

AGREEMENT

FOR

**GIS DATA CREATE, CAPTURE, DEVELOP AND UPDATE LAND &
GAS FEATURES IN GGL GIS DATABASE**

between

Mayanand Consultancy Services (OPC) Pvt Ltd

704,FLOOR-7,SHANTI NIKETAN CHS,LAXMINARSINGH
PAPAN MARG,OFF DR.E.MOSES ROAD GANDHI
NAGAR,WORLI,MUMBAI-400018

And

Spatial Planning Associates

House no16, Village Shanker Village, Ludhiana
Punjab 141206

CONTRACT AGREEMENT

This CONTRACT (hereinafter called the "Contract") is made on **28.04.2023**, between, on the one hand, **Mayanand Consultancy Services (OPC) Pvt Ltd** (hereinafter called the "Client") and, on the other hand, **Spatial Planning Associates** (hereinafter called the "Firm")

WHEREAS

- (a) the Client has requested the Firm to provide certain services for Feature extraction and interpretation (hereinafter called the "Services");
- (b) the Firm, 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;

NOW THEREFORE the parties hereto hereby agree as follows:

The mutual rights and obligations of the CLIENT and the Firm shall be as set forth in the Contract, in particular:

- (a) **Spatial Planning Associates** The Firm shall carry out the Services in accordance with the provisions of the Contract;
- (b) The Client shall make payments to the Firm in accordance with the provisions of the Contract;
- (c) The agreement is valid for 12 months from the date of executing the agreement

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 M/ **Mayanand Consultancy Services (OPC) Pvt Ltd.**

For and on behalf of **Spatial Planning Associates**

WITNESSES:

WITNESS:

Scope Of Work:

The scope of work are included as per the documents **Tender NO: 535773 DOC. NO: GGL/TS/GIS/TENDER/GIS DATA CREATION/2022/01, date-14.06.2022.** and many revisions by the end clients. DOC. NO: GGL/TS/GIS/TENDER/GIS DATA CREATION/2022/01

Item Description and rates:

Sr. No.	Item Description	Unit	Total Target	Rate	Total
1	Create, develop and Update Land base Data :		Sq km		
	Create, develop and Update Land base Data according to the vector map and latest position in the field. Integration of spatial and non-spatial data, create GDB (Geo- Database) using Arc GIS 10.2.2 Schema of GGL compatible to ESRI and submit to GGL. Contractor shall carry out field survey for identification, validation of features and collecting attribute information of Land use data from the field, Update base map and integrate spatial and non-spatial data. Convert data to Geo-database format s (PGDB/shape file /FGDB) confirming to GGL ARCGIS 10X schema/model. Capture actual location of Distribution point (DP) and customer point with reference to particular building/parcel/Boundary.	565	565	7,40,000	7,40,000
2	MAPPING,CUSTOMER,CMPTBL,ESRI,ARCGIS:	EA			
	Mapping and integration of Customer - Contractor shall carry out field survey for identification from the field and validation with the actual location/name/IDs of customer. Capture actual location of Distribution point (DP) and customer point with reference to particular building/parcel/Boundary. Integration of spatial and non-spatial data, create GDB (Geo-Database) using Arc GIS 10X Schema of GGL compatible to ESRI and submit to GGL. Total Count – 2,30,000	2,30,000	Per point	7	Aprox Bill amount 16,10,000

Location: Existing Geo-Graphical Area_ Gujarat State, Existing Geo-Graphical Area_ Rajasthan State, Existing Geo-Graphical Area_ MP State, Existing Geo-Graphical Area_ Punjab State and Existing Geo-Graphical Area_ Haryana State

Data Delivery Format:

The data delivery are included as per the **Tender NO: 535773 DOC. NO: GGL/TS/GIS/TENDER/GIS DATA CREATION/2022/01, dated-14.06.2022** and any revisions made by the end client.

Data Acceptance:

All data needs to be accepted & approved by the end-client. The accepted & approved data needs to be submitted to the CLIENT for payment.

Data Delivery Timelines:

1. **GCP-** 10 Days from signing of the Agreement.
2. **Mapping with field validation and approval-**

100 kms – By May 12, 2023

250 kms – By June 05, 2023.

400 kms – By June 30, 2023.

Balance by July 25, 2023

3. Consumer –

2000 – By May 10, 2023

25000 – By May 30, 2023.

150000- By June 20, 2023.

Balance by June 30, 2023.

All submissions are to be done in parts so final submission can be done to end-client in minimum time.

Firm's Responsibility:

1. The Firm undertakes full responsibility in respect of life, health, and accidents for the Personnel and for the dependents of any such Personnel.
2. The Firm shall indemnify the CLIENT from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the CLIENT during or in connection in the Services by reason of: (i) infringement or alleged infringement by the Firm of any patent or other protected right; or (ii) plagiarism or alleged plagiarism by the Firm.
3. The Firm shall ensure that all goods and services (including without limitation all computer hardware, software and systems) procured by the Firm out of funds provided or reimbursed by the CLIENT or used by the Firm in carrying out of the Services do not violate or infringe any industrial property or intellectual property right or claim of any Third Party.
4. The Firm shall indemnify, protect and defend at their own expense the CLIENT, and its agents and employees from and against any and all actions, claims, losses or damages arising out of Firm's failure to exercise the skill and care required
5. In addition to any liability the Firm may have, the Firm shall, at its own cost and expense, upon request of CLIENT, re-perform the Services in the event of Firm's failure to exercise the skill and care required while performance of the same job initially.
6. The Firm at any point during the period of delivery might be called upon for emergency work which has to be done as priority as decided by Client's Project Manager.
7. It would be the duty of Firm to comply with all requirements as required by the end-client.

Client's Responsibility:**1. Assistance**

The CLIENT shall use its best efforts to provide the Firm and Personnel with work permits and such other documents as shall be necessary to enable the Firm or Personnel to perform the Services.

2. Payment

In consideration of the Services performed satisfactorily by the Firm under this Contract, the CLIENT shall make to the Firm such payments and in such manner as provided below

3. Difference of Opinion

In the case of a difference of opinion between the CLIENT and the Firm on any important matters involving professional judgment that might affect the proper evaluation or execution of the project, the CLIENT shall allow the Firm to submit promptly to the CLIENT a written report.

Termination***By the Client***

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Client shall (except in the case of paragraph (e) below) give not less than Seven (7) days' written notice of termination to the Firm.

(a) If the Firm fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension within Seven (7) 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 Firm 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 Firm submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client.

(d) If the Firm is held by the Client to have a conflict of interest in performance of the Contract, or any portion thereof.

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

By the Firm

The Firm 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).

(a) If the Client fails to pay any money due to the Firm pursuant to this Contract and not subject to dispute pursuant within sixty (60) days after receiving written notice from the Mapping Firm that such payment is overdue.

(b) If the Client fails to comply with any final decision reached as a result of arbitration.

(c) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within sixty (60) days (or such longer period as the Firm may have subsequently approved in writing) following the receipt by the Client of the Firm's notice specifying such breach.

Force Majeure

(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 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 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.
- (d) The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of this Contract insofar 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.
- (e) No pandemic (COVID) or otherwise will be considered under Force Majeure.

Payment:

Payment schedule –

- 1. Field survey validation and updation – @ Rs. 7,40,000/- per km as per approval received from the end-client.
- 2. Consumer survey - @ Rs. 7/- per consumer as per approval received from the end-client.

Payment will be made monthly on the data approved by the end-client via approval letters and as per actual units done.

Payment terms:

Payment will be made as per follows:

- i) 50% of the payment will be made within 15 working days from the acceptance of invoice by CLIENT and end-client.
- ii) 40% of the payment will be made on receipt from the end-client.
- iii) 10% of the payment will be made on completion of total scope of work.
- a. Rates are exclusive of GST but include all other taxes & duties.
- b. The Firm will submit the invoice once the data is accepted & approved by the end-client to CLIENT.
- c. All Invoices should be accompanied by the acceptance certificate as per the requirement.
- d. Any invoice not accompanied by the acceptance certificate of GGL will be summarily rejected and CLIENT will not be liable to pay whole or part of the invoice amount in such cases.
- e. Statutory Deduction as applicable.
- f. In case there is an adjustment of payment amount made by end-client at any stage, the CLIENT will be free to adjust such amount from any of the payments of the Firm.

Penalty Terms:

- CLIENT shall pay the Firm's invoice after acceptance of such invoice with approved supporting documents only as per above. Any invoice with any of the missing documents as above will not be considered for payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Firm, CLIENT may add or subtract the difference from any subsequent payments.
- Any failure to perform the services within the defined timeline as stipulated in the contract will attract non-performance charges at the rate of 15% of the awarded work value and such non-performance charges will be adjusted from the payment amount or the Firm has to pay back the amount as determined by CLIENT or will be adjusted from the Security Deposit.
- Any penalty imposed on CLIENT due to non-performance or quality of data of the Firm will be levied in full on Firm. CLIENT will be free to recover other costs as damages arising out of the above as deemed fit.
- In case the Firm fails to perform its duties as per the contract, CLIENT will be free to get such work done from any other source and recover the costs incurred as such along with penalties from the Firm.

DELIVERY AND RISK PURCHASE

- The time for and the date of delivery stipulated shall be deemed to be the essence of the contract and delivery must be completed as per delivery schedule specified in the agreement.
- As soon as it is apparent to the Firm that the delivery dates as stipulated in the contract cannot be met, he should apply for extension of the delivery dates to giving reasons for delay along with supporting documents, if any, and also the date up to which the extension of delivery period is required. The CLIENT will consider such request depending on the nature of the case and either agree for such extension suitably or reject the said request of the Firm. In case of no adherence during the stipulated delivery period, the CLIENT will be free to cancel the Contract or a portion thereof and also complete the work at the risk and cost of the Firm. In any case the Firm shall have no claims whatsoever in respect of cancellation of the contract.
- The CLIENT reserves the right to cancel the contract or a portion thereof and complete the work at the risk and cost of Contractor after giving due notice to the FIRM even before completion of the contractual delivery schedule if it becomes apparent that FIRM will not be able to fulfill the contractual obligations.
- Incase the FIRM fails to complete the work or a portion thereof within the contractual delivery schedule, the CLEINT has the right to get the work or a portion thereof completed at the risk and cost of Contractor without serving any notice to the Contractor.
- In the event of cancellation of the contract by CLIENT at the risk and cost of the FIRM, the FIRM shall be liable for any loss which the CLIENT may sustain on account of risk purchase But the FIRM shall not be entitled to any gain on such purchase made against such default. The manner and method of such purchase shall be at the entire discretion of the CLIENT, whose decision will be final.
- The CLIENT reserves the right to suspend the business with such FIRM who defaults in adhering to the contractual delivery schedule, quality of work etc as per the contract after giving show cause notice to the FIRM and considering their reply received within a period of 2 days, if any.

Other clauses:

1. Equipment and Materials Furnished

Equipment and materials made available to the Firm shall be the property of CLIENT and shall be marked and returned accordingly.

2. Prohibition of Conflicting Activities

The Firm shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any, personal, business or professional activities that would represent a conflict with the activities assigned to them under this Work Order.

3. Confidentiality

Except with the prior written consent of the CLIENT, neither the Firm nor their Personnel shall at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Firm or their Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

DISPUTES:

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

That in default of compliance/performance of the terms and conditions created by this covenant by any of the parties or if any of the parties violate/contravene the terms and conditions created by this covenant, in that event any of the aggrieved party reserve their right to legal action for breach of contract, breach of trust or for the part performance and specific reliefs in a competent court of law for their redressal and efficacious remedies. The jurisdiction for the redressal and remedy shall be Kolkata High Court only.