

Sub-Consultancy Agreement

Date: 4th August 2020

Work Order No: FIPL/Planning/Khanna/20-21/001

1. Introduction

Punjab Municipal Infrastructure Development Corporation (PMIDC) awarded the project titled **“Preparation of GIS based Master Plan for Khanna City under AMRUT scheme”** to Feedback Infra (P) Limited in the month of May 2018.

This Sub-Consultancy Agreement encapsulates the relationship between Feedback Infra and **M/s JUGAD Tech Service**, the scope of services to be undertaken and expected deliverables.

2. Definition of Abbreviation

The Client	:	Feedback Infra (P) Limited (Feedback)
The Consultant	:	M/s JUGAD Tech Service Address: Registered Office: Village Shankar, Ludhiana Ludhiana Mobile: +91-98550-65967 Email id: Sksgrewal93@gmail.com
The Work	:	<ol style="list-style-type: none">1. Carry out Land Use Surveys of all features on site.2. Updation of newly constructed footprints on field maps with appropriate marking and attributes.3. Collection of attributes (as per AMRUT Guidelines) of all building footprints and line features (roads, power, water, drainage etc.).4. Carry out the Traffic volume survey and Parking survey in khanna city.5. Data entry of all attributes and land uses in excel sheets (hard and soft copies) as per AMRUT Guidelines / format provided by FIPL.

3. Scope & Period of Work

The major outputs to be delivered by the **M/s JUGAD Tech Service** includes but not limited to the following:

- Land Use Surveys of 814 sheets / grids
- Attribute collections of all footprints (all features)
- Approval from the client (PMIDC/MC/DTP) on daily basis else the work will not be considered as complete
- Submission of approved hard and soft copies of filled in data sheets and field maps to FIPL

Platform Specification

The work shall be carried out on GIS platform based on the prevailing AMRUT Guidelines, Acts, IRC codes etc. The details of the above deliverables shall be as per all land use survey and attributes collections of footprints related scope of work mentioned in the original / revised RFP document issued by the principal client.

Support to be provided by Feedback

- To depute a nodal officer for day to day coordination and official matters.
- Prints outs of field maps (issued by NRSC Hyderabad / PMIDC) and blank data entry sheets
- Relevant communications / information that will necessary for Land use and attributes collection aspects
- To provide completion certificate to **M/s JUGAD Tech Service** on completion of the assigned work successfully.

Periodic Verification / Check

The progress of the work shall be checked on regular basis. Every submission shall be thoroughly checked by the FIPL team.

Design Preparation

The Consultant shall also coordinate with the team of FIPL for preparation of Map, reports and corroborating the data supplied. The final outputs shall be submitted in the code list and Template Drawing supplied to you.

Period of Work

The time envisaged to complete the various stages of the project is to be completed in all respect **within 45 days from the date of signing of this agreement**. The survey work shall be started from the core area i.e. within Municipal limit. After completion of Municipal areas, the peripheral areas within AOI limit shall be taken for surveys.

4. Payment Schedule

Total fee for scope of services towards conducting land use / footprint of Khanna AOI (Khanna MC and its peripheral area) area spreading in 814-grids shall be **INR 5,30,000/-** (INR Five Lakhs Seventy-Two Thousand only) **including 10 % Service Tax**. No additional GST will be paid.

The payment schedule shall be as given below:

S. No.	Submission	No. of completed (approved) sheets	*Payment (%)	Amount incl ST (10%) (INR)
1	Completion of 10% of work along with approval from the client	81	10%	53,000
2	Completion of 20% of work along with approval from the client	163	25%	1,32,500
3	Completion of 25% of work along with approval from the client	204	25%	1,32,500
4	Completion of 25% of work along with approval from the client	204	25%	1,32,500
5	Completion of 20% of work along with approval from the client	162	15%	79,500
Total		814	100%	5,30,000

*Note: *50% of payment of each stage may release on submission of completely surveyed work (drawings and data sheet) to client for approval. Rest 50% will be released on final approval from client (MC/DTP Ludhiana / PMIDC).*

Terms of Payment shall be as below:

- a) No mobilization advances
- b) Payment will be released within a week of submission of approved work
- c) All payment will be made available from our Gurugram office only after the scrutiny by our Branch office.
- d) The payment against services rendered excludes for all site visits of your personnel including OPE, lodging, boarding, travel etc.
- e) All payments shall be made on approval of the work by the MC/DTP Ludhiana/PMIDC Chandigarh
- f) No additional GST will be paid and Income tax to be deducted as per governmental rules

'Consultant' shall carry out and complete the services as described at S. No. 3 and as instructed by the representative of FIPL. All works executed shall be in accordance with the specification and in compliance with the requirements of FIPL.

All work procedure shall confirm to the requirements of various AMRUT Guidelines. Any alteration and/or variations of work to be carried out by 'Consultant' shall require prior written instruction/approval from the representative of FIPL.

'Consultant" shall provide FIPL with the details of the teams/members, equipment, their calibration certificates and instrument being mobilized and submit a bar chart showing the time schedule of each activity along with the offer submission (if required). 'Consultant' shall require mobilizing adequate equipment and resources so-as-to complete the work as per time schedule committed.

The consultant Payment shall be made as per the Bank details provided below:

BANK	: State Bank of India
BRANCH	: Ludhiana Bharat Nagar Chowk, Punjab
ACCOUNT NO	: 55148876549.
IFSC	: SBIN0050182.
PAN No.	: FDPPS5217A

5. Contact Details

The Consultant shall work in close coordination with:

Mr. Gajendra K. Singh

Feedback Infra (P) Limited
15th Floor, Building 9B, DLF Cyber City
Gurgaon – 122002, Haryana, India
Email: gajendra.singh@feedbackinfra.com

6. Equipment

All equipment, tools, software and auxiliary material required for execution of all the items of work shall be arranged by the Consultant at own cost.

The Consultant will provide prior to commencement of the work the organization chart, CV's or any detail, methodology, description of equipment, etc. as requested by the FIPL team.

7. Performance

The accuracy of the data, reports etc. is the sole responsibility of the 'Consultant'. During project, representatives of the FIPL/ our client shall inspect or witness the work. 'Consultant' personnel shall be courteous and furnish them with necessary information as instructed by FIPL.

8. Obligations and Liability

'Consultant' shall be deemed to have inspected the site and satisfied themselves on the specification requirements, with all the conditions that may affect the progress of the priority areas and the whole of the Work.

'Consultant' shall make provision and supply of all manpower, materials, plant and equipment and everything else necessary for the execution and completion of their obligations as stipulated in this Agreement.

'Consultant' shall be liable to FIPL for the due observance and performance of the Work.

Our Client and FIPL shall use its best efforts to:

- a. provide the Consultant with permission and other documents as shall be necessary to perform the service;
- b. In consideration of the services performed by 'Consultant' under this contract, FIPL shall make such payment and in such manner as is provided in the Agreement.

9. Supervision

The 'Consultant' shall depute qualified and competent personnel to supervise all activity/ its staff in each activity of the Work.

10. General Conditions

Any work not found to be as per specifications either by FIPL, Our Client or their representatives will be rejected and shall be rectified at your own cost to the satisfaction of FIPL, our Client or their representatives. In case of failure to rectify the defects, FIPL shall get the work rectified at your risk and cost.

In the case of delays in the work according the fixed time schedule, the FIPL reserves the right to incorporate the required resources to finalize according the work program and the cost of these resources will be deducted from your invoice.

The work will be carried out strictly according to the directions and requirements and specifications of AMRUT Guidelines and FIPL, All terms, conditions and technical specifications as applicable to FIPL and as per Our Client. Contract conditions will be applicable in full to this work, in so far as they are relevant to the items of work covered by this work order. The Consultant must carefully read all the terms and conditions applicable to FIPL, with Our Client.

Your contract period and rates shall be deemed to include for the monsoon and any inclement weather you may experience during your engagement period. No claim shall be entertained by FIPL, for any extra cost or extension of time due to this factor.

The assessment of work will be taken jointly by FIPL, and Consultant. Payments for work will be released only after assessment of actual work executed and certification by Project Manager of FIPL.

All details pertaining to soft copies, hard copies etc. should be submitted to FIPL.

11. Status Updates

'Consultant' shall provide the progress of work to the FIPL's representative on daily basis. 'Consultant' shall fax/email or send all completed maps and report etc. to FIPL's Gurugram office.

12. Subcontracting Work

'Consultant' shall not subcontract any work to a third party without prior consent of FIPL.

13. Termination of Agreement

Notwithstanding any provision to the contrary that may be stipulated in this letter, Feedback reserves the right to terminate this agreement by giving a 10-day notice anytime during the work if:

- a. Consultant fails to mobilize teams upon commencement of work and the remaining team/s within one (1) week from the date of this letter of appointment; **OR**
- b. The progress of the work is delayed by the Consultant for more than 5-days from milestone dates; **OR**
- c. Feedback finds Consultant's work unsatisfactory or the Consultant indulges in malpractices; **OR**
- d. PMIDC terminates agreement with FIPL.

For such cases as in a), b) and c) above, the payment due to the Consultant shall be withheld by Feedback and the Consultant shall be back charged for producing inferior quality work and loss in Feedback's valuable time.

When termination of this Agreement is not related or attributable, directly or indirectly to any act, omission, neglect or default on the part of the Consultant, the Consultant shall be entitled to professional fees upto work completed as stipulated under Clause 4 and 5.

In the event of Consultant's firm closing its business or Feedback having terminated the agreement, Feedback shall have the right to employ another Consultant to complete the work, after making payment to the Consultant.

The Consultant shall be entitled to forthwith terminate the Agreement by giving a notice of 10 days to Feedback, if Feedback fails to make payments to the Consultant for any reason, except for cases of default by the Consultant.

14. Fees / Taxes

- a) Any fee / tax and duties applicable under this Agreement shall be borne by the Consultant.
- b) No additional GST will be paid.
- c) All invoices would be released after deduction of TDS as per Governmental rules.

15. Resolving Disputes

In the event of a dispute, difference or claim between the Parties arising out of this Agreement or in any way relating hereto, or arising out of any term, condition or provision herein mentioned or the construction or interpretation thereof or otherwise in relation hereto, the Parties shall first try to resolve the dispute, difference or claim amicably and peacefully through mutual discussions. In case the Parties are not able resolve the dispute, differences or claim through mutual discussions, the same shall be referred to arbitration in accordance with the Arbitration and Conciliation (Amendment) Act, 2015, or any statutory modification or re-enactment thereof for the time being in force and such arbitration proceedings shall be held in English at Delhi. The arbitration shall be conducted by a sole arbitrator mutually appointed by the Parties and the arbitral award shall be final and binding upon the Parties.

16. Force Majeure

Force Majeure is defined as Acts of God or any cause or condition beyond the control or remedy and not due to the negligence or fault of either party or the Government including but not limited to blockage or embargo, civil disorder or uprising, earthquake, explosion, fire, flood, insurrection, invasion, lockout, rebellion, riot, general strike and war. In case of Force Majeure, neither Feedback nor the Consultant shall be liable or deemed to be in default in the performance of their obligations.

17. Confidential and Validity of Engagement

The Consultant shall ensure confidentiality during this engagement. No information or part thereof shall be shared or indicated with any other third party. All workings, data, findings shall be the property of Feedback, subject to the Consultant being paid fully of all their dues.

The Drawings, Maps, documents and Reports produced as part of this engagement shall be intellectual property of Feedback and shall be retained for its information and use in connection with the project.

18. Limitation of Liability

The total, cumulative liability of the consultant under this agreement, whether in contract, tort or otherwise, shall be limited to 100% of the fee received. The consultant's limitation of liability is cumulative with all of consultant's expenditures being aggregated to determine satisfaction of the above limit. The existence of claims or suits will not enlarge or extend the limit.

Neither party shall be liable to the other for any special, consequential, incidental, punitive or indirect damages (including without limitation damages for business interruption or loss of profits) arising from or relating to any breach of this agreement, regardless of any notice of the possibility of such damages.

The Consultant's liability to Feedback shall be reduced to the extent (if any) that Feedback causes or contributes to the relevant loss or fails to act reasonably to mitigate its loss.

In the event that a claim or suit is brought against the consultants by any third party for damages arising from personal injury or property damage caused wholly by Feedback, or anyone employed by Feedback, or anyone for whose acts Feedback may be held responsible, Feedback shall indemnify the consultant and fully reimburse any loss, damage or expenses, including the attorney's fees, which the consultant may incur in connection therewith.

19. CoC policy of Feedback Infra (P) Limited

The Consultant agrees that a copy of the Partners' Code of Conduct of Feedback Infra (Annexure A of this Agreement) has been received, read and agreed in all respects. The Consultant agrees to abide by the Partners' CoC Policy which shall be effective till the time the Consultant has a working relationship with Feedback Infra.

The agreement is made in two copies (both will be original); one each to be retained by Feedback and M/s JUGAD Tech Service respectively.

For Feedback Infra (P) Limited	For JUGAD Tech Service
Sandeep Dhamne	Sandeep Singh Grewal Director

ANNEXURE - A
Feedback Partners' Code of Conduct

Introduction

While we continually strive to deliver high quality performance for our clients and our shareholders, Feedback is committed to upholding the highest ethical and professional standards, consistent with our core values ("Disha Values") and Feedback's Code of Conduct & Business Ethics.

The relationship between Feedback and its partners is an important element in our endeavour to achieving high performance and quality delivery in our business. The Feedback Partners' Code of Conduct, which supplements our Code of Conduct & Business Ethics sets forth the standards and practices that every supplier & partner working with Feedback & its affiliates are required to conform to.

Purpose

Feedback's Partners' Code of Conduct defines the non-negotiable minimum standards that we request our suppliers to respect, and to adhere to, when conducting business with us. This document is intended to ensure application of our Values and Standards on Code of Conduct, to the extended work areas that we reach through our suppliers, partners and vendors.

Scope

The Partners' standards of conduct apply to all of Feedback's third-party representatives, business partners, suppliers, vendors and sub-contractors (collectively termed as 'Partners').

Compliance with Partners' Code of Conduct

At Feedback we also believe that our suppliers, partners, service providers & vendors ('Partners') make significant contribution to our success. We select our Partners based on merit, competitive price, quality and performance. Importantly, we require them to conduct their businesses in a legal and ethical manner and comply with all applicable laws.

We expect that all partners will read, understand and affirm compliance to this Partners' Code of Conduct. Feedback Infra retains the right to unilaterally modify or amend this Code of Conduct from time to time at its sole discretion, with or without prior notice to its partners. Any amendment will be communicated to partners/suppliers within a fortnight of effective date of change.

Standards of Partner Code of Conduct

Fair and Lawful Business Practices

COMPLIANCE WITH APPLICABLE LAWS

Partners must operate with full compliance of all applicable laws and regulations of the country, in all locations where Feedback has contracted them.

PROHIBITION ON CORRUPT BEHAVIOUR

All Partners must operate with honesty and integrity. They must not engage in bribery, corruption, inducement or giving anything of value to secure an unfair advantage, while dealing with Government Officials or any Feedback employee. Partners must adhere to Feedback's anti-corruption standards including strict compliance with Prevention of Corruption Act (POCA) and Foreign Corrupt Practices Act (FCPA).

CONFLICT OF INTEREST

Partners are expected to use good judgment and avoid any situation which can lead to conflict of interest. They are expected to report to Feedback any situation that may appear as a Conflict of Interest and disclose promptly if any Feedback employee has or indicates interest of any kind, in the supplier's business.

GIFTS, HOSPITALITY AND ENTERTAINMENT

Partners should not provide any gifts, travel or any benefits pertaining to hospitality and entertainment to Feedback employees to retain business or to influence a business decision. They must strictly abide by the Feedback policy of "No Gifts and Donations".

CONFIDENTIALITY

All Partners are expected to protect any business-related information, personal details of confidential nature obtained as a result of business relationship for performing jobs assigned by Feedback and must not share such information with unauthorized persons in any manner. Confidential information also includes any employee information, personal data and third-party information in Feedback's custody as shared by Feedback Group.

DISCLOSURE OF INFORMATION

Partners shall accurately submit information to Feedback regarding its business activities, labour employed, health, safety and environmental practices and should disclose such information without falsification and misappropriation to all appropriate parties within Feedback from time to time or whenever such information is required.

QUALITY OF PRODUCT AND SERVICES

Partners will meet generally recognized or contractually agreed quality requirements in order to provide goods and services that consistently meet Feedback's needs.

ACCESS TO FEEDBACK INFRA

Feedback may conduct announced or unannounced on-site inspections of Partner's premises to monitor compliance with the Partners' Code of Conduct. Partners must maintain all documentation necessary to demonstrate compliance with the partner standards on site and cooperate with Feedback employees or third-party monitoring firms in connection with such inspections.

REPORTING CONCERNS AND NON-RETALIATION

All workers with the partner's organisation should be encouraged to report concerns or any illegal activity in the workplace (defined as Feedback's workplace), without threat of retaliation, intimidation or harassment. In all cases on non-compliance, Feedback shall investigate and take corrective action if needed.

Fair Employment Practices

PROHIBITION OF CHILD & FORCED LABOUR

Under no circumstances will a Partner employ worker under the age of 18 (under the minimum age for work or mandatory schooling) or as specified by the local law, whichever is higher. Feedback's partners must not use forced, bonded or involuntary labour.

APPROPRIATE WORKING HOURS

Partners of Feedback are required to ensure appropriate work hours and comply with overtime hours allowed by the law of the land at the place of duty. A regular work week shall not exceed 48 hours. The partner must ensure that overtime is voluntary and the same should be paid in accordance with the local laws and regulations.

WAGES & BENEFITS

Wages paid by partners to their employees must comply with applicable laws or regulations including minimum wages and other associated benefits as applicable. Recruitment, wages and benefits must be in accordance with the principle of equal opportunity.

HEALTH, SAFETY AND ENVIRONMENT

Worker health, safety and well-being is important to Feedback. All partners shall provide and help maintain a safe work environment ensuring health & safety management practices in its discharge of duties.

The Partners must acquire all environmental permits and registrations to be legally compliant and shall provide its employees with safe & healthy working environment, not limited to facilities of drinking water, adequate lighting, temperature, ventilation and sanitation in its workplaces. In addition, facilities must be constructed and maintained in accordance with set standards of law & regulations.

All suppliers shall identify hazardous material, chemical and substances and ensure their safe handling, movement, storage and disposal. They must ensure that their employees are aware and trained on safety practices.

COMPLIANCE TO PREVENTION OF SEXUAL HARASSMENT ACT 2013

All Partners shall commit to a workplace free of harassment including sexual harassment and abuse. They will conform to Feedback's Code in this area, when working on Feedback's premises or Feedback's "defined workplace". Any violations will be reported to Partner and redressal mechanism of Partner to take over or shall be investigated and redressed by Feedback's ICC (Internal Complaints Committee).

Business Continuity and Crisis Management

Subject to the terms of any specific contractual provisions that apply, Feedback expects that each partner will have adequate business continuity plans in place to continue to provide its services to a reasonable degree in the aftermath of any kind of operational crisis, whether caused by a natural disaster, equipment malfunction, power failure, terrorist act, cyber-attack, or any other crisis. Upon request by Feedback, all suppliers will disclose in reasonable detail and discuss the elements of its business continuity plans and its information security systems and controls.

Cooperation with Investigations and Compliance Audits

All partners are expected to cooperate with the company in any investigation including the ones done by Feedback's Internal Complaints Committee (POSH cases) being conducted by Feedback. Feedback requires all suppliers to comply with this Partners' Code of Conduct and reserves the right to audit suppliers as and when required to determine compliance.

Violation of Partners' Code of Conduct

Compliance with this Partners' Code of Conduct is mandatory for each partner. Failure to comply with this code or any other applicable law or regulation by any partner may result in termination of Feedback's business relationship/association/contract. If required, Feedback reserves the right to invoke local laws and take appropriate legal actions.

Reporting of Any Violations

All suppliers are expected to report timely to Feedback, any known violation of this Partners' Code. Partners are encouraged to raise any questionable business practice or compliance concern to their primary contact in Feedback. However, in all situations when this is not possible or appropriate, please report through the Feedback Ethics Helpline on the following email ID: empower@feedbackinfra.com

Feedback's DISHA Values

1. **Respect for Individuals**
2. **Working Together**
3. **Strong Relationship**
4. **Integrity**
5. **Institution-Building**
6. **Drive & Passion**