

# **BIDDING DOCUMENT – REQUEST FOR PROPOSAL**

Issued on: 2<sup>nd</sup> August 2018

For

**Turnkey Work of Design, Supply, Installation,  
Testing and Commissioning of 3D Projection  
Mapping Shows Including Related Civil, Mechanical,  
Structural & Electrical Work**

AT

Bojjanakonda, Visakhapatnam District, Andhra Pradesh, India.



**Volume 3 – Form of Contract and Condition of  
Contract**

**AUTHORITY: ANDHRA PRADESH TOURISM  
DEVELOPMENT CORPORATION**

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## **I. Form of Contract**

This CONTRACT (hereinafter called the "Contract") is made the \_\_\_\_\_ day  
of the

Month of \_\_\_\_\_, 20\_\_\_\_\_, between, on the one hand \_\_\_\_\_

(hereinafter called the "Client) and, on the other hand \_\_\_\_\_,  
(hereinafter called the "Agency").

*[Note: If the Agency consists of more than one entity, the above should  
be partially amended to read as follows:*

*".....(hereinafter called the "Client") and, on the other hand, a  
consortium consisting of the following entities, each of which will be  
jointly severally liable to the Client for all the Agency's obligations under  
this Contract, namely, \_\_\_\_\_ and \_\_\_\_\_*

*(hereinafter called "Agency")]*

### **WHEREAS**

(a) The Client has requested the Agency to provide certain creative  
services as defined in the General Conditions of Contract attached to  
this Contract;

(hereinafter called the "Services");

(b) The Agency, having represented to the Client that they have the  
required professional skills, and personnel and technical resources,  
have agreed to provide the Services on the terms and conditions set  
forth in this Contract;

**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) General Conditions of Contract (hereinafter called "GC");
  - (b) Special Conditions of Contract (hereinafter called "SC")
  - (c) Government shall have the right to modify/amend/include any additional/special conditions in this contract towards ensuring successful execution of scope of work by the bidder.
  
2. The mutual rights and obligations of the Client and the Agency shall be as set forth in the Contract; in particular
  - (a) The Agency shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) The Client shall make payments to the Agency 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 above written.

FOR AND ON BEHALF OF [NAME OF THE CLIENT]

By

(Authorised Representative)

FOR AND ON BEHALF OF [NAME OF THE AGENCY]

By

(Authorised Representative)

## **II. General Conditions of Contract**

### **1.0 General Provisions**

#### 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, as they may be issued and in force from time to time.
- b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in Clause 1 of such signed Contract;
- c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;
- d) "Foreign currency" means any currency other than the currency of the Government;
- e) "GC" means these General Conditions of Contract;
- f) "Government" means the Government of Client's Country;
- g) "Local currency" means the Indian Rupees;
- h) "Agency" wherever mentioned in this Contract Agreement means and includes Sub-Agency or Associates engaged by the Primary Agency.

- i) Deleted;
- j) "Party" means the Client or the Agency, as the case may be, and Parties means both of them;
- k) "Personnel" means persons hired by the Agency or by any Sub-Agency and or Associates as Employees and assigned to the performance of the Services or any part thereof; "Foreign Personnel" means such persons who at the time of being so hired had their domicile outside the Government's Country, "Local Personnel" means such persons who at the time of being so hired had their domicile inside the Government's Country; and "key personnel" means the personnel referred to in Clause GC 4.2 (a).
- l) "Services" means the work to be performed by the Agency pursuant to this contract. The scope of work will be strictly done as given in Scope of work. The approach and methodology to be adopted by the Agency for carrying out the assignment may be modified depending on the requirements.
- m) "Sub-Agency and or Associates" means any entity to which the Agency subcontract any part of the Services in accordance with the provisions of Clause GC 3.7; and
- n) "Third Party" means any person or entity other than the Government, the Client, the Agency or a Sub-Agency.

## 1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the Agency. The Agency, subject to this Contract, have complete charge of Personnel and Sub- Agency, 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 Applicable Law shall govern the relation between the Parties.

### 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 by registered mail, telegram or facsimile to such Party at the address specified in the SC.

1.6.2 Notice will be deemed to be effective as specified in the SC.

1.6.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SC with respect to Clause GC 1.6.2.

## 1.7 Location

The Services shall be performed at such locations as are specified hereto and, where the location of a particular task is not so specified, at such locations whether in Government's Country or elsewhere, as the Client may approve.

## 1.8 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 Agency may be taken or executed by the officials specified in the SC.

## 1.9 Taxes and Duties

Unless otherwise specified in the SC, the Agency, Sub-Agency and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law. Service tax as applicable shall be paid to the Agency while making payment for services rendered. The Agency shall then deposit the same with the tax authorities and provide a proof of having done so within next 90 days in line with policy circulars issued by Employer.

## **2.0 Commencement, Completion, Modification and Termination of Contract**

### 2.1 Effectiveness of Contract

This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Agency instructing the Agency to begin carrying out the Services. This notice shall confirm





that the effectiveness conditions, if any, listed in the SC have been met.

## 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 shall be specified in the SC, either Party may, by not less than four (4) weeks' 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 Agency shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the SC.

## 2.4 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire when services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the 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 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties as the case may be, has been obtained. Each Party shall give due consideration to any proposals for modification made by the other Party.

## 2.7 Force Majeure

### 2.7.1 Definition

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil 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 actions are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or such Party's Sub-Agency or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### 2.7.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

### 2.7.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event 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 notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

## 2.8 Suspension

The Client may, by written notice of suspension to the Agency, suspend all payments to the Agency hereunder if the Agency fail to perform any of their 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 Agency to remedy such failure within a period not exceeding thirty (30) days after receipt by the Agency of such notice of suspension.

## 2.9 Termination

### 2.9.1 By the Client

The Client may, by not less than thirty (30) days' written notice of termination to the Agency (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause GC 2.9.1, terminate this Contract.

- (a) If the Agency fail to remedy a failure in the performance of their 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;
- (b) If the Agency become 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 Agency fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof;
- (d) If the Agency submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Agency know to be false;
- (e) If, as the result of Force Majeure, the Agency are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

- (f) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
  
- (g) If the Agency, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:
  - o "Corrupt practice," means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
  
  - o "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 Borrower, and includes collusive practice among Agency (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

#### 2.9.2 By the Agency

The Agency may, by not less than thirty (30) days written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2, terminate this Contract:

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

- (b) 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 Agency may have subsequently approved in writing) following the receipt by the Client of the Agency notice specifying such breach;
- (c) If, as the result of Force Majeure, the Agency are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

#### 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:

- (a) Such rights and obligations as may have accrued on the date of termination or expiration;
- (b) The obligation of confidentiality set forth in Clause GC 3.3 hereof;
- (c) The Agency' obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.7 (ii) hereof; and
- (d) 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 Agency 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 Agency and equipment and materials furnished by the Client, the Agency shall proceed as provided, respectively, by Clauses GC 3.8 or GC 3.9 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 Agency {after offsetting against these payments any amount that may be due from the Agency to the Client}:

- (a) Remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination;
- (b) Reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and
- (c) Except in the case of termination pursuant to paragraphs (a) through (d) of Clause GC 2.9.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Agency' 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 (e) 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 arbitration pursuant 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.

### **3.0 Obligation of the Agency**

#### 3.1 General

##### 3.1.1 Standard of Performance

The Agency 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 and safe and effective equipment, machinery, materials and methods."The Agency 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 Sub-Agency or Third Parties.

##### 3.1.2 Law Governing Services

The Agency shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-Agency and or Associates, as well as the Personnel of the Agency and any Sub-Agency and or Associates, comply with the Applicable Law. The Client shall advise the Agency in writing of relevant local customs and the Agency shall, after such notifications, respect such customs.



### 3.1.3 Performance Security:

Performance Security shall be furnished from a Nationalised/ Scheduled Bank, in form of a Bank Guarantee in the form specified in this RFP. For the successful bidder the Performance Security will be retained by the Client until the completion of the assignment by the Agency and be released three (03) months after the completion of the assignment. The aforesaid performance security shall be kept valid until the Client issues the completion certificate.

## 3.2 Conflict of Interests

### 3.2.1 Agency Not to Benefit from Commissions, Discounts, etc.

The Remuneration of the Agency pursuant to Clause GC 6 hereof shall constitute the Agency' sole remuneration in connection with this Contract or the Services and, subject to Clause GC 3.2.2 hereof, the Agency 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 hereunder, and the Agency shall use their best efforts to ensure that any Sub-Agency and or Associates, as well as the Personnel and agents of either of them, similarly shall not receive any such Additional Remuneration.

If the Agency, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Agency shall comply with any applicable procurement guidelines of the Client (Employer) and or Associates Bank or of the Association, as the case may be, and other funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Agency in



the exercise of such procurement responsibility shall be for the account of the Client.

### 3.2.2 Agency and Affiliates Not to Engage in Certain Activities

The Agency agree that, during the term of this Contract and after its termination, the Agency and any Entity affiliated with the Agency, as well as any Sub-Agency and or Associates and any entity affiliated with such Sub-Agency and or Associates, shall be disqualified from providing goods works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

### 3.2.3 Prohibition of Conflicting Activities

The Agency shall not engage, and shall cause their Personnel as well as their Sub-Agency and or Associates and their Personnel not to engage, either directly or indirectly, in any of the following activities:

- (a) During the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; and
- (b) After the termination of this Contract, such other activities as may be specified in the SC.

## 3.3 Confidentiality

The Agency, their Sub-Agency and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the



Client's business or operations without the prior written consent of the Client.

### 3.4 Liability of the Agency

Subject to additional provisions, if any, set forth in the SC, the Agency liability under this Contract shall be as provided by the Applicable Law.

### 3.5 Insurance to be Taken Out by the Agency

The Agency (i) shall take out and maintain, and shall cause any Sub-Agency to take out and maintain, at their (or the Sub-Agency', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage's, as shall be specified in the SC, and (ii) 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 therefore have been paid.

### 3.6 Agency Actions Requiring Client's Prior Approval

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

- (a) Appointing and Deployment of such members of the Personnel as are listed ("Agency' Sub-Agency' Key Personnel") merely by title but not by name;
- (b) Entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Agency and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Agency shall



remain fully liable for the performance of the Services by the Sub-Agency and its Personnel pursuant to this Contract; and

(c) Any other action that may be specified in the SC.

### 3.7 Reporting Obligations

The Agency shall submit, to APTDC or its designated officials/consultants, the reports and documents specified in this agreement, in the form, in the numbers and within the time period.

### 3.8 Documents Prepared by the Agency to Be the Property of the Client

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Agency for the Client under this Contract shall become and remain the property of the Client, and the Agency 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 Agency may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

### 3.9 Equipment and Materials Furnished by the Client

Equipment and materials made available to the Agency by the Client, or purchased by the Agency 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 Agency shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Agency, 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.

#### **4.0 Agency' Personnel and Sub-Agency and or Associates**

##### 4.1 General

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

##### 4.2 Description of Personnel

(a) The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Agency' Key Personnel are described. If any of the Key Personnel has already been approved by the clients his/her name is listed as well:

- Key Personnel 1:
  
- Key Personnel 2:
  
- Key Personnel 3:

##### 4.3 Approval of Personnel

The Client hereby approves the key personnel listed by title as well as by name. In respect of other Key Personnel which the Agency propose, to use in the carrying out of the Services, the Agency shall submit to the client for review and approval a copy of their biographical data. If the Client does not object in writing (stating the reasons for the objection) within thirty (30) calendar days from the date of receipt of such biographical data and (if applicable) such certificate, such Key Personnel shall be deemed to have been approved by the Client.

#### 4.4 Removal and/or Replacement of Personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Agency, it becomes necessary to replace any of the Personnel, the Agency 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 Agency 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.

### **5.0 Obligations of the Client**

#### 5.1 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 which increases or decreases the cost incurred by the Agency in performing

The Services, then the remuneration otherwise payable to the Agency 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).

#### 5.2 Payment

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

## **6.0 Payments to the Agency**

6.0 The payments to the agency shall be as mentioned in the payment milestones defined in RFP.

### **6.1 Currency of Payment**

All payments shall be made in Indian Rupees and shall be subjected to applicable Indian laws with holding taxes if any.

### **6.2 Mode of Billing and Payment**

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

- (a) As soon as practicable and not later than fifteen (15 days) after the end of each milestone during the period of the Services, the Agency shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices and other appropriate supporting materials, of the amounts payable pursuant to Clauses GC 6.3 for such milestone. Each statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.
- (b) The Client shall cause the payment of the Agency periodically as given in schedule of payment above within Forty Five (45) days after the receipt by the Client bills 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 Agency, the Client may add or subtract the difference from any subsequent payments.

- (c) 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 Agency and approved as satisfactory by the 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 Agency specifying in detail deficiencies in the Services, the final report or final statement. The Agency shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated.
  
- (d) All payments under this Contract shall be made to the account of the Agency specified in the SC.

## **7.0 Fairness and Good Faith**

### **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.

## **8.0 Settlement of Disputes**

### **8.1 Amicable Settlement**



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

## 8.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract, which 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.

### **III. Special Condition of Contract**

GC 1.4	English
GC 1.6.1	Client address for notices/ communications:
	[Note: Should include the name of the addressee, detailed address, landmark, landline number, mobile number, fax number and email ID]
	Agency address for notices/ communications:
	[Note: Should include the name of the addressee, detailed address, landmark, landline number, mobile number, fax number and email ID]
GC 1.6.2	Any notice pursuant to this Agreement from or by any Party shall be valid and effectual only if it is in writing issued from a duly authorized representative of such Party, as the case may be, in this behalf and not otherwise;
GC 1.8	Authorised representative for the client
	[Note: Should include the name of the representative, designation, detailed address, landline number, mobile number, fax number and email ID]
	Authorised representative for the Agency
	[Note: Should include the name of the representative, designation, detailed address, landline number, mobile number, fax number and email ID]
GC 2.1	Within the time specified in Letter of Intent (LOI) or as extended by the Client
GC 2.3	Within the time specified in Letter of Intent (LOI) or as extended by the Client
GC 2.4	Seven (7) months from the Effective Date
GC 3.5	The Agency shall, at its cost and expense, purchase and maintain during the Contract Period, insurance to cover against:
	(a) The Agency's general liability arising out of the Service; and
	(b) Liability to third parties
GC 3.8	The Agency shall seek prior approval of the Client in writing for future use of Project related documents, data and other information.
GC 6.2	Bank Name and Branch:
	Account Number:
	Type of account:
	IFSC Code:
GC 8.2	1. Any dispute which is not resolved amicably shall be finally settled by

	<p>binding arbitration under the Arbitration and Conciliation Act, 1996. The arbitration shall be by a panel of three arbitrators, one to be appointed by each Party and the third to be appointed by the two arbitrators appointed by the Parties. A Party requiring arbitration shall appoint an arbitrator in writing, inform the other Party about such appointment and call upon the other Party to appoint its arbitrator. If the other Party fails to appoint its arbitrator, the Party appointing arbitrator shall take steps in accordance with Arbitration and Conciliation Act, 1996</p> <p>The place of arbitration shall be Vijayawada, Andhra Pradesh or such location where High Court of Andhra Pradesh is located but by agreement of the Parties, the arbitration hearings, if required, can be held elsewhere from time to time.</p>
	<p>2. The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and rulings shall be in English.</p>