

Section 8. Standard Form of Contract

Attached Separately

Contents

PART I..... 1

Section1. Letter of Invitation 1

Section2. Instructions to Consultants and Data Sheet 3

A. General Provisions 3

 1. Definitions 3

 2. Introduction 5

 3. Conflict of Interest 5

 4. Unfair Competitive Advantage 6

 5. Corrupt and Fraudulent Practices 6

 6. Eligibility 7

B. Preparation of Proposals 7

 7. General Considerations 7

 8. Cost of Preparation of Proposal 7

 9. Language 7

 10. Documents Comprising the Proposal 7

 11. Only One Proposal..... 8

 12. Proposal Validity..... 8

 13. Clarification and Amendment of RFP 9

 14. Preparation of Proposals – Specific Considerations..... 9

 15. Qualification documents, Technical Proposal Format and Content..... 10

 16. Financial Proposal..... 10

 17. Earnest Money Deposit..... 11

 18. The EMD shall be forfeited by the Client in the events..... 11

 19. Bid documents and Processing Fees 12

C. Submission, Opening and Evaluation 12

 20. Submission, Sealing, and Marking of Proposals 12

 21. Confidentiality..... 13

 22. Opening of Technical Proposals..... 13

 23. Proposals Evaluation..... 14

 24. Evaluation of Qualification documents, Technical Proposals 14

 25. Financial Proposals for QBS 14

 26. Public Opening of Financial Proposals (for QCBS method)..... 14

 27. Correction of Errors..... 15

 28. Taxes 16

 29. Conversion to Single Currency 16

 30. Combined Quality and Cost Evaluation..... 16

D. Negotiations and Award..... 16

31.	Negotiations.....	16
32.	Conclusion of Negotiations.....	17
33.	Award of Contract.....	17
E.	Data Sheet	18
1.	27
2.	Adequacy for the Assignment (Experience in similar capacity, trainings, Experience as per TOR, Experience with IFIs & Overall Impression): 80%.....	27
Section3.	Technical Proposal – Standard Forms	30
	FORM TECH-2 (FOR FULL TECHNICAL PROPOSAL ONLY).....	40
Section4.	Financial Proposal - Standard Forms	49
Section5.	Eligible Countries	55
Section6.	Bank Policy – Corrupt and Fraudulent Practices	57
Section7.	Terms of Reference.....	59
	Background	59
	Objective of the Assignment.....	59
	Scope of Services.....	59
	Team Composition &Qualification Requirements	70
	Reporting Requirements and Time Schedule and Deliverables.....	78
Marks.....		85
I.	Form of Contract	95
II.	General Conditions of Contract.....	97
A.	GENERAL PROVISIONS.....	97
1.	Definitions	97
2.	Relationship between the Parties	98
3.	Law Governing Contract	98
4.	Language	98
5.	Headings	98
6.	Communications	98
7.	Location	99
8.	Authority of Member in Charge.....	99
9.	Authorized Representatives.....	99
10.	Corrupt and Fraudulent Practices	99
B.	COMMENCEMENT, COMPLETION,MODIFICATION AND TERMINATION OF CONTRACT	99
11.	Effectiveness of Contract.....	99
12.	Termination of Contract for Failure to Become Effective.....	100
13.	Commencement of Services	100
14.	Expiration of Contract.....	100
15.	Entire Agreement.....	100

16.	Modifications or Variations.....	100
17.	Force Majeure.....	100
18.	Suspension	102
19.	Termination	102
C.	OBLIGATIONS OF THE CONSULTANT.....	104
20.	General	104
21.	Conflict of Interests.....	105
22.	Confidentiality	106
23.	Liability of the Consultant.....	106
24.	Insurance to be Taken out by the Consultant.....	106
25.	Accounting, Inspection and Auditing.....	106
26.	Reporting Obligations	107
27.	Proprietary Rights of the Client in Reports and Records.....	107
28.	Equipment, Vehicles and Materials	107
D.	CONSULTANT'S EXPERTS AND SUB-CONSULTANTS	108
29.	Description of Key Experts.....	108
30.	Replacement of Key Experts.....	108
31.	Approval of Additional Key Experts	108
32.	Removal of Experts or Sub-consultants	109
33.	Replacement/ Removal of Experts – Impact on Payments.....	109
34.	Working Hours, Overtime, Leave, etc.....	109
E.	OBLIGATIONS OF THE CLIENT	109
35.	Assistance and Exemptions.....	109
36.	Access to Project Site.....	110
37.	Change in the Applicable Law Related to Taxes and Duties	110
38.	Services, Facilities and Property of the Client.....	111
39.	Counterpart Personnel.....	111
40.	Payment Obligation	111
F.	PAYMENTS TO THE CONSULTANT	112
41.	Ceiling Amount	112
42.	Remuneration and Reimbursable Expenses	112
43.	Taxes and Duties	112
44.	Currency of Payment	112
45.	Mode of Billing and Payment.....	113
46.	Interest on Delayed Payments.....	114
G.	FAIRNESS AND GOOD FAITH	114
47.	Good Faith.....	114
H.	SETTLEMENT OF DISPUTES.....	114
48.	Amicable Settlement	114
49.	Dispute Resolution.....	114
Attachment 1: Bank's Policy – Corrupt and Fraudulent Practices		117
III.	Special Conditions of Contract	119

IV.	Appendices	129
	Appendix A – Terms of Reference.....	129
	Appendix B - Key Experts	129
	Appendix C – Remuneration Cost Estimates	129
	Appendix D – Reimbursable Expenses Cost Estimates.....	133
	Appendix E - Form of Advance Payments Guarantee.....	134

CONTRACT FOR CONSULTANT'S SERVICES

Name of Project: Project Management Consultant (PMC) for Assisting [REDACTED] Corporation Limited to Design, Develop, Manage and Implement Smart City Projects under Smart City Mission (SCM) in [REDACTED]

Contract No. [REDACTED]

Between

Greater [REDACTED]

[Name of the Consultant]

Dated: _____

I. Form of Contract**TIME-BASED**

(Text in brackets [] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the "Contract") is made the [number] day of the month of [month], [year], between, on the one hand, Greater [redacted] Corporation Limited for smart city [redacted] on behalf of Ministry of Urban Development (MoUD), Government of India, (hereinafter called the "Client") and, on the other hand, [name of Consultant] (hereinafter called the "Consultant").

[If the Consultant consist 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 Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract, namely, [name of member] and [name of member] (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, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has accepted the offer of the consultant 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) The General Conditions of Contract (including Attachment 1 "Corrupt and Fraudulent Practices);
- (b) The Special Conditions of Contract;
- (c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts and Non Key Experts

Appendix C: Remuneration Cost Estimates

Appendix D: Reimbursables Cost Estimates

Appendix E: Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including

Attachment 1; Appendix A; Appendix B; Appendix C and Appendix D; Appendix E. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

 3. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.
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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 Greater Smart City Corporation Limited

[Authorized Representative of the Client – name, title and signature]

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

[Authorized Representative of the Consultant – name and signature]

[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

For and on behalf of each of the members of the Consultant *[insert the name of the Joint Venture]*

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

[add signature blocks for each member if all are signing]

II. General Conditions of Contract

A. GENERAL PROVISIONS

<p>1. Definitions</p>	<p>1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <p>(a) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the Special Conditions of Contract (SCC), as they may be issued and in force from time to time.</p> <p>(b) “Client” means the implementing agency that signs the Contract for the Services with the Selected Consultant.</p> <p>(c) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.</p> <p>(d) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).</p> <p>(e) “Day” means a working day unless indicated otherwise.</p> <p>(f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.</p> <p>(g) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.</p> <p>(h) “Foreign Currency” means any currency other than the currency of the Client’s country.</p> <p>(i) “GCC” means these General Conditions of Contract.</p> <p>(j) “Government” means the government of the Client’s country.</p> <p>(k) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally</p>
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	<p>liable to the Client for the performance of the Contract.</p> <p>(l) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.</p> <p>(m) “Local Currency” means the currency of the Client’s country.</p> <p>(n) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.</p> <p>(o) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.</p> <p>(p) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.</p> <p>(q) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.</p> <p>(r) “Sub-consultants” means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.</p> <p>(s) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.</p>
<p>2. Relationship between the Parties</p>	<p>2.1. 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 the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.</p>
<p>3. Law Governing Contract</p>	<p>3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.</p>
<p>4. Language</p>	<p>4.1. This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.</p>
<p>5. Headings</p>	<p>5.1. The headings shall not limit, alter or affect the meaning of this Contract.</p>
<p>6. Communications</p>	<p>6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified</p>

	<p>in Clause GCC 4. 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 SCC.</p> <p>6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.</p>
7. Location	7.1. The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
8. Authority of Member in Charge	8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
9. Authorized Representatives	9.1. 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 SCC .
10. Corrupt and Fraudulent Practices	10.1. The Client requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Attachment 1 to the GCC.
a. Commissions and Fees	10.2. The Client requires the Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party 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 or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF

CONTRACT

11. Effectiveness of Contract	11.1. This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
12. Termination of Contract for Failure to Become Effective	12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) 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.
13. Commencement of Services	13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.
14. Expiration of Contract	14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
15. Entire Agreement	15.1. 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.
16. Modifications or Variations	<p>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.</p> <p>In cases of substantial modifications or variations, the prior written consent of the Bank is required.</p>
17. Force Majeure	

<p>a. Definition</p>	<p>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 makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, 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 confiscation or any other action by Government agencies.</p> <p>Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.</p> <p>17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p>
<p>b.No Breach of Contract</p>	<p>17.4. 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 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.</p>
<p>C.Measures to be Taken</p>	<p>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.</p> <p>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) calendar 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 <u>normal conditions as soon as possible.</u></p>
<p>18. Suspension</p>	<p>18.1. 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) calendar days after receipt by the Consultant of such notice of suspension.</p>
<p>19. Termination</p>	<p>19.1 This Contract may be terminated by either Party as per provisions set up below:</p>

<p>a. By the Client</p>	<p>19.1.1 The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):</p> <p>(a) If the Consultant fails to remedy a failure in the performance of its</p>
	<p>has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.</p>
<p>b. By the Consultant</p>	<p>19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar 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.</p> <p>(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 49.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.</p> <p>(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) calendar days.</p> <p>(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1.</p> <p>(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.</p>

<p>c. Cessation of Rights and Obligations</p>	<p>19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, 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 GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.</p>
<p>d. Cessation of Services</p>	<p>19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, 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</p>

C. OBLIGATIONS OF THE CONSULTANT

<p>20. General</p>	
<p>a. Standard of Performance</p>	<p>The Consultant shall perform the Services and carry out the Services 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 a faithful adviser to the Client, and shall at all times support and safeguard the Client’s legitimate interests in any dealings with the third parties.</p> <p>The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.</p> <p>The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.</p>
<p>b. Law Applicable to Services</p>	<p>20.4 The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.</p>

	<p>Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when</p> <ul style="list-style-type: none"> (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country. <p>The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.</p>
<p>21. Conflict of Interests</p>	<p>21.1 The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.</p>
<p>a. Consultant Not to Benefit from Commissions, Discounts, etc.</p>	<p>The payment of the Consultant pursuant to GCC F (Clauses GCC 41 through 46) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.</p> <p>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 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.</p>
<p>b. Consultant and Affiliates Not to Engage in Certain Activities</p>	<p>21.1.3 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 non-consulting services resulting from or directly related to the Consultant's</p>

	Services for the preparation or implementation of the project, unless otherwise indicated in the SCC .
c. Prohibition of Conflicting Activities	21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
d. Strict Duty to Disclose Conflicting Activities	21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
22. Confidentiality	22.1 Except with the prior written consent of the Client, the Consultant and the Experts 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 Experts make public the recommendations formulated in the course of, or as a result of, the Services.
23. Liability of the Consultant	23.1 Subject to additional provisions, if any, set forth in the SCC , the Consultant's liability under this Contract shall be as determined under the Applicable Law.
24. Insurance to be Taken out by the Consultant	24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (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 specified in the SCC , 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. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
25. Accounting, Inspection and Auditing	<p>25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.</p> <p>25.2 The Consultant shall permit and shall cause its Sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal</p>

	<p>to provide the Services, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Bank's prevailing sanctions procedures.)</p>
<p>26. Reporting Obligations</p>	<p>26.1 The Consultant shall submit to the Client the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix.</p>
<p>27. Proprietary Rights of the Client in Reports and Records</p>	<p>Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. 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, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.</p> <p>If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, 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 SCC.</p>
<p>28. Equipment, Vehicles and Materials</p>	<p>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, vehicles 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.</p> <p>Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or</p>

	personal use shall remain the property of the Consultant or the Experts concerned, as applicable.
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D. CONSULTANT’S EXPERTS AND SUB-CONSULTANTS

<p>29. Description of Key Experts</p>	<p>The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant’s Key Experts are described in Appendix B.</p> <p>If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in Appendix B may be made by the Consultant by a written notice to the Client, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, 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 GCC 41.2.</p> <p>If additional work is required beyond the scope of the Services specified in Appendix A, the estimated time-input for the Key Experts 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 GCC 41.1, the Parties shall sign a Contract amendment.</p>
<p>30. Replacement of Key Experts</p>	<p>Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.</p> <p>Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant’s written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.</p>
<p>31. Approval of Additional Key Experts</p>	<p>31.1 If during execution of the Contract, additional Key Experts are required to carry out 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 two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client.</p> <p>The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.</p>

<p>32. Removal of Experts or Sub-consultants</p>	<p>If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert of Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.</p> <p>In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.</p> <p>Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.</p>
<p>33. Replacement/ Removal of Experts – Impact on Payments</p>	<p>33.1 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 Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.</p>
<p>34. Working Hours, Overtime, Leave, etc.</p>	<p>Working hours and holidays for Experts are set forth in Appendix B. To account for travel time to/from the Client's country, experts 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 B.</p> <p>The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix B, and the Consultant's remuneration shall be deemed to cover these items.</p> <p>Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.</p>

E. OBLIGATIONS OF THE CLIENT

35. Assistance and Exemptions	35.1 Unless otherwise specified in the SCC , the Client shall use its best efforts to: (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the services
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	<ul style="list-style-type: none"> (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract. (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents. (c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services. (d) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country. (e) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services. (f) Provide to the Consultant any such other assistance as may be specified in the SCC.
<p>36. Access to Project Site</p>	<p>36.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.</p>
<p>37. Change in the Applicable Law Related to Taxes</p>	<p>37.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country 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</p>

and Duties	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 GCC 41.1
38. Services, Facilities and Property of the Client	<p>The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A.</p> <p>In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix A, 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 GCC 41.3.</p>
39. Counterpart Personnel	<p>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 A.</p> <p>If counterpart personnel are not provided by the Client to the Consultant as and when specified in Appendix A, 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 GCC 41.3.</p> <p>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.</p>
40. Payment Obligation	40.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT

<p>41. Ceiling Amount</p>	<p>An estimate of the cost of the Services is set forth in Appendix C(Remuneration) and Appendix D(Reimbursable expenses).</p> <p>Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SCC.</p> <p>For any payments in excess of the ceilings specified in GCC41.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.</p>
<p>42. Remuneration and Reimbursable Expenses</p>	<p>The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.</p> <p>All payments shall be at the rates set forth in Appendix C and Appendix D.</p> <p>Unless the SCC provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.</p> <p>The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in Appendix B, (iii) the Consultant's profit, and (iv) any other items as specified in the SCC.</p>
<p>43. Taxes and Duties</p>	<p>The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.</p> <p>As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.</p>
<p>44. Currency of Payment</p>	<p>44.1 Any payment under this Contract shall be made in the currency(ies) specified in the SCC.</p>

45. Mode of Billing and Payment	<p>45.1 Billings and payments in respect of the Services shall be made as follows:</p> <p>(a) <u>Advance payment.</u> Within the number of days after the Effective Date, the Client shall pay to the Consultant an advance payment as specified in the SCC. Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix E, 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 SCC until said advance payments have been fully set off.</p> <p>(b) <u>The Itemized Invoices.</u> 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 interval otherwise indicated in the SCC, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 44 and GCC 45 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.</p> <p>(c) The Client shall pay the Consultant's invoices within sixty (60) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice 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.</p> <p>(d) <u>The Final Payment.</u> The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant 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 invoice shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the</p>
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	<p>Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts 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 invoice approved by the Client in accordance with the above.</p> <p>(e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.</p> <p>(f) 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.</p>
<p>46. Interest on Delayed Payments</p>	<p>46.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 45.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.</p>

G. FAIRNESS AND GOOD FAITH

<p>47. Good Faith</p>	<p>47.1 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.</p>
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H. SETTLEMENT OF DISPUTES

<p>48. Amicable Settlement</p>	<p>The Parties shall seek to resolve any dispute amicably by mutual consultation.</p> <p>If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 49.1 shall apply.</p>
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II. General Conditions

Attachment 1: Corrupt and Fraudulent Practices

The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Client shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Client shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre- estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.

Without prejudice to the rights of the Client under Clause 6.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

4.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- (g) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute

General Conditions of Contract – Attachment 1

influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Client in relation to any matter concerning the Project;

- (h) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (i) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;


- (j) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party⁴;
- (k) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (l) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

⁴ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

1. III. Special Conditions of Contract

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	The Contract shall be construed in accordance with the law of INDIA
4.1	The language is: English
6.1 and 6.2	<p>The addresses are:</p> <p>Client : [Insert the name of the SPV]</p> <p>Attention : _____</p> <p>E-mail (where permitted): _____</p> <p>Consultant : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted): _____</p>
8.1	<p><i>[Note: If the Consultant consists only of one entity, state "N/A"; OR If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i></p> <p>The Lead Member on behalf of the JV is _____</p> <p style="text-align: right;"><i>[insert name of the member]</i></p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: [Insert name] _____</p> <p>For the Consultant: <i>[name, title]</i> _____</p>

11.1	<p>The effectiveness conditions are the following: approval of the Contract by the </p> <p>-----</p>
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be 60 (Sixty) Days</p>
13.1	<p>Commencement of Services:</p> <p>The number of days shall be 15 Days</p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
14.1	<p>Expiration of Contract:</p> <p>The time period shall be 48 months (04(four) Years), which may be extended on mutual consent till the Smart City Mission Period on the successful performance of the Consultant.</p>
21 b.	<p>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</p> <p>Yes</p>

<p>23.1</p>	<p>The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:</p> <p>"Limitation of the Consultant's Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <ul style="list-style-type: none"> (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract; <p>(b) This limitation of liability shall not</p> <ul style="list-style-type: none"> (i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services; (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law in Client's Country.
<p>24.1</p>	<p>The insurance coverage against the risks shall be as follows:</p> <p><i>[Note: Delete what is not applicable except (a)].</i></p> <p>(a) Professional liability insurance, with a minimum coverage of equal to the value of the Contract Price;</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage as per Indian Motor Vehicle Act 1988 and any amendments thereof.</p> <p>(c) Third Party liability insurance, with a minimum coverage of <i>in accordance with the applicable law in the Client's country.</i></p> <p>(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p>

	(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.
27.2	The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.
41.2	The ceiling in local currency is: _____ <i>[insert amount and currency]</i> <i>[indicate: inclusive or exclusive]</i> of local indirect taxes.
	<p>(a) Payments shall be made according to the following schedule:</p> <p>(i) 10% of the Contract Value will be paid in advance, if so desired, on submission of bank guarantee of the amount equal to the advance sought by the Consultant.</p> <p>(ii) Remuneration of Personnel as indicated in Financial proposal submission Form Fin 3, and as agreed during Negotiations, will be reimbursed on monthly basis as per this contract according to the agreed work plan;</p> <p>(iii) Payment for Reimbursable Expenses as indicated in Financial proposal submission Form Fin 4, be reimbursed on actual/ and as agreed during Negotiations.</p> <p>(b) Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall <i>[insert as appropriate: "be paid" or "reimbursed"]</i> by the Client <i>[insert as appropriate: "for "or "to"]</i> the Consultant.</p> <p>The amount of such taxes is_____ <i>[insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.]</i></p>

<p>42.3</p>	<p>Price adjustment on the remuneration apply only if the contract is extended beyond 18 months.</p> <p>Payments for remuneration made in [local] currency shall be adjusted as follows:</p> <p>(1) The official Index is CPI (Urban) for [redacted] as published by Director general/Central Statistical Office, Ministry of statics & programme Implementation, Government of India for the month for which the adjustment is supposed to have effect</p> <p>(2) Remuneration paid in local currency pursuant to the rates set forth in Appendix C shall be adjusted every [insert number] months (and, for the first time, with effect for the remuneration earned in the 25th the calendar month after the date of the Contract) by applying the following formula:</p> $R_t \square R_{lo} \square \frac{I_t}{I_{lo}} \quad \{ \text{or} \quad R_t \square R_{lo} \square \square 0.1 \square 0.9 \frac{I_t}{I_{lo}} \square \}$ <p>where</p> <p>R_t is the adjusted remuneration;</p> <p>R_{lo} is the remuneration payable on the basis of the remuneration rates (Appendix C) in local currency;</p> <p>I_t is the official index for salaries in the Client's country for the first month for which the adjustment is to have effect; and</p> <p>I_{lo} is the official index for salaries in the Client's country for the month of the date of the Contract.</p>
<p>43.1 and 43.2</p>	<p><u>For domestic consultants/sub-consultants / personnel and foreign consultants/personnel who are permanent residents in India</u></p> <p>The consultants, Sub-consultants and the 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.</p> <p>The Client warrants that the Client shall reimburse the Consultant, and Consultants person for any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client's country, on the Consultant, the Sub-consultants and the Experts in respect of:</p> <p>(a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client's</p>

	<p>country), in connection with the carrying out of the Services;</p> <p>(b) any equipment, materials and supplies brought into the Client’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 by them;</p> <p>(c) 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;</p> <p>(d) any property brought into the Client’s country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client’s country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client’s country, provided that:</p> <p style="padding-left: 40px;">(i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client’s country in importing property into the Client’s country; and</p> <p style="padding-left: 40px;">(ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client’s country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client’s country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client’s country.</p>
<p>Add Clause 43.3</p>	<p>(a) The client shall reimburse Service Tax payable in India as per Applicable Law. The consultant shall register itself for service tax with appropriate authority in India & shall provide the registration Number to the client.</p> <p>b) Tax will be deducted at source as per the prevailing Income Tax Rules.</p>
<p>44.1</p>	<p>The currency of payment shall be the following: Indian Rupees</p>
<p>45.1(a)</p>	<p>The following provisions shall apply to the mobilization advance payment and the advance bank payment guarantee:</p> <p style="padding-left: 40px;">A. The Mobilization advance payment shall be 10% (ten percent) of the Final accepted Contract Amount against 110% (one hundred ten</p>

	<p>percent) advance bank payment guarantee. The mobilization advance shall be paid in two stages as follows:</p> <p>(a) Stage-I : After Signing of the Contract : 5% of the Final Accepted Contract Amount.</p> <p>(b) After mobilization of Core Team and Establishment of the Project Office at _____: 5% of the Final Accepted Contract Amount.</p> <p>B. The mobilization advance payment will be set off by the Client in equal 06 (six) portions against the payment made to the Consultant.</p> <p>C. The advance bank payment guarantee shall be in the amount [insert the amount] in the Indian Rupees of the advance payment.</p> <p>D. The bank guarantee will be released when the advance payment has been fully set off.</p> <p>E. If the contract is terminated due to default of the Consultant, the “mobilization advance” would be deemed as interest bearing advance at an Prime lending Rate (PLR)/ base rate of State bank of India, (to be stipulated depending on the prevailing rate at the time of issue of NIT) to be compounded quarterly.</p>
45.1(b)	<p>The Consultant shall submit to the Client itemized statements at time intervals of Every month. The time sheets supported by Progress Reports and deliverables.</p>
45.1(e)	<p>The accounts are:</p> <p>for foreign currency: [insert account]. for local currency: [insert account].</p>
46.1	<p>The interest rate is: London Inter-Bank Offered Rate [LIBOR] plus 2% for foreign currency/local currency.</p>
49.	<p>[Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical</p>

	<p>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 [Chairman (Delhi State Centre), The Institution of Engineers (India), New Delhi for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names there from, 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, Chairman (Delhi State Centre), The 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.</p> <p>(c) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) 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 (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Registrar, The Indian Council of Arbitration, New Delhi.</p> <p>(c) If, in a dispute subject to paragraph (b) above, 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 Registrar, The 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..</p>
	<p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country [Note: If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties] or of the Government's country. For the purposes of this Clause, "home country" means any of:</p>

	<ul style="list-style-type: none"> (a) the country of incorporation of the Consultant [<i>Note: If the Consultant consists of more than one entity, add: or of any of their members or Parties</i>]; or (b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or (c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or
	<p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none"> (a) Proceedings shall, unless otherwise agreed by the Parties, be held in [<i>select a country which is neither the Client's country nor the Consultant's country</i>]; (b) The <i>English</i> language shall be the official language for all purposes; and (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.
<p>INSERT CLAUSE 50</p>	<p>Performance Security</p> <ul style="list-style-type: none"> (a) The Successful Consultant, for due and faithful performance of its obligations under the Contract Agreement, shall be required to provide a performance Security @ [05 (five)]% of the accepted Contract amount within 28 (twenty eight) days to the Client through Bank Guarantee acceptable to the Client, of receipt of the Letter of Award from the Authority. (b) The Performance Security shall be issued by an Commercial Scheduled Bank and from within a the jurisdiction of the Country). The Performance Security shall be valid until a date 60 days beyond the date of completion of all contractual obligations of the Consultant. (c) The Client shall not make a claim under the Performance Security, except for amounts to which the Client is entitled under the Contract

	<p>in the event of:</p> <ul style="list-style-type: none"> (i) failure by the Consultant to extend the validity of the Performance Security on extension of time of the contract, in which event the Client may claim the full amount of the Performance Security, (ii) failure by the Consultant to pay the Client an amount due, as either agreed (iii) Claims, Disputes and Arbitration, within 42 days after this agreement or determination, (iv) Circumstances which entitle the Employer to termination under Sub-Clause 19(a) [Termination by the Client], irrespective of whether notice of. <p>(d) On Completion of the Contractual obligation by the Consultant, The performance security shall be returned to the Consultant within 21 days by the Client.</p>
<p>INSERT CLAUSE 51</p>	<p>Failure to Perform the Contractual Obligations</p> <ul style="list-style-type: none"> (i) In the event of total default / failure of the PMC in execution of the services for reasons solely attributable to PMC, the SPV reserves the right to get the work executed by any other consultancy firm at the risk and cost of the defaulting consultancy firm. Decision of employer is final & binding on the consultancy firm. (ii) In this case liquidated damages @ 0.5% (zero point five percent) of the fee for the cost of balance work up to activities 2 to 5 per week of delay subject to maximum of 10% shall be levied by the GVSCCL. <p>For Variations in the Estimation Cost</p> <ul style="list-style-type: none"> (iii) The SPV will be responsible for monitoring the PMCs performance and initiate action / liquidated Damages for non-compliance with the ToR, wrong/incomplete specification in the bid documents, improper estimate, improper / poor progress monitoring, not informing in advance about necessary actions to be taken by the Implementing partner/Agency(ies) etc.

APPENDIX A – TERMS OF REFERENCE

[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks that require prior approval by the Client.]

Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 in the Consultant's Proposal. Highlight the changes to Section 7 of the RFP]

If the Services consist of or include the supervision of civil works, the following action that require prior approval of the Client shall be added to the "Reporting Requirements" section of the TORs: Taking any action under a civil works contract designating the Consultant as "Engineer", for which action, pursuant to such civil works contract, the written approval of the Client as "Employer" is required.]

APPENDIX B – KEY EXPERTS

[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

[Specify Hours of Work for Key Experts: List here the hours of work for Key Experts; travel time to/ from the Client's country; entitlement, if any, to leave pay; public holidays in the Client's country that may affect Consultant's work; etc. Make sure there is consistency with Form TECH-6. In particular: one month equals twenty Six (26) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.]

APPENDIX C – REMUNERATION COST ESTIMATES

1. Monthly rates for the Experts:

[Insert the table with the remuneration rates. The table shall be based on [Form FIN-3] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3] at the negotiations or state that none has been made.]

2. *[When the Consultant has been selected under Quality-Based Selection method, or the Client has requested the Consultant to clarify the breakdown of very high remuneration rates at the Contract's negotiations also add the following:*

"The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP "Consultants' Representations regarding Costs and Charges" submitted by the Consultant to the Client prior to the Contract's negotiations.

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification,

(i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. 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 Clause GCC 45.1(d) of this Contract.”

26. **Model Form I⁵**

Breakdown of Agreed Fixed Rates in Consultant's Contract

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Expressed in [INR])*

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	Profit ²	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Work in the Client's Country									

1 Expressed as percentage of 1

2 Expressed as percentage of 4

* If more than one currency, add a table

Signature

Date

Name and Title:

⁵ Not applicable for QCBS Method of Selection

APPENDIX D – REIMBURSABLE EXPENSES COST ESTIMATES

1. [Insert the table with the reimbursable expenses rates. The table shall be based on [Form FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-4] at the negotiations or state that none has been made.

2. All reimbursable expenses shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and in no event shall reimbursement be made in excess of the Contract amount.]

APPENDIX E – FORM OF ADVANCE PAYMENTS GUARANTEE

[See Clause GCC 41.2.1 and SCC 41.2.1]

{Guarantor letterhead or SWIFT identifier code}

27. Bank Guarantee for Advance Payment

Guarantor: _____ [insert commercial Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ [insert Name and Address of Client]

Date: _____ [insert date]

ADVANCE PAYMENT GUARANTEE No.: _____ [insert number]

We have been informed that _____ [name of Consultant or a name of the Joint Venture, same as appears on the signed Contract] (hereinafter called "the Consultant") has entered into Contract No. _____ [reference number of the contract] dated _____ [insert date] with the Beneficiary, 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 _____ [insert amount in figures] () [amount in words] is to be made against an advance payment guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ [amount in figures] () [amount in words] upon receipt by us of the Beneficiary's complying demand supported by the

Beneficiary's ~~a~~-written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of their obligation under the Contract because the Consultant:

- (a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;
- (b) has 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 Consultant on their account number _____ at _____ *[name and address of bank]*.

¹The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency (ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as "paid" by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the day of *_[month]_____*, *_[year]_____*, 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 (URDG) 2010 revision, ICC Publication No. 758.

[signature (s)]

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

² Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *_[six months]_[one year]*, in response to the Client's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."