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SHRI G.S. INSTITUTE OF TECHNOLOGY & SCIENCE

(Govt. Aided Autonomous Institute, Established in 1952)
23, Sir M. Visvesvaraya Marg (Park Road), INDORE - 452 003 (M.P.) India
(Shri Govindram Seksaria Institute of Technology & Science, Indore M.P.)

Ref. : P-91/TEQIP-III/Centralized/2019/Services/174/ 907 Date : 25.07.2019

O/C

WORK ORDER

Package Code: TEQIP-III/2019/MP/gsit/174
Package Name: GATE Training – 2020

Current Date: 25-Jul-2019
Method:QCBS

HIRING OF CONSULTANCY SERVICES FOR GATE TRAINING

1.	Name of Project	:Technical Education Quality Improvement Programme [TEQIP] - Phase III
2.	Credit/Loan Number:	: Cr. 5874-0 IN
3.	Type of Consultancy Assignment:	: QCBS
4.	Whether the terms of reference have:	: Yes
5.	Name of consultant/consultant firm	: Engineer's Circle Education Pvt. Lltd.
6.	Date of Award of the contract	:25-Jul-2019
7.	Date of signing of the contract	:25-Jul-2019
8.	Contract value as awarded	INR 1,19,47,500/-
9.	Contract number and date	:TEQIP-III/2019/MP/gsit/174 DATE 25-Jul-2019
10.	Stipulated period of completion	:6 Months
11.	Enclosure:	Contract form

(Prof. Rakesh Saxena)
Director

Shri G. S. Institute of Technology and Science, Indore.,23, Park Road, Indore-452003

Contract Form

Package Code: TEQIP-III/2019/MP/gsit/174
Package Name: GATE Training - 2020

Current Date: 25-Jul-2019
Method: QCBS Services

This CONTRACT (hereinafter called the "Contract") is made the **25th day** of the month of **July 2019**, between, on the one hand, **Shri G. S. Institute of Technology and Science, Indore.** (hereinafter called the "Client") and, on the other hand, **M/s Engineer's Circle Education Pvt. Ltd., Bhopal.** (hereinafter called the "Consultant").

WHEREAS

a The Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");

b The Consultant, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

c The Client has received [*or* has applied for] a loan from the International Bank for Reconstruction and Development (hereinafter called the "Bank") [*or* a credit from the International Development Association (hereinafter called the "Association")] towards the cost of the Services and intends to apply a portion of the proceeds of this loan [*or* credit] to eligible payments under this Contract, it being understood (i) that payments by the Bank [*or* Association] will be made only at the request of the Client and upon approval by the Bank [*or* Association], (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the loan [*or* credit], and (iii) that no party other than the Client shall derive any rights from the agreement providing for the loan [or credit] or have any claim to the loan [*or* credit] proceeds;

NOW THEREFORE the parties hereto 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; As discussed and agreed upon by M/s Engineer's Circle Education Pvt. Ltd., Bhopal. The total number of minimum number of students assured by Director SGSITS

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Indore will be 450 students. But, however, if the students exceeds 450 the extra payment will be made as per the value quoted by M/s Engineer's Circle.
However, to determine the number of students attending the classes will be determine by number of students attending the classes in the last week of August 2019.

b) The Special Conditions of Contract;

c) The following Appendices: [***Note***: *If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix*]

Appendix A: Description of Services	Enclosed
Appendix B: Reporting Requirements	Enclosed
Appendix C: Key Personnel and Sub-Consultants	Enclosed
Appendix D: Breakdown of Contract Price in Foreign Currency	Not used
Appendix E: Breakdown of Contract Price in Local Currency	Not used
Appendix F: Services and Facilities Provided by the Client	Enclosed
Appendix G: Form of Advance Payment Guarantee	Not used

d)

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

(a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

For and on behalf of **Shri G. S. Institute of Technology and Science, Indore.**

Prof. Rakesh Saxena,
Director

For and on behalf of **M/s Engineer's Circle Education Pvt. Ltd., Bhopal**

Mr. Sanjay Gupta
[Authorized Representative]

Witness 1

Name : Dr. P. P. Bansod
Designation : Professor SGSITS

Signature :

Witness 2

Name : Amit Modi
Designation : Center head E.C. Indore.

Signature :

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II. General Conditions of Contract

1.1 Definitions

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

A "Applicable Law" means the laws and any other instruments having the force of law in the Government's country, or in such other country as may be specified in the Special Conditions of Contract (SC), as they may be issued and in force from time to time.

B "Bank" means the International Bank for Reconstruction and Development, Washington, D.C., U.S. International Development Association, Washington, D.C., U.S.A.

C "Consultant" means any private or public entity that will provide the Services to the Client under the Contract.

D "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is these General Conditions (GC), the Special Conditions (SC), and the Appendices.

E "Day" means calendar day

F "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.

G "Foreign Currency" means any currency other than the currency of the Client's country

H "GC" means these General Conditions of Contract.

I "Government" means the Government of the Client's country.

J 'Local Currency" means the currency of the Client's country.

K 'Member" means any of the entities that make up the joint venture/consortium/association, and "Members" means all these entities.

L 'Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.

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M "Personnel" means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof. "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country; and "Key Personnel" means the Personnel referred to in Clause GC 4.2(a).

N "Reimbursable expenses" means all assignment-related costs other than Consultant's remuneration.

O 'SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.

P 'Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

Q 'Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.

R 'Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-Consultant.

S "In writing" means communicated in written form with proof of receipt.

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

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1.2	**Relationship Between the Parties**	Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder
1.3	**Law Governing Contract**	This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law
1.4	**Language**	This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
1.5	**Headings**	The headings shall not limit, alter or affect the meaning of this Contract
1.6	**Notices**	
	1.6.1	Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC
	1.6.2	A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC
1.7	**Location**	The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
1.8	**Authority of Member in Charge**	In case the Consultant consists of a joint venture/ consortium/ association of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this

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Contract, including without limitation the receiving of instructions and payments from the Client

1.9	**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
1.10	**Taxes & Duties**	The Consultant, Sub-Consultants, and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.

1.11. Fraud and Corruption

1.11.1 Definitions

It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), as well as Consultants under Bank-financed contracts, observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Bank:

a) defines, for the purpose of this provision, the terms set forth below as follows

i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;

ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

iii) "collusive practices" means a scheme or arrangement between two or more consultants, with or without the knowledge of the Borrower, designed to establish prices at artificial, non-competitive levels;

iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.11.2 Measures to be Taken

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b) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;

c) will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Bank-financed contract;

1.11.3 **Commissions and Fees**

d) will require the successful Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 **Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both Parties and such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date

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2.2	**Termination of Contract for Failure to Become Effective**	If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
2.3	**Commencement of Services**	The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC
2.4	**Expiration of Contract**	Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
2.5	**Entire Agreement**	This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

2.6 Modifications or Variations

a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party

b) In cases of substantial modifications or variations, the prior written consent of the Bank is required

2.7 Force Majeure- Definition

2.7.1 a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force

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Majeure to prevent), confiscation or any other action by Government agencies.

b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 **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 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

2.7.3 **Measures to be Taken**

a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to

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the time during which such Party was unable to perform such action as a result of Force Majeure.

d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or

continue with the Services to the extent possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8

2.8 **Suspension** The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

2.9 **Termination** The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause GC 2.9.1. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Consultants, and sixty (60) days' in case of the event referred to in (g).

a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing.

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b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary

c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

d) If the Consultant, in the judgment of the Client, has engaged incorrupt or fraudulent practices in competing for or in executing this Contract.

e) If the Consultant submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client

f) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

g) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.2 **By the Consultant**

The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2.

(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.

(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

(d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

2.9.3 **Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and

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auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Applicable Law.

2.9.4 **Cessation of Services** Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

2.9.5 **Payment upon Termination** Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Client shall make the following payments to the Consultant:

a) remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and

b) except in the case of termination pursuant to paragraphs (a) through (e) of Clause GC 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract including the cost of the return travel of the Personnel and their eligible dependents

2.9.6 **Disputes about Events of Termination** If either Party disputes whether an event specified in paragraphs (a) through (f) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3 OBLIGATIONS OF THE CLIENT

3.1 General

3.1.1 **Standard of Perform-ance** 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 standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and

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safeguard the Client's legitimate interests in any dealings with Sub-Consultants or third Parties.

3.1.2	**Law Governing Services**	The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-Consultants, as well as the Personnel of the Consultant and any Sub-Consultants, comply with the Applicable Law. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.
3.2	**Conflict of Interests**	The Consultant shall hold the Client's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests

Consultants Not to Benefit from Commis-sions, Dis-counts, etc

3.2.1	a)	The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment 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-Consultants, and agents of either of them similarly shall not receive any such additional payment
	b)	Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.
3.2.2	**Consultant and Affiliates Not to Engage in Certain Activities**	The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting

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from or directly related to the Consultant's Services for the preparation or implementation of the project

3.2.3	**Prohibition of Conflicting Activities**	The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract
3.3	**Confidentiality**	Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services
3.4	**Liability of the Consultant**	Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be provided by the Applicable Law.
3.5	**Insurance to be Taken Out by the Consultant**	The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid
3.6	**Accounting, Inspection and Auditing**	The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Client or its designated representative and/or the Bank, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by

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auditors appointed by the Client or the Bank, if so required by the Client or the Bank as the case may be.

3.7 **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 subcontract for the performance of any part of the Services

b) appointing such members of the Personnel not listed by name in Appendix C, and

c) any other action that may be specified in the SC

3.8 **Reporting Obligations**

The Consultant shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

3.9 **Documents Prepared by the Consultant to be the Property of the Client**

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Client under this Contract 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, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software and use such software for their own use with prior written approval of the Client. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SC

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3.10	**Equipment, Vehicles and Materials Furnished by the Client**	Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value
3.11	**Equipment and Materials Provided by the Consultants**	Equipment or materials brought into the Government's country by the Consultant and the Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.

4. CONSULTANTS' PERSONNEL AND SUB-CONSULTANTS

4.1 General

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

4.2 Description of Personnel

a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the Client, his/her name is listed as well

b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week,

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whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.

c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

4.3 **Approval of Personnel** The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Client. In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the Client

4.4 **Working Hours, Overtime, Leave, etc.**

a) Working hours and holidays for Key Personnel are set forth in Appendix C hereto. To account for travel time, Foreign Personnel carrying out Services inside the Client's country shall be deemed to have commenced, or finished work in respect of the Services such number of days before their arrival in, or after their departure from the Client's country as is specified in Appendix C hereto.

b) The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C hereto, and except as specified in such Appendix, the Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

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4.5 **Removal and/or Replacement of Personnel**

a) Except as the Client may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.

b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client

c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. The rate of remuneration applicable to a replacement person will be obtained by multiplying the rate of remuneration applicable to the replaced person by the ratio between the monthly salary to be effectively paid to the replacement person and the average salary effectively paid to the replaced person in the period of six months prior to the date of replacement. Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.6 **Resident Project Manager** If required by the SC, the Consultant shall ensure that at all times during the Consultant's performance of the Services in the Government's country a resident project manager, acceptable to the Client, shall take charge of the performance of such Services.

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5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

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

a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.

b) Arrange for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits, and any other documents required for their stay in the Government's country.

c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents

d) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

e) Exempt the Consultant and the Personnel and any Sub-Consultants employed by the Consultant for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law.

f) Grant to the Consultant, any Sub-Consultants and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into the Government's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services.

g) Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SC.

5.2 Access to Land

The Client warrants that the Consultant shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the

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Services. The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultant and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or any Sub-Consultants or the Personnel of either of them.

5.3 **Change in the Applicable Law Related to Taxes and Duties**

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

Services, Facilities and Property of the Client

The Client shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix F at the times and in the manner specified in said Appendix F

In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix F, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GC 6.1(c) hereinafter.

5.5 **Payment**

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

5.6 **Counterpart Personnel**

a) The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix F

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b) If counterpart personnel are not provided by the Client to the Consultant as and when specified in Appendix F, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GC 6.1(c) hereof.

c) Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request

6. PAYMENTS TO THE CONSULTANTS

Cost Estimates; Ceiling Amount

a) An estimate of the cost of the Services payable in foreign currency is set forth in Appendix D. An estimate of the cost of the Services payable in local currency is set forth in Appendix E

b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SC

c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 5.3, 5.4 or 5.6 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Remuneration and Reimbursable Expenses

a) Subject to the ceilings specified in Clause GC 6.1(b) hereof, the Client shall pay to the Consultant (i) remuneration as set forth in Clause GC 6.2(b) hereunder, and (ii) reimbursable expenses as set

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forth in Clause GC 6.2(c) hereunder. Unless otherwise specified in the SC, said remuneration shall be fixed for the duration of the Contract

b) Payment for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GC 2.3 and Clause SC 2.3 (or such other date as the Parties shall agree in writing), at the rates referred to in Clause SC 6.2(b), and subject to price adjustment, if any, specified in Clause SC 6.2(a).

c) Reimbursable expenses and reasonably incurred by the Consultant in the performance of the Services, as specified in Clause SC 6.2(c).

d) The remuneration rates referred to under paragraph (b) here above shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Personnel as well as factors for social charges and overhead (bonuses or other means of profit-sharing shall not be allowed as an element of overhead), (ii) the cost of backstopping by home office staff not included in the Personnel listed in Appendix C, and (iii) the Consultant's fee

e) Any rates specified for Personnel not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable salaries and allowances are known.

f) Payments for periods of less than one month shall be calculated on an hourly basis for actual time spent in the Consultant's home office and directly attributable to the Services (one hour being equivalent to 1/176th of a month) and on a calendar-day basis for time spent away from home office (one day being equivalent to 1/30th of a month).

6.3 Currency of Payment Foreign currency payments shall be made in the currency or currencies specified in the SC, and local currency payments shall be made in the currency of the Client's country

6.4 Mode of Billing and Payment Billings and payments in respect of the Services shall be made as follows

a) Within the number of days after the Effective Date specified in the SC, the Client shall cause to be paid to the Consultant advance

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payments in foreign currency and in local currency as specified in the SC. When the SC indicate advance payment, this will be due after provision by the Consultant to the Client of an advance payment guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SC. Such guarantee (i) to remain effective until the advance payment has been fully set off, and (ii) to be in the form set forth in Appendix H hereto, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the SC until said advance payments have been fully set off

b) As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time intervals otherwise indicated in the SC, the Consultant shall submit to the Client, in duplicate, itemized statements, accompanied by copies of invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GC 6.3 and GC 6.4 for such month, or any other period indicated in the SC. Separate statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Each statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenses

c) The Client shall pay the Consultant's statements within sixty (60) days after the receipt by the Client of such statements with supporting documents. Only such portion of a statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments. Interest at the annual rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on, such due date

d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the

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Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above

e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SC

f) Payments in respect of remuneration or reimbursable expenses, which exceed the cost estimates for these items as set forth in Appendices D and E, may be charged to the respective contingencies provided for foreign and local currencies only if such expenditures were approved by the Client prior to being incurred.

g) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder

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

7.2 **Operation of the Contract** The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly,

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the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8 SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Resolution

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC

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III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	{The words "in the Government's country" are amended to read "in India"
1.4	The language is : English
1.6	The addresses are:

Client: **Shri G. S. Institute of Technology and Science, Indore.,23, Park Road, Indore-452003**

Attention: Prof. M. D. Mahajan

Facsimile: 0731 - 2432540

E-mail: **teqip.sgsits@gmail.com**

Consultant: **Engineer's Circle Education Pvt. Ltd., Plot No.129, Zone-II, M.P. Nagar, Bhopal**

Attention: Mr. Sanjay Gupta

Facsimile: **0755-4096161**

E-mail: **ecindore@engineercircle.org**

1.8 {The Member in Charge is Mr. *Sanjay Gupta*}

1.9 The Authorized Representatives are:

For the Client: *[Prof. M. D. Mahajan]*

For the Consultant: *[Mr. Sanjay Gupta]*

1.10.1 For domestic consultants/sub-consultants/personnel and foreign consultants/personnel who are permanent residents in India

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The consultants and personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

1.10.2 For foreign Consultancy firms

a) The Client warrants that the Client shall reimburse the Consultants for any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultant, the Sub-Consultants and the Personnel in respect of:

b) any payments whatsoever made by the Client directly to the Consultant, Sub-Consultants and the Personnel (other than nationals or permanent residents of the Government's country), in connection with the carrying out of the Services;

c) any equipment, materials and supplies brought into the Government's country by the Consultant or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them;

d) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;

any property brought into the Government's country by the Consultant, any Sub-Consultants or the Personnel (other than nationals or permanent residents of the Government's country), or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn there from by them upon their respective departure from the Government's country, provided that:

i) the Consultant, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Government's country in importing property into the Government's country; and

ii) if the Consultant, Sub-Consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the Government's country upon which customs duties and taxes have been exempted, the Consultant, Sub-Consultants or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of the Government's country, or (ii) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Government's country.

{2.1} **Nil**

2.2 The time period shall be *[Six months]* or such other time period as the parties may agree in writing.

2.3 The time period shall be *[Six months]* or such other time period as the parties may agree in writing

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2.4 The time period shall be *[Six months]* or such other time period as the parties may agree in writing.

3.4 Limitation of the Consultants' Liability towards the Client

a) Except in case of gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:

i) for any indirect or consequential loss or damage; and

for any direct loss or damage that exceeds by two times the total value of the Contract.

b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services."

[The Bank does not accept a provision to the effect that the Client shall indemnify and hold harmless the Consultants against third party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Client]

3.5 The risks and the coverage shall be as follows:

a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage as per Motor Vehicles Act 1988.

b) Third Party liability insurance, with a minimum coverage of *[insert amount and currency]*;

c) Professional liability insurance, with a minimum coverage of *[insert amount andcurrency]*;

d) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and

e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.

***Note**: Delete what is not applicable*

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{3.7 (c)} *Nil*

3.9 The consultant shall not use their documents and software for purposes unrelated to this contract without the prior written approval of the client.

4.6 {The person designated as resident project manager in Appendix C shall serve in that capacity, as specified in Clause GC 4.6.}

Note: If there is no such manager, delete this Clause SC 4.6.

{5.1} **Note**: List here any changes or additions to Clause GC 5.1. If there are no such changes or additions, delete this Clause SC 5.1.

6.1.b The ceiling in foreign currency or currencies is: [insert amount and currency for each currency]

The ceiling in local currency is: [insert amount and currency]

6.2. {Payments for remuneration made in accordance with Clause GC 6.2(a) in [foreign and/or] [local] currency shall be adjusted as follows:

a) Remuneration paid in foreign currency pursuant to the rates set forth in Appendix D shall be adjusted every 12 months (and, the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Contract) by applying the following formula:

$$R_f = R_{fo} \times \frac{I_f}{I_{fo}} \quad \{\text{or} \quad R_f = R_{fo} \times \left[\ 0.1 + 0.9 \frac{I_f}{I_{fo}}\ \right] \}$$

where R_f is the adjusted remuneration, R_{fo} is the remuneration payable on the basis of the rates set forth in Appendix F for remuneration payable in foreign currency, I_f is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect, and I_{fo} is the official index for salaries in the country of the foreign currency for the month of the date of the Contract (the index for "wages" published by International Monetary Fund in its monthly "International Financial Statistics" for the country could be considered for adoption).

b) Remuneration paid in local currency pursuant to the rates set forth in Appendix E shall be adjusted every 12 months (and, for the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Contract) by applying the following formula:

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$$R_l = R_{lo} \times \frac{I_l}{I_{lo}} \qquad \{\text{or} \qquad R_l = R_{lo} \times \left[\ 0.1 + 0.9 \frac{I_l}{I_{lo}}\ \right] \}$$

where R_l is the adjusted remuneration, R_{lo} is the remuneration payable on the basis of the rates set forth in Appendix E for remuneration payable in local currency, I_l is the official index for salaries in India (Indices for "urban Non Manual Employees" for _____ published by Director General Central Statistics Organization, Ministry of Statistics/Government of India) for the first month for which the adjustment is to have effect and, I_{lo} is the official index for salaries in India as indicated above for the month of the date of the Contract.**}**

The rates for Foreign Personnel are set forth in Appendix D, and the rates for Local Personnel are set forth in Appendix E.

6.2 b)

- The Reimbursable expenses to be paid in foreign currency are set forth in Appendix D, and the Reimbursable expenses to be paid in local currency are set forth in Appendix E.

6.3 c)

- The foreign currency [currencies] shall be the following:

(i) [name of foreign currency]

(ii) [name of foreign currency or currencies]

Note: Add other foreign currencies, if required.

6.4 a) **Note**: The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below.

The following provisions shall apply to the advance payment and the advance payment guarantee:

i) An advance payment [of [insert amount] in foreign currency] [and of [insert amount] in local currency] shall be made within [insert number] days after the Effective Date. The advance payment will be set off by the Client in equal installments against the statements for the first [insert number] months of the Services until the advance payment has been fully set off.

ii) The advance payment guarantee shall be in the amount and in the currency of the [foreign] [local] currency portion of the advance payment

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The interest rate is: [insert rate].

6.4 c) for foreign currency: London Inter-Bank On-Lending Rate (LIBOR) plus 2% per annum

for local currency: 18 % per annum [Bank rate plus 2%]

6.4 e) The accounts are:

for foreign currency: [insert account].

for local currency: Indian Rupees

8.2 Disputes shall be settled by arbitration in accordance with the following provisions:

8.2.1 **Selection of Arbitrators**

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:

a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Institution of Engineers India*, New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the President, Institution of Engineers India*, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.

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c) If, in a dispute subject to Clause SC 8.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

8.2.2 **Rules of Procedure**

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India unless the Consultant is a foreign national/firm, where arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.

8.2.3 **Substitute Arbitrators**

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

8.2.4. **Qualifications of Arbitrators**

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 8.2.1 hereof shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

8.2.5 **Miscellaneous**

In any arbitration proceeding hereunder:

a) proceedings shall, unless otherwise agreed by the Parties, be held in

b) the English language shall be the official language for all purposes; and *[Note: English language may be changed to any other Language, with the agreement of both the parties.]*

c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

Engineer's Circle Education Pvt. Ltd.
Authorised Signatory

DIRECTOR
Shri G. S. Instt. of Tech. & Sc.
INDORE

IV. Appendices

Appendix A

Description of Services

Note: This Appendix will include the final Terms of Reference worked out by the Client and the Consultants during technical negotiations, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.

(i) To provide GATE Training to Engineering Students of Following branches:-

1. Civil Engineering
2. Electrical Engineering
3. Mechanical Engineering
4. Electronics and Telecommunication Engineering
5. Electronics and Instrumentation Engineering
6. Industrial Production
7. Computer / IT Engineering
8. Biomedical Engineering

The training is to be given by qualified personnel as provided in the tender document.

(ii) To conduct Quizzes / Test Series / Self-assessment / Evaluation time to time.

(iii) To provide study material as per the quotation.

(iv) To prepare for GATE 2020 exam in all respects including solving previous years papers etc.

(v) Any other services as per tender document.

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Appendix B

Reporting Requirements

[List format, frequency, contents of reports and number of copies; persons to receive them; dates of submission, etc. If no reports are to be submitted, state here "Not applicable".]

1. Monthly attendance chart of each student discipline wise.
2. Monthly progress report of each student.
3. Monthly Evaluation Report.

Engineer's Circle Education Pvt. Ltd
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Appendix C

Key Personnel and Sub-consultants – Hiring of Works for Key Personnel

[List under: C-1 As per Tender Document

C-2 Nil

C-3 Nil

C-4 Nil

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Appendix D

Cost Estimates in Foreign Currency

Not applicable

Engineer's Circle Education Pvt. Ltd

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Appendix E

Cost Estimates in Local Currency

Not applicable

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DIRECTOR
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Appendix F

Duties of the Client

Note: List under:

F-1 Services, facilities and property to be made available to the Consultant by the Client.

F-2 Professional and support counterpart personnel to be made available to the Consultant by the Client.

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Appendix G

Form of Advance Payments Guarantee

Not Applicable

Note: See Clause GC 6.4(a) and Clause SC 6.4(a).

[To be stamped in accordance with Law if any, of the Country of issuing Bank]

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Bank Guarantee for Advance Payment

_____ [Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ [Name and Address of Client]

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that _____ [name of Consulting Firm] (hereinafter called "the Consultants") has entered into Contract No. _____ [reference number of the contract] dated _____ with you, for the provision of _____ [brief description of Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of _____ [amount in figures] () [amount in words] is to be made against an advance payment guarantee.

At the request of the Consultants, we _____ [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ [amount in figures] () [amount in words][1] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultants are in breach of their obligation under the Contract because the Consultants have used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultants on their account number _____ at _____ [name and address of Bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultants as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the __ day of _____, 2___,[2] whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.
This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

_____
[signature(s)]

Note: All italicized text is for indicative purposes only to assisting preparing this form and shall be deleted from the final product.

Note 1. The stamp papers of appropriate value as per applicable lay shall be purchased in the name of bank who issues the "Bank guarantee".

Note 2: The bank guarantee shall be issued either by a Bank (Nationalized/Scheduled) located in India or a foreign bank through a correspondent bank (scheduled) located in India or directly by a foreign bank which has been determined in advance to be acceptable to the Client.

NR/ls

....., July, 2019

Engineer's Circle Education Pvt Ltd
Authorised Signatory

DIRECTOR
Shri G. S. Instt. of Tech. & Sc.
INDORE- 452003 (M.P.)