

REQUEST FOR PROPOSAL (RFP) FOR EMPANELMENT
OF “GEOTECHNICAL CONSULTANTS” FOR ADCL

October 2024

AMARAVAT DEVELOPMENT CORPORATION LIMITED
{ADCL}

Amaravati Development Corporation Limited
Vijayawada

Tender Notice No: 07/CE/ADC/Engg/Geo/2024-25

Dt:02 -10-2024

The Government of Andhra Pradesh is Developing new capital city Amaravati over 217 sq. km. area in Guntur District within the Capital Region Area of 8,353 sq. km. ADCL has taken up execution of the development of Trunk Infrastructure in Amaravati and other infrastructure across the Capital City area.

The Chairperson & Managing Director(CMD), ADCL, Vijayawada invites Bids from eligible bidders for the empanelment of "Geotechnical Consultants" for the Capital City in the State of Andhra Pradesh. Interested applicants are requested submit their responses physically at the ADCL Office, Plot No:15, Road No:4,Sector-4, Lotus Landmark , Kedareswarapet , Vijayawada-520003 on or before 3:00 PM (IST), 10th October, 2024. The particulars of the RFP can be downloaded from the ADCL website: www.adcl.in

For any further clarifications you may contact

Sri M. Prabhakar Rao,
Chief Engineer,
ADCL, Vijayawada
Mobile No: 7095078695

Chairperson & Managing Director,
ADCL, Vijayawada

Contents

1. General terms.....	5
1.1. Goals of this RFP.....	5
1.2. Issuing Authority '.....	5
1.5. Tentative schedule	5
1.4. Availability of the RFP Documents	6
1.5. RFP Processing Fees.....	6
1.6. Venue & Deadline <i>for</i> submission or proposals	6
1.7. Modifications to the RFP document.....	6
2. Background.....	8
3. Scope of Services.....	9
4. Selection process.....	13
5. Duration.....	13
6. Bidding terms.....	15
6.1. Conditions under which this RFP is issued.....	15
6.2. Rights to the content of the proposal.....	16
6.3. Acknowledgement of understanding of terms.....	16
6.4. Evaluation of Pre-qualification proposal.....	16
6.5. Language of Proposals.....	16
6.6. Terms of Empanelment.....	16
7. Pre-qualification criteria.....	17
7.1. Response Requirements	17
7.2. Proposal requirements.....	18
1. Part I - Covering Letter and Processing Fee.....	18
2. Part II - Details of the Organization	18
3. Part III - Relevant Project Experience	19
g. Financial proposal	20
Form I: Covering Letter.....	22
Form II: General details of the Organization	24

Form 111: Financial details of the Organization. 25
Form IV: Similar Experience. 26
Form V: Financial Proposal..... 27

Part I General Terms

1. General terms

1.1. Goals of this RFP

The objective of this RFP is to solicit proposals from the interested bidders for participation in a bid process for selection of "Geotechnical Consultants" for conducting investigations at various location in the project area based on the requirements that will arise during the Planning & designing of infrastructure development in the Amaravati Area of 217 Sq. km. The resulting empanelment is expected to span over 36 months from the date of signing the contract, The survey reports *the* "geotechnical Consultants" will provide will be critical for the ADCL appointed Infrastructure DPR consultant to prepare DPRs for the various infrastructure components to be designed by them. The EoI intends to bring out the details with respect to scope of services that are deemed necessary to share with the interested bidders.

1.2. Issuing Authority

This RFP is issued by the Amaravati Development Corporation Limited (hereafter referred to as "Authority"), intended to short-list/ empanel potential bidders. The Authority's decision with regard to the short-listing of bidders through this RFP shall be final and the Authority reserves the right to reject any or all the bids without assigning any reason.

ITEM	DESCRIPTION
PROJECT TITLE	RFP for empanelment of "Geotechnical Consultants" for ADCL
CONTACT PERSON	M.Prabhakara Rao , Chief Engineer
ADDRESS OF THE AUTHORITY	Amaravati Development Corporation Limited , Plot No:15, Road No:4,Sector-4, Lotus Landmark , Kedareshwarapet , Vijayawada -500002.

1.3. Tentative schedule

The following table enlists important milestones and timelines for completion of bidding activities:

ITEM	DETAILS
Release of RFP	: 03-10-2024
Last date for submission of RFP responses	: 10-10-2024, 3:00 PM
Opening of RFP responses	: 10-10-2024, 4:00 PM
Tentative Date of Declaration of empanelled firms	: will be informed later

1.4. Availability of the RFP Documents

RFP can be downloaded from the Authority's website given under Section 1.2. The bidders are expected to examine all instructions, forms, terms, project requirements and other details in the RFP documents. Failure to furnish complete information as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of the proposal.

1.5. RFP Processing Fees

A non-refundable processing fee for Rs. 10,000 (Rupees Ten thousand only) in the form of a Demand draft drawn in favour of the Chairperson and Managing Director, ADCL, payable at Vijayawada has to be submitted along with the RFP Response. Bids received without or with inadequate RFP Processing fees shall be liable to get rejected.

1.6. Venue & Deadline for submission of proposals

Proposals, in its complete form in all respects as specified in the RFP, must be submitted to the Authority at the address specified above in Section 12.

1.7. Modifications to the RFP document

The Authority may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing an addendum to be made available on the Authority's website, in which case all rights and obligations of Authority and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

Part II Scope of Services

2. Background

The Government of Andhra Pradesh proposes to establish 'Amaravati', a world-class capital city for the newly formed State. The aspiration is to create a people's capital that is vibrant, diverse, inclusive, and modern which is not only a glowing pride for all the people of Andhra Pradesh but also a magnet for skilled migrants, industries, business and professionals from across the world. It would synthesize the best features of urban planning, sustainability, and effective governance to create an inclusive, highly liveable, and world-class urban ecosystem.

Amaravati will be an environmentally sustainable, functionally smart, technology driven city, having physical infrastructure of global standards with efficient utilities. It will amalgamate local culture, historical roots and involve people's aspirations in a robust socio-economic plan to spur rapid, sustainable and inclusive economic growth. Amaravati will be a truly liveable city and create a deep sense of attachment and ownership among its stakeholders. As a true people's capital, it will be an ultimate destination for investors, business, education, tourism, research and development.

ADCL has undertaken Trunk (Tire-I) Infrastructure Works of 34 Roads. These works include the development of utilities such as storm water drains, water supply networks, Power infrastructure and ICT networks. Additionally, ADCL has undertaken the depending and widening of Vagus, construction of gravity canal and the development of Sakhamuru, Neerukonda, and Krishnayapalem reservoirs. Tenders for all the Trunk Infra works are called for works entrusted to different contract agencies were in progress till May, 2019 through 23 separate packages. Due to changes in policy & priorities of the government, the trunk Infrastructure works were halted abruptly during the period 2019 to 2024. RFP was invited for the consultancy services for preparation of "DPR for (A) Assessment of the status of the implemented works (B) Preparation of BoQs and Cost estimation for the Works as per Current Prices for total remaining works (C) Preparation of tender documents for Trunk Infrastructure, Flood Mitigation works etc., (D) Calling for tenders and assistance in Tender Evaluation in Amaravati, Capital City of Andhra Pradesh" through competitive bid and selected M/s Aarvee Associates Architects, Engineers and Consultants Pvt. Ltd. Given the breadth of the scope to be undertaken by the infrastructure Consultant, the nature of the soil conditions in the Capital area and lack of infrastructure plan in place, it was understood that the volume of geo-technical investigations is unknown and hence it was decided to keep the Geo-technical investigations outside the scope of the Infrastructure Master Planner and the DPR Consultant. ADCL has instead decided to empanel "Geotechnical Consultants", who would be referred to from time to time for any "Geo-technical Investigations" requirement requested by the Infrastructure Master Planner and the DPR Consultant.

In this context, ADCL seeks to empanel firms proficient in undertaking Geotechnical Investigations for various infrastructure development projects.

3. Scope of Services

Agency shall undertake a survey to mark the test locations on the field as per the requirement of the client.

Services of the firm selected from among the empanelled Consultants for any given Geotechnical Consulting activity to include Carrying out of Geotechnical Investigation for all the required locations (for Building structures, Trunk infra roads , Internal roads, all structures such as minor bridges, cross drainage structures, Retaining walls, elevated for underground water tanks etc..) as per the final plan approved by the Client.

The scope of work consists of 2 parts – Part A and Part B,

Part A: Sub-soil Investigations

1. All investigations shall be performed as per relevant IS, IRC standards. **Scope of investigations** generally shall consist of:
 - a. Drilling of exploratory boreholes of 150mm diameter by rotary drilling equipment through all types of soils except rock from existing ground level to specified depth below GL including collecting undisturbed samples (UDS) (in case of clayey strata continuous UDS is preferable), disturbed samples & every 3 m interval and SPT 8 every 1.5m depth interval under technical supervisor/Engineer of the agency, preparation and submission of site & final bore logs, preserving & transporting the samples to laboratory for further testing as per IS 1892-1979. The strata shall be treated as soil np to N value equal to 100 (SCR <10%).
 - b. Drilling in boulders/ all type of rock/ SDR/ Weathered rock and hard rock using NX casing bit including collection of rock core samples, logging in standard core log sheet, preserving & submitting the soil/ selected core samples to laboratory for carrying out required tests as per IS 10042-1981 GIS 4078-1980. This item is for strata having CR>10% but < 50% or RQD up to 30%.
 - c. Drilling in all types of hard rock with double core barrel using NX diamond bit up to a depth of maximum 3m for confirmation of hard rock strata including collection of rock core samples, logging in standard core log sheet, preserving the cores in standard core box and submitting the same to laboratory for carrying out required tests as per IS 1892-1979 & IS 4078-1980. Hard rock shall be confirmed by having core recovery more than 50% or RQD greater than 30%.

2. All samples collected as per standards shall be preserved, labelled and following laboratory tests shall be conducted:
 - a. On Undisturbed Soil Samples (UDS):
 - i. Natural Moisture Content (NMC), Bulk Density & Specific Gravity
 - ii. Atterberg Limits
 - iii. Grain Size Analysis including Hydrometer analysis
 - iv. Unconfirmed Compression Test/Direct Shear Test (UU/CD)/Tri-axial Test
 - v. Consolidation Test
 - vi. Chemical analysis on soil water (Wherever required)
 - b. On Split Spoon Soil Samples (SPT):
 - i. Natural Moisture Content (NMC) & Specific Gravity
 - ii. Atterberg Limits
 - iii. Grain Size Analysis
 - c. On Rock Core Samples:
 - i. Core Recovery (CR) & Rock Quality Designation (RQD)
 - ii. Specific Gravity, Water Absorption & Porosity
 - iii. Unconfined Compression /Crushing Strength/Point Load test
 - iv. Modulus of Elasticity & Poisson's Ratio of Rock (wherever required)
 - v. Assessment of RMR (Rock Mass Rating) value
3. Agency operations should not cause any hindrance to other uses of land. As soon as the investigation work is completed all boreholes shall be back *heeled* to the satisfaction of the engineer.
4. Agency shall deploy suitable/ qualified personnel to conduct the subsoil investigation and such personnel are to be skilled in the work. The work is to be done under the overall supervision of fully qualified post graduate geo-technical engineer with sufficient experience in making boreholes, conducting field tests, taking samples and identifying soils. The status of the investigation/ field work should be informed by the agency to the engineer- in-charge on daily basis. Format for submission of the data will be agreed by client.
5. All facilities required to work at site shall be borne by the agency and shall not use any portion of the site for any purpose not connected with the works.

6. Location of boreholes will be provided by the Engineer-in-Charge at site. Termination depth of each borehole shall be decided by the Engineer-in-Charge.
7. Drilling of boreholes, recording observation data (time for drilling in rock should include in bore logs also), collection and preserving the undisturbed samples, numbering and preserving the cores in standard core (boxes, preparation of bore logs and core logs shall be carried out strictly as per relevant IS standards).
- s. Undisturbed samples (UDS) collected at site shall be preserved such that no escape of moisture takes place and structure do not get disturbed. All Undisturbed samples shall be preserved in shade covered with moist hessian cloth.
9. Agency shall provide at least one qualified geo-technical engineer and a geologist at site along with supervisors throughout the process of investigation.
10. The work shall be commenced and completed as per the priority. In case of delay in progress of investigation, agency has to mobilize additional rigs to site, without any additional cost to client.
11. Agency must inform to the engineer-in-charge before demobilization of plants / Machinery.
12. In case at any stage, it is found that the progress and quality of work is not satisfactory, the work (in part or full whatever it may be) shall be withdrawn from the agency. No payment will be made against the completed works.
13. Submit the draft report (soft & hard copy) for review; covering field/ lab test results in table & graphical form, silt factor, recommended foundation type and depth, SBC/ Pile capacity, site observations, photographs of field and laboratory activities and all the core boxes etc., shall be included in the report.
14. Compiled final reports (soft & 3 Nos. of signed hard copies) shall be submitted after incorporating the observations from Client.
15. Final report shall be submitted after incorporating the observations from Client.
16. All data, information, documents, reports, specifications and similar materials etc. made under this contract are meant for this work only and upon completion of the work become the property of the Client. Agency may retain copies of said data or documents for his records, but such materials shall not be used by the agency for any other purpose.
17. Agency shall take all the SPT/UDS samples and selected rock core samples from the core boxes for laboratory testing. The space occupied by the selected core samples should be labelled properly in the core box for easy identification, up to the satisfaction of Engineer-in-charge.

18. Final report should also include the photographs of the investigation sites, ground water data and GPS co-ordinates as per the ADCL benchmarks/ control network.

Part B: Test Pits for original ground level

For the purpose of OGL soil investigations, test pits of size 1 m X 1 m are excavated up to 1/0.5m from ground level at an interval of 500m on the proposed carriageway. Soil samples of about 60 kg are collected from the excavated pits and the following activities are carried out:

List of Tests Performed on OGL (Original Ground Level Soil):

Sl. No	Description of Test	Test Method
1	Grain size analysis	IS:2720 - Part 4
2	Atterberg Limits	IS:2720 - Part 5
3	Mollified Proctor Test	IS:2720 - Part 8
4	CBR 4 days Soaked	IS:2720 - Part 16
5	Free Swell Index (FSI)	IS:2720 - Part 40

Final report should also include the photographs of the investigation sites, ground water data and GPS co-ordinates as per the ADCL benchmarks/ control network.

Requirement of Geo-Technical Investigations:

The deliverables Of the Infrastructure Master planner and DPR Consultant for which the services of the Geotechnical Consultants may be sought is included below:

Detailed Infrastructure Masterplan

1. Transport plan
2. Water plan
3. Power plan
4. Solid waste management plan
5. Gas master plan
6. Smart city plan
7. District cooling system plan
8. Safety & security plan
9. Disaster management plan

Detailed design, BOQ and DPR preparation

1. Development of arterial and sub-arterial integrated road infrastructure (around 423 km with 50m RoW) & Development of east-west and north-south expressways including interchanges / grade separators (total of 41 km with 60m RoW)
2. Development of smart power transmission and distribution systems
3. Development of Water supply plan including source, Water treatment plant(s),

storage reservoirs, distribution network, automated control and command center and so on, for Phase I

4. Development of Waste water management plan including collection network, Sewerage treatment plant(s), pumping stations, disposal, reuse network, automated control and command center and so on, for Phase I.
5. Development of Solid Waste Management Infrastructure including automated control and command center, required for Phase I (including seed capital area)
6. Development of storm water disposal system for arterial, sub-arterial road network, 17,000 acres of returnable lands, 900 acres of Government complex campus
7. Development of IT infrastructure and Central Command \ & Control Centers, Surveillance systems, Intelligent Traffic and Transport System, Fiber Optic for all infrastructure and services

4. Selection process

The selection of any firm from among the empaneled firms shall be based on the following procedure,

1. Firms interested in this opportunity, as part of the bidding process to submit the unit rates for the 3 activities listed in the point number-2 above.
2. Based on the quotes submit by the firms meeting the eligibility criteria, the LI rate (least cost rate) shall be arrived at separately for each of the 3 activities listed in 2 above.
3. Such LI rates shall be published by the ADCL to all the bidders and shall be declared as the final rates for the empanelment of geo-technical investigations consultant.
4. Based on agreement among the eligible firms to such rates, a final agreement will be entered into by the ADCL
5. For any geo-technical investigations to be undertaken during the term of this empanelment, the ADCL shall engage the empaneled agencies on a rotation basis at the above agreed rates.
6. Rates are inclusive of field/ lab tests, analysis of test results and submission of recommended SBC/pile capacity reports.

5. Duration

The duration of the empanelment shall be for a period of three (3) years and can be extended for a further (1) year subject to the approval of the ADCL.

Part III
Bidding terms and Pre-
qualification criteria

6. Bidding terms

6.1. Conditions under which this RFP is issued

- a. This RFP is not an offer and is issued with no commitment. The Authority reserves the right to withdraw the RFP and change or vary any part thereof at any stage. The Authority also reserves the right to disqualify any bidder, should it be so necessary at any stage.
- b. The Authority reserves the right to withdraw this RFP if the Authority determines that such action is in the best interest of the Capital City Construction project.
- c. The short-listed bidders would be issued a formal tender enquiry/Request for Proposal inviting their technical and commercial bids at a later date.
- d. Timing and sequence of events resulting from this RFP shall ultimately be determined by the Authority.
- e. No oral conversations or agreements with any official, agent, or employee of the Authority shall affect or modify any terms of this RFP and any alleged oral agreement or arrangement made by a bidder with any department, agency, official or employee of the Authority shall be superseded by the definitive agreement that results from this RFP process. Oral communications by the Authority to bidders shall not be considered binding on the Authority, nor shall any written materials provided by any person other than the Authority.
- f. Neither the bidder nor any of the bidders representatives shall have any claims whatsoever against the Authority or any of their respective officials, agents, or employees arising out of, or relating to this RFP or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).
- g. Applicants who are found to canvass, influence or attempt to influence in any manner the qualification or selection process, including without limitation, by offering bribes or other illegal gratification, shall be disqualified from the process at my stage.
- h. Each applicant shall submit only one Pre-qualification requirements proposal.
- i. Copies of the references, information, work orders and completion certificates from the respective clients certifying the suitability, technical know-how, experience or capability of the applicant shall be submitted by the applicant, which may be verified by ADCL, if considered necessary.
- j. The cost incurred by the applicants in preparing and submitting this application, in providing clarification or attending discussions, conferences in connection with process of empanelment shall be borne by the applicant and the ADCL in no case will be responsible or liable for these costs regardless of the conduct or outcome of the process.

K. If the application is made by a Limited Company, it shall be signed by a duly authorized person holding the Power of Attorney for signing the application, in which case a certified copy of the Power of Attorney / or Board Resolution issued by the Board of Directors shall accompany the application.

L. ADCL reserves the right to reject or accept any one or all applications and to annul the process and reject all the applications at any time without assigning any reason(s) thereof and without thereby incurring any liability to the affected applicant or without informing the applicants of the grounds for the ADCL's action.

m. Applications from individuals would not be considered.

6.2. Rights to the content of the proposal

For all the bids received before the last date and time of bid submission, the proposals and accompanying documentation of the Pre-Qualification proposal will become the property of the Authority and will not be returned after opening of the pre-qualification proposals. The Authority is not restricted in its rights to use or disclose any or all of the information contained in the proposal and can do so without compensation to the bidders. The Authority shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

6.3. Acknowledgement of understanding of terms

By submitting a proposal, each bidder shall be deemed to acknowledge that it has carefully read all sections of this

RFP, including all forms, schedules and annexure hereto, and has fully informed itself as to all existing conditions and limitations.

6.4. Evaluation of Pre-qualification proposal

The bidders' Pre-Qualification Proposal in the bid document will be evaluated as per the requirements specified in the RFP and adopting the pre-qualification criteria spelt out in this RFP. The Bidders are required to submit all required documentation in support of the pre-qualification criteria specified (e.g. detailed project citations and completion certificates, client contact information for verification, profiles of project resources and all others) as required for evaluation.

6.5. Language of Proposals

The proposal and all correspondence and documents shall be written in English.

6.6. Terms of Empanelment

a) The information and the details received will be evaluated for qualification and only the qualified firms will be further assessed for empanelment.

b) The empanelment will be initially for a period of 3 years or till fresh empanelment is undertaken, whichever is earlier. Empanelment does not necessarily mean that a

job will be assigned to the Consultant.

- c) Further communication/clarifications will be made with the applicants, if found essential before empanelment.
- d) The cost Incurred by the applicants in preparing and submitting this application, in providing clarification or attending discussions, conferences in connection with process of empanelment shall be borne by the applicant and the ADCL in no case will be responsible or liable for these costs regardless of the conduct or outcome of the process.

7. Pre-qualification criteria

Proposals not complying with the 'Eligibility criteria' are liable to be rejected and will not be considered for further evaluation. The proposal should adhere to the minimum eligibility criteria specified below. The invitation for bids is open to all entities who fulfil prequalification criteria as specified below:

S1.no.	Subject	Criteria	Proof
1.	Legal Status	The Geotechnical Consulting firms must be registered in India.	Certificate of incorporation
2.	Firms Experience	The firm should have 5 years' experience in providing Geotechnical Investigation services for various buildings/ infrastructure projects.	Relevant proofs
3.	Turnover	The firms should have an average annual turnover of Rs. 1.00Crore in the last five years (2019-20, 2020-21, 2021-22, 2022-23 & 2023-24) from Geo-technical services	CA certified reports to be submitted along with audited Profit & Loss statements
4.	Similar Experience	The firm should have completed at least 2 Geotechnical investigations for any infrastructure project in the past 2 years i.e.2022-23 , 2023-24	Client issued certificate along with proof of completion

7.1. Response Requirements

- a. The Response to the Pre-Qualification Requirements shall be prepared in accordance with the requirements specified in this RFP and in the format prescribed in this document for each of the above mentioned qualifying criteria as proof of having the minimum requirements.
- b. Proposals must be direct, concise, and complete. All information not directly relevant to this RFP should be omitted.

- c. The Pre-Qualification Proposal shall be sealed and super scribed "Response to Pre- Qualification Requirements - Geotechnical Consultants" on the top right hand comer and addressed to the Authority at the address specified in this document.
- d. The pre-qualification proposal should he submitted with two printed copies of the entire proposal, one marked ORIGINAL and the second one as DUPLICATE and a soft copy in pen drive / USB drive with all the contents of the pre- qualification proposal. The Hard Copy shall be signed by the authorized signatory on all the pages before being put in the envelope and sealed.
- e. In case of discrepancies between the information in the printed version and the contents of the USB/pen drive, the printed version of the pre-qualification proposal will prevail and will be considered as the proposal for the purpose of evaluation.
- f. The proposal should contain the copies of references and other documents as specified in the RFP
- g. The Authority will not accept delivery of proposal in any manner other than that specified in this RFP. Proposal delivered in any other manner shall be treated as defective, invalid and rejected.

7.2. Proposal requirements

The Pre-Qualification Proposal should be submitted in the sealed envelope with the following details.

Bidders are requested to submit their responses for the Pre-Qualification Requirements in three (3) parts, clearly labelled according to the following categories:

1. Part I - Covering Letter and Processing Fee

- a. Covering Letter from the Bidder as per the format provided in Annexure - Form I
- b. A non-refundable processing fee for Rs. 10,000 (Rupees Ten thousand only) in the form of a Demand draft drawn in favor of Chairperson and Managing Director, Amaravati Development Corporation Limited, payable at Vijayawada has to be submitted along with the RFP Response.

2. Part II - Details of the Organization

- a. This part must include a general background of the respondent organization (limited to 400 words) along with other details of the organization as per the format provided in the RFP (Annexure - Form II). Enclose the mandatory supporting documents listed in format.
- b. The bidder *must also* provide the financial details of the organization as per format provided in the RFP (Annexure - Form III). Enclose the mandatory supporting documents listed in format

3. Part III - Relevant Project Experience

- a. Respondents must provide details {*client* organization, nature / scope of the project) of similar project experience as per the format provided in the EoI (Annexure - Form IV}. The projects mentioned here should match with the projects quoted by the respondent in order to satisfy the qualification requirements. Enclose the mandatory supporting document listed in format {Client certification is mandatory}.

8. Financial proposal

As a part of the financial proposal the firms Shall submit the rates per running meter (INR/m) and rates per unit (INR/unit) for the (following 4 types of geo-technical investigations surveys as detailed in the Part-II Scope of work,

I. Part-A

- a. Drilling of 1 exploratory boreholes of 150mm diameter by rotary drilling equipment through all types of soils except rock from existing ground level to specified depth below GL including collecting undisturbed samples (UDS) (in case of clayey strata continuous UDS is preferable), disturbed samples @ every 3 m interval and SPT 8 every 1.5m depth interval under technical supervisor/Engineer of the agency, preparation and submission of site & final bore logs, preserving & transporting the samples to laboratory for further testing as per IS 1892-1979. The strata shall be treated as soil up to N value equal to 100 (SCR \leq 10%).
- b. Drilling in boulders/ all type of rock/ SDR/ Weathered rock and hard rock using NX casing bit including collection of rock core samples, logging in standard core log sheet, preserving & submitting the soil/ selected core samples to laboratory for carrying out required tests as per IS 10042-1981 & IS 4078-1980. This item is for strata having CR > 10% but < 50% or RQD up to 30%.
- c. Drilling in all types of hard rock with double core barrel using NX diamond bit up to a depth of maximum 3m for confirmation of hard rock strata including collection of rock core samples, logging in standard code log sheet, preserving the cores in standard core box and submitting the same to laboratory for carrying out required tests as per IS 1892-1979 & IS 4078-1980. Hard rock shall be confirmed by having core recovery more than 50% or RQD greater than 30%.

2. Part B

- a. Test pits of size 1 m X 1 m are excavated up to 1/ 0.5m from ground level at an interval of 500m on the proposed carriageway. Soil samples of about 60 kg are to be collected from the excavated pits and the following activities are carried out: Grain Size analysis, Atterberg Limits, Modified Proctor Test, 4 days soaked CBR and Free Swell Index.

The financial proposal submitted by the bidders shall duly take into consideration the following

1. The financial proposal form (Form-V) shall be submitted in a separate sealed envelope.
2. Financial proposal comprising of the rates for the geo- technical investigations/surveys as submitted by the firms shall be only for the first year of empanelment.
3. For services sought in the subsequent years from the empaneled firms, an escalation of 5% p.a. shall be provided on the rates for which the firms have been empaneled.

Part IV: Annexure - Response Formats



Form I: Covering Letter

(Company letter head)

[Date]

To,
Chairperson and Managing Director,
Amaravati Development Corporation Limited,
Plot No:15, Road No:4,Sector-4,
Lotus Landmark , Kedareshwarapet , Vijayawada-520003

Dear Sir,

Ref: RFP Notice for "Geotechnical Consultants" for ADCL

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, intend to submit a Pre-qualification requirements proposal in response to the RFP for empanelment of Geotechnical Consultants.

We attach hereto the response as required by the RFP, which constitutes our proposal. Primary and Secondary contacts for our company are:

Name:

Title:

Company Name:

Address:

Phone (Landline & mobile):

Email:

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to the Authority is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the short listing process, we are liable to be dismissed from the selection process or termination of the contract during the project.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document.

It is hereby confirmed that I/ We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this _____ day of _____, 2024.

(Signature)

(In the capacity of)

{Name}

Duly authorized to sign the Tender Response for and on behalf of:

(Name and Address of Company)

Seal/Stamp of bidder

Witness

Signature:

Witness

Name:

Witness

Address:

Form II: General details of the Organization

1. Details of the Organization

2. Name of organization

3. Nature of the legal status in India

4. Legal status reference details

5. Nature of business in India

6. Date of Incorporation

7. Date of Commencement of Business

8. Address of the Headquarters

9. Address of the Registered Office in India (if any)

10. Other Relevant Information

11. Mandatory Supporting Documents:

a) Certificate of Incorporation

b) Relevant sections of Memorandum of Association of the company or filings to the stock exchanges to indicate the nature of business of the company

Form III: Financial details of the Organization

FY 2021-22

FY 2022- 23

FY 2023- 24

Revenue (in INR crores)

Profit Before Tax (in INR crores)

Revenue from Urban design &
Landscape design services (in INR
crores)

Other Relevant Information

Mandatory Supporting Documents:

- a. Auditor Certified financial statements for the last three financial years; (Please include only the sections on P&L, revenue and the assets, not the entire balance sheet.)
- b. Audited financial statements certified by the Company auditor for the latest year (2024-25) (in case the auditor certified statement for 2024- 25 is not available)
- c. Certification by the company auditors supporting the revenue breakup for Geo-Technica1 Investigations

Form IV : Similar Experience

Name of Bidder: _____
(To use a separate sheet for each contract)

Sl. No.	Details
1	Number of contract: _____ Name of contract: _____ Client certificate provided: _____
2	Name of Client: _____
3	Client's Address
4	Type of contract (Infrastructure Master plan / Detailed infrastructure design / Smart infrastructure plan and design)
5	Contractor role (check one) i. Prime Consultant ii. Subcontractor iii. Partner in a Joint Venture
6	Area of project covered: _____ Evidence of project area (reference to client certificate / document)
7	Amount of the total/subcontractor/partner share (at completion, or at date of award for current contracts)
8	Total contract: _____ Subcontract: _____ Partner share: _____
9	Date of award/completion: _____
10	Contract was completed _____ months ahead/behind original schedule (if behind, provide explanation)
11	Indicate the approximate present total contract value of work undertaken by subcontract, if any, and the nature of such work.

Form V: Financial Proposal

Part A: Sub-soil Investigations

Sl.No	Description	Units	Rate
1	Drilling of exploratory boreholes of 150mm diameter by rotary drilling equipment through all types of soils except rock from existing ground level to specified depth below GL including collecting undisturbed samples (UDS) (in case of clayey strata continuous UDS is preferable), disturbed samples @ every 3 m interval and SPT @ every 1.5m depth interval under technical supervisor/ Engineer of the agency, preparation and submission of site & final bore logs, preserving & transporting the samples to laboratory for further testing as per IS 1892-1979. The strata shall be treated as soil up to N value equal to 100 (SCR < 10%).	INR/Running meter	
2	Drilling in boulders/ all type of rock/ SDP/Weathered rock and hard rock using NX casing bit including collection of rock core samples, logging in standard core log sheet, preserving & submitting the soil/ selected core samples to laboratory for carrying out required tests as per IS 10042- 1981 & IS 4078-1980. This item is for strata having CR>10? but <50% or RQD up to 30 %.	INR/Running meter	
3	Drilling in all types of hard rock with double core barrel using NX diamond bit up to a depth of maximum 3 m for confirmation of hard rock strata including collection of rock core samples, logging in standard core log sheet, preserving the cores in standard core box and submitting the same to laboratory for carrying out required tests as per IS 1892-1979 & IS 4078-1980. Hard rock shall be confirmed by having core recovery more than 50% or RQD greater than 30%.	INR/Running meter	

Note:

* Rates are inclusive of field activity {drilling, field testing and logging all the samples collected including core logs for Rocky strata), conducting required laboratory tests in authenticated laboratory, analysis and design of foundations, finally recommending the type & depth of foundations along with recommended SBC/Pile Capacities, preparation and submission of Geotechnical report. Recommendations made in report shall be acceptable to the client, hence any revisions required in the process shall be the responsibility of the agency itself.

* Cost of per running meter shall include mobilization/ demobilization and also Installation of Temporary Platform on Sand bags or boats / floating pontoon as deemed necessary for erection of boring / drilling rig at various bridge locations for boring , drilling under water, tankers, water requirements etc.

* Rates to be quoted are excluding taxes

Part B: Test Pits for original ground level

SI.No	Description	Units	Rate
1	Test pits of size 1 m X 1 m are excavated up to 1/ 0.5m from ground level at an interval of 500m on the Proposed carriageway. Soil samples of about 60 kg are to be collected from the excavated pits and the following activities are carried out: Grain Size analysis, Atterberg Limits, Modified Proctor Test, 4 days soaked CBR and Free Swell Index	Per Test Pit	

* Rates to be quoted are excluding taxes

VOLUME III CONDITIONS OF CONTRACT

Contents

Contract document	3
1 General Provisions And Interpretation	8
1.1 Definitions.	8
1.2 Interpretation	13
1.3 Representatives	1G
1.4 Notices...	18
1.5 Dispute Settlement	2t)
1.6 Copyright, Confidential Information, and Ownership	20
2 GUARANTEES, LIABILITIES, INDEMNITIES, INSURANCE AND RISKS	23
2.1 Time Guarantee and Liquidated Damages Trigger	23
2.2 Service Conformity Guarantee and Performance Security Trigger	24
2.3 IPR Warranty and Indemnity	25
2.4 Limitation of Liability	28
2.5 Indemnity	28
2.6 Insurances	30
2.7 Force majeure	31
3 TERM, TERMINATION AND MODIFICATION OF CONTRACT	34
3.1 Term	34
3.2 Termination	35
3.3 Modification	38
4 PAYMENT	40
4.1 Price	40
4.2 Payment Terms	40
4.3 Securities	4ü
4.4 Taxes and Duties	44
5 RESPONSIBILITIES	45
5.1 Consultant's Responsibilities	45
5.2 Client's Responsibilities	47
6 SUBJECTOFCONTRACT	50
6.1 Project Plan	50
6.2 Documents Approval	51
6.3 Personnel	53
7 Special Conditions of Contract	55

CONTRACT FOR PROVISION OF SERVICES
[INSERT: THE NAME OF THE SERVICES]

Between
Amaravati Development Corporation Limited
And
(insert: name of Consultant(s))

Date _____

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made
the [insert: ordinal day of [insert: month], insert: year].
BETWEEN

1. (insert: Name of Client), a (insert: name of Client) of the Government of Andhra Pradesh, and having its principal place of business at (insert: address of Client) (hereinafter called "the Client"), and

2. (insert: name of Consultant] , a corporation incorporated under the laws of [insert: country of Consultant] and having its principal place of business at insert: address of Consultant] (hereinafter called "the Consultant").

or

2. a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for the Consultant's obligations under this Contract, namely, _____ and _____ (hereinafter called the "Consultant")

WHEREAS

(A) The Client desires to engage the Consultant to provide the following Services [insert: brief description of the Services] "the Services" or "the Work"; and

(B) The Consultant, having represented to the Client that they have the required infrastructures, professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this Contract Agreement;

NOW IT IS HEREBY AGREED as follows:

Article 1. Contract Documents

1.1 Contract Documents (Reference GCC Clause 1.1 (a) (iii)) The following documents shall constitute the Contract between the Client and the Consultant, and each shall be read and construed as an integral part of the Contract:

- (a) This Contract Agreement and the Appendices attached to the Contract Agreement
- (b) General Conditions of Contract
- (c) Special Conditions of Contract
- (d) Add here: any other documents

1.2 Order of Precedence

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents).

1.3 Definitions (Reference GCC Clause 1)

Capitalized words and phrases used in this Contract Agreement shall have the same meaning prescribed in the General Conditions of Contract

Article 2. Contract Price and Payment Terms

2.1 Contract Price (Reference GCC Clause 1.1(a)(xi) and GCC Clause "Price") The Client hereby agrees to pay to the Consultant the Contract Price in consideration of the performance by the Consultant of its obligations under the Contract. The Contract Price shall be | insert: amount in words], [insert: amount in figures] , as specified in the Price Schedule. The Contract Price shall be understood to reflect the terms and conditions used in the specification of prices in the detailed price schedules, including the taxes, duties and related levies if and as identified.

Article 3. Effective Date

1.1 Effective Date (Reference GCC Clause 1.1 (e) (vi)) The time allowed for delivery of the Service shall be determined from the date when all of the following conditions have been fulfilled:

- (a) This Contract Agreement has been duly executed for and on behalf of the Client and the Consultant;
- (b) The Consultant has submitted to the Client the performance security and the advance payment security, in accordance with GCC Clause 19.2 and GCC Clause 19.3;
- (c) The Client has paid the Consultant the advance payment, in accordance with GCC Clause 18;
- (d) specify here: any other conditions, for example, opening/confirmation of letter of credit.

Each party shall use its best efforts to fulfil the above conditions for which it is responsible as soon as practicable.

1.2 If the conditions listed under 3.1 are not fulfilled within two (2) months from the date of this Contract Agreement because of reasons not attributable to the Consultant, the parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time and/or other relevant conditions of the Contract.

Article 4. Appendixes

4.1 The Appendixes listed below shall be deemed to form an integral part of this Contract Agreement.

Reference in the Contract to any Appendix shall mean the Appendixes listed below and attached to this Contract Agreement, and the Contract shall be read and construed accordingly.

APPENDIXES

- Appendix 1. The Work (Description of the Services/Requirements implementation schedule)
- Appendix 2. Project Plan (delivery schedule to be included)
- Appendix 3. Personnel
- Appendix 4. Working Hours and SLA
- Appendix 5. Forms (performance/advance security forms)
- Appendix 6. Price Schedules

Appendix 7 Minutes of Contract Finalization Discussions and Agreed-to Contract Amendments

Appendix 8 Deliverable linked Payment schedule

IN WITNESS WHEREOF the Client and the Consultant have caused this Agreement to be duly executed by their authorized representatives the day and year first above written. For and or behalf of the Client

Signed:

in the capacity of insert: title or other appropriate designation in the presence

of For and on behalf of the Consultant

Signed:

in the capacity of [insert: title or other appropriate designation in the presence of

CONTRACT AGREEMENT dated the (insert: number] day of [insert: month], (insert: year] BETWEEN [insert: name of Client], "the Client" and insert: name of Consultant], "the Consultant"

General Provisions And Interpretation

1.1 Definitions

1.1.1 General

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

- (i) "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.
- (ii) "Client" means the implementing agency that signs the Contract for the Services with the Selected Consultant.
- (iii) "Consultant*" means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (iv) "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).
- (v) "Contract Price" means the price payable to the Consultant as specified in the Contract agreement, Subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the contract.
- (vi) "Contract Documents*" means the documents listed in the contract agreement, including any amendments thereto.
- (vii) "Day" means a working day unless indicated otherwise.
- (viii) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 3.1.1
- (ix) "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 perform the Services or any part thereof under the Contract.

- (x) "Foreign Currency" means any currency other than the currency of the Client's country.
- (xi) "GCC" means these General Conditions of Contract.
- (xii) "Government" means the Government of the Andhra Pradesh or Government of India.
- (xiii) "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 conduit 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 liable to the Client for the performance of the Contract.
- (xiv) "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.
- (xv) "Local Currency" means the currency of the Client's country.
- (xvi) "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.
- (xvii) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.
- (xviii) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (xix) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix I hereto.
- (xx) "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.
- (xxi) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

1.1.2 Entities

- (i) Authority means Amaravati Development Corporation Limited
- (ii) "Member" in case of Consultant consisting of a joint venture of more than one entity, means any of these entities, and "members" means all of these entities.

(iii) "Party" means the Client or the Consultant, as the case may be; and "Parties" means both of them.

- (iv) "Client " means the entity purchasing the Services, as specified in the SCC.
- (v) "Project Manager" means the person named as such in the **SCC** or otherwise appointed by the Client in the manner provided in **GCC Clause 1.4.1** (Project Manager) to perform the duties delegated by the Client.
- (vi) "Consultant" means the firm or consultant or Joint Venture or Consortium whose bid or Proposal to perform the Contract has been accepted by the Client and is named as such in the Contract Agreement.
- (vii) "Consultant's Representative" means any person nominated by the Consultant and named as such in the SCC or otherwise approved by the Client in the manner provided in GCC 1.3.2 (Consultant's Representative) to perform the duties delegated by the Consultant.
- (viii) "Subcontractor" means any firm to whom any of the obligations of the Consultant, including preparation of any design or supply of any Goods or Services, is subcontracted directly or indirectly by the Consultant.
- (ix) "Third Party" means any person or entity other than the Government, the Trust, the Service Providers or a Subcontractor.
- (x) "Owner's Engineers" mean the client's engineer or a representative of the client who is an independent third-party of the client to ensure the designing, execution and supervision aspects of works assigned.

1.1.3 Scope

- (i) "Confidential information" means all information (whether in written, oral, electronic or other format) that have been identified or marked confidential at the time of disclosure including Project Data which relates to the technical, financial and business affairs, customers, Consultants, products, developments, operations, processes, data, trade secrets, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party whether a Party to this Agreement or to the Project Agreement in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement or to the Project Agreement).
- (ii) "Deliverables" means the products, infrastructure and services specifically developed for "Amaravati Development Corporation Limited" and agreed to be delivered by the Consultant in pursuance of the agreement and include all documents related to the service, user manuals, technical manuals, design, methodologies, process and operating manuals, service mechanisms, policies and guidelines, and all their modifications.
- (iii) "Goods" means all equipment, machinery, furnishings, materials, and other tangible items that the Consultant is required to supply or supply and install under the Contract, including, without limitation, the Information Technologies and materials,

but excluding the Consultant's Equipment.

- (iv) "Proprietary Information" means processes, methodologies and technical, financial and business information, including drawings, design prototypes, designs, formulae, flow charts, data, computer database and computer programs already owned by, or granted by third Parties to a Party hereto prior to its being made available under this Agreement, Project Agreement or a Project Engagement Definition.
 - (v) "Services" means all technical, logistical, management, and any other Services to be provided by the Consultant under the Contract. Such Services may include, but are not restricted to, activity management and quality assurance, design, development, study, documentation, transportation, insurance, testing, validation, expediting, site preparation, installation, integration, training, data migration, maintenance, operations and technical support.
 - (vi) "Service Level" means the level and quality of service and other performance criteria which will apply to the Services as set out in any Project Agreement.
 - (vii) "The Project Plan" means the document to be developed by the Consultant and approved by the Client, pursuant to **GCC 6.1**, based on the requirements of the Contract and the Preliminary Project Plan included in the Consultant's bid. The "Agreed and Finalized Project Plan" is the version of the Project Plan approved by the Client, in accordance with **GCC 8.1**. Should the Project Plan conflict with the Contract in any way, the relevant provisions of the Contract, including any amendments, shall prevail.
 - (viii) "Software" is a collection of computer programs and related data that provide the instructions for telling a computer what to do and how to do it.
 - (u) "Materials" means all documentation in printed or printable form and all instructional and informational aides in any form (including audio, video, and text) and on any medium, provided to the Client under the Contract.
 - (y) "Intellectual Property Rights" means any and all copyright, moral rights, trademark, patent, and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, extract or re-utilize data from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.
 - (v) "Consultant's Equipment" means all equipment, tools, apparatus, or things of every kind required in or for the services that is to be provided by the Consultant.
-

1.1.4 Activities

- (i) "Delivery" means the transfer of the Goods or Services from the Consultant to the Client specified in the Contract.
- (ii) "Personnel" means persons hired by the Consultant or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof:

1.1.5 Place and Time

- (i) "Day" means calendar day of the English Calendar.
- (ii) "Week" means seven (7) consecutive Days, beginning Monday.
- (iii) "month" means calendar month of the English Calendar.
- (iv) "Year" means twelve (12) consecutive Months.
- (v) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause **GCC 3.1.1**
- (vi) "Contract Period" is the time period during which this Contract governs the relations and obligations of the Client and Consultant in relation to the Work, as specified in the **SCC**.
- (vii) "The Coverage Period" means the Days of the Week and the hours of those Days during which maintenance, operational, and/or technical support services (if any) must be available.

1.2 Interpretation

1.2.1 Contract Documents

Subject to Article 1.2 (Order of Precedence) of the Contract Agreement, all documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary, and mutually explanatory. The Contract shall be read as a whole.

1.2.2 Governing Law

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

1.2.3 Governing Language

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.

1.2.4 Relation between the parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of 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.

1.2.5 Singular and Plural

The singular shall include the plural and the plural the singular, except where the context otherwise requires.

1.2.6 Headings

The headings shall not limit, alter or affect the meaning of this Contract. Persons Words importing persons or parties shall include firms, corporations, and government entities.

1.2.7 Entire agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

1.2.8 Amendment

No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party to the Contract.

1.2.9 Independent Consultant

The Consultant shall be an independent contractor performing the Contract. The Contract does not create any agency, partnership, joint venture, or other joint relationship between the parties to the Contract. Subject to the provisions of the Contract, the Consultant shall be solely responsible for the manner in which the Contract is performed. All employees, representatives, or Subcontractors engaged by the Consultant in connection with the performance of the Contract shall be under the complete control of the Consultant and shall not be deemed to be employees of the Client, and nothing contained in the Contract or in any subcontract awarded by the Consultant shall be construed to create any contractual relationship between any such employees, representatives, or Subcontractors and the Client.

1.2.10 Joint Venture-Not allowed

1.2.11 Location

The Services shall be performed at such locations as are specified in Appendix 1 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.

1.2.12 Non Waiver

- (a) Subject to **GCC 1.2.12** (b) of this Clause below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as a waiver of any subsequent or continuing breach of Contract.
 - (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
-

1.2.T3 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity, or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

1.2.14 Fairness And Good Faith

(a) Good Faith

The parties undertake to act in good faith with respect to each other's rights under this contract and to adopt all reasonable measures to ensure the realization of the objectives of this contract.

(b) Operation of the Contract

The parties recognize that it is impractical in this contract to provide for every contingency which may arise during the life of the contract, and the parties hereby agree that it is their intention that this contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this contract either party believes that this contract is operating unfairly, the parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this clause shall give rise to a dispute subject to arbitration in accordance with "Dispute Settlement" 1.5 clause GCC hereof.

1.3 Representatives

(a) Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.

(b) Trust of Member in charge

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.

1.3.1 Project Manager

If the Project Manager is not named in the Contract, then within fourteen (14) days from the Effective Date, the Client shall appoint and notify the Consultant in writing of the name of the Project manager. The Client may from time to time appoint some other person as the Project manager in, place of the person previously so appointed and shall give a notice of the name of such other person to the Consultant without delay. No such appointment shall be made at such a time or in such a manner as to impede the progress of work. Such appointment shall take effect only upon receipt of such notice by the Consultant. Subject to the extensions and/or limitations specified in the SCC (if any), the Project Manager shall have the authority to represent the Client on all day-to-day matters relating to the Contract, and shall normally be the person giving or receiving notices on behalf of the Client pursuant to "Notices" 1.4 Clause GCC.

1.3.2 Consultant's Representative

(a) If the Consultant's Representative is not named in the Contract, then within fourteen (14) days from the Elective Date. The Consultant shall appoint the Consultant's Representative and shall request the Client in writing to approve the person so appointed. The request must be accompanied by detailed curriculum vitae for the nominee, as well as a description of any other responsibilities the nominee would retain while performing the duties of the Consultant's Representative. If the Client does not object to the appointment within fourteen (14)* days, the Consultant's Representative shall be deemed to have been approved. If the Client objects to the appointment within fourteen (14) days giving the reason therefore, then the Consultant shall appoint a replacement within fourteen (14) days of such objection in accordance with the Sub-Clause 1.3.2(a) of this Clause GCC.

(b) Subject to the extensions and/or limitations specified in the SCC (if any), the Consultant's representative shall have the authority to represent the Consultant on all day-to-day matters relating to the Contract, and shall normally be the person giving or receiving notices on behalf of the Consultant pursuant to

*unless specified otherwise in the SCC

"Notices" 1.4 Clause GCC.

- (c) The Consultant shall not revoke the appointment of the Consultant's Representative without the Client's prior written consent, which shall not be unreasonably withheld. If the Client consents to such an action, the Consultant shall appoint another person of equal or superior qualifications as the Consultant's Representative, pursuant to the procedure set out in 1.3.2(a) of this Clause GCC.
- (d) The Consultant's Representative and staff are obliged to work closely with the Client's Project Manager and staff, act within their own authority, and abide by directives issued by the Client that are consistent with the terms of the Contract. The Consultant's Representative is responsible for managing the activities of its personnel and any subcontracted personnel.
- (e) The Consultant's Representative may, subject to the approval of the Client (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions, and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Consultant's Representative and shall specify the powers, functions, and authorities' thereby delegated or revoked. No such delegation or revocation shall take effect unless and until the notice of it has been delivered.
- (f) Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with Sub-Clause 1.3.2(e) of this Clause GCC shall be deemed to be an act or exercise by the Consultant's Representative.

1.3.3 Objections and Removals

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, conserve or obstructive practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

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.

Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.

Replacement

Except as the Client may otherwise agree,

- (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and
 - (ii) the remuneration to be paid for any of the Experts provided as a replacement
-

shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

1.4 Notices

1.4.1

Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing and shall be sent, pursuant to Sub-Clause 1.4.3 of this Clause GCC below, by personal delivery, registered post, special courier, cable, telegraph, telex, facsimile, electronic mail, or Electronic Data Interchange (EDI), with the following provisions.

- (a) Any notice sent by cable, telegraph, telex, facsimile, electronic mail, or EDI shall be confirmed within two (2*) days after dispatch by notice sent by registered post or special Courier, except as otherwise specified in the Contract.
- (b) Any notice sent by registered post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10*) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped, and conveyed to the postal authorities or courier service for transmission by mail or special courier.
- (c) Any notice delivered personally or sent by cable, telegraph, telex, facsimile, electronic mail, or EDI shall be deemed to have been delivered on the date of its dispatch.
- (d) Either party may change its postal, cable, telex, facsimile, electronic mail, or EDI addresses for receipt of such notices by ten (10) days' notice to the other party in writing.

1.4.2

Notices shall be deemed to include any approvals, consents, instructions, orders, certificates, information and other communication to be given under the Contract.

1.4.3

Pursuant to "Representatives" 1.3 Clause GCC, notices from/to the Client are normally given by, or addressed to, the Project manager, while notices from/to the Consultant are normally given by, or addressed to, the Consultant's Representative, or in its absence its deputy if any. If there is no appointed Project Manager or Consultant's Representative (or deputy), or if their related authority is limited by the sub-clause 1.3.1 or "**Representatives**" 1.3.2(b) of "**Representatives**" 1.3 Clause of SCC for GCC, or for any other reason, the Client or Consultant may give and receive notices at their fallback addresses. The address of the Project

²unless otherwise specified in SCC

Manager and the fallback address of the Client are as specified in the SCC or as subsequently established/amended. The address of the Consultant's Representative and the fallback address of the Consultant are as specified in SCC of the Contract Agreement or as subsequently established/amended.

1.5 Dispute Settlement

1.5.1 Dispute and Mutual Consultation

The Parties shall seek to resolve any dispute amicably by mutual consultation.

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.

1.5.2 Arbitration

- (a) Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

1.6 Copyright, Confidential Information, and Ownership

1.6.1 Copyright

As applicable, the Client's and Consultant's rights and obligations with respect to the designs, methodologies, algorithms, surveys, data, analysis, results and reports among other things in the deliverables, are specified in the SCC. Subject to the SCC, the Intellectual Property Rights in all the designs, methodologies, data, analysis, results and reports among other things in the deliverables of the Contract Agreement shall, at the date of this Contract or on creation of the rights (if later than the date of this Contract), vest in the Client. The Consultant shall do and execute or arrange for the doing and executing of each necessary act, document, and thing that the Client may consider necessary or desirable to perfect the right, title, and interest of the Client in and to those rights. In respect of such deliverable, the Consultant shall ensure that the holder of a moral right in such an item does not assert it, and the Consultant shall, if requested to do so by the Client and where permitted by applicable law, ensure that the holder of such a moral right waives it.

1.6.2 Confidential Information

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.

* unless otherwise specified in the SCC

1.6.3

For the purposes of **sub clause 1.6.2** of this clause GCC, the Consultant is also deemed to be the Receiving Party of Confidential Information generated by the Consultant itself in the course of the performance of its obligations **under** the Contract and relating to the businesses, services, finances, Consultants, employees, or other contacts of the Client or the Client's use of the deliverables.

1.6.4

Notwithstanding sub-clause 1.6.2 and sub-clause 1.6.3 of this clause GCC the Consultant may furnish to its Subcontractor Confidential Information of the Client to the extent reasonably required for the Subcontractor to perform its work under the Contract, in which event the Receiving Party shall ensure that the person to whom it furnishes Confidential Information of the Disclosing Party is aware of and abides by the Receiving Party's obligations under this GCC Clause as if that person were party to the Contract in place of the Receiving Party.

1.6.5

The Consultant shall not, without the Client's prior written content, use any Confidential Information received from the Client for any purpose other than those that are required for the performance of the Contract.

1.6.6

The obligation of the Receiving Party under sub-clause 1.6.2 through sub-clause 1.6.2 of this clause GCC, however, shall not apply to that information which

- (a) Now or hereafter enters the public domain through no fault of the Receiving Party;
- (b) can be proven to have been possessed by the Receiving Party at the time of disclosure and that was not previously obtained, directly or indirectly, from the Disclosing Party;
- (c) Otherwise lawfully becomes available to the Receiving Party from a third party that has no obligation of confidentiality.

1.6.7

The above provisions of this GCC Clause shall not in any way modify any undertaking of confidentiality given by the Consultant prior to the date of the Contract in respect of the System or any part thereof.

1.6.8

The provisions of this GCC Clause shall survive the termination, for whatever reason, of the Contract for three (3) years or such longer period as may be specified in the SCC.

1.6.9

The ownership of the deliverables and other Services or Goods shall be transferred to the Client at the time of Delivery or otherwise under terms that may be agreed upon and specified in the Contract Agreement.

Ownership and the terms of usage of the deliverables supplied under the Contract shall be governed by **sub-clause 1.6.1** of this clause GCC and any elaboration in the Requirements.

All plans, drawings, specifications, designs, reports, algorithms, source code of software, any similar thing prepared utilizing the Client's domain knowledge, and other documents and tools prepared by the Consultant for the Client under this contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this contract, deliver all such documents to the Client together with a detailed inventory thereof. The Consultant may retain a copy of such documents, tools and software, if any. Restriction about the future use of these documents and software, if any, shall be specified in the SCC.

GUARANTEES, LIABILITIES, INDEMNITIES, INSURANCE AND RISKS

2.1 Time Guarantee and Liquidated Damages Trigger

2.1.1 Guarantee

The Consultant guarantees that it shall complete the performance of various activities of the contract within the time periods specified in the Implementation Schedule in the Requirements part of Volume I and/or the Agreed and Finalized Project Plan pursuant to GCC Clause 6.1, or within such extended time to which the Consultant shall be entitled under GCC Clause 3.1.5 (Extension of Time).

2.1.2 Triggering of Liquidated Damages

- («) If the Consultant fails to perform the various activities within the time specified in the Implementation Schedule in the Requirements part of Volume I or the Agreed and Finalized Project Plan, or any extension of the time previously granted under GCC Clause 3.1.5 (Extension of Time), the Consultant shall pay to the Client liquidated damages at the rate specified in the SCC as a percentage of the Contract Price, or the relevant part of the Contract Price if an item/activity has not been performed. The aggregate amount of such liquidated damages shall in no event exceed the amount specified in the SCC ("the Maximum"). Once the Maximum is reached, the Client may consider termination of the Contract, pursuant to **GCC Clause 3.2.2**.
- (b) Unless otherwise specified in the SCC, liquidated damages payable under Sub-clause 2.1.2(a) of this clause GCC shall apply only to the failure to perform the activities/items as specified in the implementation Schedule in the Requirements and/or Agreed and Finalized Project Plan. This shall not limit, however, any other rights or remedies the Client may have under the Contract for other delays.
- (c) If liquidated damages are claimed by the Client for the activity or item, the Consultant shall have no further liability whatsoever to the Client in respect to the time guarantee for the activity or item. However, the payment of liquidated damages shall not in any way relieve the Consultant from any of its obligations to complete the System or from any other of its obligations and liabilities under the Contract.

2.2 Service Conformity Guarantee and Performance Security Trigger

The Consultant guarantees that, once the Acceptance Certificate(s) has been issued, the work is in compliance with the Client's requirements set forth in the Requirements and it conforms to all other aspects of the Contract. The Consultant acknowledges that GCC **Clause 6.2.5** regarding Acceptance governs how conformance of the work to the Contract requirements will be determined.

2.2.2

If, for reasons attributable to the Consultant, the work does not conform to the Requirements or does not conform to all other aspects of the Contract, the Consultant shall at its cost and expense make such changes, modifications, and/or additions as may be necessary to conform to the Requirements and meet all standards. The Consultant shall notify the Client upon completion of the necessary changes, modifications, and/or additions and shall request the Client to re-check.

2.2.3

If the work fails to conform to the Requirements, the Client may consider termination of the Contract, pursuant to GCC Clause 4.3, and forfeiture of the Consultant's Performance Security in accordance with GCC Clause 4.3 in compensation for the extra costs and delays likely to result from this failure.

2.3 IPR Warranty and Indemnity

2.3.1 IPR Warranty

The Consultant hereby represents and warrants that the performance of the Service, does not and will not infringe any Intellectual Property Rights held by any third party and that it has all necessary rights or at its sole expense shall have secured in writing all transfers of rights and other consents necessary to make the assignments, licenses, and other transfers of Intellectual Property Rights and the warranties set forth in the Contract, and for the Client to own or exercise all Intellectual Property Rights as provided in the Contract. Without limitation, the Consultant shall secure all necessary written agreements, consents, and transfers of rights from its employees and other persons or entities whose services are used.

2.3.2 IPR Indemnity

The Consultant shall indemnify and hold harmless the Client and its employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the Client Or its employers or officers may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights by reason of performance of the service.

2.3.3

Such indemnities shall not apply if any claim of infringement

- (a) Is associated by a parent, subsidiary, or affiliate of the Client's organization;
- (b) Is a direct result of a design mandated by the Client's Requirements and the possibility of such infringement was duly noted in the Consultant's Proposal or Bid;

2.3.4

If any proceedings are brought or any claim is made against the Client arising out of the matters referred to in **Sub-clause 2.3.2** of this clause GCC, the Client shall promptly give the Consultant notice of such proceedings or claims, and the Consultant may at its own expense and in the Client's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If the Consultant fails to notify the Client within twenty-eight [28] days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Client shall be free to conduct the same on its own behalf. Unless the Consultant has so failed to notify the Client within the twenty-eight [28] days, the Client shall make no admission that may be prejudicial to the defense or any such proceedings or claim. The Client shall, at the Consultant's request, afford all available assistance to the Consultant in conducting such proceedings or claim and shall be reimbursed by the consultant for all reasonable expenses incurred in doing so.

2.3.5

The Client shall indemnify and hold harmless the Consultant and its employees, officers, and Subcontractors from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Consultant or its employees, officers, or Subcontractors may suffer' as a result of any infringement or alleged infringement of any Intellectual Property Rights arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided to the Consultant in connection with this Contract by the Client or any persons (other than the Consultant) contracted by the Client, except to the extent that such losses, liabilities, and costs arise as a result of the Consultant's breach of sub-clause of this clause GCC.

Such indemnity shall not cover

- (a) any use of the design, data, drawing, specification, or other documents or materials, other than for the purpose indicated by or to be reasonably inferred from the Contract;
- (b) any infringement resulting from the use of the design, data, drawing, specification, or other documents or materials, or any products produced thereby, in association or combination with any other Goods or Services not provided by the Client or any other person contracted by the Client, where the infringement arises because of such association or combination and not because of the use of the design, data, drawing, specification, or other documents or materials in its own right.

Such indemnities shall also not apply

- (a) If any claim of infringement is asserted by a parent, subsidiary, or affiliate of the Consultant's organization;
- (b) To the extent that any claim of infringement is caused by the alteration, by the Consultant, or any persons contracted by the Consultant, of the design, data, drawing, specification, or other documents or materials provided to the Consultant by the Client or any persons contracted by the Client.

2.3.6

If any -proceedings are brought or any claim is made against the Consultant arising out of the matters referred to in Sub-clause 2.3.2 of this clause GCC, the 'Consultant shall promptly give the Client notice of such proceedings or claims, and the Client may at its own expense and in the Consultant's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Client fails to notify the Consultant within twenty-eight 28*] days after receipt of such notice that it intends to conduct any such proceedings or claim,

¹unless otherwise specified in the SCC

then the Consultant shall be free to conduct the same on its own behalf. Unless the Client has so failed to notify the Consultant within the twenty-eight [28*] days, the Consultant shall make no admission that may be prejudicial to the defence of any such proceedings or claim. The Consultant shall, at the Client's request, afford all available assistance to the Client in conducting such proceedings or claim and shall be reimbursed by the Client for all reasonable expenses incurred in so doing. ²

²unless specified in the SCC

2.4 Limitation of Liability

2.4.1

- (a) 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.
- (b) The Consultant shall not be liable to the Client, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, or loss of "interest" costs, provided that this exclusion shall not apply to any obligation of the Consultant to pay liquidated damages to the Client; and the Consultant shall replace all the equipment which is intentionally / accidentally damaged during the course of supply of services.
- (c) The aggregate liability of the Consultant to the Client, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, agreed by the both parties; provided that this limitation shall not apply to any obligation of the Consultant to indemnify the Client with respect to intellectual property rights infringement.

2.5 Indemnity

2.5.1

The Consultant and each and every Subcontractor shall abide by the job safety, insurance, other prevalent measures and the Applicable Law.

2.5.2

Subject to Sub-clause 2.5.3 of this Clause GCC, the Consultant shall indemnify and hold harmless the Client and its employees and officers from and against any and all losses, liabilities and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Client or its employees or officers may suffer as a result of the death or injury of any person or loss of or damage to any property arising in connection with the service and by reason of the negligence of the Consultant or its Subcontractors, or their employees, officers or agents, except any injury, death, or property damage caused by the negligence of the Client, its contractors, employees, officers, or agents.

2.5.3

If any proceedings are brought or any claim is made against the Client that might subject the Consultant to liability under Sub-clause 2.5.2 of this clause GCC, the Client shall promptly give the Consultant the notice of such proceedings or claims, and the Consultant may at its own expense and in the Client's name get conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Consultant fails to notify the Client within twenty-eight [28*] days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Client shall be free to conduct the same on its own behalf. Unless the



Consultant has so failed to notify the Client within the twenty-eight [28*] day period, the Client shall make no admission that may be prejudicial to the defence of any such proceedings or claim. The Client shall, at the Consultant's request, afford all available assistance to the Consultant in conducting such proceedings or claim and shall be reimbursed by the Consultant for all reasonable expenses incurred in so doing³

2.5.4

The Client shall indemnify and hold harmless the Consultant and its employees, officers, and Subcontractors from any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Consultant or its employees, officers, or Subcontractors may suffer as a result of the death or personal injury of any person or loss of or damage to property of the Client, that is caused by fire, explosion, or any other perils, in excess of the amount recoverable from insurances procured under "Insurances" Clause 2.6 of GCC, provided that such fire, explosion, or other perils were not caused by any negligent act or failure of the Consultant.

2.5.5

If any proceedings are brought or any claim is made against the Consultant that might subject the Client to liability under Sub-clause 2.5.4 of this clause GCC, the Consultant shall promptly give the Client the notice of such proceedings or claims, and the Client may at its own expense and in the Consultant's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Client fails to notify the Consultant within twenty-eight [28*] days after receipt of such notice that it intends to conduct any such proceedings or claims, then the Consultant shall be free to conduct the same on its own behalf. Unless the Client has so failed to notify the Consultant within the twenty-eight [28*] days, the Consultant shall make no admission that may be prejudicial to the defence of any such proceedings or claim. The Consultant shall, at the Client's request, afford all available assistance to the Client in conducting such proceedings or claim and shall be reimbursed by the Client for all reasonable expenses incurred in so doing.

2.5.6

The party entitled to the benefit of an indemnity under this GCC Clause shall take all reasonable measures to mitigate any loss or damage that has occurred. If the party fails to take such measures, the other party's liabilities shall be correspondingly reduced.⁴

³unless otherwise specified in the SCC

⁴unless otherwise specified in the SCC

2.6 Insurances

2.6.1

The Consultant

2.6.1 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 lie) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and

2.6.2 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 Clause 3.1.2.

2.6.2

The Client shall be named as co-insured under all insurance policies taken out by the Consultant pursuant to Sub-clause 2.6.1 of this clause GCC, except for the Third- Party Liability, and the Consultant's Subcontractors shall be named as co-insured under all insurance policies taken out by the Consultant pursuant to Sub-clause 2.6.1 of this clause GCC. All insurers' rights of subrogation against such co-insured for losses or claims arising out of the performance of the Contract shall be waived under such policies.

2.6.3

The Consultant shall deliver to the Client certificates of insurance (or copies of the insurance policies) as evidence that the required policies are in full force and effect.

2.6.4

The Consultant shall ensure that, where applicable, its Subcontractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless such Subcontractors are covered by the policies taken out by the Consultant.

2.6.5

If the Consultant fails to take out and/or maintain in effect the insurance referred to in Sub-clause 2.6.1 of this clause *DCC*. the Client may take out and maintain in effect any such insurance and may from time to time deduct from any amount due to the Consultant under the Contract any premium that the Client shall have paid to the insurer or may otherwise recover such amount as a debt due from the Consultant.

2.6.6

Unless otherwise provided in the Contract, the Consultant shall prepare and conduct all and any claims made under the policies effected by it pursuant to this GCC Clause and all monies payable by any insurers shall be paid to the Consultant. The Client shall give to the Consultant all such reasonable assistance as may be require by the Consultant in connection with any claim under the relevant insurance policies. With respect to insurance claims in which the Client's interest is involved, the Consultant shall not give any release or make any compromise with the insurer without the prior written consent of the Client. With respect to insurance claims in which the Consultant's interest is involved, the Client shall not give any release or make any compromise with the insurer without the prior written consent of the Consultant.

2.7 Force majeure

2.7.1

"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.

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.

2.7.2 No Breach of Contract

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

2.7.3 Measures to be Taken

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. 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 normal conditions as soon as possible.

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

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

- (a) Demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- (b) Continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred,

In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC Clause 1.5.

2.7.4

The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfil its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract under GCC Clause 3.1.6.

2.7.5

No delay or non performance by either party to this Contract caused by the occurrence of any event of Force Majeure shall

- (a) constitute a default or breach of the Contract;
- (b) (subject to GCC Clauses **Clause 3.1.3**, and **Clause 3.1.4** give rise to any claim for damages or additional cost or expense occasioned by the delay or non performance, if, and to the extent that, such delay or non performance is caused by the occurrence of an event of Force Majeure.

2.7.6

If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than sixty [60*] days or an aggregate period of more than one hundred and twenty [120*] days on account of one or more events of Force Majeure during the time period covered by the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which, either party may terminate *the* Contract by giving a notice to the other. ⁵

⁵unless otherwise specified in the SCC

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2.7.7

In the event of termination pursuant to GCC Clause **3.1.6**, the rights and obligations of the Client and the Consultant shall be as specified in GCC **“Termination” Clause 3.2**.

2.7.8

Notwithstanding GCC Clause 3.1.5, Force Majeure shall not apply to any obligation of the Client to make payments to the Consultant under this Contract.

TERM, TERMINATION AND MODIFICATION OF CONTRACT

3.1 Term

3.1.1 Effectiveness of contract

This Contract shall come into force and effect on the date (the "Elective 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.

3.1.2 Commencement of Services

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.

3.1.3

The Consultant shall commence work within the period specified at Sub-clause 3.1.2 of this clause GCC, and the Consultant shall thereafter proceed with the work in accordance with the time schedule specified in the Implementation Schedule in the Requirements Section and any refinements made in the Agreed and Finalized Project Plan.

3.1.4

The Consultant shall adhere to the timelines in the Implementation Schedule in the Requirements Section and any refinements made in the Agreed and Finalized Project Plan, or within such extended time to which the Consultant shall be entitled under GCC Clause 3.1.5(Extension of Time).

3.1.5 Extension of time

The time(s) specified in the Schedule of Implementation shall be extended if the Consultant is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following

- (a) Any occurrence of Force Majeure as provided in GCC Clause "Force Majeure" 2.7 ;
- (b) Default of the Client; or
- (c) Any other matter specifically mentioned in the contract;

by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Consultant.

3.1.6

Except where otherwise specifically provided in the Contract, the Consultant shall submit to the Project Manager a notice of a claim for an extension of the time, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Client and the Consultant shall agree upon the period of such extension. In the event that the Consultant does not accept the Client's estimate of a fair and reasonable time extension, the Consultant shall be entitled to refer the matter under "Settlement of Disputes" of GCC **Clause 1.5**.

3.1.7

The Consultant shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract.

3.2 Termination

3.2.1 Expiration of contract

Unless terminated earlier pursuant to GCC Clause 3.1 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC

3.2.2 Termination by the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs **3.2.2(a)** through **3.2.2(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 **3.2.2(a)** through 3.2.2(d); at least sixty (60*) calendar days' written notice in case of the event referred to in 3.2.2(e); and at least five (5*) calendar days' written notice in case of the event referred to in **3.2.2(f)**¹

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause **GCC Clause 3.2**;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

¹ unless otherwise specified in the SCC

- (c) If the Consultant fails to comply with any final decision reached as a result of / arbitration proceedings pursuant to Clause GCC Clause 1.5;
- (d) 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; “
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC Clause 3.1.

Sub-Clause Furthermore, if the Client determines that the Consultant 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. For the purposes of this Clause

- (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or' to avoid an obligation;
 - (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (v) "obstructive practice" is {aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materia1l;• impede an investigation by the Trust into allegations of a corrupt, fraudulent, coercive or collusive practice; end/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (bb)acts intended to materially impede the exercise of the Client's inspection and audit rights provided for under 5Clause "Consultant's Responsibilities" GCC.
- (g) If the Client, in its sole discretion and for any reasons whatsoever, decides to terminate this contract.

*unless otherwise specified in the SCC

3.2.3 Termination by the Consultant

The Consultant may terminate this Contract, by not less than thirty 30*J 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.

- (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 1.5 within forty- five [45*] calendar days after receiving written notice from the Consultant that such payment is overdue. ³
- (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.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC
- (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.

3.2.4 Termination of contract for failure to become effective

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. ⁴

3.2.5 Cessation of rights and obligations

Upon termination of this Contract pursuant to GCC Clause 3.2 or GCC Clause 3.2.2 hereof, or upon expiration of this Contract pursuant to Clause 3.2.3, 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 1.6,
- (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 5.1, and Clause 5.1.3 any right which a Party may have under the Applicable Law.

3.2.6 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 3.2.2 or GCC 3.2.3, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC Clause 5.1.7.

³unless otherwise specified in the SCC

'unless otherwise specified in the SCC

3.24 Payment upon Termination

Upon termination of this Contract, the Client shall make the following payments to the Consultant

- (a) Remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant;
- (b) In the case of termination pursuant to paragraphs (d) and (e) of GCC **Clause 3.2.2**, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract. including the cost of the return travel of the Experts.

3.2.8 Disputes about Events of termination

If either party disputes whether an event specified in paragraphs under Sub-clause **3.2.2** or **Sub-clause 3.2.3** of this Clause GCC occurred, such party may, within forty-five (45*) Days after receipt of notice of termination from the party, refer the matter to arbitration pursuant to "**Dispute Settlement**" **1.5** clause GCC hereof, and this contract shall be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3.3 Modification

3.3.1 Permitted Modifications

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.

In cases of substantial modifications or variations, the prior written consent of the Authority's is required.

3.3.2 Introducing a Change

Client shall have the right to propose, and subsequently require, the Project Manager to order the Consultant from time to time during the performance of the Contract to make any change, modification, addition, or deletion to, in, or from the Service (interchangeably called "Change"), provided that such Change falls within the general scope of the work, does not constitute unrelated work, and is technically practicable, taking into account the capability of the Consultant.

3.3.3

The Consultant may from time to time during its performance of the Contract impose to the Client. (with a copy to the Project Manager) any Change that the Consultant considers necessary or desirable to improve the quality or efficiency of the Service. The Client may at its discretion approve or reject any Change proposed by the Consultant.

3.34

Notwithstanding Sub-clause 3.3.2 and Sub-clause 3.3.3 of this clause DCC, no change made necessary because of any default of the Consultant in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Tinto.

3.35 Assignment

Neither the Client nor the Consultant shall, without the express prior written consent of the other, assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or hereunder, except that the Consultant shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.

PAYMENT

4.1 Price

4.1.1

The Contract Price shall be as specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.

4.1.2

Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the **SCC**.

4.1.3

The Consultant shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.

4.2 Payment Terms

4.2.1

The Client shall pay to the Consultant as specified in **SCC**
The Contract Price shall be paid in Indian Rupees as specified in the **SCC**.

4.2.2

No payment made by the Client herein shall be deemed to constitute acceptance by the Client of any deliverable.

4.2.3

Payments shall be made promptly by the Client, but in no case later than sixty [60*] days after submission of a valid invoice by the Consultant. In the event that the Client fails to make any payment by its respective due date or within the period set forth in the Contract, the Client shall pay to the Consultant interest on the amount of such delayed payment at the rate(s) specified in the **SCC** for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

4.2.4 Mode of Billing and payments

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

- (a) Advance payment. 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 5, or in such other form as the Client shall have approved in writing. The advance payments will lie set off by the Client in equal instalments against the statements for the number of months of the Services specified in the SCC until said advance payments have been fully set off.
- (b) The Itemized Invoices. 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 4.1 and GCC 4.2 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 reimbursable expenses separately.
- (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. '
- (d) The Final Payment. 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 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.

- (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.
- (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.

4.2.5 Suspension

The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension.

- (i) Shall specify the nature of the failure, and
- (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

Interest on Delayed Payments

If the Client had delayed payments beyond **Thirty (30) days** after the due date stated in Clause GCC Sub-clause 4.2.4(e), 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**.

4.3 Securities

4.3.1 Issuance of Securities

The Consultant shall provide the securities specified below in favour of the Client at the times and in the amount, manner, and form specified below.

4.3.2 Advance Payment Security

- (a) As specified in the **SCC**, the Consultant shall provide a security equal in amount and currency to the advance payment and valid Until the acceptance of all the deliverables.
- (b) The security shall be in the form provided in the Annexure-5 or in another form acceptable to the Client. The amount of the security shall be reduced in proportion to the value of the contract executed by and paid to the Consultant from time to time and shall automatically become null and void when the full amount of the advance payment has been recovered by the Client. The way the value of the security is deemed to become reduced and, eventually, voided is as specified in the SCC. The security shall be returned to the Consultant immediately after its expiration.

4.3.3 Performance Security

- (a) The Consultant shall, within twenty-eight [28*] days of the notification of Contract award, provide a security for the due performance of the Contract in the amount and currency specified in the **SCC**.
- (b) The security shall be a bank guarantee in the form provided in the **Appendix-5**, or it shall be in another form acceptable to the Client.
- (c) The security shall automatically become null and void once all the obligations of the Consultant under the Contract have been fulfilled, including, but not limited to, any obligations during the Warranty Period and any extensions to the period. The security shall be returned to the Consultant no later than twenty-eight (28) days after its expiration.
- (d) Upon Acceptance of the entire work, the security shall be reduced to the amount specified in the SCC, on the date of such Acceptance,

so that the reduced security would only cover the remaining warranty obligations of the Consultant.

4.4 Taxes and Duties

4.4.1

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**. 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.

4.4.2

If any tax exemptions, reductions, allowances, or privileges may be available to the Consultant, the Client shall use its best efforts to enable the Consultant to benefit from any such tax savings to the maximum allowable extent.

4.4.3

For the purpose of the Contract, it is agreed that the Contract Price specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement is based on the taxes, duties, levies, and changes prevailing at the date thirty (30) days prior to the date of proposal submission (also called "Tax" in this GCC sub-Clause). If any Tax rates are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of the Contract, which was or will be assessed on the Consultant, its Subcontractors, or their employees in connection with performance of the Contract, an equitable adjustment to the Contract Price shall be made to fully take into account any such change by addition to or reduction from the Contract Price, as the case may be.

RESPONSIBILITIES

5.1 Consultant's Responsibilities

5.1.1 Standard of Performance

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.

The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

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.

5.1.2

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.

The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

5.1.3 Consultant to affiliate not to engage in certain activities

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless

otherwise indicated in the SCC.

5.1.4 Prohibition of conflicting activities

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.

5.1.5 Accounting, Inspection and Auditing

The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic amounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.

The Consultant shall permit and shall cause its Sub-consultants to permit, the authorities and/or persons appointed by the authorities to respect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the authorities if requested by the authorities. The Consultant's attention is drawn to GCC Clause 2.4 which provides, inter alia, that acts intended to materially impede the exercise of the authority's inspection and audit rights provided for under this GCC **Clause 5.1** constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the authority's prevailing sanction procedures.)

5.1.6 Maintaining of records and reports

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.

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.

5.1.7 Equipment and materials furnished by the Client

Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, 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.

Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts Concerned, as applicable,

5.1.8

Other Consultant responsibilities, if any, are as stated in the **SCC**.

5.2 Client's Responsibilities

Unless otherwise specified in the SCC, the Client shall use its best efforts to

5.2.1

Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.

5.2.2

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.

5.2.3

Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.

5.2.4

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.

5.2.5

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.

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.

5.2.1 Access to facilities

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.

5.2.8 Counter personnel

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 SCC.

If counterpart personnel are not provided by the Client to the Consultant as and when specified in Appendix 1, 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 GCC clause 4.2.3 as specified.

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.

5.2.9 Services, facilities and Property of the Client

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 1) at the times and in the manner specified in said Appendix 1.

In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix 1, 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 4.
-

SUBJECT OF CONTRACT

6.1 Project Plan

6.1.1

In close cooperation with the Client and based on the Preliminary Project Plan included in the Consultant's proposal/bid, the Consultant shall develop a Project Plan encompassing the activities specified in the Contract. The contents of the Project Plan shall be as specified in the SCC and/or Requirements.

6.1.2

The Progress and other reports specified in the SCC shall be prepared by the Consultant and submitted to the Client in the format and frequency specified in the Requirements.

6.1.3

The Consultant shall formally present to the Client the Project Plan in accordance with the procedure specified in the SCC.

6.1.4

The Consultant shall undertake to deliver in accordance with the Agreed and Finalized Project Plan and the Contract.

6.2 Documents Approval

6.2.1 Instructions and Specifications

(a) The Consultant shall execute the work and the implementation activities necessary for successful performance of the work in compliance with the provisions of the Contract or, where not so specified, in accordance with good industry practice.

6.2.2 Codes and Standards

Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date of signing the Contract shall apply unless otherwise **specified in the SCC**. During Contract execution, any changes in such codes and standards shall be applied after approval by the Client.

6.2.3 Approval/Review of Documents by the Project Manager

- (a) The Consultant shall prepare and furnish to the Project Manager the documents as specified in the SCC for the Project Manager's approval or review. Any part of the Service covered by or related to the documents to be approved by the Project Manager shall be executed only after the Project Manager's approval of these documents. Sub-clause 6.2.3(b) onwards of this clause GCC shall apply to those documents requiring the Project Manager's approval, but not to those furnished to the Project Manager for its review only.
- (b) Within fourteen [14*] days after receipt by the Project Manager of any document requiring the Project Manager's approval in accordance with Sub-clause 6.2.3(a) of this clause GCC, the Project Manager shall either return one copy of the document to the Consultant with its approval endorsed on the document or shall notify the Consultant in writing of its disapproval of the document and the reasons for disapproval and the modifications that the Project Manager proposes, If the Project Manager fails to take such action within the fourteen (14*) days, then the document shall be deemed to have been approved by the Project Manager. ¹
- (c) The Project Manager shall not disapprove any document except on the grounds that the document does not comply with some specified provision of the Contract or that it is contrary to good industry practice.
- (d) If the Project Manager disapproves the document, the Consultant shall modify the document and resubmit it for the Project Manager's approval in accordance with **Sub-clause 6.2.3(b)** of this clause GCC. If the Project Manager approves the document subject to modification(s), the Consultant shall make the required modification(s), and the document shall then be deemed to have been approved, subject to **Sub-clause 6.2.3(e)** of this clause GCC. The procedure set out in **Sub-clause 6.2.3(a)** through **Sub-clause 6.2.3(d)** of this clause GCC shall be repeated, as appropriate, until the Project Manager approves such documents.

¹unless otherwise specified in the SCC

- (e) If any dispute occurs between the Client and the Consultant in connection with or arising out of the disapproval by the Project Manager of any document and/or any modification(s) to a document that cannot be settled between the parties within a reasonable period, then, the Project Manager shall give instructions as to whether and if so, how, performance of the Contract is to proceed. The Consultant shall proceed with the Contract in accordance with the Project Manager's instructions, provided that after the dispute resolution, the Term of contract shall be extended accordingly.
- (f) The Project manager's approval, with or without modification of the document furnished by the Consultant. shall not relieve the Consultant of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Project Manager or inaccurate information furnished in writing to the Consultant by or on behalf of the Client.
- (g) The Consultant shall not depart from any approved document unless the Consultant has first submitted to the Project Manager an amended document and obtained the Project Manager's approval *of the documentt*, pursuant to the provisions of this Clause 6.2.3 of this clause GCC.

6.2.4 Inspections

The Client or its representative shall have the right to inspect any of the ongoing works/activities, at any location.

6.2.5

The Client shall issue an acceptance certificate against each successful deliverable as per the implementation schedule and as further detailed in the SCC.

6.3 Personnel

6.3.1 Description of personnel

The title, agreed job description, minimum *qualifications* and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in Appendix 2.

If required to comply with the provisions, adjustments with respect to the estimated time-input of Key Experts set forth in Appendix 2 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 percentage 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.

If additional work is required beyond the scope of the Services specified in Appendix 1, 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, the Parties shall sign a Contract amendment.

6.3.2 Replacement of personnel

Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts. 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

6.3.3 Approval of personnel

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 ²days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client.

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.

²unless otherwise specified in the SCC

6.3.4 Removal and / or Replacement of personnel

- (a) Except as the Client may otherwise agree, no changes **shall** be made in the key personnel. If, for any reason beyond the reasonable control of the Consultant it becomes necessary to replace any of the personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications

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

- (c) Any of the personnel provided as a replacement under sub-clauses (a) and (b) above, the rate of remuneration applicable to such person, shall be subject to the prior written approval by the Client except as the Client may otherwise agree.

- (d) 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.

6.3.5 Working Hours, Overtime, Leave etc

Working hours and holidays for Experts are set forth in Appendix 2. 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 2.

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 2, and the Consultant's remuneration shall be deemed to cover these items.

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.

Special Conditions of Contract

1 General Provisions And Interpretation

1.1: Definitions

1.1.1 General

1.1.1(i): Applicable Law means the law prevalent in republic of India shall govern this Contract.

1.1.1(ii) The Client is: CMD, Amaravati Development Corporation Limited

The Project manager is:

1.1.2(vii) The Consultant's Representative is:

Name: (insert: name and provide title and address further below'. or state "to be nominated within _____(if the Effective Date"

Title:[if appropriate, insert: title]

1.1.s(vi) The Contract shall be for a period of 2 months.

1.3: Representatives

1.3 (a) Authorized representative of client: _____

1.3.1 Project Manager Extensions and /or Limitations: No

additional extensions and/ or limitations.

1.3.2 Consultant's Representative's Extensions and/or Limitations:

1.4 Notices Address of the Project manager :

Fallback address of the Client:

Address of the Consultant's Representative: 1) _____

Fallback address of the Consultant 2) _____

as appropriate, insert: personal delivery, postal, cable, telegraph, telex,
facsimile, electronic mail, and/or EDI protocol

1.5 Dispute Settlement

(i) Arbitration

Any dispute between the Client and a Consultant arising in connection with the present Contract shall be referred to arbitration in accordance with the Applicable law. The arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi, or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996.

Disputes shall be settled in accordance with the following provisions:

If any dispute arises between the parties hereto during the subsistence of this Contract Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, then the parties shall refer such dispute to their respective higher authorities the Chief Executive Officer, Client and the Chief Executive Officer of the Consultant Organization/Company or a substitute thereof for amicable settlement.

In the event that both the Chief Executive Officers or a substitute thereof are unable to resolve the dispute within thirty (30) days of it being referred to them, then either Party may refer the dispute for resolution to a sole arbitrator who shall be jointly appointed by both parties, or, in the event that the parties are unable to agree on the person to act as the sole arbitrator within 30 days after any party has claimed for an arbitration in written form, by three arbitrators, one to be appointed by each party with power to the two arbitrators so appointed, to appoint a third arbitrator. The matter shall be referred to arbitration in accordance with the provisions of Arbitration and Conciliation Act.

(ii) Arbitration

Any Dispute which is not resolved amicably by conciliation, All disputes or differences which may arise between the Client and the Architect under this contract with regard to the meaning or interpretation or matter or things done or to be done in pursuance hereof, such disputes and differences shall be referred for arbitration to the Council of Architecture. The arbitrator shall be appointed by the President, Council of Architecture. The arbitration shall be

conducted as per the provisions of the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be Vijayawada and the language of arbitration proceedings shall be English. The arbitrators shall make a reasoned award (the "**Award**"). Any Award made in any arbitration field pursuant to the settlement of disputes shall be final and binding on the Parties as from the date it is made, and the Consultant and the Client agree and undertake to carry out such Award without delay.

The Consultant and the Client agree that an Award may be forced against the Consultant and/or the Client, as the case may be, and their respective assets wherever situated.

This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder,

(iii) Miscellaneous

In any arbitration proceeding hereunder;

- (a) Proceedings shall, unless otherwise agreed by the parties, be held in Vijayawada;
- (b) English language shall be the official language for all purposes; and
- (c) The decision of the sole arbitrator or of a majority of the arbitrators for 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.

1.6 Copyright, Confidential Information, and Ownership

1.6.6 Persons, topics, and conditions for which the confidentiality clause does not apply-Not Applicable

1.6.8 The Government of Andhra Pradesh shall have complete access to all types of technical and / or financial information it obtains or develops with respect to the Consultant and its Information Technologies.

1.6.9 Restriction about the future *use*, if any: Nothing shall be used for any purpose what so ever without the prior written consent of the Client.

2 GUARANTEES,LIABILITIES,INDEMNITIES, INSURANCE AND RISKS

2.1.2 Triggering of Liquidated Damages

2.1.2 (a) Liquidated damages : Liquidated damages will not be applicable to the client. However, the Consultant reserves the right to terminate the contract if the Consultant does not follow the agreed schedule, pursuant to section 3.2 of this contract.

2.4.1 Limitation of Liabilities : The Consultant's liability under this Contract shall be upto one time the contract price as determined under the Applicable Law.

2.6.1 The Consultant shall maintain professional indemnity insurance cover of an amount not less than the Contract Price.

At the request of the Client, or its representatives, the Consultant shall provide evidence showing that such insurance has been taken out and maintained and that current premiums have been paid.

3. TERMINATION AND MODIFICATION OF CONTRACT

3.1 Term

3.1.1 Effectiveness conditions-

All the resources under the contract shall be deployed as per the Contract Conditions.

3.1.2 Commencement of Services The Consultant shall commence work within 15 days from the Effective Date.

3.2 Termination

3.2.1 Expiration of Contract and extension The contract shall terminate at the end of 2 months from the Effective Date and can be extended for a maximum period of 1 months at one time, not more than twice subject to approval by the authority.

3.2.3 Termination of Contract for Failure to Become Effective
The time from the date of signing of contract shall be thirty (30) days.

4 PAYMENT

4.1 Price

4.1.1 Contract price shall not exceed the agreement value in case of additional services being entrusted to the Consultant during the course of the contact. Additional service shall be paid at the same rates ,specified in the Price Schedule at Appendix 6.

4.1.2 Currency Ceiling - The Foreign currency ceiling shall be taken as the value of dollar up to 4th decimal as on 15th day prior to last date of bid submission

4.2 Payment **Terms**

(1) Subject to the provisions of **GCC** Clause (**Terms of Payment**), the Client shall pay the Contract Price to the Consultant Recording to the manner specified below.

(A.) The payment to be made based on the Invoices submitted by the consultant along with the client approved deliverable.

(B.) The stage-wise payment schedule for deliverables within each project is as included in Appendix 8.

4.2.4 Mode of Billing and Payments: (a) Advance payments: No advance payments would be made by the Client. All monetary transaction shall be in Indian Rupees.

4.3 Securities

4.3.2 Advance Payment Security Not Applicable.

4.3.3 Performance Security Not Applicable. (Refer - Appendix 5 of Volume-II)

4.3.3 Advance Payment Security Not Applicable S

Special Conditions of Responsibilities

6.1.8 Consultant's responsibilities

- (1) limitation of Obligations:
- (2) Accounting, Inspecting end Auditing
Specific bases: None

S.2.7 Details of Access to Facilities

The Consultant shall have access to all the facilities required to perform the service mentioned in Vol-I Scope of the RFP document.

5.2.8 Details of Counter **Personnel**:
Not applicable.

6 SUBJECT OF CONTRACT

6.1 Project Plan

- 1) Project Plan shall be Annexure 2.
- (2) Apart from the deliverables mentioned in Appendix 8, the Consultant shall submit progress report to the client as and when requested.

Note: Other reports may be needed to monitor Contract performance/progress.

6.2 Documents Approval 6.2.2 Codes and Standards

The methodological Quality Standards adopted shall be as mentioned in Volume- I, Scope of Services.

6.2.3 Approval/Review of **Technical Documents** by the **Project Manager**

The list of documents shall be:(Insert:relevant codes if any]

- (1) Project. Plan.
 - (2) Staff deployment and roaster of staff
 - (3) Document containing personnel replacements.
- (e) As Per GCC 6.2.5 Acceptance Certificate Issuance Details: Upon receipt of every deliverable front the Consultant, the Project incharge front ADCL, shall issue the certificate of acceptance.

APPENDIX 1 DESCRIPTION OF THE SERVICES

[Give detailed descriptions of the Services to be provided; Implementation schedule-dates for completion of various tasks; place of performance for different tasks; specific tasks to be approved by Client etc.]

APPENDIX 2

PROJECT PLAN

(WITH DELIVERABLES AND DELIVERY SCHEDULE)

|List format, frequency and contents of deliverables and reports; persons to receive them; dates of submission;)

APPENDIX 3 KEY

PERSONNEL

Provide the names of at least two candidates qualified to meet the specified requirements stated for each position. The data on their experience should be supplied on separate sheets using the tables given hereunder for each candidate.

Propose alternative management and implementation arrangements requiring different key personnel, whose experience records should be provided.

1.	Title of position
	Name of prime candidate
	Name of alternate candidate
2.	Title of position
	Name of prime candidate
	Name of alternate candidate
3.	Title of position
	Name of prime candidate
	Name or alternate candidate
4.	Title of position—etc.

Name of member

Position		Candidate] Prime § Alternative
Candidate Information	Name of candidate	Date of Birth

	Professional Qualifications
Present Employment	Name of Employer
	Address of Employer

	Telephone	Contact (Manager/personal officer)
	Fax	Telex
	<i>Jib</i> title of candidate	Years with present Employer

Summarize professional experience over the last twenty years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company/Project/Position/Relevant technical and management experience

APPENDIX 4

HOURS OF WORK FOR KEY PERSONNEL ANB SERVICE LEVEL
AGREEMENT

[List here the hours of work for key personnel, details of SLAs etc.]

APPENDIX 5

Performance Security Form (Bank Guarantee)

{insert: Client's Name, and Address of Office}

Date: *insert: date*] PERFORMANCE GUARANTEE No.: *[insert: Performance Guarantee Number}*

We have been informed that on *[insert: date of award]* you awarded Contract No. *[insert: Contract number]* for *(insert: title and/or brief description of the Contract)* (hereinafter called "the Contract") to *[insert: complete name of Consultant]* (hereinafter called "the Consultant"). Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Consultant, we hereby irrevocably undertake to pay you any sum(s) not exceeding *insert: amount(s) in figures and word* upon receipt by its of your first demand in writing declaring the Consultant to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

On the date of your issuing, to the Consultant, the Operational Acceptance Certificate for the System, the value of this guarantee will be reduced to any sum(s) not exceeding *[insert: amount(s) in figures and words]*. This remaining guarantee shall expiry no later than *[insert: number and select: of months/of years (of the warranty Period that needs to be covered by the remaining guarantee)]* from the date of the Operational Acceptance Certificate for the System, and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Applicable Law.

Signature

1. the client shall insert the amount(s) specified and denominated in SCC for GCC clause no.4.1.1
2. in this sample form, the formation of paragraph reflects the usual SCC provisions for GCC clause no. 4.1.1 .However , if the SCC for GCC clause no.4.1.1 from the usual provisions , the paragraph and Possibly the previous paragraph need to be adjusted to precisely reflect the provisions specified in the SCC

[insert: Client's Name, and Address of or Officer

Date: [insert: date]

ADVANCE PAYMENT GUARANTEE NO.: [insert: *Advance Payment Guarantee Number*]

We have been informed that on insert: date of award] you awarded Contract No. [insert: Contract number] for [insert: title and/or brief description of the Contracts (hereinafter called "the Contract") to (insert: complete name of Consultant) (hereinafter called "the Consultant"), Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of [insert: amount in numbers and words, for each currency of the advance payment is to be made to the Consultant against an advance payment guarantee.

At the request of the Consultant, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total the amount of the advance payment referred to above, upon receipt by us of your first demand in writing declaring that the Consultant is in breach of its obligations under the Contract because the Consultant used the advance payment for purposes other than toward the proper execution of the Contract.

It is a condition for any claim *and* payment to be made under this guarantee that the advance payment referred to above must have been received by the Consultant on its account (insert: number and domicile of the account].

For each payment after the advance payment, Which you will make to the Consultant under this Contract, the maximum amount of this guarantee shall be reduced by the (insert: ninth or appropriate figure/proportion part of such payment, At the time at which the amount guaranteed becomes nil, this guarantee shall become our null and void, whether the original is returned to us or not.

The sample formation assumes as percentage of the contract price excluding recurrent costs and implementation of option proposed by this SBD in the SCC for GCC clause no.4.1.1 for gradually reducing value of the advance payment security . if the advance payment is other than thepercentage or if the reduction amount of security follows a different approach , this paragraph would not be adjusted and edited accordingly

APPENDIX 6

PRICE SCHEDULES

APPENDIX 7

Minutes of Contract Finalisation Discussions and Agreed to Contract
Amendments
