

Draft Contract

This Agreement (“the Contract”) is made on the [date/month], 2011, at Ahmedabad, India.

Between

Gujarat International Finance Tec-City Company Limited, a company incorporated under the Companies Act 1956 having its registered office at 3rd floor, “A” wing, Khanij Bhawan, Near University Ground, 132 ft Ring Road, Vastrapur, Ahmedabad, India (hereinafter referred to as “ the Client” or “GIFTCL”) which expression shall, unless repugnant to the context or meaning thereof include its successors, executors and assigns of the **First Part** ,

And

[“**Consultant**”], a company incorporated under the Companies Act 1956 having its office at [“Consultant Address (hereinafter referred to as the “Consultant”) which expression shall, unless repugnant to the context or meaning thereof, include its successors, executors and permitted assigns of the **Second Part**.

The Party of the First Part and the Party of the Second Part are hereinafter referred to collectively as ‘Parties’ and individually as ‘Party’.

WHEREAS

- a) Gujarat International Finance Tec-City (“GIFT”) has been conceptualized as a global financial and IT/ITeS hub in the State of Gujarat, a first of its kind in India. GIFT has been planned as a city with next class infrastructure and real estate including commercial high rises business districts, quality residential housing, retail and recreational spaces. It is expected to be above or at least at par with the other international financial districts in terms of scale, scope and quality of infrastructure and real estate. GIFT zone encompasses an area of around 358 hectares, with proposed built up area (“BUA”) of approximately up to 8.5 million square meters (“the Project”);
- b) For the purposes of development and implementation of the Project, Government of Gujarat, through Gujarat Urban Development Company Ltd. (“GUDCL”) and Infrastructure Leasing & Financial Services (“IL&FS”) have established a 50:50 joint venture company in the name of Gujarat International Finance Tec-City Company Ltd (“GIFTCL/Client”)
- c) The Client has requested the Consultant to provide Consultancy Services for Preparation of Detailed Feasibility Report for the development of multi level parking complex in the Project (hereinafter called the “Services”);
- d) The Consultant, having represented to the Client that it has the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth herein after in this Contract;
- e) The Client has issued a Letter of Intent (LoI) and/or Letter of Appointment (LoA), dated [dd/mm/yy], to the Consultant, in respect of Services for the Assignment wherein the Preparation of Detailed Feasibility Report of the intended services shall have to be carried out by the consultant for the Multi-Level Parking Complex and upon acceptance thereof the Parties have agreed to execute this Contract.

NOW THEREFORE, the Parties hereto do hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract.
 - (a) The General Conditions of Contract (hereinafter called “GC”);
 - (b) The Special Conditions of Contract (hereinafter called “SC”);
 - (c) RFP Document
 - (d) Proposal Submitted by the Consultant.
 - (e) Letter of Intent/Letter of Appointment.
2. The mutual covenants including rights and obligations of the Client and the Consultant shall be as set forth in the Contract and, in particular:
 - (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) The Client shall make payments to the Consultant in accordance with the provisions of this Contract.

General Conditions of Contract

6 General Provisions

6.1 Definitions

Unless the context otherwise requires, the expressions wherever used in this Contract shall have the following meanings:

- a) **“Additional Services”** means the services other than the normal Scope of Services mentioned under RFP Document of this Contract which shall be carried out by the Consultant only after receiving a written communication from the Client.
- b) **“Applicable Law(s)”** shall mean and include all applicable Indian statutes, enactments, Acts passed by the State Legislature or by the Parliament, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Government (Central or State), statutory authority, tribunal, board or court as may be applicable from time to time; **“Assignment”** means Detailed Feasibility Report of intended Services only for the Multi-Level Parking Complex covered under the contract.
- c) **“Affiliate” or “Associate”** shall mean a body corporate or any other legal entity which is under the control of the Consultant or does have control over the Consultant directly or indirectly.
- d) **“Building”** means a structure, constructed with any materials whatsoever for any purpose, whether used for human habitation or not, and includes - foundation, plinth, walls, floors, roofs, chimneys, plumbing and building services, fixed platforms; verandahs, balconies, cornices, projections; part of a building or anything affixed thereto; any wall enclosing or intended to enclose land or space, signs and outdoor display structures; tanks constructed for storage of chemicals or chemicals in liquid form, except temporary structures with the permission of Competent Authority.
- e) **“Built-up Area”** means the area covered by a building on all floors, except the areas excluded as may be specified under GIFT Area Development Control Regulations.
- f) **“Business Day”** means a Day, other than Saturday and Sunday on which banks in Gandhinagar are open for normal banking business.
- g) **“Competent Authority”** means the agency or the person authorized by Government of Gujarat, to exercise the powers and discharge the functions of the Competent Authority under these Regulations. Different persons or authorities may be authorized to perform different functions.
- h) **“Consultancy Fees”** means the Stage wise fee payable/ paid to the Consultant as defined in RFP Document.
- i) **“Consultant”** means the person or entity contracted with the Client to provide the Services as specified in the Contract.
- j) **“Contract”** means this contract signed by the Parties, together with the GC, SC and all the Appendices.
- k) **“Client’s Representative”** means any individual or any agency/firms appointed by **the Client** to act on its behalf for this assignment.
- l) **“Days”** refer to calendar days, unless otherwise stated.
- m) **“Developer”** means the person who is legally empowered to develop the Multi Level Parking Complex.
- n) **“Engineer”** means the person appointed by the Client to act as Engineer for the purposes of the contract, or any other competent person appointed by the Client and notified to the Consultant to act in replacement to such person and shall include his authorized representative.
- o) **“GC”** means the General Conditions of Contract.
- p) **“GIFT”** means Gujarat International Finance Tec-City.
- q) **“GIFTCL”** means Gujarat International Finance-Tec City Company Limited incorporated under the Companies Act, 1956, **“GIFT Area”** means the area as denoted in the GUDA Development Plan, as amended from time to time.
- r) **“GIFT Area Plan”** means the plan prepared for GIFT Area as approved by Govt. of Gujarat (GoG).

- s) **“GIFT Area Development Control Regulations”** means regulations that may notified by GoG for the development control of the GIFT area
- t) **“Government”** means the Government of Gujarat (GoG) and the Government of India (GoI) as may be the case and shall include any department, authority and/or body within their respective or joint control discharging governmental and administrative functions.
- u) **“Letter of Intent/Letter of Appointment”** means the letter issued to the Consultant in respect of Services for **the Assignment**.
- v) **“Local Currency”** means the Indian Rupee.
- w) **“Stage”** means the sub-divisions of work to be performed by the Consultant pursuant to this Contract as described in RFP Document
- x) **“Party”** means the Client or the Consultant, as the case may be, and “Parties” means both of them collectively.
- y) **“Personnel”** means persons engaged by the Consultant or by any Sub-Consultant and assigned to the performance of the Services or any part thereof.
- z) **“Project”** means design, development, financing and construction of Gujarat International Finance Tec-City in the Ahmedabad-Gandhinagar Region of the State of Gujarat. The term “Project” also means and includes “Sub-Project(s)”, as the context may require and the term “Project” shall be interpreted accordingly.
- aa) **“SC”** means the Special Conditions of Contract by which the General Conditions of Contract may be amended or supplemented.
- bb) **“Services”** means the Scope of services to be performed by the Consultant pursuant to this Contract as described in RFP Document.
- cc) **“Sub-Consultant”** means any entity to which the Consultant Sub-Contracts any part of the Services in accordance with the Contract.
- dd) **“Sub-Contract”** means the contract to be executed between the Consultant and the Sub-Consultant(s) for this Assignment.
- ee) **“Technical Advisory Committee”** means the Committee that may be appointed by the Client to review the Services rendered by the Consultant as per the scope of Services.
- ff) **“Third Party”** means any person or entity other than the Client and the Consultant.

6.2 Interpretation

- 6.2.1 Unless the context of this Contract otherwise requires:
- 6.2.2 Grammatical variations of defined words shall be construed in accordance with the relevant definition(s);
- 6.2.3 Heading and bold face words are only for convenience and shall be ignored for the purposes of interpretation;
- 6.2.4 Reference to any law or to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to statutory provision shall include any subordinate legislation made from time to time under that provision;
- 6.2.5 Any word or phrase defined in the body of this Agreement as opposed to being defined in Clause 6.1 above shall have the meaning assigned to it in such definition throughout this Agreement, unless the contrary is expressly stated or the contrary clearly appears from the context;
- 6.2.6 When any number of days is prescribed in any document, same shall be reckoned with exclusion of the first day and inclusion of the last day;
- 6.2.7 Time is the essence in the performance of the Parties’ respective obligations under the contract. If any time period specified herein is extended, such extended time shall also be of the essence; The Consultant shall be provided with all relevant information in a timely manner and to ensure that it can complete the Services within the time for completion. In the event that such information is delayed or not provided the Client shall in conjunction with the Consultant agrees reasonable extension of time and revised date for completion.

6.2.8 The word “determine” means a determination made in the absolute discretion of the person making the determination.

6.3 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India.

6.4 Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

6.5 Notices

6.5.1 Any notices or other communications required to be given to any Party pursuant to this Contract shall be in writing in the English language and delivered in person or sent by mail, courier or facsimile to the address of the Party set forth in the SC, or to such other addresses as may from time to time be designated by the Party through notification to the other Party. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

6.5.2 Notices delivered by person shall be deemed as being effectively given on the date of personal delivery.

6.5.3 Notices delivered by mail shall be deemed as being effectively given on the seventh day after the date mailed (as indicated by the postmark) by registered airmail, postage prepaid, or on the fourth Business Day after delivery to any internationally recognized courier service.

6.5.4 Notices delivered by facsimile shall be deemed as being effectively given on the first business day following the date of transmission, as indicated on the transmission confirmation slip of the document in question

6.6 Location

The Scope of Services as are specified in RFP Document shall substantially be performed at the Consultant’s office unless otherwise as specified by the Client. Consultant shall in normal course attend meetings in Ahmedabad/ Gandhinagar or any other place mutually agreed between the Parties for the purpose of interactions with Client, GoG and Technical Advisory Committee.

6.7 Authorized Representatives

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

6.8 Taxes and Duties

Unless otherwise specified in the SC or any subsequent communication, the Consultant, Sub-Consultant and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Laws of India, the amount of which shall be deemed to have been included in the Consultancy Fees, except the statutory Service Tax which would be paid by the Client additionally to the Consultant and the Consultant shall submit proof of depositing the service tax so paid.

6.9 Scope of Services, Commencement, Completion, Modification and Termination of Contract

6.9.1 Scope of Work

The Consultant shall provide the Services as mentioned in RFP Document. The delivery schedule for rendering the Services shall be as specified in RFP

Document. The Consultant shall not commence its Services for any of its Stages, until it has received a Letter of Intent/Letter of Appointment to that effect from the Client. The Client reserves the right to alter the scope and terms of Consultancy Services before issuance of the Letter of Intent/Letter of Appointment with the consent of the Consultant. However, any changes carried out in the Scope of the Services after the issuance of the Letter of Commencement shall be considered under Clause 6.9.5.

6.9.2 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both the Parties and such other later date as may be stated in the SC.

6.9.3 Commencement of Services

Subject to the provisions of the Contract, the Consultant shall commence the Services based on Letter of Intent/Letter of Appointment issued by the Client.

6.9.4 Term and Expiration of Contract

Unless terminated earlier pursuant to Clause 6.9.7, the Term of the contract shall be co-terminus with the selection of the Contractor/ Developer for Multi Level Parking Complex.

6.9.5 Modification

6.9.5.1 Modification of the terms and conditions of this Contract, including any modification of Scope of Services or of the Consultancy Fees, may only be made by written agreement between the Parties on mutually agreed terms.

6.9.5.2 Any change, modifications or re-work carried out owing to the errors or omissions based on technical due-diligence of data and information collected by the Consultant shall not be deemed as Additional Services no matter how material or substantial the revisions or additions are or no matter whether the design has been approved by the Client or not. For purposes of clarification, the entire responsibility of technical due diligence of data and information for carrying out the Services shall rest with the Consultant.

6.9.5.3 Any change in the design up to the selection of the contractor/developer and approval of the Client shall not be considered as material modifications.

6.9.5.4 For Additional Services provided by the Consultant, the Client shall pay the Consultant additional fees as may be mutually agreed in writing in addition to the Consultancy Fees.

6.9.5.5 If the Client changes the content of the design (for no fault of the Consultant) after approval of the Services, which may require re-work, the same would be considered as Additional Services and the Parties shall mutually decide on the additional fees to be paid to the Consultant.

6.9.5.6 Any modifications suggested by the Technical Advisory Committee as per the Scope of Services before the approval of any of the deliverables shall be considered and incorporated by the Consultant in carrying out the Services. The same shall not be considered as Additional Services and shall be provided within the Consultancy fees provided under the contract.

6.9.6 Termination

6.9.6.1 By the Client

The Client may terminate this Contract, by giving not less than thirty (30) days' written notice of termination to the Consultant; to be given after the occurrence of any of the events specified in paragraphs (a) through (h).

- (a) If the Consultant does not remedy a default / failure in the performance of the Services under the Contract, within a period of 30 days of receipt after being notified by the Client or within such further period as the Client may have subsequently approved in writing.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a continuous period of not less than sixty (60) days
- (c) If the Consultant becomes insolvent or bankrupt or its entire net worth becomes negative or it enters into any agreements with its creditors for relief of debt or takes advantage of any law for the benefit of debtors or goes into insolvency or receivership whether compulsory or voluntary;
- (d) If the Consultant fails to comply with any final decision reached as a result of arbitration proceeding pursuant to Clause 6.15 hereof;
- (e) If the Consultant submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultant knows to be false;
- (f) If the Consultant, in the reasonable judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract including those provided in Clause 6.10.2.1.
- (g) For the purpose of this Clause:
“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a Client and public official in the selection process or in Contract execution.
“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a Contract to the detriment of the Client, and includes collusive practice among Consultant (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.
- (h) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (i) In case the Consultant does not perform the Services as per the Contract.

6.9.6.2 Cessation of Rights and Obligations.

Upon termination of this Contract pursuant to Clause 6.9.7.1 hereof, or upon expiration of this Contract, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued up to the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 6.10.3 hereof, (iii) any right which a Party may have under the Applicable Law, (iv) obligation of liability/warranty for completed design on part of the Consultant, (v) the indemnities contained hereunder, (vi) clause 6.5 hereof relating to Notices and (vii) Clause 6.16 of the SC relating to Dispute Settlement.

6.9.6.3 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clause 6.9.7.1 hereof, the Consultant shall, immediately upon

dispatch or receipt of such notice, take all reasonably practicable and necessary steps to bring the Services to a close in a prompt and orderly manner without causing inconvenience to the Client and shall make reasonable efforts to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client for the use of the Consultant which are the property of the Client, the Consultant shall proceed to deliver the same to the Client, the delivery of documents prepared by the Consultant being subject always to the payment by the Client of all fees and costs becoming properly due under this Agreement.

In case the Consultant does not perform as per the conditions of the Contract, the Client may after giving notice to the Consultant, engage external Consultant at reasonable market rates to perform the Services not so performed, at the risk and cost of the Consultant.

6.9.6.4 Payment upon Termination

Upon termination of this Contract pursuant to Clause 6.9.7.1 the Client shall make the following payments to the Consultant on proportionate basis for the Services rendered and/or in progress by the Consultant up to the date of notice of termination. The Client shall in no way be responsible for any liabilities of the Consultant and shall not make any direct payments to any sub-Consultant appointed by the Consultant:

- (a) Fees pursuant to Clause 6.10 and 6.12 for Services satisfactorily performed or in progress prior to the effective date of termination;
- (b) In the case of termination pursuant to paragraph (b) of Clause 6.9.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Consultant's personnel.

6.10 Obligations of the Consultant

6.10.1 General

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the Developer or Design Consultant and a Third Party.

6.10.2 Conflict of Interests

6.10.2.1 Consultant Not to Benefit from Commissions Discounts, etc.

The fees of the Consultant pursuant to Clause 6.12 shall constitute the Consultant's sole fees in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultant, and agents of either of them, similarly shall not receive any such additional fees from any third party .

6.10.2.2 Consultant and Affiliates not to be otherwise interested in Assignment

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and their affiliates, as well as any of its Sub-Consultants and any of its affiliates, shall not provide and shall be disqualified from providing goods, works or Services to the Developer or its affiliates for any Assignment related to Multi Level Parking Complex covered under this Contract.

6.10.3 Confidentiality

Without the written consent of the Client, the Consultant shall not disclose to any Third Party or transfer the technical information (including Assignment drawings, designs etc.). The Consultant shall not either provide to any Third Party such content as tendering and business information in relation to this Contract.

6.10.3.1 The Consultant, their Sub Consultant and the Personnel of either of them shall not until 5 years after expiry of the Term, during the term of this Contract, disclose any proprietary or confidential information relating to the Services, this Contract or the business or operations of the Client without the prior written consent of the Client. This obligation shall not apply to information:

- (a) which is or becomes available to the public other than by breach of this Contract; or
- (b) which is in or comes into the possession of the receiving Party prior to the date of execution hereof and which was not or is not obtained under any obligation of confidentiality; or
- (c) which is required by law or appropriate regulatory authorities to be disclosed, provided that the Party supplying the information is notified of any such requirement at least fifteen (15) days prior to such disclosure and the disclosure is limited to the minimum extent possible;

6.10.4 Insurance to be taken out by the Consultant, Indemnity and Limit of Liability

6.10.4.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at their or at the Sub-Consultant's own cost insurance against the risks, and for the coverage, as specified in this Clause hereunder or as specified in the SC, and (ii) at the Client's request, shall take insurance and shall provide evidence to the Client, showing that such insurance has been taken out and maintained and that the current premiums have been paid.

6.10.4.2 The risks and the coverage that the Consultant shall arrange in the insurance policy taken by it at its own costs and expense shall be as mentioned below:

- (a) Professional liability insurance with a minimum coverage to be mutually agreed between the Parties. Such insurances shall be on an each and every claims basis, pollution, and contamination and asbestos in respect of which insurance shall be provided to an aggregate indemnity limit. Terrorism is excluded.

6.10.4.3 The liability of the Consultant under or in connection with this assignment whether in contract for breach of statutory duty, tort negligence or otherwise howsoever arising, shall not exceed twice the

fee earned by or paid to the Consultant in aggregate. The Consultant shall have no liability in respect of (a) any claim in connection with ground conditions, asbestos and/or environment contamination or otherwise or (b) any loss of investment, loss of contract, loss of production, loss of profits, loss of time or loss of use; and or (c) any consequential or indirect loss sustained by Client.

6.10.4.4 The Consultant shall indemnify, protect and defend for each stage, at the Consultant's own expense, Client, from and against all actions, claims, losses or damages arising out of Consultant's failure to perform its obligation required under Clause 6.10.9.

6.10.4.5 The Consultant shall indemnify the Client for and hold the Client harmless from any claims from any Third Party against the Client for adopting the Consultant certification and recommendation and other intellectual property.

6.10.5 Consultant's Actions Requiring Client's Prior Approval

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

- a) Entering into a Sub-Contract for the performance of any part of the Services,
- b) Appointing such members of the Personnel not listed by name in RFP Document and
- c) Any other action that may be specified in the SC.

6.10.6 Reporting Obligations

6.10.6.1 The Consultant shall submit to the Client, the reports and documents specified in RFP Document in the form, in the numbers and within the periods set forth in RFP Document.

6.10.6.2 The Client may appoint Engineer as Client's Representative to undertake review of the Consultant's work as per this Contract. The Services as per RFP Document may be reviewed by the Technical Advisory Committee. The Consultant shall submit all reports and documents as specified in RFP Document to the Client. The Consultant would also be required to make presentation on the progress of works before Client's Representative and incorporate the comments/suggestions.

6.10.6.3 In furtherance of the obligation undertaken by the Consultant under Clause 6.10.2, 6.10.3, 6.10.4, 6.10.5, 6.10.6, 6.10.7, 6.10.8, 6.10.9, 6.10.10 and other such clauses, the Consultant agree that the Client shall have the right to seek a review, whether on-site or offsite of the activities and records of the Consultant in relation to and/or connected to the Assignment and the Services to be performed by them hereunder. Such review may be conducted by the Client through its personnel, agents or representatives and the Consultant shall offer all reasonable and practicable co-operations in such reviews.

6.10.7 Documents submitted by the Consultant to be the Property of the Client

All data and information collected for the purpose of the Assignment (collectively called as "Data") and plans, drawings, specifications, maps, images, photographs, designs, reports and other documents (collectively called as "Documents") submitted by the Consultant in accordance with Clause 6.10.6 shall become and remain the property of the Client, and the Consultant shall not later than upon termination or expiration of this Contract, deliver all such documents to the Client. The Consultant may retain a copy of such documents but shall not use the same for any other purposes.

6.10.8 Intellectual Property

- 6.10.8.1 The certification and other documentation provided for the Client by the Consultant are solely for the purpose of this Assignment, and the intellectual property therein including copyright remains vested in the Consultant. The Client shall be granted a license and shall only be entitled to use any intellectual property owned/licensed to Consultant including software's solely for the purposes of this Assignment and for the purpose of which it was originally prepared and provided.
- 6.10.8.2 The Client shall be entitled to publish and include representation of the Documents on its promotional or professional materials or professional publications in the interest of the Assignment, where the Client shall indicate "Consultant" as the Multi Level Parking Complex
- 6.10.8.3 The Consultant may use the name, general description and images of the Assignment in press materials, marketing and business development materials as a reference for other prospective clients, unless said use would violate Clause 6.10.3.1 of this contract or an existing written confidentiality agreement between Client and the Consultant

6.10.9 Obligations of the Consultant

- 6.10.9.1 The main objective of the Assignment is to systematically develop a Detail Feasibility Report for the Multi-Level Parking Complex that will be coming up in GIFT.
- 6.10.9.2 The Consultant shall perform the Services in accordance with the time lines/ delivery schedule specified in RFP Document. The Consultant shall be liable to pay penalty for any Delay in the delivery of the Services. The applicable rate of penalty to be recovered from Consultant shall be 0.5% of the Consultancy Fees per week of delay in providing Services for each deliverable of respective stage indicated in the RFP subject to maximum of 10% of total Consultancy fee. The sum so deducted will be refunded if the Consultant makes up the delays and completes the next deliverable within the stipulated time period as mentioned in the RFP.
- 6.10.9.3 The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices and employ appropriate advanced technology. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the legitimate interests of the Client in any dealings with Sub Consultant or Third Party or Parties.
- 6.10.9.4 The Consultant shall study carefully the technical information provided by the Client and shall visit the site if required. In the event that the Consultant becomes aware of any errors or doubts about the information and data provided, the Consultant shall notify in time in writing.
- 6.10.9.5 The Consultant shall rely upon but shall be responsible for the accuracy and completeness of the Services, information and reports provided by any of their Sub-Contractors or Sub-Consultant at their own risk and responsibility. The prime responsibility rests with the Consultant for any of the tasks and activities that are performed by their Sub-Contractors. The Consultant shall have the responsibility to inform in writing to the Client of information that has obvious defects in data, information and reports provided.

- 6.10.9.6 The Consultant shall designate at their cost a representative authorized to render decisions on the Consultant behalf and to exercise the duties and obligations of the Consultant and to deal with matters in relation to the Assignment.
- 6.10.9.7 The Consultant shall submit to the Client the reports and documents specified in this Contract, in the form, in the numbers and within the time periods set forth in this Contract.
- 6.10.9.8 The Consultant shall comply Detailed Feasibility Reporting accordance with the codes and standards of India as applicable. If for certain field there are no provisions in the current codes and standards of India, the Consultant may suggest some new methods/International codes.
- 6.10.9.9 The Consultant at all stages shall coordinate with the other parties associated or appointed by the Client for this Assignment.
- 6.10.9.10 The Consultant would assist the Client in obtaining approval from GoG i.e. any technical inputs/presentation required to be undertaken for such approval as per good industry practice.

6.10.10 Consultant Personnel

The Consultant guarantees that the proposed Key Professionals of the Consultant as mentioned in RFP Document for this Assignment will be available throughout the duration of the Assignment. The Client will not consider substitutions during the contract unless both parties agree in writing to any substitution. If the Client is not satisfied with performance of any of the Key Professionals, the Consultant shall at the Client's request specifying the grounds therefore, forthwith provide as a replacement a Professional with qualifications and experience acceptable to the Clients. Any proposed substitute shall have equivalent or better qualifications and experience than the original Professional.

6.10.11 Consultant Liability

Subject to additional provisions, if any, set forth in the SC, the Consultant's liability under this Contract shall be as per Clause 6.10.4.3.

6.10.12 Consultant Representations and Warranties

Consultant represents and warrants to the Client that:

6.10.13 Corporate Existence and Power

The Consultant (a) is duly organised, validly existing and in good standing under the laws of their incorporation; (b) have all requisite approvals, power and authority to enter into and execute contracts in its own name and this Contract.

6.10.14 Authorisation, No Contravention

The execution, delivery and performance by the Consultant of this Contract and the transactions contemplated therein (a) have been duly authorised by all necessary corporate action of the Consultant (b) do not violate, conflict with or result in any breach, default or contravention of any law applicable to the Consultant, including Applicable Law. This Contract constitutes the legal, valid and binding obligations of the Consultant, enforceable against the Consultant in accordance with its terms.

6.10.15 Litigation

There are no contractual or tortuous or any other claims pending against the Consultant or that have been threatened in arbitration or before any judicial

authority against the Consultant which could have an adverse effect on their ability to perform their Services under the Contract.

6.10.16 Corrupt Practices

The Consultant have not made, directly or indirectly, any material payment or promise to pay, or material gift or promise to give, or authorised such a promise or gift, of any money or anything of material value, directly or indirectly, to any official of any Government or the Client or its shareholders or any political party or official thereof or any of their affiliates and associates for the purpose of influencing any such official or inducing him or her to use his or her influence to affect any act or decision in relation to the Contract or the Assignment, including the appointment of the Consultant.

6.10.16.1 Intellectual Property

- (a) To the best of the Consultant's knowledge, all intellectual property owned by third parties and used by the Consultant is the subject of binding and enforceable licences from third parties in favour of the Consultant:
- i. of which no notice to terminate has been received;
 - ii. all parties to which have fully complied with all obligations in those licenses;
 - iii. in relation to which no disputes have arisen or are foreseeable; and
 - iv. in relation to which, no circumstances exist which might lead to their modification or termination.
- (b) The Consultant shall not breach any intellectual property right of any third party while performing the Service and shall indemnify and keep the Client indemnified at all times including the contract period and/or any extension thereof and beyond.

6.10.16.2 Expertise of the Consultant

The Consultant have and shall apply the reasonable professional skills and expertise to undertake the Services required under the Contract expeditiously and consistent with reasonable professional skill and care, good industry practices. Each of the representations made and warranties given above are and shall be true and correct as of the date of the execution of the Contract and any the Consultant alone shall be responsible and liable for any consequences arising from their incorrectness.

6.11 Obligations of The Client

6.11.1 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties payable by the Consultant which increases or decreases the cost of Services rendered by the Consultant or any imposition of new taxes, duties, levies and fees payable by the Consultant or withdrawal thereof it shall be settled on mutually agreed terms between the parties.

6.11.2 Services and Facilities

The Client shall, on best effort basis, make available to the Consultant the information, documents and facilities required for satisfactory completion of this Assignment.

6.11.3 Obligations of the Client

- 6.11.3.1 The Client shall facilitate the Consultant by providing all the necessary support and arrangements to procure data and information.
- 6.11.3.2 When required, Client would provide general assistance to the Consultant to visit Gandhinagar/Ahmedabad in relation to Assignment related work.
- 6.11.3.3 The Client shall designate an Engineer to render decisions on behalf of the Client and to exercise duties and obligations of the Client as, may be delegated to him and to deal with matters in relation to the Assignment.
- 6.11.3.4 The Client shall render written decisions as early as reasonably possible, but not exceeding fifteen (15) Business Days at the maximum after receiving written documents submitted by the Consultant that require the decision of the Client in order to avoid delay in the progress of the Consultant's Services.
- 6.11.3.5 The Client shall review the documents provided by the Consultant as early as possible, but not exceeding fifteen (15) days at the maximum, and shall complete the formalities for the submission and approval of the documents of different stages and provide decisions and replies to avoid any delay in the progress of the design. The Client shall immediately notify the Consultant in writing in the event it becomes aware of any nonconformance of the documents with provisions of this Contract.
- 6.11.3.6 The Client shall confer with the Consultant before issuing interpretations of documents prepared by the Consultant.
- 6.11.3.7 The Client shall provide for the Consultant access to the site towards assistance for execution of Services as specified in RFP Document.

6.12 Consultancy Fee

- 6.12.1 The Lump sum Fee for Consultancy Services shall be INR _____ which shall be firm and shall not exceed this amount.

6.12.2 Fee for Additional Services

Fee for Additional Services shall be determined keeping in view the per day per person fee as indicated by the Consultant in the RFP Document and wherever specific rates are not provided, applicable market rates may be considered.

6.12.3 Terms and Conditions of Payment

Payments will be made to the account of the Consultant and according to the payment schedule stated in RFP Document. The payment will be made only after satisfactorily approval by the Engineer of the Client .In the event that payment is not made in accordance with the schedule as per RFP Document, the Consultant shall be entitled upon not less than 7 days prior written notice suspend performance of its services until payment has been made in full together.

6.12.4 Interest on Delayed Payments

If the Client has delayed payments beyond forty five (45) days after the submission of invoice as per the agreed schedule of payment by the Consultant and such delay is not attributable to the Consultant, interest shall be paid to the Consultant for each day of delay at the rate stated in RFP Document. The Consultant shall submit invoice only after receiving approval from the Client for each Stage of Services.

6.13 Force Majeure

6.13.1.1 Definition

For the purposes of this Contract, “**Force Majeure**” means any event occurring due to Act of God, war, war like conditions, blockades, embargoes, insurrection, Governmental directions and intervention of agencies of government, fire, flood, earthquake, riot, strikes, storm, volcanic eruptions, typhoons, hurricanes, tidal waves, landslides, lightning explosions, whirlwind, Acts of war, prolonged failure of energy, revocation of approvals granted by the government, action and / or order by statutory and/or government authority, acquisition, requisition or dispossession of the land or any part thereof, third party action or governmental or other authority or any other act of commission or omission or cause beyond the control of the party affected thereby.

6.13.1.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under this Contract insofar as such inability or failure arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

6.13.1.3 Extension of Time due to Force Majeure

If performance of obligations hereunder is affected by a Force Majeure incident, the affected Party shall notify the other Party in writing within fourteen (14) days from the occurrence of the incident with sufficient proof thereof. Any period within which a Party is prevented from completing any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

6.13.1.4 Payments

Parties shall discuss the impact degree of the Force Majeure incident upon the performance of this Contract, to decide whether to terminate this Contract or to partially exempt the performance of the obligations hereof or to postpone the performance hereof. Upon the occurrence of a Force Majeure incident, neither Party shall be deemed in default or failing to perform the obligations hereunder, and the payments which have accrued before the occurrence of the Force Majeure incident shall not be affected, and Client shall pay, after issuing or receiving the written notice, the Consultant for Services performed prior up to notice of such Force Majeure incident including, for the avoidance of doubt works in progress mutually agreed by both the parties.

6.13.1.5 Suspension of Assignment by Client due to Force Majeure or otherwise

If the Client suspends this Assignment through no fault of itself or due to factors that the Client cannot control (including Force Majeure), the Client shall notify the Consultant in writing within thirty (30) days. When the Assignment is resumed within six (6) months and there are no modifications, this Contract shall continue to be performed, and the Consultancy Fees shall not be changed. The Client shall provide for the

Consultant a reasonable period of time for the resumption of the Services. In case the suspension is beyond six months period, the parties would mutually decide on the time for remobilization. The compensation to the Consultant would be mutually decided and agreed upon.

6.14 The Governing Law

The law governing the Contract shall be Laws of India and court of Ahmedabad shall exclusive jurisdiction.

6.15 Settlement of Disputes

Any difference or dispute arising out of or in relation to this contract shall first be attempted to be resolved amicably through mutual discussion and negotiation between the Client and the Consultant After notifying the difference by the Either Party the authorized representative of the Parties shall meet for negotiation at a mutually agreed date, time and place, and make their best Endeavour to resolve the difference in most equitable and justifiable manner. The issues which can be settled amicably through mutual negotiation and discussion will be resolved. The matters which are not resolved within 30(thirty) calendar days of commencement of such negotiation or such extended date as the parties may agree then the parties shall declare that remaining issues are in dispute and those are fit to be resolved through Conciliation and Arbitration. Within 15 (fifteen) days of failure of negotiation, the parties shall refer the issues which could not be settled through negotiation, for resolution by a Conciliator. The parties shall thereupon within 15 (fifteen) days thereafter appoint a Conciliator by mutual consent that will notify and facilitate settlement of dispute. If settlement is not reached with the help of the conciliator then the matter will be referred to Arbitration by a sole Arbitrator to be appointed by the Client. The arbitration shall be conducted in terms of provision of the Arbitration and Conciliation Act 1996. The award made by the Arbitrator shall be final and binding on the parties

The law governing Arbitration shall be Arbitration and Conciliation Act 1996 and venue of the arbitration shall be Ahmedabad. The court at Gandhinagar shall have the exclusive jurisdiction to decide the matter in dispute. The language of arbitration proceedings and pleadings by the Parties shall be in English.

6.16 Special Conditions of Contract

| Number of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|---------------------|---|
| 6.5 | The addresses are: For Client : Gujarat International Finance Tec-City Company Limited 3 rd Floor, “A” Wing, Khanij Bhavan, Near University Ground,132 ft Ring Road,Vastrapur Ahmedabad, India - 380052 Attention : Mr. Ramakant Jha Tel : 079-30018300 Facsimile : 079-27912516 For Consultant : [“Consultant”] |

| | |
|--------|--|
| | [“Consultant Add”] |
| | Attention : [“Consultant Name”] Tel : Facsimile : |
| 6.7 | The Authorized Representatives for signing of the contract are: For the Client Mr. Ramakant Jha For the Consultant [“Consultant Name”] |
| 6.9.2 | The Effective Date on which this Contract shall come into effect is: The date on which the Contract is signed. |
| 6.9.3 | The date for commencement of Services is: Seven (7) days from the issue of Letter of Commencement. |
| 6.10.7 | The Consultant shall not disclose and use any of its data, documents and drawings pertaining to the Assignment without the prior approval of the Client. |

IN WITNESS WHEREOF, the Parties hereto through their authorized representative have executed this Agreement as of the day and year first above written.

FOR AND ON BEHALF OF

Gujarat International Finance Tec-City Company Limited

3rd Floor, “A” Wing, Khanij Bhavan, Nr. University Ground, 132 ft Ring Road, Vastrapur, Ahmedabad-380052, India
Ph No.:079-30018300,
Fax No: 079-227912516

By: Mr. Ramakant Jha, Director-In-Charge
(Authorized Representative of **GIFTCL**)

Date:

Place:

Witness 1.

2

FOR AND ON BEHALF OF

[“Consultant Name”].

[“CONSULTANT ADD”]

Tel:

By ["Consultant Name"]
(Authorized Representative of the ["Consultant"])

Date:

Place:

Witness 1.

2.