparing list of punch-points and deficiencies which need to be corrected/completed.
- 4.13. The PMC shall regulate to ensure adherence to the tender stage cost, until found necessary for variation. For any variation in the cost mentioned in the CMA tendering stage and the actual construction stage, the PMC shall submit a report with clear justification of the variation. The variations shall be detailed with item-wise cost /change in material/ procurement/ time lapse/ escalation or any other factor etc. The PMC shall endeavour that such variations are minimum. The PMC shall seek Authority's approval in advance in such cases of variation.
- 4.14. Ensure that Contractor have taken requisite "All Risk Insurance Policies" to cover workman under Workman Compensation Act, loss / damage caused by natural calamities / accident / accidental collapse of partially completed work, materials and plant at site and for third party claims for injury / damages. PMC shall ensure that all such policies remain in force throughout the execution of project as applicable and as stipulated in Bid. Ensure use of materials as per make-list or equivalent.
- 4.15. Monitor and inspect the contractor's methods of construction for permanent and temporary works, including false work, checking of centering & scaffolding, reinforcement and supervision of concrete & other civil work, electrical, mechanical, plumbing/piping, firefighting, BMS, IT Systems, extra low voltage works, as well as materials and equipment installation, workmanship and other site operations in regard of compliance with the requirements of the specification, the applicable standards and the manufacturer's recommendations, with all due attention being given to adherence to safety codes, labor laws, either laws, bye-laws and regulations and avoidance of public nuisance.
- 4.16. The PMC to conduct daily site inspections, verify compliance with design specifications and quality standards for interior works, oversee exhibit installation, and ensure materials and

workmanship meet standards.

- ~~4.17. The PMC shall be responsible for overall monitoring of CMA-2 for Exhibit Fabrication works as per Museum requirement & drawings approved by the authority.~~
- 4.18. Consultant shall supervise the installation and application of lighting, finishes, fixtures, paint, coatings, flooring, ceiling, roofing, expansion joints, façade and display cases, ensuring high-quality execution and proper alignment.
- 4.19. Consultant shall manage the installation of interactive elements, climate control systems, audio-visual equipment, and signage, ensuring all elements are integrated seamlessly and function correctly.
- ~~4.20. Cabinets, lightings, showcases, storage almera etc, interior works should be as per Museum methodology system and norms. The PMC shall ensure that the Museum norms are followed by CMA and shall confirm with the quality standards.~~
- 4.21. Any preventive and curative conservation required to be monitored during the construction.
- ~~4.22. AV System and virtual reality software purchase to be supervised and ensure it meets the quality standards as prescribed and approved by the authority at the time of purchase, installation and at function.~~
- 4.23. Ensure safety of structure by taking all necessary precautions and by not allowing excessive construction loads on floors and shall avoid such other factors, which will endanger the safety of structure during construction.
- 4.24. The Consultant shall direct the CMA, on behalf of the Authority, in all matters concerning construction safety and care of the works (including the erection of the temporary signs at road-works) and, if required, to request the Contractor to provide any necessary lights, guards, fencing and watchmen.
- 4.25. The PMC to make their own arrangements at no extra cost to the Employer for instruments / equipment's such as total station/theodolites, levelling instruments, prismatic compass, chain, measuring tapes, plain tables and ranging rods, such other equipment's.
- 4.26. Suggest modification, if any, due to site conditions and advise reasoned justification of cost variations on account of resultant extra items and excess supported by proper analysis.
- 4.27. Advise Authority with regard to extra claims / disputes/ Arbitration cases, if any and assist Authority in case of any dispute till the cases are resolved either by mutual negotiation or through arbitration or court, as the case may be.
- 4.28. To submit preliminary completion report, defect liability completion report, final job completion report to the Employer.
- 4.29. The Consultant shall assist/advise Authority for advance actions required to be taken for handing over of site and in achieving different milestones for completion of projects as per schedule.
- 4.30. Inspect completed works on receipt of a notice and advise Authority if the Construction Management Agency has discharged all its obligations and if a completion certificate can be issued by the Authority;
- 4.31. The Consultant shall review and approve the Operation & Maintenance Manual to be prepared by CMAs.

4.32. Reporting requirements and obligations:

The consultant shall prepare and submit the following reports (as given below) to the Authority.

Sr. No	Reports	Frequency	Due Date/Time
1.	Daily Progress Report with Photographs	Daily	Every day
2.	Weekly Detailed Progress Report	Every 7 days	By end of every week.
3.	Monthly Detailed Project Progress Report	Every Month	By 5th of the Month
4.	Final Report	One time	Within 30 days of completion of services/Contract

Particulars of the reports to be submitted:

- i. The Detailed Progress Report shall include Physical and Financial Progress of the project as per timelines, site photographs and other details.
- ii. The periodic reports to include –
 - a) Physical Progress of the project,
 - b) Financial progress & fund utilization
 - c) Quality Assurance systems and Project quality
 - d) Variations with respect to sanctioned covenants
 - e) Cost variations and time overruns
 - f) Remedial measures to improve physical & financial progress and quality of the project
 - g) And any other reporting necessary.
- iii. The Quarterly Progress Report shall contain details of all meetings, decisions taken therein, mobilization of resources (Consultants' and the Contractor), Detailed compliance report of each activity, progress and the projected progress for the forthcoming periods. The Report shall clearly bring out the delays, if any reasons for such delay(s) and the recommendations for corrective measures.
- iv. The Consultant will prepare a comprehensive final completion report (Final Report) with progressive photograph after completion of the work. The report shall incorporate summary of the method of maintenance supervision performed, problems encountered, and solutions undertaken thereon and recommendations for future projects of similar nature to be undertaken by the Authority.
- v. The consultant to maintain log of major activities (construction and administrative) throughout the duration of the project.

5. Quality Control

- 5.1. Monitor the quality of the work, material testing – its reports & frequency and control the quality as per specification, relevant codes and standards applicable.
- 5.2. The Consultant shall ensure implementation of a system of Quality Assurance of works; approve construction materials and sources of materials (except finishing items); review all mix designs

proposed by the CMA and approve/suggest modifications in the mix design, sampling and testing procedure and Quality Control measures to ensure required standard and consistency in quality.

- 5.3. The Consultant shall check the setting up of laboratory (including calibration of equipment) and field tests carried out by the CMA and develop a mechanism in consultation with Authority to carry out adequate number of independent tests other than the regular testing done by Contractor;
 - 5.4. Check all construction materials and equipment arriving on site to ensure that they are in compliance with the requirements of the specification and the applicable standards ensure that all materials handling and storage is in accordance with the manufacturers' recommendations. Advise to the contractor for safety measures & epidemics.
 - 5.5. Review and report to the Authority as to whether the Quality Assurance System complies with the requirements of standards stipulated by the Authority or as per best industry practices/norms.
 - 5.6. It will list the audit points in respect to various activities & rectification required. It shall also highlight the weaknesses observed, recommended remedial measures and degree of compliance of the audit points raised in earlier visits. The consultant shall prepare a separate report on the progress of work.
 - 5.7. Maintain the registers for mandatory tests to be conducted for all materials before incorporation in work. The guidelines may be taken from the Engineer in charge regarding the registers to be maintained.
 - 5.8. Check and review the test results/certificates of all construction material and or sources of material and enforce the contractor to undertake additional tests as necessary to assess the quality of works and shall monitor test reports and frequency of testing.
 - 5.9. The consultant to ensure best safe practices for all types of site-works. Consultant to monitor, report and rectify the same during the construction period.
 - 5.10. Inspect and approve the materials at site as per specifications before it is used in work.
 - 5.11. Responsible for obtaining good workmanship with respect to lines, levels and plumb at all stages of work with reference to working drawings and ensure correct dimensions of all elements.
 - 5.12. Ensure that all material brought to site to be of approve quality and make, rejected material is removed from site and work executed is of high standard, good workmanship and desired quality.
 - 5.13. Maintain checklists of all items and keep record of checklists before start of each activity and after completion of each activity.
 - 5.14. Checking and Approving the RCC component before casting by structural engineer or upper level representative.
- 6. Services during the Post-Construction Phase**
- 6.1. Preparing & addressing the schedule of defects / punch lists and necessary coordination with CMAs for timebound rectification and resolution of the defects / punch lists.
 - 6.2. Provide assistance in testing and commissioning of the facility
 - 6.3. Collection and integration of various O&M manuals, commissioning & test certificates
 - 6.4. Reconciliation and Certification of Final bills of Agency, contractors, suppliers, vendors and

consultants.

- 6.5. The Consultant to coordinate with DTA & CMA and submit the as-built drawings after the end of construction phase.
- 6.6. Provide recommendation to prevent future defects in the project process.
- 6.7. Prepare quarterly audit report collating observations, risks, defects noted, functionality, usage and recommendations.
- 6.8. Follow up to review the compliance of recommendations provided and report the status.
- 6.9. Assist Employer in settlement of the Contractor's account and any extra/excess items if any
- 6.10. PMC to overview the preventive maintenance and consultant should collect the Guarantee Bond for all project related work and equipment and as built drawings and it should be handed over to the Authority.
- 6.11. Preparation of *as-built drawings* for all works covered under the Project, incorporating all changes, deviations, and modifications made during execution, as part of the PMC scope of services and it should be handed over to the authority.
- 6.12. Preparation, review, and submission of comprehensive *Operation and Maintenance (O&M) Manuals* along with detailed *Standard Operating Procedures (SOPs)* for operation, maintenance, and routine works of all systems, equipment, and facilities covered under the Project, including operating instructions, maintenance schedules, safety guidelines, and compliance with applicable standards, as part of the PMC scope of services.
- 6.13. Prepare an integrated housekeeping, operation and maintenance manual for proper upkeep of the premises.
- 6.14. PMC shall be responsible for completing the entire scope of work outlined above within a period of twelve (12) months from the date of commencement. The deployment of manpower and resources necessary for executing the scope of work shall be at the discretion of the Project Management Consultant (PMC).
- 6.15. The agency shall ensure that adequate and qualified personnel are available as required, to supervise and meet the quality standards. PMC to allocate necessary resources to avoid any delays and allocate resources to ensure seamless execution of the project.

Annexure I - Deployment of Personnel

(Refer Clause 4.2)

The Consultant shall deploy the following manpower for overall monitoring & management of the project **during Construction Phase** (Construction and Execution of Works).

S. No	Position	Qualification & Experience	Nos.	Responsibility	Duration of Deployment
1	Team Leader	B.E/B.tech/ Diploma in Civil Engineering + minimum 15 Years of experience in building construction after completion of graduation, min 10 year experience with government building project construction	1	<ul style="list-style-type: none"> • Overall Responsibility for delivery of Services. Single point of contact with client • Attend review meetings and basis the feedback of client, coordinate with respective internal teams for end delivery • Attend review meetings and basis the feedback of client, coordinate with respective internal teams for end delivery. 	Full time deployed at Project Site
2	Project Manager	B.E/B.tech in Civil Engineering + minimum 7 years relevant on-site experience in handling large scale infrastructure project as a project manager	1	Responsible for monitoring of all obligations of the Contractor during the Construction Phase.	Full time deployed at Project Site
3	Quality Control Cum Site Engineer (Civil)	Graduate in Civil Engineering + minimum 5 years of experience after completion of graduation, in in quality assurance of Building/ Urban/ Infrastructure projects	1	Responsible for monitoring of day-to-day civil works of the Contractor and coordination with the Design Team. Full time deployed at Project Site	Full time deployed at Project Site
4	Site Engineer (Electrical /Mechanical)	Graduate in Electrical or Mechanical Engineering + minimum 5years of experience after completion of graduation, in construction management of Building/ Urban/ Infrastructure projects	1	Responsible for monitoring of day-to-day Mechanical & Electrical works of the Contractor and coordination with the Design Team. Deployed at Project Site	Full time deployed at Project Site
5	Site Engineer (HVAC/P	Graduate in Mechanical Engineering + minimum 5years of experience after	1	Responsible for monitoring of day to day HVAC, Plumbing and	During the execution of respective work or

	lumbing/Firefighting)	completion of graduation, in construction management of Building/ Urban/ Infrastructure projects		Firefighting works of the Contractor and coordination with the Design Team. Deployed at Project Site	minimum 6 months whichever is greater
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The above indicated manpower is the minimum expected manpower required to be deployed by the Consultant. PMC shall assess its scope and deploy manpower in addition to the above, as and when required. Also PMC shall deploy the additional manpower as per the authority's instruction.

The Consultant shall deploy the following manpower on site during **the Post-Construction Phase**

Sr. No	Position	Qualification & Experience	Nos.	Responsibility	Duration of Deployment
1	Project Manager	B.E. Civil/Mechanical/Electrical + minimum 7 years relevant on-site experience	1	Responsible for monitoring of all obligations of the Contractor during the Post-construction Phase.	Visit the site at a minimum frequency of once a month and as per the instructions of the Authority.

The above indicated manpower is the minimum expected manpower required to be deployed by the Consultant during the Post-Construction Phase. The consultant shall assess its scope during the Post-construction phase and deploy manpower in addition to the above, as and when required. Also PMC shall deploy the additional manpower as per the authority's instruction.