

# **HIMACHAL PRADESH POWER CORPORATION LTD.**

*(A Govt. of H.P. Undertaking)*



## **STANDARD BIDDING DOCUMENTS**

**(CONSULTANCY SERVICES)**

**JULY, 2024**

# SELECTION OF CONSULTANT

**HIMACHAL PRADESH POWER CORPORATION LIMITED**

**Himfed Building, BCS, New Shimla, 171009. H.P, INDIA.**

**Tele.0177-2671915, Fax. 0177-2671915**

**Website: [www.hppcl.in](http://www.hppcl.in) , CIN:-U40101HP2006SGC030591**

## **REQUEST FOR EXPRESSIONS OF INTEREST (REOI) FOR**

**“CONSULTING SERVICES FOR .....”**

**Assignment Title:** \_\_\_\_\_

**Assignment Identification No.** \_\_\_\_\_

**REOI No.** \_\_\_\_\_

**REOI issued on** \_\_\_\_\_

1. HIMACHAL PRADESH POWER CORPORATION LIMITED, HIMFED BUILDING, BCS, NEW SHIMLA-171009 (H.P) INDIA. referred to as “the Client”/ “the Implementing Agency) intends to engage eligible and qualified consulting services provider firms (“Consultants”) for the providing consulting services [*Assignment Title*]described below in relation to [*Name of Project*] (“the Project”) of the .
2. The consulting services (“the Services” or “the Consulting Services”) include [*insert brief description, estimated level of effort (professional staff-months), implementation period, expected start date of assignment, etc. ensuring full consistency with the TOR attached or referred to in this REOI*].
3. The detailed Terms of Reference (TOR) for the assignment [*insert one of the following:*  
*are attached to this request for expressions of interest.*  
  
*or*  
  
*can be found at the following website: [www.hppcl.in](http://www.hppcl.in) and URL address or link).*  
  
*or*  
  
*can be obtained at the address given below.*]

4. The Client/ Implementing Agency now invites eligible and qualified consulting services provider firms("Consultants") through this Request for Expression of Interest (REoI) to indicate their interest in providing the Services. Interested Consultants should provide information demonstrating that they are eligible;have the required qualifications and relevant experience to perform the Services. The shortlisting criteria are: *[insert criteria related to required qualifications and experience of the firm; such as core business and years in business, relevant experience, technical and managerial capability of the firm. The Qualifications and Experience of Key Experts shall not be included in the shortlisting criteria]*. Key Experts will not be evaluated at the shortlisting stage.

5. The attention of interested Consultants is drawn to the following specific information on conflict of interest related to this assignment:

Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of being unable to carry out the assignment in the best interests of the Client. Without limitation on the generality of the foregoing, Consultants shall not be hired under the circumstances set forth below:

- a. a firm that has been engaged by the Client to provide Goods, Works, or Non-consulting Services for a project (or an affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm), shall be disqualified from providing Consulting Services resulting from, or directly related to, those Goods, Works, or Non-consulting Services. This provision does not apply to the various firms (Consultants, contractors, or suppliers), which together are performing the contractor's obligations under a turnkey or design and build contract;
- b. a firm that has been engaged by the Client to provide Consulting Services for the preparation or implementation of a project (or an affiliate that directly or indirectly controls, is controlled by, or is under common control with that Consulting firm), shall be disqualified from subsequently providing Goods, Works, or Non-consulting Services resulting from, or directly related to those Consulting Services. This provision does not apply to the various firms (Consultants, contractors, or suppliers), which together are performing the contractor's obligations under a turnkey or design and build contract;
- c. neither consultant (including their personnel and sub-consultant) nor any affiliate that directly or indirectly controls, is controlled by, or its under common control with that firm, shall be hired for any assignment that by its nature may be in conflict with another assignment of the consultant. As an example, consultant assisting a employer in the privatization of public assets shall neither purchase, nor advise purchasers of such assets. Similarly consultant hired to prepare terms of Reference (TOR) for an assignment shall not be hired for the assignment in question;
- d. Consultants (including their experts and other personnel, and sub-consultants), that have a close business or family relationship with a professional staff of the Client, or any other party representing or acting on behalf of the Client, that is directly or indirectly involved in any part of:
  - i. the preparation of the TOR for the Assignment;
  - ii. the selection process for the contract for the Assignment; or
  - iii. the supervision of the contract,

may not be awarded a contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the contract.

6. Consultants may associate with other firms to enhance their qualifications, but should indicate clearly whether the association is in the form of a joint venture and/or a sub-consultancy. In the case of a joint venture, all the partners in the joint venture shall be jointly and severally liable for the entire contract, if selected.
7. A Consultant will be selected in accordance with the [*insert approved selection method*]: *a. Quality Cost Based Selection (QCBS); b. Fixed Budget Based Selection (FBS); c. Least Cost Based Selection (LCS); d. Quality Based Selection (QBS); e. Consultant's Qualifications Based Selection (CQS); or, f. Direct Selection*].
8. Further information can be obtained at the address below during office hours [*insert office hours if applicable, i.e. 0900 to 1700 hours*].
9. Expressions of interest must be delivered in a written form to the address below (in person, or by mail, or by fax, or by e-mail) by [*insert date*].

[*insert name of office*]

Attn: [*insert name of officer & title*]

[*insert postal address and/or street address*]

[*insert postal code, city and country*]

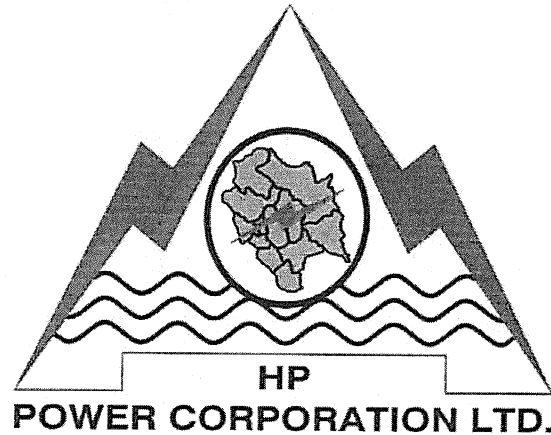
Tel: [*include the country and city code*]

Fax: [*include the country and city code*]

E-mail: [*include e-mail address*]

# **HIMACHAL PRADESH POWER CORPORATION LTD.**

*(A Govt. of H.P. Undertaking)*



## **REQUEST FOR PROPOSALS DOCUMENT**

**{National Competitive Bidding}**

**(THROUGH E- PROCUREMENT)**

For

### **Selection of Consultants**

**Consulting Services: [name of the Assignment/ Contract]  
for [Name of Project]**

**[Assignment/ Contract identification no.]**

**Volume [volume No.] of 3 (Part – [part no.]**

**Single-Stage: Two-Envelope  
Bidding Procedure**

**Himfed Building, BCS, New Shimla, Himachal Pradesh -171009.**

**Tele.0177-2671915, Fax. 0177-2671915**

**CIN:-U40101HP2006SGC030591**

**Website: [www.hppcl.in](http://www.hppcl.in)**

**HPPCL, SHIMLA**

**JULY, 2024**

**Website: [www.hppcl.in](http://www.hppcl.in)**

**[JULY- 2024]**

### **DISCLAIMER**

**This Request for Proposal/ Request for Bid/ Bidding/ Tender Document is not an offer by [HIMACHAL PRADESH POWER CORPORATION LIMITED]**

but an invitation to receive proposal/ offer from prospective Consultants. No contractual obligation whatsoever shall arise from this tender/ bidding process unless and until a formal contract is signed and executed by duly authorized representative of **[HIMACHAL PRADESH POWER CORPORATION LIMITED]** with the successful/ selected consultant.

- a) <Note 1: The provisions in angle brackets (<>) are for guidance and should be omitted from the RFP/ bidding document before it is issued to prospective Consultants/ Bidders.>*
- b) <Note 2: All Assignment -specific provisions in this RFP/ bidding document have been enclosed in square parenthesis ([ ]) and may be modified, as necessary, before issuing the RFP/ bidding document to prospective Consultants/ Bidders. The square parenthesis should be removed after carrying out the required modification>*

## Contents of Request for Proposal (RFP) Document

Volume	Part	Section No	Content
Volume -1 (RFP Procedures and Proposal Forms)		1	Request for Proposal Letter/ Letter of Invitation
	I	2	Instructions to Consultants (ITC) and Data Sheet
	II	3	Technical Proposal – Standard Forms
		4	Financial Proposal – Standard Forms
Volume -2 (Terms of Reference)	I	5	Terms of Reference
Volume -3 (Conditions of Contract and Contract Forms)	I	6	Conditions of Contract and Contract Forms

# Volume- 1: RFP Procedures and Proposal Forms

## Part I Section 1: Request for Proposal Letter

Volume	Part	Section No	Content
Volume -1 (RFP Procedures and Proposal Forms)		1	Request for Proposal Letter/ Letter of Invitation
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Volume -2 (Terms of Reference)	I	5	Terms of Reference
Volume -3 (Conditions of Contract and Contract Forms)	I	6	Conditions of Contract and Contract Forms

# **[Himachal Pradesh Power Corporation Ltd.]**

**Regd. Office Address: Himfed Building, BCS, New Shimla,  
Himachal Pradesh -171009.**

**Tele.0177-2671915, Fax. 0177-2671915**

**CIN:-U40101HP2006SGC030591**

**Website: www.hppcl.in**

## **Request for Proposal Letter/ Letter of Invitation Consulting Services**

**Assignment/ Contract Title:** \_\_\_\_\_

**Assignment/ Contract Identification No.** \_\_\_\_\_

**Project Name** \_\_\_\_\_

**RFP No.** \_\_\_\_\_

**RFP Letter No.** \_\_\_\_\_

**RFP Letter issued on** \_\_\_\_\_

Dear Mr. /Ms.:

1. Himachal Pradesh Power Corporation Ltd. referred to as “the Client”/ “the Implementing Agency) intends to engage eligible and qualified consulting services provider firms (“Consultants”) for the providing consulting services [Assignment Title]described below in relation to [Name of Project] (“the Project”).
2. The consulting services (“the Services” or “the Consulting Services”) include [*insert brief description, estimated level of effort (professional staff-months), implementation period, expected start date of assignment, etc. ensuring full consistency with the TOR attached or referred to in this REOI*]. More details on the Services are provided in the Terms of Reference (Section 5).
3. The Himachal Pradesh Power Corporation Ltd. now invites online proposals to provide the Consulting Services (hereinafter also called “Services”).
4. A firm will be selected under [*insert approved selection method viz a. Quality Cost Based Selection (QCBS); b. Fixed Budget Based Selection (FBS); c. Least Cost Based Selection (LCS); d. Quality Based Selection (QBS); e. Consultant’s Qualifications Based Selection (CQS); or, f. Direct Selection*] procedures and in a [*insert proposal format: Full Technical Proposal (FTP) or Simplified Technical Proposal (STP)*] format as described in this RFP].

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Consulting Services: [insert name of the Assignment] ([abbreviated name]) for [Name of Project]

Assignment/ Contract Identification No: [insert the identification no.]and RFP No.[insert the RFP no.]

5. The RFP includes the following documents:

Section 1 – Request for Proposals Letter

Section 2 - Instructions to Consultants and Data Sheet

Section 3 - Technical Proposal (*[select: FTP or STP]*) - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 - Terms of Reference

Section 6 - Standard Forms of Contract (*[select: Time-Based or Lump-Sum]*)

6. Details on the proposal's submission date, time and address are provided in Section 2 of the RFP document.
7. The RFP document issued to you in person or sent through e-mail is also available online on [www.hppcl.in] from [DDMMYY] to [DDMMYY] free of cost. The prospective Consultants would be responsible for downloading the RFP document and ensuring that any addenda/ corrigendum/ amendment/ clarification thereto as available on the website is also downloaded and incorporated.
8. The RFP invitation process/ bidding shall be conducted **under Single Stage Two-Envelope Bidding process with e-Procurement** as specified in Section 2 of the RFP document. Under the Single Stage Two-Envelope Bidding process, the Consultant shall not quote, disclose or submit its price in the Technical part (First Part / Technical Proposal) of its Proposal or in any other manner, whatsoever, except as part of the Price/ Financial part (Second Part /Financial Proposal) of its Proposal. In case of any non-compliance in this regard, the Proposal shall be out-rightly / summarily rejected.
9. Proposal must be submitted online through the e-Procurement/ e-Tendering process specified in Section 2 of RFP document. Any Proposal or modifications to Proposal received outside the e-Procurement system will not be considered, unless otherwise specified in Section 2. The Client shall not be held liable for any delays due to e-Procurement/ e-Tendering system failure beyond its control. Even though the system will attempt to notify the Consultants of any RFP updates. It is the Consultants' responsibility to verify the website for the latest information / updates related to this RFP process and the Client shall in no case be liable for any information not received by the Consultant.
10. If the Client's office happens to be closed on the date of opening of the Proposals specified in the Section 2, the Proposals will be opened on the next working day at the same time and venue or as may be notified by the Client.
11. Other details can be seen in the RFP document.

**Authorized Signatory**

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# **Volume- 1: RFP Procedures and Proposal Forms**

## **Part I Section 2: Instructions to Consultants and Data Sheet**

Volume	Part	Section No	Content
Volume -1 (RFP Procedures and Proposal Forms)		1	Request for Proposal Letter/ Letter of Invitation
	I	2	Instructions to Consultants (ITC) and Data Sheet
	II	3	Technical Proposal – Standard Forms
		4	Financial Proposal – Standard Forms
Volume -2 (Terms of Reference)	I	5	Terms of Reference
Volume -3 (Conditions of Contract and Contract Forms)	I	6	Conditions of Contract and Contract Forms

## Section 2. Instructions to Consultants and Data Sheet

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*[Notes to the Client: this part of Section 2, Instructions to Consultants, shall not be modified. Any necessary changes, acceptable to the Bank, to address specific country and project issues, to supplement, but not over-write, the provisions of the Instructions to Consultants (ITC), shall be introduced through the Data Sheet only. "Notes to the Client" should be deleted from the final RFP issued to the Consultants].*

## Instructions to Consultants

### A. General Provisions

<p><b>1. Definitions</b></p>	<p>1.1 For the purpose of this Section 2: Instructions to Bidders and Data Sheet and other Sections where the context so requires,</p> <ul style="list-style-type: none"> <li>(a) <b>"Affiliate(s)"</b> means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.</li> <li>(b) <b>"Applicable Law"</b> means the laws and any other instruments having the force of law in India, or in such other country as may be specified in the <b>Data Sheet</b>, as they may be issued and in force from time to time.</li> <li>(c) <b>"Client"</b> means the implementing agency that signs the Contract for the Services with the selected Consultant.</li> <li>(d) <b>"Client's Personnel"</b> is as defined in Clause GCC1.1 (d).</li> <li>(e) <b>"Consultant"</b> means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.</li> <li>(f) <b>"Contract"</b> means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).</li> <li>(g) <b>"Data Sheet"</b> means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITC.</li> <li>(h) <b>"Day"</b> means a calendar day, unless otherwise specified as <b>"Business Day"</b>. A Business Day is any day that is an official working day of the Client. It excludes the Client's official public holidays.</li> <li>(i) <b>"Experts"</b> means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).</li> </ul>
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Consulting Services: [insert name of the Assignment] ([abbreviated name]) for [Name of Project]  
Assignment/ Contract Identification No: [insert the identification no.] and RFP No.[insert the RFP no.]

	<p>(j) <b>“Government”</b> means the government of the India and includes State Government of Himachal Pradesh as well as local government.</p> <p>(k) <b>“GST”</b> means applicable Goods and Service Tax (GST) under GST Laws. GST Laws means IGST Act, GST (Compensation to the State for Loss of Revenue) Act, CGST Act, UTGST Act and SGST Act, 2017 and all related ancillary legislations and amendments, if any, thereto from time to time.</p> <p>(l) <b>“Joint Venture (JV)”</b> means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business 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.</p> <p>(m) <b>“Key Expert(s)”</b> means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.</p> <p>(n) <b>“Month”</b> shall mean the calendar month.</p> <p>(o) <b>“ITC”</b> (this Section 2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.</p> <p>(p) <b>“Non-Key Expert(s)”</b> means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.</p> <p>(q) <b>“Proposal”</b> means the Technical Proposal and the Financial Proposal of the Consultant.</p> <p>(r) <b>“RFP”</b> means the Request for Proposals to be prepared by the Client for the selection of Consultants based on RFP document.</p> <p>(s) <b>“RFP document”</b> means the Request for Proposals document comprising all its Sections, used by the Client.</p> <p>(t) <b>“Services”</b> means the work to be performed by the Consultant pursuant to the Contract.</p> <p>(u) <b>“Sub-consultant”</b> means an entity to whom the Consultant intends to subcontract any part of the</p>
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Consulting Services: [insert name of the Assignment] ([abbreviated name]) for [Name of Project]  
Assignment/ Contract Identification No: [insert the identification no.] and RFP No.[insert the RFP no.]

	<p>Services while the Consultant remains responsible to the Client during the whole performance of the Contract.</p> <p>(v) <b>“Terms of Reference (TORs)”</b> (Section 5 of the RFP document) means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.</p> <p>(w) <b>“week”</b> shall mean continuous period of seven (7) days.</p>
	<p>1.2 Throughout this RFP Document,</p> <p>(a) the term <b>“in writing”</b> means communicated in written form (e.g. by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Client) with proof of receipt;</p> <p>(b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and</p> <p>(c) capitalized terms used herein but not defined specifically shall have the meaning as ascribed to them in Section 5: Terms of Reference and Section 6: Conditions of Contract and Contract Forms, and elsewhere in this RFP Document.</p>
<b>2. Introduction</b>	<p>2.1 The Client named in the <b>Data Sheet</b> intends to select a Consultant from those who submit their proposal in response to the Request for Proposals (RFP), in accordance with the method of selection and Proposal format specified in the <b>Data Sheet</b>.</p> <p>2.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the <b>Data Sheet</b>, for consulting services required for the assignment named in the <b>Data Sheet</b>. The Proposal will be the basis for holding discussions and, if required, negotiating and ultimately signing the Contract with the selected Consultant.</p> <p>2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals; including attending a pre-proposal conference if one is specified in the <b>Data Sheet</b>. Attending any such pre-proposal conference is optional and is at the Consultants’ expense.</p>

	2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the <b>Data Sheet</b> .
<b>3. Conflict of Interest</b>	<p>3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.</p> <p>3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Bank.</p> <p>3.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:</p>
<b>a. Conflicting Activities</b>	(i) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services</u> : a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.
<b>b. Conflicting Assignments</b>	(ii) <u>Conflict among consulting assignments</u> : a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.
<b>c. Conflicting Relationships</b>	(iii) <u>Relationship with the Client's staff</u> : a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Client, or its subsidiaries/affiliates who are directly or indirectly involved in any part of (i) the preparation of the Terms of

Consulting Services: [insert name of the Assignment] ([abbreviated name]) for [Name of Project]  
Assignment/ Contract Identification No: [insert the identification no.] and RFP No.[insert the RFP no.]

	Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.
<b>d. Conflict of Interest in the RFP Process</b>	<p>(iv) <u>Conflict of interest in the RFP Process</u>:any firm participating in the RFP process found to have a conflict of interest shall be disqualified. A participating firm may be considered to have a conflict of interest for the purpose of this RFP process, if the Consultant and/ or a Joint Venture partner:</p> <ul style="list-style-type: none"> <li>a) directly or indirectly controls, is controlled by or is under common control with another participating firm; or</li> <li>b) receives or has received any direct or indirect subsidy from another participating firm; or</li> <li>c) has the same legal representative as another participating firm; or</li> <li>d) has a relationship with another participating firm, directly or through common third parties, that puts it in a position to influence the Proposal of another participating firm, or influence the decisions of the Client regarding this RFP process; or</li> <li>e) any of its affiliates or the participating firm and/ or a Joint Venture partner, has been hired or engaged (or is proposed to be hired or engaged) by the Client for the Contract implementation for which the Services are being procured through this RFP process.</li> </ul>
<b>4. Unfair Competitive Advantage</b>	<p>4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the <b>Data Sheet</b> and make available to all Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.</p>
<b>5. Fraud and Corruption</b>	<p>5.1 The Client requires compliance with the Anti-Corruption Guidelines/ Laws in force of the relevant Government/ its instrumentalities/ Client.</p>

Consulting Services: [insert name of the Assignment] ([abbreviated name]) for [Name of Project] Assignment/ Contract Identification No: [insert the identification no.] and RFP No.[insert the RFP no.]

	<p>5.2 Participating firms are also required to sign and furnish in the Bid, duly signed Integrity Pact if so specified in ITC10.2</p> <p>5.3 The Client expects participating firms, bidders, Suppliers, and Contractors, agents, subcontractors, subconsultants, service providers, subsuppliers, manufacturers (including their respective officers, directors, employees and personnel) to observe the highest standard of ethics during the procurement and execution of such contracts. For the purposes of this provision, the terms set forth below shall mean as follows:</p> <ul style="list-style-type: none"> <li>(i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;</li> <li>(ii) “fraudulent practice” means 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;</li> <li>(iii) “coercive practice” means 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;</li> <li>(iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;</li> <li>(v) “abuse” means theft, waste, or improper use of assets related to Client-related activity, either committed intentionally or through reckless disregard;</li> <li>(vi) “conflict of interest” means any situation in which a party has interests that could improperly influence that party’s performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.</li> </ul> <p>5.4 The Client:</p> <ul style="list-style-type: none"> <li>(a) will reject a proposal for award if it determines that</li> </ul>
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	<p>the participating firm recommended for award or any of its officers, directors, employees, personnel, subconsultants, subcontractors, service providers, suppliers or manufacturers has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract; and</p> <p>(b) may declare ineligible, either indefinitely or for a stated period of time, a firm to participate in any procurement by the Client, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices or other integrity violations.</p> <p>5.5 Furthermore, a participating firm shall be aware of the provision, if any, related to or connected with Fraud and Corruption stated in Section 5 and/or Section 6 of the RFP documents.</p>
<b>6. Eligibility</b>	<p>6.1 The Client permits consultants (individuals and firms, including Joint Ventures, if permitted as per ITC 6.5 and their individual members) having the nationality of any country to offer consulting services, who shall be eligible subject to the restrictions pursuant to conditions herein and, if any, specified in <b>Data Sheet</b>.</p> <p>6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as specified herein and as established by the Client in the applicable Procurement Policy/ Regulations.</p> <p>6.3 For the purpose of ITC 6.1, a Consultant shall be deemed to have the nationality of a country if the Consultant is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub-consultants for any part of the Services.</p> <p>6.4 Only firm that is a private entity, a state-owned entity or</p>

	<p>an institution, legally established in the country of its nationality to undertake consulting services works mentioned in the RFP document are eligible to bid (submit their Proposal). In case of Indian nationality, the Bidder may be a proprietorship concern or a partnership firm operating in India, or a registered entity in India under the Companies Act, 1956, 2013 or LLP Act.</p> <p>6.5 Any combination of such entities eligible as per ITC 6.4 above is also eligible to participate in the RFP process in the form of a joint venture (JV) as defined in ITC 1.1, under an existing agreement, is so permitted and specified in the <b>Data Sheet</b>. In the case of a joint venture, the number of members of the JV shall not exceed the number of members/ partners mentioned in the <b>Data Sheet</b> and all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative (also referred to as Lead Partner/ Member or Partner/ Member-in-Charge) who shall have the authority to conduct all business for and on behalf of any and all the members/ partners of the JV during the RFP process and, in the event the JV is awarded the Contract, during contract execution. In case of JV, the JV participating in the RFP process (also referred to as the Consultant) shall submit a Joint Deed of Undertaking in Proposal, as per the format enclosed in Section 3 of the RFP document. No change in the structure / constitution of the JV shall be permitted at any stage during RFP process or execution of the Contract in the event of award.</p> <p>6.6 As an exception to the foregoing ITC 6.1 to ITC 6.5 above:</p>
<p><b>a. Sanctions, Suspension and Restriction</b></p>	<p>6.6.1 <u>Sanctions</u>: Consultants, which includes any of the JV members in case of Joint Venture participating in the RFP process as per Clause 6.5 above, debarred/ blacklisted/ sanctioned by the Client/ Government of India/ Government of Himachal Pradesh / any Regulatory Authority, as on the date of submission of Proposal, are not eligible to participate in the RFP process.</p> <p>6.6.2 <u>Suspension</u>: Firm, which includes any of the JV members in case of Joint Venture participating in</p>

	the RFP process as per ITC 6.5 above, under suspension by the Client as the result of the operation of a Bid-Securing Declaration or Proposal-Securing Declaration or for any other reason whatsoever, as on the date of submission of Proposal, shall not be eligible to participate in the RFP process.
<b>b. Prohibitions</b>	<p>6.6.3 Firms and individuals of a country or goods manufactured in a country or services provided from a country may be ineligible if so indicated in <b>Data Sheet</b> and:</p> <p>(a) as a matter of law or sanction or official regulations, the Government prohibits commercial relations with that country or prohibits sourcing of goods or services from that country or source under specified category/ negative list; or</p> <p>(b) debarred/ blacklisted/ sanctioned by the Client.</p>
<b>c. Restrictions for Public Employees</b>	<p>6.6.4 Government officials and Indian civil servants of are not eligible to be included as Experts, individuals, or members of a team of Experts in the Consultant's Proposal unless:</p> <p>(i) the services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation; and</p> <p>(ii) their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Government/ Client.</p>
<b>d. General</b>	<p>6.6.5 A participating firm shall be excluded if declared ineligible, sanctioned pursuant to the Anti-Corruption Guidelines and Policy of the Client.</p>
	<p>6.6.6 A participating firm shall be excluded and declared ineligible if the firm/ individual has been debarred, temporarily suspended, declared ineligible or are ineligible, or blacklisted by the Government of India or the Government of Himachal Pradesh (including any of its ministries, department or subordinate offices) or any public authority, OR, any of the key officers and directors of the firm have been charged or convicted of any criminal offense (including felonies and misdemeanours) or</p>

	infractions/violations of law/regulations which carry the penalty of imprisonment, during the preceding five (5) years reckoned from the date of bid/ proposal opening.
<b>B. Preparation of Proposals</b>	
<b>7. General Considerations</b>	7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
<b>8. Cost of Preparation of Proposal</b>	8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
<b>9. Language</b>	9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the <b>Data Sheet</b> .
<b>10. Documents Comprising the Proposal</b>	<p>10.1 The Proposal shall comprise the documents and forms listed in the <b>Data Sheet</b>.</p> <p>10.2 If specified in the <b>Data Sheet</b>, the Consultant shall submit duly signed <b>Integrity Pact</b> with its Technical Proposal, inter alia, to observe, in competing for and executing a contract, laws in force in India against fraud and corruption (including bribery).</p> <p>10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (<b>Section 4</b>).</p>
<b>11. Only One Proposal</b>	11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the <b>Data Sheet</b> .

<b>12. Proposal Validity</b>	<p>12.1 Proposals shall remain valid until the date specified in <b>the Data Sheet</b> or any extended date if amended by the Client in accordance with ITC 13.1.1.</p> <p>12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price. The Consultant shall, accordingly, submit a <b>Bid Securing Declaration or a Bid Security</b> along with its Technical Proposal, if so specified in the <b>Data Sheet</b>. If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions by Client.</p> <p>12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions by the Client who may take appropriate action invoking the Bid Securing Declaration or forfeiting Bid Security if applicable as per ITC 12.2.</p>
<b>a. Extension of Proposal Validity</b>	<p>12.4 The Client will make its best effort to complete the negotiations and award the contract prior to the date of expiry of the Proposal validity. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the expiry of Proposal validity to extend the Proposals' validity.</p> <p>12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC 12.7. The validity of the Bid Securing Declaration or the Bid Security, if applicable as per ITC 12.2, shall also be extended by the Consultant accordingly.</p> <p>12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.</p>
<b>b. Substitution of Key Experts at Validity Extension</b>	<p>12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall seek to substitute another Key Expert. The Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert, and on applying the</p>

Consulting Services: [insert name of the Assignment] ([abbreviated name]) for [Name of Project]  
Assignment/ Contract Identification No: [insert the identification no.] and RFP No.[insert the RFP no.]

	<p>evaluation criteria, sub-criteria and point system mentioned in ITC 21 in the Data Sheet, as applicable for that category of Key Expert, the substitute Key Expert must secure, technical evaluation score equal to or better than that of the original Key Expert and must be acceptable to the Client. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.</p> <p>12.8 If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.</p>
<b>c. Sub-contracting</b>	<p>12.9 The Consultant shall not subcontract the whole of the Services. The Consultant may subcontract part of the Services if so indicated in the <b>Data Sheet</b>, only with prior written permission of the Client.</p>
<b>13. Clarification and Amendment of RFP</b>	<p>13.1 The e-procurement system specified in ITC 17 provides for online clarifications. A Consultant may request an online clarification of any part of the RFP during the period indicated in the <b>Data Sheet</b> before the Proposals' submission deadline, or raise its inquiries during the pre-proposal conference, if provided for in accordance with ITC 2.3. Clarifications requested through any other mode shall not be considered by the Client. The Client will respond online by uploading the response (including an explanation of the query but without identifying its source) for information of all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described in ITC 13.1.1 and ITC 13.1.2 below. It is the consultant's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the RFP document.</p> <p>13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means and/ or any other means specified in <b>Data Sheet</b>. The amendment will be binding on all the Consultants who submit their Proposal.</p> <p>13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals, by amending the RFP in accordance with ITC 13.1.1. The Client may extend the proposal submission deadline also for any other reason whatsoever.</p>

	<p>13.2 A Consultant may modify its Proposal in the following manner, by using the appropriate option for proposal modification on e-procurement portal, before the deadline for submission of proposals. No modifications to the Technical or Financial Proposal shall be accepted after the proposal submission deadline.</p> <ul style="list-style-type: none"> <li>(a) For proposal modification and consequential re-submission, the Consultant is not required to withdraw the proposal submitted earlier. The last modified proposal submitted by the consultant within the proposal submission time shall be considered as the 'Proposal'.</li> <li>(b) For this purpose, modification/withdrawal by other means will not be accepted.</li> <li>(c) The modification and consequential re-submission of proposals is allowed any number of times.</li> <li>(d) A consultant may withdraw its proposal by using the appropriate option for proposal withdrawal, before the deadline for submission of proposals. However, if the proposal is withdrawn, re-submission before the deadline of bid submission is governed by availability or otherwise of the requisite functionality in the e-procurement system which the Consultants are advised to check and ensure at their sole responsibility.</li> </ul>
<p><b>14. Preparation of Proposals Specific Considerations</b></p>	<p>14.1 While preparing the Proposal, the Consultant must give particular attention to the following:</p> <ul style="list-style-type: none"> <li>14.1.1 If a Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture, only if permitted under ITC 6.5, or as Sub-consultants, it may do so.</li> <li>14.1.2 The Client may indicate in the <b>Data Sheet</b> the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same subject to ITC 14.1.3.</li> <li>14.1.3 If stated in the <b>Data Sheet</b>, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the <b>Data Sheet</b>) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of</li> </ul>

	<p>comparison of proposals and decision for award in accordance with the procedure in the <b>Data Sheet</b>.</p> <p>14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the <b>Data Sheet</b>, and the Financial Proposal shall not exceed this budget.</p>
<b>15. Technical Proposal Format and Content</b>	<p>15.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.</p> <p>15.1.2 Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p> <p>15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the <b>Data Sheet</b> and using the Standard Forms provided in Section 3 of the RFP.</p>
<b>16. Financial Proposal</b>	<p>16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the <b>Data Sheet</b>.</p> <p>16.2 The remuneration rates and charges for Key Experts and Non-Key Experts shall be inclusive of all costs and shall inter alia cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Key- Experts/ non-Key Experts, if any, identified separately in Section 5 and Section 6, as well as factors for social charges/ allowances and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads but shall be considered inclusive in profit), (ii) the cost of backstopping by home office staff and/ or any non-Key Experts, if any, other than those identified separately in Section 5 and Section 6, (iii) the Consultant's profit, (iv) all taxes, duties and levies</p>

	whatsoever except those reimbursable/ payable by Client as per ITC 16.4, and (v) any other items as may be applicable but excluding reimbursable expenses as indicated in ITC 16.1 in the Data Sheet.
<b>a. Price Adjustment</b>	16.3 For assignments with a duration exceeding 12 months, a price adjustment provision for inflation for remuneration rates applies if so stated in the <b>Data Sheet</b> .
<b>b. Taxes</b>	16.4 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract. Only those taxes and duties, as specified in the <b>Data Sheet</b> shall be reimbursed/ paid by Client as per actual.
<b>c. Currency of Proposal</b>	16.5 The Consultant may express the price for its Services in the currency or currencies as stated in the <b>Data Sheet</b> . If indicated in the <b>Data Sheet</b> , the portion of the price representing local cost shall be stated in the national currency.
<b>d. Currency of Payment</b>	16.6 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.
<b>C. Submission, Opening and Evaluation</b>	
<b>17. Submission of Proposals</b>	<p>17.1 The Consultant shall submit a digitally signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal)through the <b>e-Procurement/ e- Tendering system</b>(also referred to as the <b>electronic submission procedure</b>)specified in the <b>Data Sheet</b>. Consultants shall mark as “CONFIDENTIAL” information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The <b>electronic submission procedure</b> specified in the RFP Letter/ Letter of Invitation and <b>Data Sheet</b> shall be applicable.Proposals submitted by any other means will be rejected.</p> <p>17.2 An authorized representative of the Consultant shall digitally sign the submissions in the required format for both the Technical Proposal and the Financial Proposal to be submitted as per the electronic submission procedure.</p> <p>17.3 Documents, if any, specified in the <b>Data Sheet</b> shall be submitted in hard copy. Such documents to be submitted in hard copy shall be duly signed by the authorized representative of the Consultant and submitted at the</p>

	<p>Client's address mentioned in <b>Data Sheet</b>.</p> <p>17.4 The authorization referred to in ITC 17.3 and 17.4 shall be in the form of a written power of attorney attached to the Technical Proposal.</p> <p>17.5 A Proposal submitted by a Joint Venture, if permitted as per ITC 6.5, shall be digitally signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative and attached to the Technical Proposal.</p> <p>17.6 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.</p> <p>17.7 The deadline for submission Proposals through the e-Procurement / e- Tendering system, and the deadline for submission of documents specified in ITC17.3in hard copy, are indicated in the <b>Data Sheet</b>. The deadline for submission may be extended by the Client as per ITC 13. The Proposal or its modifications must be uploaded on the e-procurement system no later than the deadline or any extension to this deadline. The electronic system will not accept any Proposal or its modification for uploading after the deadline, as per server time.</p> <p>17.8 Any Proposal/ document in hard copy or its modification received by the Client after the deadline through any means or medium, whatsoever, shall be declared late and rejected, and promptly returned unopened.</p> <p>17.9 The documents, if any, specified in the ITC 17.3 to be submitted in hard copy shall be placed in a sealed envelope which shall be addressed to the Client and bear the submission address, RFP reference number, the name of the assignment, the Consultant's name and the address, and shall be clearly marked "Do Not Open Before [insert the time and date of the submission deadline indicated in the Data Sheet as per ITC 17.7 as may be extended]".</p>
<b>18. Confidentiality</b>	<p>18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be</p>

	<p>disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process. Exceptions to this ITC are where the Client notifies Consultants of the results of the evaluation of the Technical Proposals.</p> <p>18.2 Any attempt by Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to sanctions by the Client.</p> <p>18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client on any matter related to the selection process, it shall do so only in writing. However, the Client is not bound to respond if it considers the same inappropriate.</p>
<b>19. Opening of Technical Proposals</b>	<p>19.1 The Client shall conduct the electronic opening of the Technical Proposals submitted and received through the e-Procurement/ e-Tendering system on line, and the envelope containing the documents specified in ITC17.3 in hard copy, in the presence of the Consultants' authorized representatives who choose to attend the online opening or in person. The opening date, time and the address are stated in the <b>Data Sheet</b>. The Financial Proposal shall remain unopened in the e-Procurement/ e-Tendering system securely, until they are opened in accordance with ITC 22.</p> <p>19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) any modifications to the Proposal submitted through the e-Procurement/ e-Tendering system prior to proposal submission deadline; and (iii) any other information deemed appropriate and/or as indicated in the <b>Data Sheet</b>.</p>
<b>20. Proposals Evaluation</b>	<p>20.1 Subject to provision of ITC 15.1, the Client's evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.</p> <p>20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under ITC 12.7. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals including any response to</p>

	clarifications sought by Client which does not alter the substance of the Proposal or the price. .
<b>21. Evaluation of Technical Proposals</b>	<p>21.1 The Client shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference (TOR) and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the <b>Data Sheet</b>. Each substantially responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not substantially respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the <b>Data Sheet</b>.</p> <p>21.2 During the evaluation of Proposals, the following definitions apply:</p> <p>21.2.1 “Deviation” is a departure from the requirements specified in the RFP Document;</p> <p>21.2.2 “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the RFP Document; and</p> <p>21.2.3 “Omission” is the failure to submit part or all of the information or documentation required in the RFP Document.</p> <p>21.3 A substantially responsive Technical Proposal is one that meets the requirements of the RFP Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,</p> <ol style="list-style-type: none"> <li>i. If accepted, would <ol style="list-style-type: none"> <li>a. affect in any substantial way the scope, quality, or performance of the Services specified in RFP Document; or</li> <li>b. limits in any substantial way, inconsistent with the RFP Document, the Client’s rights or the Consultant’s obligations under the Contract; or</li> </ol> </li> <li>ii. If rectified, would unfairly affect the competitive position of other Consultants presenting substantially responsive Technical Proposals.</li> </ol>
<b>22. Financial Proposals for QBS</b>	<p>22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.</p> <p>22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the</p>

	<p>technically top-ranked Consultant is opened by the Client's evaluation committee. All other Financial Proposals will be archived in the e-Procurement/ e-Tendering system unopened, after completing the selection process and Contract signing.</p>
<p><b>23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)</b></p>	<p>23.1 After the technical evaluation is completed, the Client shall notify online through e-procurement portal, and/or in some other manner considered appropriate, those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following:</p> <ul style="list-style-type: none"> <li>(i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;</li> <li>(ii) provide information, if so requested by such Consultants, relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;</li> <li>(iii) their Financial Proposals will be archived in the e-Procurement/ e-Tendering system unopened, after completing the selection process and Contract signing.</li> </ul> <p>23.2 The Client shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following:</p> <ul style="list-style-type: none"> <li>(i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score;</li> <li>(ii) provide information, if so requested by such Consultants, relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;</li> <li>(iii) their Financial Proposal will be opened through the e-Procurement/ e-Tendering system at the public opening of Financial Proposals; and</li> <li>(iv) notify them of the date, time and location of the online public opening and invite them for the opening of the Financial Proposals at their option.</li> </ul> <p>23.3 The opening date shall be no less than seven (7) Business Days from the date of notification of the results of the technical evaluation, described in ITC 23.1 and 23.2.</p>

	<p>23.4 The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is available) is optional and is at the Consultant's choice.</p> <p>23.5 The Financial Proposals shall be opened publicly by the Client's in the presence of the representatives of the Consultants who chooses to attend. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals shall be then opened, and the total prices read aloud and recorded.</p>
<b>24. Correction of Errors</b>	<p>24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed and deemed to be included in the prices of other activities or items, and no corrections will be made to the Financial Proposal on this account.</p> <p>In case where the e-Procurement System as per ITB 17 automatically calculates the total amount from unit rates and quantities, and the system also automatically populates the amount in words from the amount in figures, and therefore there is no scope of arithmetical error and/ or discrepancy, and hence no need for correction of arithmetical errors and/or discrepancies. However there would be a manual recalculation and in the case of discrepancy between system generated and manual prices, due to shortcomings in electronic logical or otherwise in the System, the manually calculated prices shall prevail.</p> <p>In case where the e-Procurement System as per ITB 17 does not automatically calculate the total amount from unit rates and quantities, and/or the system does not automatically populate the amount in words from the amount in figures, the Purchaser, during the evaluation of Price Bids, shall correct arithmetical errors on the basis herein specified:</p>
<b>a. Time-Based Contracts</b>	<p>24.1.1 If a Time-Based contract form is included in the RFP, the Clients Evaluation Committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items included in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words</p>

	and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.
<b>b. Lump-Sum Contracts</b>	24.1.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per ITC 25, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. Where there is a discrepancy between the amount in words and the amount in figures, the amount in words shall prevail.
<b>25. Taxes</b>	25.1 The Client's evaluation of the Consultant's Financial Proposal shall include all taxes and duties applicable in India or abroad, except the taxes and duties, if any, specified in the <b>Data Sheet</b> which shall be excluded in accordance with the instructions therein.
<b>26. Combined Quality &amp; Cost Evaluation</b>	
<b>a. Quality and Cost-Based Selection (QCBS)</b>	26.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the <b>Data Sheet</b> . The Consultant with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined technical and financial scores, will be invited for discussions and, if required, negotiations for Contract finalization.
<b>b. Fixed-Budget Selection (FBS)</b>	<p>26.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the <b>Data Sheet</b> shall be rejected.</p> <p>26.3 The Client will select the Consultant with the Most Advantageous Proposal, which is the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant for discussions and, if required, negotiations for Contract</p>

	finalization.
<b>c. Least-Cost Selection</b>	26.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the Most Advantageous Proposal, which is the Proposal with the lowest evaluated total price among those Proposals that achieved the minimum qualifying technical score, and invite such a Consultant for discussions and, if required, negotiations for Contract finalization.
<b>D. Discussions/ Negotiations and Award</b>	
<b>27. Discussions/ Negotiations</b>	<p>27.1 The discussions and/or negotiations will be held at the date and address indicated in the <b>Data Sheet</b> with the Consultant's representative(s) who must have written power of attorney to discuss/ negotiate and sign a Contract on behalf of the Consultant.</p> <p>27.2 The Client shall prepare minutes of discussion/ negotiations that are signed by the Client and the Consultant's authorized representative, or place the same on record in any other appropriate manner as may be decided by Client</p>
<b>a. Availability of Key Experts</b>	<p>27.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 12. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and would constitute sufficient grounds for further action as per the Bid Securing Declaration or forfeit the Bid Security as may be applicable. In such an eventuality, the Client reserves the right to proceed with discussions/ negotiations for finalization of the Contract with the next-ranked Consultant or annul the RFP process without any liability whatsoever.</p> <p>27.4 Notwithstanding the above, the substitution of Key Experts at the discussions/ negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to discuss/ negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate, and on applying the evaluation criteria and sub-criteria and point system mentioned in ITC 21.1 in the Data Sheet, as applicable for that category of Key Expert, the</p>

	substitute Key Expert must secure technical evaluation score equal to or better than that of the original Key Expert as specified in ITC 12.7.
<b>b. Technical Discussions/ Negotiations</b>	27.5 The discussions/ negotiations shall include the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.
<b>c. Financial discussions/ Negotiations</b>	27.6 The discussions/ negotiations include the clarification of the Consultant's tax liability in India payable/ reimbursable by the Client and how it should be reflected in the Contract. 27.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal may require be reviewing / negotiating during Contract discussions, if necessitated.
<b>28. Conclusion of Discussions/ Negotiations</b>	28.1 The discussions/ negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative. Such Consultant is referred to as the successful Consultant. 28.2 If the discussions/ negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the discussions/ negotiations informing the Consultant of the reasons for doing so. In such an eventuality, the Client reserves the right to invite the next-ranked Consultant to discuss/ negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant or annuls the RFP process without any liability whatsoever.
<b>29. Notification of Award</b>	29.1 The Client shall, send a Notification of Award to the successful Consultant prior to the expiry date of the Proposal validity, confirming award of the Contract to the successful Consultant and requesting the successful Consultant to sign and return the Contract finalized after Contract discussions/ negotiations, within seven (7) Business Days from the date of receipt of such notification. 29.2 The Notification of Award shall constitute the acceptance of the Consultant's Proposal read in conjunction with Contract discussions, if any, and consequent formation of

Consulting Services: [insert name of the Assignment] ([abbreviated name]) for [Name of Project] Assignment/ Contract Identification No: [insert the identification no.] and RFP No.[insert the RFP no.]

	<p>the binding Contract.</p> <p>29.3 At the same time, the Client shall publish the Contract Award Notice which shall contain, at a minimum, the following information:</p> <ul style="list-style-type: none"> <li>(a) name and address of the Client;</li> <li>(b) name and reference number of the contract being awarded, and the selection method used;</li> <li>(c) names of all Consultants that submitted Proposals, and their Proposal prices as read out at Proposal opening, and as evaluated;</li> <li>(d) names of all Consultants whose Proposals were rejected either as nonresponsive or as not meeting the specified criteria, or were not evaluated, with the reasons there for; and</li> <li>(e) the name of the successful Consultant, the final total Contract Price, the contract duration and a summary of its scope.</li> </ul> <p>29.4 The Contract Award Notice shall be published on web link site (s) indicated in <b>Data Sheet</b>.</p>
<p><b>30. Signing of Contract and Contract Performance Security</b></p>	<p>30.1 The Contract shall be signed prior to the expiry date of the Proposal validity and promptly after issuance of Notice of Award of Contract as per ITC 29.</p> <p>30.2 The Consultant is expected to commence the Services related to the assignment on the date and at the location along with the estimated time period for the engagement specified in the <b>Data Sheet</b>.</p> <p>30.3 The Consultant shall furnish a Contract Performance Security if so specified in the <b>Data Sheet</b>.</p> <p>30.4 Failure of the Consultant to act on the requirements of ITC 30.1, 30.2 and 30.3 shall constitute sufficient grounds for the annulment of the award of Contract and for further action as per the Bid Securing Declaration and/or forfeiture of the Bid Security, as applicable.</p>

## Section 2. Instructions to Consultants

### E. Data Sheet

*[“Notes to Client” shown in brackets throughout the text are provided for guidance to prepare the Data Sheet; they should be deleted from the final RFP to be sent to the Consultants]*

*[E-procurement clauses currently included in this Data Sheet are model clauses only, and these should be fine-tuned/ modified for the specific e-procurement system being used by the Client. Instructions for completing the Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITC.]*

ITC Reference	A. General
2.1	<p><b>Name of the Client:</b> Himachal Pradesh Power Corporation Ltd. Himfed, Building, BCS, New Shimla, Himachal Pradesh, INDIA-171009.</p> <p><b>Method of selection:</b> _____</p> <p><i>[insert approved selection method viz a. Quality Cost Based Selection (QCBS); b. Fixed Budget Based Selection (FBS); c. Least Cost Based Selection (LCS); d. Quality Based Selection (QBS); e. Consultant’s Qualifications Based Selection (CQS); or, f. Direct Selection]</i></p> <p><b>Proposal Format:</b> _____</p> <p><i>[insert proposal format: Full Technical Proposal (FTP) or Simplified Technical Proposal (STP)] format as described in this RFP].</i></p>
2.2	<p><b>Financial Proposal to be submitted together with Technical Proposal :</b></p> <p>Yes.</p> <p>The RFP process will be conducted under Single Stage Two Envelope Bidding Procedure through e-Procurement System described in Section 2.</p> <p><b>The name of the assignment is:</b> _____</p>
2.3	<p><b>A pre-proposal conference will be held:</b> Yes __ or No _</p> <p><i>[If “Yes”, fill in the following:]</i></p> <p>Date of pre-proposal conference: _____</p> <p>Time: 11:00Hrs</p>

Consulting Services: [insert name of the Assignment] ([abbreviated name]) for [Name of Project] Assignment/ Contract Identification No: [insert the identification no.] and RFP No.[insert the RFP no.]

	<p>Address: . Conference Hall, HPPCL, Himfed, Building, BCS, New Shimla, Himachal Pradesh, INDIA- 171009</p> <p>Telephone: +91177-2671915</p> <p>E-mail: <a href="mailto:hppc.contracts23@gmail.com">hppc.contracts23@gmail.com</a></p> <p>Contact person/conference coordinator: Office of the General Manager (Civil Contracts), HPPCL Himfed Building, BCS, New Shimla- 171009, Himachal Pradesh, India</p>
2.4	<p>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: _____</p> <p><i>[list or state "N/A" if none]</i></p>
4.1	Not Applicable.
6.1	<p><b>The following shall also apply regarding eligibility:</b></p> <p>i. To be eligible to bid, the Bidders must ensure compliance to the following as may be amended/ clarified from time to time by the Ministry of Finance, Government of India, failing which they shall not be eligible:</p> <p><b><i>Restrictions under Rule 144 (xi) of GFR 2017: Restrictions on procurement from a bidder of a country which shares a land border with India</i></b></p> <p><i>I. Any bidder from a country which shares a land border with India will be eligible to bid only if the bidder is registered with the Competent Authority.</i></p> <p><i>II. "Bidder" (Seller / Service Provider) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.</i></p> <p><i>III. "Bidder from a country which shares a land border with India" for the purpose of this Order/ Rule means: -</i></p> <p><i>a. An entity incorporated, established, or registered in such a country; or</i></p> <p><i>b. A subsidiary of an entity incorporated, established, or registered in such a country; or</i></p> <p><i>c. An entity substantially controlled through entities incorporated, established, or registered in such a country; or</i></p> <p><i>d. An entity whose beneficial owner is situated in such a country; or</i></p> <p><i>e. An Indian (or other) agent of such an entity; or</i></p> <p><i>f. A natural person who is a citizen of such a country; or</i></p>

Consulting Services: [insert name of the Assignment] ([abbreviated name]) for [Name of Project]  
Assignment/ Contract Identification No: [insert the identification no.] and RFP No.[insert the RFP no.]

	<p><i>g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above</i></p> <p><i>IV. The beneficial owner for the purpose of (iii) above will be as under:</i></p> <p><i>1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation—</i></p> <p><i>a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;</i></p> <p><i>b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;</i></p> <p><i>2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;</i></p> <p><i>3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;</i></p> <p><i>4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;</i></p> <p><i>5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</i></p> <p><i>V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.</i></p> <p><i>VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.</i></p>
6.5	<p><i>[insert either of the following as appropriate]</i></p> <p>Participation of Joint Venture in the RFP process is not permitted</p> <p><i>Or</i></p> <p>Participation of Joint Venture in the RFP process is permitted. The number of members/ partners in the Joint Venture shall not exceed _____ <i>[indicate the number viz 2/3 etc.]</i></p>

6.6.3	Prohibitions shall apply to and include all countries and territories on whom the Government, has or may, by order in writing, imposed restrictions or sanctions, for procurement from that country or countries, or a class of countries, on any ground or matters directly or indirectly, including but not limited to restrictions under Order (Public Procurement No. 1) issued by Department of Expenditure, Ministry of Finance, Government of India under F.No. 6/18/2019-PPD dated 23 <sup>rd</sup> July 2020 read in conjunction with any amendment or clarification thereto.
<b>B. Preparation of Proposals</b>	
9.1	<p><b>This RFP has been issued in the English language.</b></p> <p><b>Proposals shall be submitted in English language.</b></p> <p><b>All correspondence exchange shall be in English language.</b></p>
10.1	<p><b>The Proposal shall comprise the following. The Technical and Financial Proposals shall be submitted online in the e-procurement system in separate folders:</b></p> <p><b><u>For FULL TECHNICAL PROPOSAL (FTP):</u></b></p> <p><b>The Technical Proposal comprising:</b></p> <ul style="list-style-type: none"> <li>(1) Power of Attorney to sign the Proposal; if joint venture is permitted as per ITC 6.5 and the Proposal is submitted by a joint venture, a letter of intent or a copy of an existing agreement. Integrity Pact(if required under Data Sheet 10.2 below) and Bid Securing Declaration/ Bid Security (if required under Data Sheet 12.2 below)</li> <li>(2) TECH-1</li> <li>(3) TECH-2</li> <li>(4) TECH-3</li> <li>(5) TECH-4</li> <li>(6) TECH-5</li> <li>(7) TECH-6</li> </ul> <p style="text-align: center;"><b>OR</b></p> <p><b><u>For SIMPLIFIED TECHNICAL PROPOSAL (STP):</u></b></p> <ul style="list-style-type: none"> <li>(1) Power of Attorney to sign the Proposal Integrity Pact (if required</li> </ul>

	<p>under Data Sheet 10.2 below) and Bid Securing Declaration/ Bid Security (if required under Data Sheet 12.2 below)</p> <p>(2) TECH-1</p> <p>(3) TECH-4</p> <p>(4) TECH-5</p> <p>(5) TECH-6</p> <p>AND</p> <p><b>The Financial Proposal comprising:</b></p> <p>(1) FIN-1</p> <p>(2) FIN-2</p> <p>(3) FIN-3</p> <p>(4) FIN-4</p>
<b>10.2</b>	<p><b>Integrity Pact is required: Yes.</b></p> <p><i>[Make sure to include paragraph (f) in Form TECH-1]</i></p>
<b>11.1</b>	<p><b>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible: Yes.</b></p>
<b>12.1</b>	<p><b>Proposals shall be valid for 180 days calendar days i.e. until <i>[insert day, month and year]</i>.</b></p>
<b>12.2</b>	<p><b>&lt;Choose one of the following options as appropriate and insert &gt;</b></p> <p>Bid Securing Declaration or Bid Security is not applicable.</p> <p><b>[or]</b></p> <p>The Consultant shall furnish a bid security in the amount of: _____ and in the form of Bank Guarantee in the format specified in Section 3 or in the form of _____</p> <p><b>[or]</b></p> <p>The Consultant shall furnish a Bid-Securing Declaration in the format specified in Section 3.</p>
<b>13.1</b>	<p><b>Clarifications may be requested online no later than seven(7)days prior to the bid submission deadline.</b></p>

	<p>The system will also send auto-e-mail regarding hosting of query and response to Consultants who have started working on the RFP. The Consultants shall remain responsible to view query and response thereto. <i>[Note: may modify or delete as applicable]</i></p> <p><i>For <b>clarification purposes</b> only, the Employers address is:-</i></p> <p><b>Attention: General Manager (Civil Contracts)</b></p> <p><b>Address: HPPCL ,Himfed Building, BCS, New Shimla, Himachal Pradesh, India- 171009.</b></p> <p><b>Telephone: +91177-2671915</b></p>
<b>13.1.1</b>	<p>The Client will host the amendment to RFP, if any on the e-procurement portal at <a href="https://www.tenderwizard.in/HPPCL">https://www.tenderwizard.in/HPPCL</a> any time prior to the submission deadline.</p> <p>The system will also send auto-e-mail regarding hosting of amendment to Consultants who have started working on the RFP. The Consultants shall remain responsible to view amendment to RFP. <i>[Note: kindly modify or delete as applicable]</i></p>
<b>14.1.2</b> (do not use for Fixed Budget method)	<p><i>[If not used, state "Not applicable". If used, insert the following:</i></p> <p><b>Estimated input of Key Experts' time-input: _____person-months.</b></p> <p><i>[OR]</i></p> <p><b>Estimated total cost of the assignment: _____</b></p> <p><i>[Indicate only either time input (in person-month) or total cost, but not both!]</i></p>
<b>14.1.3</b> for time- based contracts only	<p><i>[If not used, state "Not applicable". If used, insert the following:</i></p> <p><b>The Consultant's Proposal must include <u>the minimum</u> Key Experts' time-input of _____person-months.</b></p> <p><b>For the evaluation and comparison of Proposals only:</b> if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) is calculated as follows:</p> <p>The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.</p>
<b>14.1.4 and 26.2</b>	<p><b>The total available budget for this Fixed-Budget assignment is: _____ (inclusive or exclusive of GST). Proposals exceeding the</b></p>

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use for Fixed Budget method	<p><b>total available budget will be rejected.</b></p> <p><i>[If inclusive, indicate GST estimates separately]</i></p>
15.2	<p><b>The format of the Technical Proposal to be submitted is:</b></p> <p>FTP _____ or STP _____ <i>[check the applicable format].</i></p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
16.1	<p><i>[A sample list of reimbursable expenses is provided below for guidance and the applicable items from the list may be indicated here. Items that are not applicable should be deleted, others may be added. If the Client wants to set up maximum ceilings for unit rates of certain type of expenses, such ceilings should be indicated in the FIN forms.</i></p> <ol style="list-style-type: none"> <li><i>(1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</i></li> <li><i>(2) cost of travel by the most appropriate means of transport and the most direct practicable route;</i></li> <li><i>(3) cost of office accommodation, including overheads and back-stop support;</i></li> <li><i>(4) communications costs;</i></li> <li><i>(5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</i></li> <li><i>(6) cost of reports production (including printing) and delivering to the Client;</i></li> <li><i>(7) other allowances where applicable and provisional or fixed sums (if any)]</i></li> <li><i>(8) [insert relevant type of expenses, if/as applicable]</i></li> </ol>
16.3	<p><b>A price adjustment provision applies to remuneration rates: No.</b></p> <p><i>Or</i></p> <p><i>[Indicate here the price adjustment provision. A sample provision is given herein which may be modified and considered as appropriate:</i></p> <p><i>Remuneration (per person-month charges for Experts) paid in Indian Rupee pursuant to the rates set forth in Contract shall be adjusted every 12 months (and, for the first time, with effect from the remuneration earned in 12th months after the calendar month of the deadline for submission and receipt of Proposals through the e-Procurement system as per ITC 17.7 including</i></p>

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	<p>any extensions thereto), by applying the following formula:</p> $R_l = R_{l_0} \times \left[ \frac{I_l}{I_{l_0}} \right]$ <p>where</p> <p><math>R_l</math> is the adjusted remuneration;</p> <p><math>R_{l_0}</math> is the remuneration payable on the basis of the remuneration rates as per the Contract in Indian Rupee;</p> <p><math>I_l</math> is the average of the the All India All Groups Consumer Price Indices (Urban) published by Ministry of Statistics and Program Implementation, Government of India for the 12 month period preceding the month from which the adjustment is to have effect as aforesaid; and</p> <p><math>I_{l_0}</math> is the the All India All Groups Consumer Price Indices (Urban) published by Ministry of Statistics and Program Implementation, Government of India for the month immediately preceding the month of the deadline for submission and receipt of Proposals through the e-Procurement system as per ITC 17.7 including any extensions thereto. ]</p>
16.4	<p><b>Information on the Consultant's tax obligations in India can be found from the Ministry of Finance, Government of India website <a href="http://finmin.nic.in">http://finmin.nic.in</a> [modify reference to the appropriate official source, as appropriate]</b></p> <p>Consultants and their Sub-consultants and Experts are responsible for payment of all taxes as applicable in India.</p> <p>The Client will, however reimburse on proof of submission with relevant Government Authority, the Goods &amp; Services Tax (GST) payable on the Consultant's invoice for direct transactions between the Client and the Consultant, as per Applicable Law in India. Statutory deductions of taxes at source (TDS), however, shall be made as applicable.</p> <p>The above only are to be shown separately in the Financial Proposal.</p>
16.5	<p><b>The Financial Proposal shall be submitted in Indian Rupees.</b></p>
16.6	<p><b>Payments under the Contract shall be made in Indian Rupees.</b></p>

## C. Submission, Opening and Evaluation

17.1	<p><b>Electronic –Procurement System</b></p> <p>The Client shall use the following electronic-procurement system to manage this Request for Proposal (RFP) process:</p> <p><b><i>https://www.tenderwizard.in/HPPCL</i></b></p> <p>The electronic-procurement system shall be used to manage the following part of the RFP process:</p> <p><b><i>[list the parts of process e.g. issuing RFP, submissions of Proposals, opening of Proposals etc.]</i></b></p>
	<p><b>The electronic submission procedures shall be as follows:</b></p> <p><i>[Insert the following as appropriate with suitable modifications]</i></p> <p>The Consultants shall submit their Proposals (both Technical and Financial) electronically on the specified e-procurement system, following the procedure given below. Detailed guidelines for viewing proposals and for online submission are given on the website:</p> <p>(a) To participate in the e-tendering process, it is mandatory for the consultants to have enrolment/registration in the website, and valid Class ... <i>[insert as required for the e-procurement system, usually Class II/III(DSC) with signing + Encryption]</i> Digital Signature Certificate (in the name of person who will sign the proposal) in the form of smart card/e-token, obtained from any of the licensed Certifying Agency authorized by the Government of India. Consultants can see the list of licensed CAs from the link <a href="http://www.cca.gov.in">www.cca.gov.in</a> <i>[modify the link or refer to the source where such list can be found, if required]</i></p> <p>(b) The consultant should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The consultant can then login the website through the secured login by entering the password of the e-token &amp; the user id/ password chosen during registration.</p> <p>(c) The size of individual files containing the documents comprising the Proposal(s) shall not exceed 10 MB and there is no limit on the number of files to be uploaded. <i>[modify, if required]</i></p> <p><i>[Note for Consultants: For online submission of proposals, the Consultants shall fill up online, the forms that are available for online filling on the e-portal. The rest of the forms shall be download by the Consultants and filled</i></p>

	<p><i>up. The filled-up pages shall then be digitally signed, scanned and uploaded on the e-procurement portal along with the scanned copies of the supporting documents.]</i></p>
17.3	<p><i>[Insert the following if no document is required to be submitted in hard copy, else specify the documents to be submitted in hard copy and the address for submission]</i></p> <p>No documents forming part of the Proposal are required to be submitted in hard copy in person. However, if necessary, The Client, during the process of evaluation of Technical Proposal, require the Consultant to submit the hard copy of the documents forming part of the Technical Proposal, as have been submitted by the Consultant through the e-Procurement system.</p> <p><i>&lt; Following requirements are suggested as examples of documents in hard copy and can be included by the Client if appropriate:</i></p> <p><i>The Consultants are required to submit hard copy in original of the documents listed below, in original, along with the Technical Proposal:</i></p> <ul style="list-style-type: none"> <li><i>(i) Bid Security or Bid Securing Declaration as appropriate</i></li> <li><i>(ii) Tender Fee Instrument</i></li> <li><i>(iii) Integrity Pact</i></li> </ul> <p><i>For submission of above specified documents, the Purchaser's address is:</i></p> <p><i>Attention: .....[insert full name of person, if applicable]</i></p> <p><i>Street Address: .....[insert street address and number]</i></p> <p><i>Floor/ Room number: .....[insert floor and room number, if applicable]</i></p> <p><i>City: .....[insert name of city or town]</i></p> <p><i>PIN Code:</i></p> <p><i>Country: INDIA&gt;</i></p>
17.7	<p><b>The Proposals must be uploaded on the specified e-procurement system/ portal <a href="https://www.tenderwizard.in/HPPCL">https://www.tenderwizard.in/HPPCL</a> and the documents specified in ITC17.3 in hard must be submitted in person or by post/ courier no later than:</b></p> <p><b>Date:</b> ____ day/month/year <i>[for example, 15 January 2020]</i></p> <p><b>Time:</b> ____ <i>[insert time in 24h format, for example, "16:00 local time"]</i></p>

19.1	<p><b>The procedure for online opening of technical proposals and the envelope containing the documents specified in ITC17.3 in hard copy,shall be:</b><i>Technical proposal will be opened on the e-procurement portal and the envelope containing the documents specified in ITC17.3 in hard copy will be opened in person, by the Client at the date and time indicated below.</i></p> <p><b>Date:</b> <i>same as the submission deadline indicated in 17.7.</i></p> <p><b>Time:</b> <i>[insert time in 24h format, for example – “16:00 local time]</i>  <i>[The time should be immediately after the time for the submission deadline stated in 17.7]</i></p> <p><i>[Indicate if an option for Consultants’ participation in person at the opening is provided by inserting the following:</i></p> <p><b>Consultants have an option to attend the opening of the Technical Proposalsand the envelope containing the documents specified in ITC17.3 in hard copy,in person. The opening shall take place at:</b></p> <p><i>Date:</i></p> <p><i>Time:</i></p> <p><b>Location: Conference Hall, HPPCL , Himfed Building, BCS, New -Shimla, Himachal Pradesh, India- 171009.</b></p> <p>In the event of the specified date of proposal opening being declared a holiday for the Client, the proposals will be opened at the appointed time and location on the next working day</p>
19.2	<p><b>In addition, the following information will be read aloud at the opening of the Technical Proposals: N/A</b></p>
21.1 [for Full Technical Proposal (FTP)]	<p>Consultants’ Technical Proposal shall be evaluated in two parts. Part A (as mentioned below) shall be the mandatory criteria that the consultants must meet. Technical Proposals of Consultants who do not meet the criteria in Part A, shall not be further evaluated, and the proposal shall be rejected. Technical Proposal of Consultants, who meet the criteria in Part A, shall be evaluated further using the scoring scheme contained in Part B below.</p>

**Part A: Mandatory Criteria:**

S. No:	Criteria	Documents Required
1.	<e.g. minimum number of years of operations>	
2.	<e.g. minimum financial turnover>	

**Part B: Evaluation Criteria:**

Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:

Points

- (i) **Specific experience of the Consultant (as a firm) relevant to the Assignment:** [10 - 30]
- (ii) **Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):** [20 - 50]

*[Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts]*

**(iii) Key Experts' qualifications and competence for the Assignment:**

*{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}*

- a) *Position K-1: [Team Leader]* [Insert points]
- b) *Position K-2: [Insert position title]* [Insert points]
- c) *Position K-3: [Insert position title]* [Insert points]

**Total points for criterion (iii): [30 - 60]**

The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:

- 1) General qualifications (general education, training, and experience):  
\_\_\_\_\_ [insert weight between 10 and 20 %]
- 2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments): [insert weight between 60

	<p><i>and 80%]</i></p> <p>3)<i>[If relevant to the task, add the 3d sub-criterion: Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.):</i> <i>[insert weight between 0 and 10 %]</i></p> <p style="text-align: right;">Total weight: 100%</p> <p>(iv) <b>Transfer of knowledge (training) program</b> (relevance of approach and methodology): <i>[normally, not to exceed 10 points]</i></p> <p style="text-align: right;"><b>Total points for criterion (iv):</b> <i>[0 – 10]</i></p> <p><b>Total points for the four criteria:</b> 100</p> <p><b>The minimum technical score (St) required to pass is : 75</b> <i>[The indicative range is 70 to 85 on a scale of 1 to 100]</i></p>									
21.1 [for Simplified Technical Proposal (STP)]	<p>Consultants’ Technical Proposal shall be evaluated in two parts. Part A (as mentioned below) shall be the mandatory criteria that the consultants must meet. Technical Proposals of Consultants who do not meet the criteria in Part A, shall not be further evaluated, and the proposal shall be rejected. Technical Proposal of Consultants, who meet the criteria in Part A, shall be evaluated further using the scoring scheme contained in Part B below.</p> <p><b>Part A: Mandatory Criteria:</b></p> <table><tr><td>S. No:</td><td>Criteria</td><td>Documents Required</td></tr><tr><td>1.</td><td>&lt;e.g. minimum number of years of operations&gt;</td><td></td></tr><tr><td>2.</td><td>&lt;e.g. minimum financial turnover&gt;</td><td></td></tr></table> <p><b>Part B: Evaluation Criteria:</b></p> <p>Criteria, sub-criteria, and point system for the evaluation of the Simplified Technical Proposals are:</p> <p style="text-align: right;"><u>Points</u></p> <p>(i) <b>Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference:</b></p> <p style="text-align: right;">Total points for criterion (i): <i>[20 - 40]</i></p>	S. No:	Criteria	Documents Required	1.	<e.g. minimum number of years of operations>		2.	<e.g. minimum financial turnover>	
S. No:	Criteria	Documents Required								
1.	<e.g. minimum number of years of operations>									
2.	<e.g. minimum financial turnover>									

	<p><b>(ii) Key Experts' qualifications and competence for the Assignment:</b></p> <p><i>{Notes to Consultant: each position number corresponds to the same for Key Experts in Form TECH-6 to be prepared by the Consultant}</i></p> <p>a) Position K-1: [Team Leader] [Insert points]</p> <p>b) Position K-2: [Insert position title] [Insert points]</p> <p>c) Position K-3: [Insert position title] [Insert points]</p> <p>Total points for criterion (ii): [60-80]</p> <p><b>Total points for the two criteria: 100</b></p> <p><b>The minimum technical score (St) required to pass is: 75</b></p> <p><i>[The indicative range is 70 to 85 on a scale of 1 to 100]</i></p>
	<p align="center"><b>Public Opening of Financial Proposals</b></p>
25.1	<p>For the purpose of the evaluation, the Client will exclude: GST levied on the contractor's invoices in respect of direct transactions between the Client and the Consultant.</p> <p>If a Contract is awarded, at Contract negotiations, the aforesaid taxes and other withholding taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and identified in the Contract, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.</p>
26.1 (QCBS only)	<p><b>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</b></p> <p><b>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</b></p> <p><math>Sf = 100 \times Fm / F</math>, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.</p> <p><i>[or replace with another inversely proportional formula acceptable to the Client]</i></p> <p><b>The weights given to the Technical (T) and Financial (P) Proposals are:</b></p> <p><b>T = 80%</b></p> <p><b>P = 20%</b></p> <p><i>[or replace the weights as considered appropriate by the Client]</i></p> <p>Proposals are ranked according to their combined technical (St) and financial</p>

	(Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = S_t \times T\% + S_f \times P\%$ .
	<b>D. Discussion/ Negotiations and Award</b>
<b>27.1</b>	<p><b>Expected date and address for contract discussions/ negotiations:</b></p> <p><b>Date:</b> _____ day/month/year <i>[for example, 15 June 2020]</i></p> <p><b>Address: General Manager (Civil Contracts), HPPCL, Himfed Building, BCS, New Shimla, Himachal Pradesh, INDIA, Zip code- 171009.</b></p>
<b>29.4</b>	<p><b>&lt; insert the following if applicable otherwise mention: Not Applicable &gt;</b></p> <p>The Contract Award Notice shall be published on a National website (GoI website <a href="http://tenders.gov.in">http://tenders.gov.in</a> and/or GoI Central Public Procurement Portal <a href="https://eprocure.gov.in/cpppp/">https://eprocure.gov.in/cpppp/</a>) and/or Government of Himachal Pradesh website &lt; <b>www.hppcl.in</b> &gt; or on the Purchaser's website &lt; <i>insert the website address</i> &gt; with free access if available, or in the official gazette.</p>
<b>30.2</b>	<p><b>Expected date for the commencement of the Services:</b></p> <p><b>Date:</b> _____ <i>[insert month and year]</i> <b>at:</b> _____ <i>[insert location]</i></p> <p><b>Estimated time period for the engagement of the successful Consultant for the Services:</b> _____ <i>[insert months]</i></p>
<b>30.3</b>	<p><i>[insert either of the following as appropriate]</i></p> <p>Performance Security is not required to be furnished.</p> <p><i>[Or]</i></p> <p>Performance Security is required to be furnished within <i>[insert no of days]</i> Business Days from the date of notification of Award as per details below.</p> <p><b>Amount of Performance Security:</b> 10 % of the Contract Price.</p> <p><b>Form of Performance Security:</b> in the form of Bank Guarantee from a reputed Bank in India acceptable to the Client, in the format specified in Section 6.</p> <p>The performance security of a joint venture shall be in the name of joint venture</p>

Consulting Services: [insert name of the Assignment] ([abbreviated name]) for [Name of Project] Assignment/ Contract Identification No: [insert the identification no.] and RFP No.[insert the RFP no.]



# Volume- 1: RFP Procedures and Proposal Forms

## Part I Section 3: Technical Proposal-Standard Forms

Volume	Part	Section No	Content
Volume -1 (RFP Procedures and Proposal Forms)		1	Request for Proposal Letter/ Letter of Invitation
	I	2	Instructions to Consultants (ITC) and Data Sheet
	II	3	Technical Proposal – Standard Forms
		4	Financial Proposal – Standard Forms
Volume -2 (Terms of Reference)	I	5	Terms of Reference
Volume -3 (Conditions of Contract and Contract Forms)	I	6	Conditions of Contract and Contract Forms

## Section 3. Technical Proposal – Standard Forms

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

### 1. CHECKLIST OF REQUIRED FORMS

Required for FTP or STP ✓		FORM	DESCRIPTION	
FTP	STP			
✓	✓	TECH-1	Technical Proposal Submission Form.	
✓If applicable		TECH-1 Attachment	If joint venture is permitted as per ITC 6.5 and the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
✓If applicable		TECH-1 Attachment	Power of Attorney.No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
✓If applicable		TECH-1 Attachment	Bid Security/ Bid Securing Declaration. As per specified format	
✓If applicable		TECH-1 Attachment	Bid Security/ Bid Securing Declaration. As per specified format	
✓		TECH-2	Consultant's Organization and Experience	
✓		TECH-2A	A. Consultant's Organization	
✓		TECH-2B	B. Consultant's Experience	
✓		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
✓		TECH-3A	A. On the Terms of Reference	
✓		TECH-3B	B. On the Counterpart Staff and Facilities	
✓	✓	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
✓	✓	TECH-5	Work Schedule and Planning for Deliverables	
✓	✓	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	

**All pages of the Technical and Financial Proposal shall be signed by the same authorized representative of the Consultant who signs the Proposal.**

Consulting Services: [insert name of the Assignment] ([abbreviated name]) for [Name of Project]  
Assignment/ Contract Identification No: [insert the identification no.] and RFP No.[insert the RFP no.]

**2. FORM TECH-1****TECHNICAL PROPOSAL SUBMISSION FORM**

{Location, Date}

To: *[Name and address of Client]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposals (RFP) dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal.

{If joint venture is permitted and the Consultant is a joint venture, insert the following: We are submitting our Proposal as a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR

If the Consultant’s Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and address of each Sub-consultant.}

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Client.
- (b) Our Proposal shall be valid and remain binding upon for the period of time specified in the Data Sheet, ITC 12.1. {If Bid Securing Declaration or Bid Security is applicable as per Data Sheet, ITC 12.2, insert the following: We also hereby submit the *[insert Bid Securing Declaration or Bid Security as applicable]*, as per ITC 12.2 attached to our Technical Proposal}.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the provisions in regard to Fraud and Corruption as per ITC 5. {If Integrity Pact is applicable as per Data Sheet, ITC 10.2,

Consulting Services: *[insert name of the Assignment] ([abbreviated name])* for *[Name of Project]*  
Assignment/ Contract Identification No: *[insert the identification no.]* and RFP No. *[insert the RFP no.]*

insert the following: We also hereby submit the Integrity Pact, attached to our Technical Proposal}.

- (e) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in India.
- (f) Except as stated in the Data Sheet, ITC 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 12 and ITC 27.4 may lead to the termination of Contract negotiations and shall constitute sufficient ground for action against us as per the Bid Securing Declaration or for forfeiture of Bid Security as may be applicable.
- (h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in ITC 30.2 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

Attachments:

- 1. Bid Securing Declaration/ Bid Security**
- 2. Integrity Pact**
- 3. Power of Attorney of proposal/ Bid Signatory**
- 4. Letter of intent to form a joint venture or the JV agreement, as applicable.**

We remain,

Yours sincerely,

\_\_\_\_\_  
Signature (of Consultant's authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company's name or JV's name):

Capacity: {insert the person's capacity to sign for the Consultant}

Address: {insert the authorized representative's address}

Phone/fax: {insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address}\_\_\_\_\_

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

\_\_\_\_\_  
Consulting Services: [insert name of the Assignment] ([abbreviated name]) for [Name of Project] Assignment/ Contract Identification No: [insert the identification no.] and RFP No.[insert the RFP no.]

**Attachment to Form TECH-1**

**BID SECURING DECLARATION/ BID SECURITY  
(ATTACH FORMAT IF APPLICABLE)**

**Attachment to Form TECH-1**

**INTEGRITY PACT  
(ATTACH FORMAT IF APPLICABLE)**

**Attachment to Form TECH-1**

**POWER OF ATTORNEY OF PROPOSAL/ BID SIGNATORY**

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Consulting Services: [insert name of the Assignment] ([abbreviated name]) for [Name of Project]  
Assignment/ Contract Identification No: [insert the identification no.] and RFP No.[insert the RFP no.]

**Attachment to Form TECH-1**

**LETTER OF INTENT TO FORM A JOINT VENTURE OR THE JV AGREEMENT, AS  
APPLICABLE**

### 3. FORM TECH-2(FOR FULL TECHNICAL PROPOSAL ONLY)

#### CONSULTANT'S ORGANIZATION AND EXPERIENCE

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Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, if permitted as per ITC, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

##### A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership.

##### B - Consultant's Experience

---

1. List only previous similar assignments successfully completed in the last [.....] years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture members. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

<b>Duration</b>	<b>Assignment name/&amp; brief description of main deliverables/outputs</b>	<b>Name of Client &amp; Country of Assignment</b>	<b>Approx. Contract value (in Rs.)/ Amount paid to your firm</b>	<b>Role on the Assignment</b>
{e.g., Jan.2009–Apr.2010}	{e.g., “Improvement quality of.....”: designed master plan for rationalization of .....; }	{e.g., Ministry of ....., country}	{e.g., Rs.1 mill/Rs. 0.5 mill}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2008}	{e.g., “Support to sub-national government.....”: drafted secondary level regulations on.....}	{e.g., municipality of....., country}	{e.g., Rs. 0.2 mil/Rs. 0.2 mil}	{e.g., sole Consultant}

Consulting Services: [insert name of the Assignment] ([abbreviated name]) for [Name of Project] Assignment/ Contract Identification No: [insert the identification no.] and RFP No.[insert the RFP no.]

#### **4. FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)**

##### **COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT**

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Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

##### **A - On the Terms of Reference**

{improvements to the Terms of Reference, if any}

##### **B - On Counterpart Staff and Facilities**

{comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

## 5. FORM TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)

### DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

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Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal (in FTP format):

- a) Technical Approach and Methodology
  - b) Work Plan
  - c) Organization and Staffing}
- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}
- b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

**FORM TECH-4 (FOR SIMPLIFIED TECHNICAL PROPOSAL ONLY)****DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN FOR  
PERFORMING THE ASSIGNMENT**

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Form TECH-4: a description of the approach, methodology, and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal}

- a) **Technical Approach, Methodology, and Organization of the Consultant's team.**  
{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TORs in here.}
- b) **Work Plan and Staffing.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) **Comments (on the TOR and on counterpart staff and facilities)**  
{Your suggestions should be concise and to the point, and incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}

## WORK SCHEDULE AND PLANNING FOR DELIVERABLES

[illegible]

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

Consulting Services: [insert name of the Assignment] (abbreviated name)) for [Name of Project] Assignment/ Contract Identification No: [insert the identification no.] and RFP No.[insert the RFP no.]

7. FORM TECH-6(FOR FTP AND STP)

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)							Total time-input (in Months)		
		Position	D-1	D-2	D-3	.....	D-...		Home	Field	Total
KEY EXPERTS											
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[Home] [Field]	[2 month] [0.5 m]	[1.0] [2.5]	[1.0] [0]					
K-2											
K-3											
n											
							Subtotal			8.	
NON-KEY EXPERTS											
N-1			[Home] [Field]								
N-2											
n											
							Subtotal			9.	
							Total				

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.

Consulting Services: [insert name of the Assignment] ([abbreviated name]) for [Name of Project] Assignment/ Contract Identification No: [insert the identification no.] and RFP No.[insert the RFP no.]

- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3 “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Client’s country or any other country outside the expert’s country of residence.



Full time input



Part time input

Consulting Services: [insert name of the Assignment] (abbreviated name)) for [Name of Project] Assignment/ Contract Identification No: [insert the identification no.] and RFP No.[insert the RFP no.]

## FORM TECH-6 (CONTINUED)

### CURRICULUM VITAE (CV)

<b>Position Title and No.</b>	{e.g., K-1, TEAM LEADER}
<b>Name of Expert:</b>	{Insert full name}
<b>Date of Birth:</b>	{day/month/year}
<b>Country of Citizenship/Residence</b>	

**Education:** {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

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**Employment record relevant to the assignment:** {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of ....., advisor/consultant to...  For references: Tel...../e-mail.....; Mr. Hbbbbbb, deputy minister]		

Membership in Professional Associations and Publications:

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Language Skills (indicate only languages in which you can work): \_\_\_\_\_

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Consulting Services: [insert name of the Assignment] ([abbreviated name]) for [Name of Project] Assignment/ Contract Identification No: [insert the identification no.] and RFP No.[insert the RFP no.]

**Adequacy for the Assignment:**

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved}	

**Expert's contact information:** (e-mail ....., phone.....)

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Client.

{day/month/year}

Name of Expert

Signature

Date

{day/month/year}

Name of authorized  
Representative of the Consultant  
(the same who signs the Proposal)

Signature

Date

Consulting Services: [insert name of the Assignment] ([abbreviated name]) for [Name of Project]  
Assignment/ Contract Identification No: [insert the identification no.] and RFP No.[insert the RFP no.]

# **Volume- 1: RFP Procedures and Proposal Forms**

## **Part I Section 4: Financial Proposal-Standard Forms**

Volume	Part	Section No	Content
Volume -1 (RFP Procedures and Proposal Forms)	I	1	Request for Proposal Letter/ Letter of Invitation
		2	Instructions to Consultants (ITC) and Data Sheet
	II	3	Technical Proposal – Standard Forms
		4	Financial Proposal – Standard Forms
Volume -2 (Terms of Reference)	I	5	Terms of Reference
Volume -3 (Conditions of Contract and Contract Forms)	I	6	Conditions of Contract and Contract Forms

## Section 4. Financial Proposal - Standard Forms

{*Notes to Consultant* shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

- |       |  |
|-------|--|
| FIN-1 | Financial Proposal Submission Form   |
| FIN-2 | Summary of Costs   |
| FIN-3 | Breakdown of Remuneration, including Appendix A “Financial Discussions and Negotiations - Breakdown of Remuneration Rates” in the case of QBS method |
| FIN-4 | Reimbursable expenses  |

## FORM FIN-1

### FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of Rs. \_\_\_\_\_ {Insert amount in words and figures}, [Insert "including" or "excluding"] of GST in accordance with ITC 25.1 in the Data Sheet. The estimated amount of GST is Rs. \_\_\_\_\_ {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract discussions and negotiations, for the period of time specified in the Data Sheet, ITC 12.1.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Purpose of Commission Currency or Gratuity
_____	_____
_____	_____

{If no payments are made or promised, add the following statement: "No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution."}

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

\_\_\_\_\_  
Signature (of Consultant's authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Consulting Services: [insert name of the Assignment] ([abbreviated name]) for [Name of Project]  
Assignment/ Contract Identification No: [insert the identification no.] and RFP No. [insert the RFP no.]

Name of Consultant (company's name or JV's name):

Capacity: {insert the person's capacity to sign for the Consultant}

Address: {insert the authorized representative's address}

Phone/fax: {insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address}\_\_\_\_\_

{For a joint venture, if permitted as per ITC, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

**FORM FIN-2 SUMMARY OF COSTS**

Item	Cost(in Indian Rupees)
<b>Cost of the Financial Proposal</b>	
Including:	
(1) Remuneration	
(2) Reimbursable	
<b>Total Cost of the Financial Proposal:</b> {Should match the amount in Form FIN-1}	
<b>GST Tax Estimates – to be discussed and finalized at the discussions and negotiations if the Contract is awarded</b>	
<b>Total Estimate for GST:</b>	

**Note:**

- 1) Payments will be made in the currency expressed above (Reference to ITC 16.6).
- 2) Remuneration includes all costs excluding reimbursable expenses as per ITC 16.1, Data Sheet and taxes, duties and levies reimbursable/ payable by the Client as per ITC 16.4.
- 3) Proposed Costs is in accordance with ITC 16.1 to 16.6

Consulting Services: [insert name of the Assignment] ([abbreviated name]) for [Name of Project] Assignment/ Contract Identification No: [insert the identification no.] and RFP No.[insert the RFP no.]

FORM FIN-3 BREAKDOWN OF REMUNERATION

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract’s ceiling amount; to calculate applicable taxes at contract discussions and negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts.

When used for Time-Based contract assignment, Information to be provided in this form and the rate/ charges/ costs quoted in this Form shall be used to demonstrate the basis for the calculation of the Contract’s ceiling amount; to calculate GST payable/ reimbursable by Client; and to establish payments to the Consultant for services rendered under the Contract and shall be used as the basis for payments under the Contract.

A. Remuneration					
No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	Total in Rs.
Key Experts					
K-1			[Home]		
			[Field]		
K-2					
Non-Key Experts					
N-1			[Home]		

Consulting Services: [insert name of the Assignment] ([abbreviated name]) for [Name of Project] Assignment/ Contract Identification No: [insert the identification no.] and RFP No.[insert the RFP no.]

Total Costs (Rs.)

Consulting Services: [insert name of the Assignment] ([abbreviated name]) for [Name of Project] Assignment/ Contract Identification No: [insert the identification no.] and RFP No.[insert the RFP no.]

## Appendix A. Financial Discussions and Negotiations - Breakdown of Remuneration Rates

### 1. Review of Remuneration Rates

- 1.1. The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. An attached Sample Form can be used to provide a breakdown of rates.
- 1.2. If the RFP requests submission of a technical proposal only, the Sample Form is used by the selected Consultant to prepare for the discussions and negotiations of the Contract. If the RFP requests submission of the financial proposal, the Sample Form shall be completed and attached to the Financial Form-3. Agreed (at the discussions and negotiations) breakdown sheets shall form part of the discussed and negotiated Contract and included in its Appendix D or C.
- 1.3. At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.
- 1.4. Rate details are discussed below:
  - (i) Salary is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).
  - (ii) Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.
  - (iii) Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.
  - (iv) Cost of Leave. The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

$$\text{Leave cost as percentage of salary} = \frac{\text{total days leave} \times 100}{[365 - w - ph - v - s]}$$

Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

Please note that leave can be considered as a social cost only if the Client is not charged for the leave taken.

- (v) Overheads are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff, research, staff training, marketing, etc.), the cost of Consultant's personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.
- (vi) Profit is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.
- (vii) Away from Home Office Allowance or Premium or Subsistence Allowances. Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

## Sample Form

Consultant:  
Assignment:

Country:  
Date:

### Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;
- (b) attached are true copies of the latest pay slips of the Experts listed;
- (c) the away- from- home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

\_\_\_\_\_  
[Name of Consultant]

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Consultant's Representations Regarding Costs and Charges**  
**(Model Form I)**

(Expressed in Rs.)

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Yea r	Social Charge s <sup>1</sup>	Overhead <sup>1</sup>	Subtotal	Profit <sup>2</sup>	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/ Hour	Proposed Fixed Rate p Working Month/Day/t
Home Office									
Client's Country									

1. Expressed as percentage of 1

2. Expressed as percentage of 4

### FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This form shall not be used as a basis for payments under Lump-Sum contracts.

When used for Time-based contract assignments, information provided in this Form shall be used for payment of reimbursable expenses.

B. Reimbursable Expenses					
N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	In Indian Rupees (Rs.)
	{e.g., Per diem allowances**}	{Day}			
	{e.g., International flights}	{Ticket}			
	{e.g., In/out airport transportation}	{Trip}			
	{e.g., Communication costs between Insert place and Insert place}				
	{e.g., reproduction of reports}				
	{e.g., Office rent}				
	.....				
	{Training of the Client's personnel – if required in TOR}				
Total Costs					

**Legend:**

"Per diem allowance" is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Client can set up a ceiling.

## **Volume- 2: Terms of Reference**

### **Part I Section 5: Terms of Reference**

Volume	Part	Section No	Content
Volume -1 (RFP Procedures and Proposal Forms)		1	Request for Proposal Letter/ Letter of Invitation
	I	2	Instructions to Consultants (ITC) and Data Sheet
	II	3	Technical Proposal – Standard Forms
		4	Financial Proposal – Standard Forms
Volume -2 (Terms of Reference)	I	5	Terms of Reference
Volume -3 (Conditions of Contract and Contract Forms)	I	6	Conditions of Contract and Contract Forms

## Section 5. Terms of Reference

*[Sample outline:*

- 1. Background** \_\_\_\_\_
- 2. Objective(s) of the Assignment** \_\_\_\_\_
- 3. Scope of Services, Tasks (Components) and Expected Deliverables**
  - 3.1 \_\_\_\_\_
  - 3.2 *[indicate if downstream work is required]*
  - 3.3 *[indicate if training is a specific component of the assignment]*
- 4. Team Composition & Qualification Requirements for the Key Experts (and any other requirements which will be used for evaluating the Key Experts under Data Sheet 21.1 of the ITC)**

*[If the scope of services of the consultant include design of structural elements, specify appropriate experience and qualifications needed to ensure that the design will be carried out by competent professionals.]*

### **5. Reporting Requirements and Time Schedule for Deliverables**

*[At a minimum, list the following:*

- (a) *format, frequency, and contents of reports;*
- (b) *number of copies, and requirements to electronic submission (or on CD ROM). Final reports shall be delivered in CD ROM in addition to the specified number of hard copies;*
- (c) *dates of submission;*
- (d) *persons (indicate names, titles, submission address) to receive them; etc.*
- (e)

### **6. Client's Input and Counterpart Personnel**

(a) *Services, facilities and property to be made available to the Consultant by the Client:*  
\_\_\_\_\_ *[list/specify]*

(b) *Professional and support counterpart personnel to be assigned by the Client to the Consultant's team:* \_\_\_\_\_ *[list/specify]*

**7.** \_\_\_\_\_ ]

**8.** \_\_\_\_\_ ]

---

Consulting Services: [insert name of the Assignment] ([abbreviated name]) for [Name of Project] Assignment/ Contract Identification No: [insert the identification no.] and RFP No.[insert the RFP no.]

# **Volume- 3: Conditions of Contract and Contract Forms**

## **Part I Section 6: Conditions of Contract and Contract Forms**

Volume	Part	Section No	Content
Volume -1 (RFP Procedures and Proposal Forms)	I	1	Request for Proposal Letter/ Letter of Invitation
		2	Instructions to Consultants (ITC) and Data Sheet
	II	3	Technical Proposal – Standard Forms
		4	Financial Proposal – Standard Forms
Volume -2 (Terms of Reference)	I	5	Terms of Reference
Volume -3 (Conditions of Contract and Contract Forms)	I	6	Conditions of Contract and Contract Forms

## Volume -3

### Part I - Section 6. Conditions of Contract and Contract Forms

*[Notes: Volume 3 includes two types of standard Contract forms for Consulting Services a Time-Based Contract and a Lump-Sum Contract].*

- (i) **Time-Based Contract.** This type of contract is appropriate when it is difficult to define or fix the scope and the duration of the services, either because they are related to activities carried out by others for which the completion period may vary, or because the input of the consultants required for attaining the objectives of the assignment is difficult to assess. In time-based contracts the Consultant provides services on a timed basis according to quality specifications, and Consultant's remuneration is determined on the basis of the time actually spent by the Consultant in carrying out the Services and is based on (i) agreed upon unit rates for the Consultant's experts multiplied by the actual time spent by the experts in executing the assignment, and (ii) reimbursable expenses using actual expenses and/or agreed unit prices. This type of contract requires the Client to closely supervise the Consultant and to be involved in the daily execution of the assignment.*
- (ii) **Lump-Sum Contract.** This type of contract is used mainly for assignments in which the scope and the duration of the Services and the required output of the Consultant are clearly defined. Payments are linked to outputs (deliverables) such as reports, drawings, bill of quantities, bidding documents, or software programs. Lump-sum contracts are easier to administer because they operate on the principle of a fixed price for a fixed scope, and payments are due on clearly specified outputs and milestones. Nevertheless, quality control of the Consultant's outputs by the Client is paramount.*
- (iii) The templates are designed for use in assignments **with consulting.**]*

1.1.1.1.1.1 Time-Based Form of Contract

## **STANDARD FORM OF CONTRACT**

# **Consultant's Services**

## **Time-Based**

---

Consulting Services: [insert name of the Assignment] ([abbreviated name]) for [Name of Project]  
Assignment/ Contract Identification No: [insert the identification no] and RFP No.[insert the RFP no.]

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## CONTRACT FOR CONSULTANT'S SERVICES Time-Based

Project Name \_\_\_\_\_

[Loan/Credit/Grant] No. \_\_\_\_\_

Assignment Title: \_\_\_\_\_

Contract No. \_\_\_\_\_

between

**HIMACHAL PRADESH POWER CORPORATION LIMITED\_**  
*[Name of the Client]*

and

\_\_\_\_\_  
*[Name of the Consultant]*

Dated: \_\_\_\_\_

Consulting Services: [insert name of the Assignment] ([abbreviated name]) for [Name of Project]  
Assignment/ Contract Identification No: [insert the identification no] and RFP No.[insert the RFP no.]

## I. Form of Contract

### TIME-BASED

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

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Client or Recipient]* (hereinafter called the “Client”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

*[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Client”) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the “Consultant”).]*

#### WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”); and
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Remuneration Cost Estimates

Appendix D: Reimbursables Cost Estimates

Appendix E: Form of Advance Payments Guarantee

Appendix F: Form of Performance Security

Appendix G: Integrity Pact

---

Consulting Services: *[insert name of the Assignment]* (*[abbreviated name]*) for *[Name of Project]*  
Assignment/ Contract Identification No: *[insert the identification no]* and RFP No. *[insert the RFP no.]*

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract; Appendix A; Appendix B; Appendix C and Appendix D; and Appendix E. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

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

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[Name of Client]*

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

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

\_\_\_\_\_  
*[Authorized Representative of the Consultant – name and signature]*

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

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

*[Name of the lead member]*

\_\_\_\_\_  
*[Authorized Representative on behalf of a Joint Venture]*

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

## II. General Conditions of Contract

### A. GENERAL PROVISIONS

#### 1. Definitions

- 1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) **“Applicable Law”** means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time.
  - (b) **“Client”** means the implementing agency that signs the Contract for the Services with the Selected Consultant.
  - (c) **“Client’s Country”** is India.
  - (d) **“Client’s Personnel”** refers to the staff, labor and other employees (if any) of the Client engaged in fulfilling the Client’s obligations under the Contract; and any other personnel identified as Client’s Personnel, by a notice from the Client to the Consultant.
  - (e) **“Consultant”** means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
  - (f) **“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).
  - (g) **“Day”** means a working day unless specified as “Business Day”. A Business Day is any day that is an official working day of Client and excludes official public holidays.
  - (h) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
  - (i) **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
  - (j) **“GCC”** means these General Conditions of Contract.
  - (k) **“Government”** means the government of the India and includes State Government of Himachal Pradesh as well as local government.
  - (l) **“GST”** means applicable Goods and Service Tax (GST) under GST Laws. GST Laws means IGST Act, GST (Compensation to the State for Loss of Revenue) Act, CGST Act, UTGST Act and SGST Act, 2017 and all related ancillary legislations and amendments, if any, thereto from time to time.
  - (m) **“Joint Venture (JV)”** means an association with or without a legal personality distinct from that of its members, of more than one

entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

- (n) **“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.
- (o) **“Month”** shall mean the calendar month.
- (p) **“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 and whose CVs are not evaluated individually.
- (q) **“Party”** means the Client or the Consultant, as the case may be, and **“Parties”** means both of them.
- (r) **“SCC”** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (s) **“Services”** means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (t) **“Sexual Exploitation and Abuse” “(SEA)”** means the following:  
**Sexual Exploitation** is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;  
**Sexual Abuse** is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
- (a) **“Sexual Harassment” “(SH)”** is defined as unwelcome sexual advances, requests for sexual favours, and other verbal or physical conduct of a sexual nature by the Experts with other Experts, or Client’s Personnel
- (u) **“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.
- (v) **“Third Party”** means any person or entity other than the Government, the Client, the Consultant, or a Sub-consultant.
- (w) **“week”** shall mean continuous period of seven (7) days.
- (x) **“year”** means 365 days and in case of leap year, “year” means 366 days.

- 1.2. In addition to GCC clause 1.1 above, the words and expressions, if any, stated in **SCC** shall have the meanings therein assigned to them.

## 2. Relationship

- 2.1. Nothing contained herein shall be construed as establishing a

Consulting Services: [insert name of the Assignment] ([abbreviated name]) for [Name of Project]  
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- between the Parties**
- 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.
- 3. Law Governing Contract**      3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 4. Language**      4.1. This Contract has been executed in the language specified in the **SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 5. Headings**      5.1. The headings shall not limit, alter, or affect the meaning of this Contract.
- 6. Communications**      6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such communication including notice, request or consent shall be deemed to have been given or made or served
- a. if delivered in person to an authorized representative of the Party to whom the communication is addressed, at the time of delivery;
  - b. if sent by registered letter to such Party at the address specified in the **SCC**, when the registered letter would, in the ordinary course of post, be delivered whether actually delivered or not;
  - c. if sent by courier service to such Party at the address specified in the **SCC**, (a) 2 (two) Business Days after deposit with an overnight courier if for inland delivery and (b) 5 (five) Business Days after deposit with an international courier if for overseas delivery; and
  - d. if sent by e-mail at the address specified in the **SCC**, when it is sent, provided the sender does not receive an "undeliverable" message (if sent during business hours) or (if not sent during business hours) at the beginning of business hours next following the time of sending of the electronic mail.
- 6.2. A Party may change its address for communication including notice, request or consent hereunder, by giving the other Party any communication of such change to the address specified in

the **SCC**.

- 7. Location**                      7.1.      The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
- 8. Authority of Member in Charge**                      8.1.      In case the Consultant is a Joint Venture, the members named in **SCC** hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 9. Authorized Representatives**                      9.1.      Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials (Authorized Representative) specified in the **SCC**.
- 10. Fraud and Corruption**                      10.1.      The Client and its personnel, as well as firms and individuals participating in procurement activities, including but not limited to Bidders, Consultants, and Contractors, agents, subcontractors, Sub consultants, service providers, sub suppliers, manufacturers (including their respective officers, directors, employees and personnel) under the contracts where the Client is a party, are obliged to and shall observe the highest standard of ethics during the procurement and execution of such contracts in accordance with the Anti-Corruption Guidelines/ Laws/ Policy in force of the Client/ State Government (as amended from time to time). In pursuance of this policy, the Client
- 10.1.1. defines, for the purposes of this provision, the terms set forth below as follows:
- 10.1.1.1. "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- 10.1.1.2. "fraudulent practice" means 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;
- 10.1.1.3. "coercive practice" means 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;
- 10.1.1.4. "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- 10.1.1.5. "abuse" means theft, waste, or improper use of assets related to the Client related activity, either committed intentionally or through reckless disregard;
- 10.1.1.6. "conflict of interest" means any situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations; and
- 10.1.1.7. "integrity violation" is any violation of integrity principles and guidelines (as amended from time to time), under the State Government's/Client's Anticorruption Policy including failure to adhere to the highest ethical standard.
- 10.1.2. will reject a proposal for award if it determines that the Consultant selected/ recommended for award or any of its officers, directors, employees, personnel, sub consultants, subcontractors, service providers, suppliers or manufacturers has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract,
- 10.1.3. will impose remedial actions on a firm or an individual, at any time, in accordance with the State Government's/Client's Anticorruption Policy, including sanctions, ban, debarment or declaring ineligible, either indefinitely or for a stated period of time, to participate in the Client -administered, or -supported procurement activities or to benefit from a Client -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in connection with the procurement process, selection and/or execution of a contract.
- 10.2. All Bidders, Consultants, contractors, suppliers, manufacturers,

service providers, and other third parties engaged or involved in the procurement-related activities and their respective officers, directors, employees and personnel, are obliged to cooperate fully in any investigation by Authorities legally authorized to do so.

- 10.3. All Bidders, Consultants, contractors and suppliers shall require their officers, directors, employees, personnel, agents to ensure that, in its contract with its sub-consultants, subcontractors, and other third parties engaged or involved in the Client -related activities, such sub-consultants, subcontractors, and other third parties similarly are obliged to cooperate fully in any investigation by Authorities when required to do so.
- 10.4. The Client requires the Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, or fee. Failure to disclose such commissions, gratuities, or fees may result in termination of the Contract and/or sanctions by the Client.
- 10.5. Additional provisions in regard to Fraud and Corruption, if any, specified in **SCC** shall also apply.

## **B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

### **11. Effectiveness of Contract and Contract Performance Guarantee**

- 11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.
- 11.2. The Consultant shall furnish Contract Performance Guarantee (CPG) for an amount and in the form specified in **SCC** for rendering/ providing the Services in accordance with the provisions of the Contract. The Consultant shall ensure that the CPG shall initially be valid and enforceable upto and including 90 days after the date of Expiration of the Contract as per **GCC 14.1**. The Consultant shall extend the validity of the CPG from time to time correspondingly if date of Expiration of the Contract is extended and beyond, if so required, till 90 days after the anticipated date that the Services under the Contract will be completed and any defects/ shortcoming remedied.

- 11.2.1. The CPG shall be unconditional and irrevocable. Client shall return the CPG to the Consultant within 21 days after issue of a certificate by Client confirming that the Services under the Contract have been completed in all respect and any defects/ shortcoming remedied.
- 11.2.2. In case the contract is terminated under **GCC 19.1.1 excluding paragraph (e) there under**, CPG shall be forfeited in full.
- 11.2.3. In such an event, if for the balance scope of Services, RFP is issued afresh by Client, the Consultant shall not be eligible to participate in the bidding against such RFP.
- 11.3. Furnishing of CPG and its acceptance by Client shall be a condition precedent for release of any payment due under the Contract.
- 12. Termination of Contract for Failure to Become Effective**
- 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, the Client may, by not less than twenty one (21) days written notice to the Consultant, declare this Contract to be null and void, and in the event of such a declaration, Consultant shall not have any claim against the Client with respect hereto.
- 13. Commencement of Services**
- 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.
- 14. Expiration of Contract**
- 14.1. Unless terminated earlier pursuant to Clause **GCC 19** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.
- 15. Entire Agreement**
- 15.1. This Contract contains all covenants, stipulations, and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations**
- 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services including increase/ decrease in man-days/ man-month/ number requirement of Experts, 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.

## 17. Force Majeure

### a. Definition

- 17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.
- 17.2. 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.
- 17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### b. No Breach of Contract

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

### c. Measures to be Taken

- 17.5. 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.
- 17.6. 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.

- 17.7. 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.
- 17.8. 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.
- 17.9. 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 53 & 54**.

## **18. Suspension**

- 18.1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

## **19. Termination**

- 19.1. This Contract may be terminated by either Party as per provisions set up below:

### **a. By the Client**

- 19.1.1 The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):
- (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 18**;

- (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;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to **Clause GCC 54.1**;
- (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 13**.

19.1.2 if the Consultant, in the judgment of the Client has engaged in Fraud and Corruption, as defined **Clause GCC 10**, 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.

**b. By the Consultant**

19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in following paragraphs of this Clause.

- (a) 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 ninety (90) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to **Clause GCC 54.1**, unless challenged by the Client in an appropriate Court/ form.

**c. Cessation of Rights and Obligations**

19.1.4 Upon termination of this Contract pursuant to **Clauses GCC 12 or GCC 19** hereof, or upon expiration of this Contract pursuant to **Clause GCC 14**, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of

confidentiality set forth in **Clause GCC 22**, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in **Clause GCC 25** and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.

**d. Cessation of Services**

19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to **Clauses GCC 19a or GCC 19b**, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every 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 27 or GCC 28**.

**e. Payment upon Termination**

19.1.6 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 to **Clause GCC 47**;
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, 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.

## **C. OBLIGATIONS OF THE CONSULTANT**

### **20. General**

**a. Standard of Performance**

20.1. 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.

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

20.3. 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.

**b. Law  
Applicable to  
Services**

20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country i.e, India when as a matter of law or official regulations; the Government of India prohibits commercial relations with that country.

**21. Conflict of Interest**

21.1. The Consultant shall provide professional, objective, and impartial advice, at all times holding Client's interests paramount, without any consideration for future work, and that in providing advice the Consultant shall strictly avoid conflicts with other assignments and/or its own corporate interests.

**a. Consultant  
Not to Benefit  
from  
Commissions,  
Discounts, etc.**

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 46 through 51) shall constitute the Consultant's only payment in connection with this Contract and, subject to **Clause GCC 21.1.3**, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Client's Regulations/ Regulations of Government of **Himachal Pradesh**, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the

account of the Client.

- b. Consultant and Affiliates Not to Engage in Certain Activities** 21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, that directly or indirectly controls, is controlled by, or its under common control with that Consultant, as well as any Sub-consultants and any entity affiliated with the Sub-consultant, that directly or indirectly controls, is controlled by, or its under common control 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. This provision does not apply to the various firms (consultants, contractors, or suppliers) which together are performing the contractor's obligations under a turnkey or design and build contract.
- c. Prohibition of Conflicting Activities** 21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- d. Strict Duty to Disclose Conflicting Activities** 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 22. Confidentiality** 22.1. Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
- 23. Liability of the Consultant** 23.1. Subject to additional provisions, if any, set forth in the **SCC**, the Consultant's liability under this Contract shall be as determined under the Applicable Law.
- 24. Insurance to be taken out by the Consultant** 24.1. The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on

terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC**, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in **Clause GCC 13**.

**25. Accounting,  
Inspection and  
Auditing**

25.1. The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs. The Consultant will cooperate with and provide to the Client in any eventuality of requirement, such accounts and records.

**26. Reporting  
Obligations**

26.1. The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.

**27. Proprietary Rights  
of the Client in  
Reports and  
Records**

27.1. 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.

27.2. 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**.

**28. Equipment,  
Vehicles and**

28.1. Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant

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**Materials**

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.

- 28.2. 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.

**29. Code of Conduct**

- 29.1. The Consultant shall have a Code of Conduct for the Experts.
- 29.2. The Consultant shall take all necessary measures to ensure that each Expert is made aware of the Code of Conduct including specific behaviour that are prohibited, and understands the consequences of engaging in such prohibited behaviour.
- 29.3. These measures include providing instructions and documentation that can be understood by the Experts and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.

**30. Forced Labour**

- 30.1. The Consultant, including its Sub consultants, shall not employ or engage forced labour. Forced labour consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements.
- 30.2. No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

**31. Child Labour**

- 31.1. The Consultant, including its Sub consultants, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).
- 31.2. The Consultant, including its Sub consultants, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.
- 31.3. Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:
- (a) with exposure to physical, psychological or sexual abuse;
  - (b) underground, underwater, working at heights or in confined spaces;
  - (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
  - (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
  - (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

**32. Non-Discrimination and Equal Opportunity**

- 32.1. The Consultant shall not make decisions relating to the employment or treatment of Experts on the basis of personal characteristics unrelated to inherent job requirements. The Consultant shall base the employment of Experts on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions, and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.
- 32.2. Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Consultant shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and

children (of working age in accordance with **Clause GCC 31**).

- 33. Training of Experts**
- 33.1. The Consultant shall provide appropriate training/sensitization to the Experts on social aspects of the Contract, including on prohibition of SEA and SH.
- 33.2. The Consultant shall provide training on SEA and SH, including its prevention, to any of its Experts who has a role to supervise other Experts.

## D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

- 34. Description of Key Experts**
- 34.1. The title, agreed job description, minimum qualification, and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.
- 34.2. If required to comply with the provisions of **Clause GCC 20a**, and depending on requirement of the Client as per emerging need, the Client reserves the right to make adjustments with respect to the estimated time-input of Key Experts set forth in **Appendix B** i.e., carry out increase / decrease the man-days/ man-months/ number of the Experts to be deployed under the Contractor require additional Experts to be deployed in areas of expertise other than those specified, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than the percentage specified in **SCC** or, if not specified, **25%**; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in **Clause GCC 46.2** as may be amended by the Client from time to time.
- 34.3. If additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated time-input for the Key Experts may be increased or additional Experts in areas of expertise other than those specified in the Contract may be deployed, by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in **Clause GCC 46.2**, the ceiling shall be amended and signed by the Client and the Consultant from time to time.
- 35. Replacement of Key Experts**
- 35.1. Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.
- 35.2. 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, meet eligibility requirements, and at the same rate of remuneration.

- 35.3. The replacement referred to in **GCC 35.2** will be considered to have equivalent or better qualifications and experience only if on applying the evaluation criteria and sub-criteria and point system mentioned in Section 2 of the **RFP Document** as applicable for that category of Key Expert, the replacement secures technical evaluation score equal to or better than that of the original Key Expert named in the Contract.

In case the replacement secures technical evaluation score less than that of the original Key Expert named in the Contract, the Client may agree to the change provided the Consultant provides a written adequate justification and evidence to the satisfaction of the Client and the replacement is acceptable to Client. However, in such a case the remuneration payable to the replacement shall stand reduced in the same proportion as the technical score secured by the replacement is with respect to the technical score secured by the original Key Expert named in the Contract.

### 36. Approval of Additional Key Experts

- 36.1. If during execution of the Contract, additional Key Experts are required to carry out the Services, upon communication of the same by Client in writing, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). The CV of the additional Key Expert will be evaluated applying the evaluation criteria and sub-criteria and point system mentioned in Section 2 of the **RFP Document** as applicable for the Key Expert at similar level for other position specified in the Contract which requires similar qualifications and experience.
- 36.2. The additional Key Expert shall be considered to have equivalent or better qualifications and experience only if, on applying the evaluation criteria and sub-criteria and point system referred to in **GCC 36.1** as applicable, the additional Key Expert secures technical evaluation score equal to or better than that of the Key Expert at similar level for other positions specified in the Contract.
- 36.3. 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.

- 36.4. In case the additional Key Expert is considered to have equivalent or better qualifications and experience as per **GCC 36.2** above, the rate of remuneration payable to such new additional Key Experts shall be same as the rates for other Key Experts at similar level for other positions specified in the Contract. In case there are more than one Key Experts at similar level for other positions specified in the Contract with different remunerations, the lower of the remunerations shall be payable to the additional Key Expert.
- 36.5. In case the additional Key Expert secures technical evaluation score less than that of the Key Expert at similar level for other positions specified in the Contract, the Client may agree to the change provided the additional Key Expert is acceptable to the Client. However, in such a case the remuneration payable to the additional Key Expert shall stand reduced in the same proportion as the technical score secured by the additional Key Expert is with respect to the technical score secured by the Key Expert at similar level for other positions specified in the Contract.

**37. Removal of Experts or Sub-consultants**

- 37.1. If the Client finds that any of the Experts or Sub-consultant:
- (a) persists in any misconduct or lack of care;
  - (b) carries out duties incompetently or negligently;
  - (c) fails to comply with any provision of the Contract;
  - (d) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Services; or
  - (e) undertakes behaviour which breaches the Code of Conduct;

the Consultant shall, at the Client's written request, provide a replacement.

- 37.2. 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.
- 37.3. Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client and shall be subject to **GCC 35**.
- 37.4. Subject to the requirements in Clause **GCC 37.3**, and notwithstanding any requirement from the Client to request a replacement, the Consultant shall take immediate action as appropriate in response to any violation of **GCC 37.1 (a) through (e)** above. Such immediate action shall include removing (or causing to be removed) from carrying out Services, any Expert who engages in **GCC 37.1 (a) to (e)** above.

**38. Replacement/ Removal of Experts – Impact on Payments**

- 38.1. Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed and shall be subject to **GCC 35**.

**39. Working Hours, Overtime, Leave, etc.**

- 39.1. Working hours and holidays for Experts shall be as applicable for the Client. However, the Client reserves the right to require the presence and services of any one or more of the Key Experts during the said working hours/ holidays. To account for travel time to/from the Client's country, experts carrying out Services inside the Client's

country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Client's country as is specified in **Appendix B**.

- 39.2. 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 B**, and the Consultant's remuneration shall be deemed to cover these items.
- 39.3. Any taking of leave by Key Experts shall be subject to permission of the Client and 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.

## E. OBLIGATIONS OF THE CLIENT

### 40. Assistance and Exemptions

- 40.1. Unless otherwise specified in the **SCC**, the Client shall use its best efforts to:
- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
  - (b) 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.
  - (c) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

### 41. Access to Project Site

- 41.1. The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the wilful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

### 42. Change in the Applicable Law Related to Taxes and Duties

- 42.1. If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties applicable on direct transactions between the Client and the Consultant, which increases or decreases the cost incurred by the Consultant in performing the Services,

then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in **Clause GCC 46.2**, as may be amended from time to time.

**43. Services, Facilities and Property of the Client**

43.1. The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities, and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.

43.2. In case that such services, facilities and property shall not be made available to the Consultant as and when specified in **Appendix A**, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to **Clause GCC 46.3**.

**44. Counterpart Personnel**

44.1. The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.

44.2. If counterpart personnel are not provided by the Client to the Consultant as and when specified in **Appendix A**, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to **Clause GCC 46.3**.

44.3. 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.

**45. Payment Obligation**

45.1. In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant and in such manner as is

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provided by **GCC F** below.

- 45.2. Furnishing of CPG as per **GCC 11.2** shall be a condition precedent for release of any payment due under the Contract.

## F. PAYMENTS TO THE CONSULTANT

- 46. Ceiling Amount**
- 46.1. This shall be based on agreed upon unit rates for the Consultant's Experts as per the Contract multiplied by the actual time spent by the Experts in executing the assignment. An estimate of the cost of the Services is set forth in **Appendix C** (Remuneration) and **Appendix D** (Reimbursable expenses).
- 46.2. Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the **SCC**.
- 46.3. For any payments in excess of the ceilings specified in **GCC 46.2**, an amendment to the Contract shall be signed by the Parties/ issued referring to the provision of this Contract that evokes such amendment.
- 47. Remuneration and Reimbursable Expenses**
- 47.1. The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services in accordance with the Contract but limited to the amount reimbursable as specified in **SCC**.
- 47.2. All payments shall be at the rates set forth in **Appendix C** and **Appendix D**.
- 47.3. Unless the **SCC** provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.
- 47.4. The remuneration rates and charges are inclusive of all costs and shall interalia cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads but shall be considered inclusive in profit), (ii) the cost of backstopping by home office staff not included in the Experts' list in **Appendix B**, (iii) the Consultant's profit(iv) all taxes, duties and levies whatsoever except those reimbursable/ payable by Client as

per **GCC 48.2**, and (iv) any other items as may be applicable but excluding reimbursable expenses reimbursable as per **GCC 47.1** and (iv) any other items as specified in the **SCC**.

- 47.5. Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable remuneration rates and allowances are known.

#### 48. Taxes and Duties

- 48.1. 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**.
- 48.2. As an exception to the above and as stated in the **SCC**, only GST applicable in India on the Services provided by the Consultant are reimbursable to the Consultant or are payable by Client on behalf of the Consultant.

#### 49. Currency of Payment

- 49.1. Any payment under this Contract shall be made in Indian Rupees unless otherwise specified in the **SCC**.

#### 50. Mode of Billing and Payment

- 50.1. **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 E**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal 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 49** and

**GCC 50** for such interval, or any other period indicated in the **SCC**. In case, as per the payment is to be made in any currency other than Indian Rupee i.e., foreign currency, separate invoices shall be submitted for expenses incurred in foreign currency and in Indian Rupee. Each invoice shall show remuneration and reimbursable expenses separately. The reimbursable/payable taxes and duties as per Clause **GCC 48** shall be paid/ reimbursed with the corresponding invoice. The reimbursable as per **GCC 47** shall be paid to the Consultant 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.
- (g) Damages. If the consultant fails to comply with the Contract requirements, the Client shall be entitled to apply damages as stated in the **SCC**. The total amount of the damages shall not exceed 10% of the Contract amount.

- 51. Prompt Payment**      51.1. The Client shall make best efforts and make payment as promptly as possible. However, no interest shall be applicable or payable if the payment gets delayed.

## **G. FAIRNESS AND GOOD FAITH**

- 52. Good Faith**      52.1. The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

## **H. SETTLEMENT OF DISPUTES**

- 53. Amicable Settlement**      53.1. The Parties shall seek to resolve any dispute amicably by mutual consultation.
- 53.2. If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 54.1 shall apply.
- 54. Dispute Resolution**      54.1. 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/conciliation/ arbitration in accordance with the provisions specified in the **SCC**.

### III. Special Conditions of Contract

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.2	<p>&lt;Insert any one of the following as appropriate &gt;</p> <p>Not Applicable</p> <p>[or]</p> <p>The following words and expressions shall have the meanings herein assigned to them:</p> <p>(a).....</p> <p>(b).....</p> <p>(c) .....</p>
4.1	<b>The language is:</b> English.
6.1 and 6.2	<p><b>The addresses are</b> <i>[fill in at negotiations with the selected firm]:</i></p> <p>Client : <b>Himachal Pradesh Power Corporation Ltd.</b></p> <p><b>Regd. Office Address:</b> Himfed Building, BCS, New Shimla, Himachal Pradesh -171009.</p> <p>E-mail (where permitted): _____</p> <p>Consultant : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted) : _____</p>
8.1	<p><i>[Note: If the Consultant consists only of one entity, state "N/A";</i>  OR  <i>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member should be inserted here.]</i></p> <p><b>The Lead Member on behalf of the JV is</b> _____  _____ <i>[insert name of the member]</i></p>
9.1	<p><b>The Authorized Representatives are:</b></p> <p><b>For the Client:</b> <i>[name, title]</i> _____</p>

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	<b>For the Consultant:</b> <i>[name, title]</i> _____
<b>10.5</b>	<i>[insert, if required, additional provisions in regard to Fraud and Corruption. Otherwise, delete this row]</i>
<b>11.1</b>	<p><b>The effectiveness conditions are the following:</b> Signing of Contract by both the parties, after due approvals.</p> <p><i>[modify, if required e.g. to include effectiveness of the any [loan/credit/grant]; receipt by the Consultant of an advance payment, and by the Client of an advance payment guarantee and/or Performance Guarantee etc.]</i></p>
<b>11.2</b>	<p>&lt;Insert the following as appropriate &gt;</p> <p>The Consultant shall provide a Performance Security of _____ per cent of the Contract Price.</p> <p>The Performance Security shall be denominated in the following amounts and currencies: _____</p> <p>The Performance Security shall be in any of the following form and issued by the Nationalized or Scheduled bank located in India:</p> <ul style="list-style-type: none"> <li>(a) an unconditional bank guarantee, or</li> <li>(b) a cashier's or banker's certified cheque, or</li> <li>(c) a crossed bank draft/pay order.</li> </ul> <p>In favor of "<b>Himachal Pradesh Power Corporation Ltd.</b>" payable at Shimla. In the case of an unconditional bank guarantee, the <b>Performance Security</b> shall be submitted by using the Form included in <b>Appendix-F</b> or in such other form as the Client shall have approved in writing.</p>
<b>12.1</b>	<p><b>Termination of Contract for Failure to Become Effective:</b></p> <p><b>The time period shall be 60days.</b><i>[modify, if necessary]</i></p>
<b>13.1</b>	<p><b>Commencement of Services:</b></p> <p><b>The number of days shall be 10 days.</b> <i>[modify, if necessary]</i></p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>

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14.1	<p><b>Expiration of Contract:</b></p> <p>The time period shall be _____ <i>[insert time period, e.g.: twelve months]</i>.</p>
21 b.	<p>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</p> <p>Yes _____ No _____</p>
23.1	<p>&lt;Insert the following as appropriate &gt;</p> <p>No additional provisions.</p> <p>[OR:]</p> <p>The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:</p> <p>"Limitation of the Consultant's Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or wilful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law in India".</p>
24.1	<p>The insurance coverage against the risks shall be as follows:</p>

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Assignment/ Contract Identification No: [insert the identification no] and RFP No.[insert the RFP no.]

	<p>[Note: Delete what is not applicable except (a)].</p> <p>(a) Professional liability insurance, with a minimum coverage of _____ [insert amount and currency which should be not less than the total ceiling amount of the Contract];</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage as per the latest Amended Motor Vehicles Act, India;</p> <p>(c) Third Party liability insurance, with a minimum coverage of [insert amount and currency or state "in accordance with the applicable law in India"];</p> <p>(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
27.1	<i>[If applicable, insert any exceptions to proprietary rights provision_____]</i>
27.2	The Consultant shall not use these <i>[insert what applies..... data, documents and software.....]</i> for purposes unrelated to this Contract without the prior written approval of the Client.
40.1 (a) through (c)	<i>[List here any changes or additions to Clause GCC 40.1. If there are no such changes or additions, delete this Clause SCC 40.1.]</i>
40.1(c)	<i>[List here any other assistance to be provided by the Client. If there is no such other assistance, delete this Clause SCC 40.1(g).]</i>
46.2	<p>The ceiling in local currency is: Rs. _____ <i>[insert amount]</i> <i>[indicate: inclusive or exclusive]</i> of GST.</p> <p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be paid by the Consultant. The Client shall only reimburse Goods &amp; Services Tax (GST) payable</p>

	<p>on the contract value by the consultants, as per Applicable Law in India subject to the Client, performing such duties in regard to the deduction of taxes as may be lawfully imposed. However, Consultant shall, if required by the Client, have to produce to the Client, all relevant documents establishing the proof of payment/ filing of return to the tax authority etc. The consultant shall register itself for GST with appropriate authority in India &amp; shall provide the Registration Number to the Client.</p> <p><b>The amount of such taxes i.e. GST is _____</b>  <i>[insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.]</i></p>
<b>47.3</b>	<p><i>[If applicable, insert here the provision for Price Adjustment or insert "Price adjustment on the remuneration does not apply"]</i></p>
<b>48.1 and 48.2</b>	<p><b>The consultants, sub-consultants and the Personnel shall pay the taxes, taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in this regard to the deduction of such taxes as may be lawfully imposed.</b></p> <p><b>The Client shall only reimburse the Goods and Services Tax (GST) payable on the contract value by the consultants, as per Applicable Law in India, subject to the Client, performing such duties in regard to the deduction of taxes as may be lawfully imposed. However, Consultant shall have to produce to the Client, all relevant documents establishing the proof of payment/ filing of return to the tax authority etc.</b></p>
<b>49.1</b>	The currency of payment shall be Indian Rupees.
<b>50.1(a)</b>	<p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <ol style="list-style-type: none"> <li>(1) An interest bearing advance payment (@ SBI BPLR rate) of Rs..... [insert amount] shall be made within [insert number] days after the Effective Date, after submission by the Consultant of the advance bank payment guarantee @ 110% of such Advance Payment and the invoice. The advance payment will be set off by the Client in equal installments against the statements for the first [insert number] months of the Services until the advance payment has been fully set off.</li> <li>(2) The advance bank payment guarantee shall be in the amount of the advance payment and shall be valid till 90 days beyond the expected expiration date as may be extended from time to time.</li> </ol>

	(3) The bank guarantee will be released when the advance payment has been fully set off.
<b>50.1(b)</b>	<p><i>[Delete this Clause SCC 50.1(b) if the Consultant shall have to submit its itemized statements monthly. Otherwise, the following text can be used to indicate the required intervals:</i></p> <p>The Consultant shall submit to the Client itemized statements at time intervals of _____ <i>[e.g. "every quarter", "every six months", "every two weeks", etc.].</i></p>
<b>50.1(e)</b>	<p><b>The account is:</b>  <i>[insert account]</i> for Rs.</p>
<b>50.1 (g)</b>	<p>0.05% per day for late delivery of each expected Deliverable shall be due by the Consultant as Delay Damages. The total amount of the damages shall not exceed 10% of the Contract Amount.</p> <p>However, the payment or deduction of such damages shall not relieve the Consultant from his obligations to complete the Works or from any other of his obligations and liabilities under the Contract.</p> <p>The GST shall be levied &amp; recovered extra on Delay Damages as per applicable rate of GST.</p>
<b>54.1</b>	<ol style="list-style-type: none"> <li>1. Disputes shall be settled by through conciliation or arbitration in accordance with Arbitration and Conciliation Act, 1996 including amendments thereto, as applicable from time to time, in accordance with the rules thereto and the Applicable Law.</li> <li>2. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: <ol style="list-style-type: none"> <li>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>[name an appropriate professional body, e.g., Indian Council of Arbitration/ President of the Institution of Engineers (India)/ The International Centre for Alternative Disputes Resolution (India)*]</i> for a list of not fewer than</li> </ol> </li> </ol>

	<p>five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>[insert the name of the same professional body as above]</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>[name an appropriate appointing authority, e.g., Indian Council of Arbitration/ President of the Institution of Engineers (India)/ The International Centre for Alternative Disputes Resolution (India)*]</i>.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>[name the same appointing authority as in said paragraph (b)]</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p> <p>(d) The cost and expenses of arbitration proceedings will be paid as determined by the sole arbitrator/ arbitral panel. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also as the fees and expenses to be paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself. The fees and expenses to be paid to the presiding arbitrator shall be shared equally and borne by the Parties</p>
--	--

	<p>3. <u>Rules of Procedure.</u> Arbitration proceedings shall be conducted in accordance with the procedure of the Arbitration &amp; Conciliation Act 1996, of India.</p> <p>4. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>5. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 2(a) through 2(c) above shall be a recognized legal or technical expert with extensive experience in relation to the matter in dispute.</p>
	<p>6. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in Shimla, Himachal Pradesh, India;</p> <p>(b) the English language shall be the official language for all purposes;</p> <p>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p> <p>(d) Where the value of the contract is Rs.....and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority, namely the Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India)*.</p> <p>(e) The Arbitrator should give final award within..... days of starting of the proceedings [<i>indicate the days (Between 120-180) by which arbitrator should give award</i>].</p> <p>(f) Performance under the contract shall continue during the arbitration proceedings and payments due to the consultant by the Client shall not be withheld, unless they are the subject matter of the arbitration proceedings.</p> <p><i>* Choose one alternative. Insert Chairman of the Executive Committee of the Indian Roads Congress (for highway project) or any other appropriate institution (for other types of consultancies).</i></p>

***Alternatively***

*[Apart from the adhoc arbitration services obtained through mutually agreed Arbitrator(s) as above, Institutional arbitration services are also available in India. Institutional arbitration (and mediation) dispute resolution mechanisms can be gainfully used, preferably for relatively larger contracts. Following clause may be included, if it is decided to use Institutional Services for arbitration for resolution of disputes, and in such a case other clauses related to Arbitration/ Arbitrator would be deleted. In the sample clause below, substitute the reference to 'Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration' by the specific institution that is sought to be engaged e.g. The International Centre for Alternative Dispute Resolution (ICADR), The Indian Institute of Arbitration and Mediation (IIAM), Indian Chamber's Council of Arbitration, Delhi International Arbitration Centre (DAC), Construction Industry Arbitration Council (CIAC), Council For National and International Commercial Arbitration, London Court of International Arbitration (India Centre) or the like.]*

"Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.

The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at \_\_\_\_\_, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English". *[ICA rules provide for arbitration tribunal of 3 arbitrators if the value of claim is over Rs 10 Million unless the parties have agreed otherwise for a sole arbitrator].*

**NOTE:** The dispute resolution mechanism as stated above may be modified by the Employer, prior to issuance of the Bidding Document based upon the three-tier mechanism or any other dispute resolution mechanism applicable at that stage in HPPCL.

## IV. Appendices

### APPENDIX A – TERMS OF REFERENCE

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

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

### APPENDIX B - KEY EXPERTS

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

*[Specify Hours of Work for Key Experts: List here the hours of work for Key Experts; travel time to/ from the Client's country; entitlement, if any, to leave pay; public holidays in the Client's country that may affect Consultant's work; etc. Make sure there is consistency with Form TECH-6. In particular: one month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.]*

### APPENDIX C – REMUNERATION COST ESTIMATES

1. Monthly rates for the Experts:

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

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

*“The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP*

*“Consultants’ Representations regarding Costs and Charges” submitted by the Consultant to the Client prior to the Contract’s negotiations.*

*Should these representations be found by the Client (either through inspections or audits or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 50.1(d) of this Contract.”*

Model Form I  
Breakdown of Agreed Fixed Rates in Consultant's Contract

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

(Expressed in Rs.)

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

- 1 Expressed as percentage of 1
- 2 Expressed as percentage of 4

Signature

Name and Title:

Date

## **APPENDIX D – REIMBURSABLE EXPENSES COST ESTIMATES**

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

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

**APPENDIX E - FORM OF ADVANCE PAYMENTS GUARANTEE***[See Clause GCC 50.1(a) and SCC 50.1(a)]**{Guarantor letterhead or SWIFT identifier code}***Bank Guarantee for Advance Payment**

*For the purpose of verification/confirmation of this Bank Guarantee by the Client, the Bank shall indicate 2 official email ids of the authorized signatories from Issuing Branch and also of the designated higher office (Corporate Office, Zonal Office etc) in the covering letter of the Bank forwarding the Bank Guarantee.)*

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

**Beneficiary:** \_\_\_\_\_ *[insert Name and Address of Client]*

**Date:** \_\_\_\_\_ *[insert date]* \_\_\_\_\_

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_ *[insert number]* \_\_\_\_\_

**To:** *[Name and address of the Client]*

.....  
.....

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract") vide reference no. .... *[insert reference no. of the Letter of Acceptance / Contract]*.... dated ..... *[insert date of the Letter of Acceptance / Contract]*

BETWEEN

You, [ *name of the Client* ], a company incorporated under the laws of India under the Companies Act 1956 as amended from time to time and having its principal place of business and Registered Office at [ *address of the Client* ] (hereinafter called "**the Client**" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns)

AND

*(Applicable only in case of sole entity)*

[ *name of the Consultant* ], a corporation incorporated under the laws of [ *country of the Client* ] under [ *insert the relevant Act/ Statute* ] and having its principal place of business at [ *address of the Consultant* ] and Registered Office at [ *address of the registered office of the Consultant* ] (hereinafter called "**the Consultant**" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns).

**Or**

Consulting Services: [ *insert name of the Assignment* ] ([ *abbreviated name* ]) for [ *Name of Project* ]  
Assignment/ Contract Identification No: [ *insert the identification no* ] and RFP No. [ *insert the RFP no.* ]

*(Applicable only in case of Joint Venture)*

Joint Venture (JV) of *[Name of Lead Partner]* (the Lead Partner of JV), a company incorporated under the laws of *[country of the Lead Partner]* under *[insert the relevant Act/ Statute]* and having its principal place of business at *[ address of the Lead Partner ]* and Registered Office at *[address of the registered office of the Lead Partner and other partner(s):*

(i) *[Name of the Partner]*, a company incorporated under the laws of *[country of the Partner]* under *[insert the relevant Act/ Statute]* and having its principal place of business at *[ address of the Partner ]* and Registered Office at *[address of the registered office of the Partner]; and*

(ii) *[Name of the Partner]*, a company incorporated under the laws of *[country of the Partner]* under *[insert the relevant Act/ Statute]* and having its principal place of business at *[ address of the Partner ]* and Registered Office at *[address of the registered office of the Partner],*

(hereinafter called “**the Consultant**” which expression shall unless repugnant to the context or meaning thereof include successors and assigns of the respective partners of the Joint Venture)

for the provision of \_\_\_\_\_ *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of \_\_\_\_\_ *[insert amount in figures]* () *[amount in words]* is to be made against an advance payment guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Client any sum or sums not exceeding in total an amount of \_\_\_\_\_ *[amount in figures]* () *[amount in words]*<sup>1</sup> upon receipt by us of the Client's complying demand supported by the Client's written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of its obligation under the Contract because the Consultant:

- (a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;
- (b) has used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on its account number \_\_\_\_\_ at \_\_\_\_\_ *[name and address of bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as “paid” by the Client which shall be presented to us. This guarantee shall expire, at the latest,

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

upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the 90<sup>th</sup> day beyond the \_\_ day of \_\_[month]\_\_\_\_\_, [year]\_\_\_\_, <sup>2</sup> whichever is earlier. Any

demand for payment under this guarantee must be received by us at this office on or before the 90<sup>th</sup> day after that date.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed \_\_\_\_\_ (value in figures) \_\_\_\_\_ [\_\_\_\_\_ (value in words) \_\_\_\_\_].
2. This Bank Guarantee shall be valid upto \_\_\_\_\_ (validity date) \_\_\_\_\_.
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before \_\_\_\_\_ (validity date i.e. the 90<sup>th</sup> day beyond the \_\_ day of \_\_[month]\_\_\_\_\_, [year]\_\_\_\_, <sup>2</sup>) \_\_\_\_\_.

\_\_\_\_\_  
[signature(s)]

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

**Note :**

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
3. The Bank Guarantee should be in accordance with the proforma as provided.
4. If the bank issuing performance security is located outside the Client's country, it shall be counter-guaranteed or encashable by a bank in the Client's country.

<sup>2</sup> Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

<sup>2</sup> Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

Consulting Services: [insert name of the Assignment] ([abbreviated name]) for [Name of Project] Assignment/ Contract Identification No: [insert the identification no] and RFP No. [insert the RFP no.]

## APPENDIX F - FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

[See Clause GCC 11.2 and SCC 11.2]

{Guarantor letterhead or SWIFT identifier code}

**(For the purpose of verification/confirmation of this Bank Guarantee by the Client, the Bank shall indicate 2 official email ids of the authorized signatories from Issuing Branch and also of the designated higher office (Corporate Office, Zonal Office etc) in the covering letter of the Bank forwarding the Bank Guarantee.)**

Bank Guarantee No. .... Date.....

Letter of Acceptance/Contract Reference No.....dated.....

..... [Package Name/ Contract Title].....

To: [Name and address of the Client]

.....  
.....

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract") vide reference no. .... [insert reference no. of the Letter of Acceptance / Contract).... dated ..... [insert date of the Letter of Acceptance / Contract)

BETWEEN

You, [ name of the Client ], a company incorporated under the laws of India under the Companies Act 1956 as amended from time to time and having its principal place of business and Registered Office at [ address of the Client ] (hereinafter called "**the Client**" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns)

AND

(Applicable only in case of sole bidder)

[name of the Consultant], a corporation incorporated under the laws of [country of the Consultant ] under [insert the relevant Act/ Statute] and having its principal place of business at [ address of the Consultant ] and Registered Office at [address of the registered office of the Consultant] (hereinafter called "**the Consultant**" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns)

**Or**

(Applicable only in case of Joint Venture)

Joint Venture (JV) of [Name of Lead Partner] (the Lead Partner of JV), a company incorporated under the laws of [country of the Lead Partner ] under [insert the relevant Act/ Statute] and having its principal place of business at [ address of the Lead Partner ] and Registered Office at [address of the registered office of the Lead Partner] and other partner(s):

---

Consulting Services: [insert name of the Assignment] ([abbreviated name]) for [Name of Project] Assignment/ Contract Identification No: [insert the identification no] and RFP No.[insert the RFP no.]

(i) [Name of the Partner], a company incorporated under the laws of [country of the Partner] under [insert the relevant Act/ Statute] and having its principal place of business at [ address of the Partner ] and Registered Office at [address of the registered office of the Partner]; and

(ii) [Name of the Partner], a company incorporated under the laws of [country of the Partner] under [insert the relevant Act/ Statute] and having its principal place of business at [ address of the Partner ] and Registered Office at [address of the registered office of the Partner],

(hereinafter called "**the Consultant**" which expression shall unless repugnant to the context or meaning thereof include the successors and assigns of the respective partners of the Joint Venture)

for the provision of \_\_\_\_\_ [brief description of Services] (hereinafter called "the Contract").

By this letter we, the undersigned, .....[insert name & address of the issuing bank] ....., a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of ..... and having its Registered/Head Office at .....[insert address of registered office of the bank]..... do hereby irrevocably guarantee payment to you up to [amount in figures] ( ) [amount in words]<sup>1</sup> i.e., ten percent (10%) of the Contract Price until ninety (90) days beyond the \_\_\_ day of [month]\_\_\_\_\_, [year]\_\_\_\_\_,<sup>2</sup> i.e., upto and inclusive of ..... [dd/mm/yyyy].....

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by your duly authorized officer declaring the Consultant to be in default under the Contract and without cavil or argument any sum or sums within the above named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Consultant to dispute or question such demand.

Our liability under this Letter of Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of the Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This letter of Guarantee shall remain in full force and shall be valid from the date of issue until ninety (90) days beyond the beyond the \_\_\_ day of [month]\_\_\_\_\_, [year]\_\_\_\_\_,<sup>2</sup> i.e. upto and inclusive of ..... [dd/mm/yyyy]..... and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. .... on whose behalf this Letter of Guarantee has been given.

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

<sup>1</sup> The Guarantor shall insert an amount representing the amount of 10% of the Contract Price denominated either in the currency(ies) of the as specified in the Contract, or in a freely convertible currency acceptable to the Client.

<sup>2</sup> Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given under shall be given by registered (airmail) posts to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Consultant, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event or condition which by any applicable law should operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

"Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed \_\_\_\_\_ (value in figures) [\_\_\_\_\_ (value in words)].
2. This Bank Guarantee shall be valid upto \_\_\_\_\_ (validity date).
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before \_\_\_\_\_ (validity date i.e. the 90<sup>th</sup> day beyond the \_\_ day of \_\_[month]\_\_\_\_\_, [year]\_\_\_\_, <sup>2</sup>) \_\_\_\_\_."

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

POA Number \_\_\_\_\_

Contact Number(s):

Tel. \_\_\_\_\_ Mobile \_\_\_\_\_

Fax Number \_\_\_\_\_

email \_\_\_\_\_

Common Seal of the Bank \_\_\_\_\_

Witness:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Contact Number(s):

Tel. \_\_\_\_\_ Mobile \_\_\_\_\_

email \_\_\_\_\_

<sup>2</sup> Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

Consulting Services: [insert name of the Assignment] ([abbreviated name]) for [Name of Project]  
Assignment/ Contract Identification No: [insert the identification no] and RFP No. [insert the RFP no.]

**Note :**

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
3. The Bank Guarantee should be in accordance with the proforma as provided.
4. If the bank issuing performance security is located outside the Client's country, it shall be counter-guaranteed or encashable by a bank in the Client's country.

## **APPENDIX G – INTEGRITY PACT**

*[ as per the format being followed by the Client]*

## STANDARD FORM OF CONTRACT

# Consultant's Services

## Lump-Sum

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Consulting Services: [insert name of the Assignment] ([abbreviated name]) for [Name of Project]  
Assignment/ Contract Identification No: [insert the identification no] and RFP No.[insert the RFP no.]

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## CONTRACT FOR CONSULTANT'S SERVICES

### Lump-Sum

Project Name \_\_\_\_\_

[Loan/Credit/Grant]No. \_\_\_\_\_

Contract No. \_\_\_\_\_

Assignment Title: \_\_\_\_\_

between

**HIMACHAL PRADESH POWER CORPORATION LIMITED**  
*[Name of the Client]*

and

\_\_\_\_\_  
*[Name of the Consultant]*

Dated: \_\_\_\_\_

Consulting Services: [insert name of the Assignment] ([abbreviated name]) for [Name of Project]  
Assignment/ Contract Identification No: [insert the identification no] and RFP No.[insert the RFP no.]

## I. Form of Contract

### LUMP-SUM

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

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Client or Recipient]* (hereinafter called the “Client”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

*[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Client”) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the “Consultant”).]*

#### WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Breakdown of Contract Price

Appendix D: Form of Advance Payments Guarantee

Appendix E: Form of Bank Gurantee for Performance Security

Appendix F: Integrity Pact

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract; Appendix A; Appendix B; Appendix C; Appendix D, and Appendix E. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

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

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[Name of Client]*

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

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

\_\_\_\_\_  
*[Authorized Representative of the Consultant – name and signature]*

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

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

*[Name of the lead member]*

\_\_\_\_\_  
*[Authorized Representative on behalf of a Joint Venture]*

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

## II. General Conditions of Contract

### A. GENERAL PROVISIONS

#### 1. Definitions

- 1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) **“Applicable Law”** means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time.
  - (b) **“Client”** means the implementing agency that signs the Contract for the Services with the Selected Consultant.
  - (c) **“Client’s Personnel”** refers to the staff, labor and other employees (if any) of the Client engaged in fulfilling the Client’s obligations under the Contract; and any other personnel identified as Client’s Personnel, by a notice from the Client to the Consultant.
  - (d) **“Consultant”** means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
  - (e) **“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).
  - (f) **“Day”** means a working day unless specified as “Business Day”. A Business Day is any day that is an official working day of Client and excludes official public holidays.
  - (g) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
  - (h) **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
  - (i) **“GCC”** means these General Conditions of Contract.
  - (j) **“Government”** means the government of the Client’s country.
  - (k) **“GST”** means applicable Goods and Service Tax (GST) under GST Laws. GST Laws means IGST Act, GST (Compensation to the State for Loss of Revenue) Act, CGST Act, UTGST Act and SGST Act, 2017 and all related ancillary legislations and amendments, if any, thereto from time to time.
  - (l) **“Joint Venture (JV)”** means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the

JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

- (m) **“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.
- (n) **“Month”** shall mean the calendar month.
- (o) **“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, and whose CVs are not evaluated individually.
- (p) **“Party”** means the Client or the Consultant, as the case may be, and **“Parties”** means both of them.
- (q) **“SCC”** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (r) **“Services”** means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (s) **“Sexual Exploitation and Abuse” “(SEA)”** means the following:

**Sexual Exploitation** is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;

**Sexual Abuse** is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

- (t) **“Sexual Harassment” “(SH)”** is defined as unwelcome sexual advances, requests for sexual favours, and other verbal or physical conduct of a sexual nature by the Experts with other Experts, or Client’s Personnel.
- (u) **“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.
- (v) **“Third Party”** means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.
- (w) **“week”** shall mean continuous period of seven (7) days.
- (x) **“year”** means 365 days and in case of leap year, “year” means 366 days.

- 1.2. In addition to GCC clause 1.1 above, the words and expressions, if any, stated in SCC shall have the meanings therein assigned to them.

## 2. Relationshipbetwe

2.1. Nothing contained herein shall be construed as establishing a

Consulting Services: [insert name of the Assignment] ([abbreviated name]) for [Name of Project] Assignment/ Contract Identification No: [insert the identification no] and RFP No.[insert the RFP no.]

- en the Parties** 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.
- 3. Law Governing Contract** 3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 4. Language** 4.1. This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 5. Headings** 5.1. The headings shall not limit, alter or affect the meaning of this Contract.
- 6. Communications** 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such communication including notice, request or consent shall be deemed to have been given or made or served
- a. if delivered in person to an authorized representative of the Party to whom the communication is addressed, at the time of delivery;
  - b. if sent by registered letter to such Party at the address specified in the SCC, when the registered letter would, in the ordinary course of post, be delivered whether actually delivered or not;
  - c. if sent by courier service to such Party at the address specified in the SCC, (a) 2 (two) Business Days after deposit with an overnight courier if for inland delivery and (b) 5 (five) Business Days after deposit with an international courier if for overseas delivery; and
  - d. if sent by e-mail at the address specified in the SCC, when it is sent, provided the sender does not receive an "undeliverable" message (if sent during business hours) or (if not sent during business hours) at the beginning of business hours next following the time of sending of the electronic mail.

6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.

## **7. Location**

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

## **8. Authority of Member in Charge**

8.1. In case the Consultant is a Joint Venture, the members named in SCC hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

## **9. Authorized Representatives**

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

## **10. Fraud and Corruption**

10.1. The Client and its personnel, as well as firms and individuals participating in procurement activities, including but not limited to Bidders, Consultants, and Contractors, agents, subcontractors, Sub consultants, service providers, sub suppliers, manufacturers (including their respective officers, directors, employees and personnel) under the contracts where the Client is a party, are obliged to and shall observe the highest standard of ethics during the procurement and execution of such contracts in accordance with the Anti-Corruption Guidelines/ Laws/ Policy in force of the Client/ State Government (as amended from time to time). In pursuance of this policy, the Client

10.1.1. defines, for the purposes of this provision, the terms set forth below as follows:

10.1.1.1. "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

10.1.1.2. "fraudulent practice" means 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;

- 10.1.1.3. “coercive practice” means 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;
  - 10.1.1.4. “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
  - 10.1.1.5. “abuse” means theft, waste, or improper use of assets related to the Client related activity, either committed intentionally or through reckless disregard;
  - 10.1.1.6. “conflict of interest” means any situation in which a party has interests that could improperly influence that party’s performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations; and
  - 10.1.1.7. “integrity violation” is any violation of integrity principles and guidelines (as amended from time to time), under the State Government’s/Client’s Anticorruption Policy including failure to adhere to the highest ethical standard.
- 10.1.2. will reject a proposal for award if it determines that the Consultant selected/ recommended for award or any of its officers, directors, employees, personnel, sub consultants, subcontractors, service providers, suppliers or manufacturers has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract,
- 10.1.3. will impose remedial actions on a firm or an individual, at any time, in accordance with the State Government’s/Client’s Anticorruption Policy, including sanctions, ban, debarment or declaring ineligible, either indefinitely or for a stated period of time, to participate in the Client -administered, or -supported procurement activities or to benefit from a

Client -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in connection with the procurement process, selection and/or execution of a contract.

- 10.2. All Bidders, Consultants, contractors, suppliers, manufacturers, service providers, and other third parties engaged or involved in the procurement-related activities and their respective officers, directors, employees and personnel, are obliged to cooperate fully in any investigation by Authorities legally authorized to do so.
- 10.3. All Bidders, Consultants, contractors and suppliers shall require their officers, directors, employees, personnel, agents to ensure that, in its contract with its sub-consultants, subcontractors, and other third parties engaged or involved in the Client -related activities, such sub-consultants, subcontractors, and other third parties similarly are obliged to cooperate fully in any investigation by Authorities when required to do so.
- 10.4. The Client requires the Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, or fee. Failure to disclose such commissions, gratuities, or fees may result in termination of the Contract and/or sanctions by the Client.
- 10.5. Additional provisions in regard to Fraud and Corruption, if any, specified in SCC shall also apply.

## **B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

### **11. Effectiveness of Contract and Contract Performance Guarantee**

- 11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
- 11.2. The Consultant shall furnish Contract Performance Guarantee (CPG) for an amount and in the form specified in

Consulting Services: [insert name of the Assignment] ([abbreviated name]) for [Name of Project]  
Assignment/ Contract Identification No: [insert the identification no] and RFP No.[insert the RFP no.]

**SCC** for rendering/ providing the Services in accordance with the provisions of the Contract. The Consultant shall ensure that the CPG shall initially be valid and enforceable upto and including 90 days after the date of Expiration of the Contract as per **GCC 14.1**. The Consultant shall extend the validity of the CPG from time to time correspondingly if date of Expiration of the Contract is extended and beyond, if so required, till 90 days after the anticipated date that the Services under the Contract will be completed and any defects/ shortcoming remedied.

11.2.1. The CPG shall be unconditional and irrevocable. Client shall return the CPG to the Consultant within 21 days after issue of a certificate by Client confirming that the Services under the Contract have been completed in all respect and any defects/ shortcoming remedied.

11.2.2. In case the contract is terminated under **GCC 19.1.1 excluding paragraph (e) there under**, CPG shall be forfeited in full.

11.2.3. In such an event, if for the balance scope of Services, RFP is issued afresh by Client, the Consultant shall not be eligible to participate in the bidding against such RFP.

11.3. Furnishing of CPG and its acceptance by Client shall be a condition precedent for release of any payment due under the Contract.

**12. Termination of Contract for Failure to Become Effective**

12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, the Client may, by not less than twenty one (21) days written notice to the Consultant, declare this Contract to be null and void, and in the event of such a declaration, Consultant shall not have any claim against the Client with respect hereto

**13. Commencement of Services**

13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.

**14. Expiration of Contract**

14.1. Unless terminated earlier pursuant to Clause **GCC 19** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.

**15. Entire Agreement**

15.1. This Contract contains all covenants, stipulations, and provisions agreed by the Parties. No agent or representative

of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

**16. Modifications or Variations**

- 16.1. 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.

**17. Force Majeure**

**a. Definition**

- 17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.
- 17.2. 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.
- 17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

**b. No Breach of Contract**

- 17.4. The failure of a Party to fulfil 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.

**c. Measures to be Taken**

- 17.5. 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.

- 17.6. 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.
- 17.7. 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.
- 17.8. 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.
- 17.9. 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 49 & 50**.

## 18. Suspension

- 18.1. The Client may, by written notice of suspension to the Consultant, suspend part or 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.

## 19. Termination

- 19.1. This Contract may be terminated by either Party as per provisions set up below:
  - a. **By the Client**
    - 19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client

shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (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 18**;
- (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;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to **Clause GCC 50.1**;
- (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 13**.

19.1.2. Furthermore, if the Client determines that the Consultant has engaged in Fraud and Corruption, as defined **Clause GCC 10**, 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.

**b. By the  
Consultant**

19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) 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.
- (b) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to **Clause GCC 50.1**.

- c. **Cessation of Rights and Obligations** 19.1.4. Upon termination of this Contract pursuant to **Clauses GCC 12 or GCC 19** hereof, or upon expiration of this Contract pursuant to **Clause GCC 14**, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in **Clause GCC 22**, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in **Clause GCC 25** and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.
- d. **Cessation of Services** 19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to **Clauses GCC 19a or GCC 19b**, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every 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 27 or GCC 28**.
- e. **Payment upon Termination** 19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:
- (a) payment for Services satisfactorily performed prior to the effective date of termination; and
  - (b) in the case of termination pursuant to paragraphs (d) and (e) of **Clause GCC 19.1.1**, 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.

## C. OBLIGATIONS OF THE CONSULTANT

### 20. General

- a. **Standard of Performance** 20.1. 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.

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

20.3. 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.

**b. Law  
Applicable to  
Services**

20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when i.e, India when as a matter of law or official regulations; the Government of India prohibits commercial relations with that country.

**21. Conflict of Interest**

21.1. The Consultant shall provide professional, objective, and impartial advice, at all times holding Client's interests paramount, without any consideration for future work, and that in providing advice the Consultant shall strictly avoid conflicts with other assignments and/or its own corporate interests.

**a. Consultant  
Not to Benefit  
from  
Commissions,  
Discounts, etc.**

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 43 through 47) shall constitute the Consultant's only payment in connection with this Contract and, subject to **Clause GCC 21.1.3**, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Client's Regulations/ Regulations of Government of **Himachal Pradesh**, and shall at all times exercise such

responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

- |  |  |
|--|--|
| <p><b>b. Consultant and Affiliates Not to Engage in Certain Activities</b></p> | <p>21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, that directly or indirectly controls, is controlled by, or its under common control with that Consultant, as well as any Sub-consultants and any entity affiliated with the Sub-consultant, that directly or indirectly controls, is controlled by, or its under common control 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. This provision does not apply to the various firms (consultants, contractors, or suppliers) which together are performing the contractor's obligations under a turnkey or design and build contract.</p> |
| <p><b>c. Prohibition of Conflicting Activities</b></p>                         | <p>21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.</p>   |
| <p><b>d. Strict Duty to Disclose Conflicting Activities</b></p>                | <p>21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.</p>  |
| <p><b>22. Confidentiality</b></p>  | <p>22.1. Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.</p>   |
| <p><b>23. Liability of the Consultant</b></p>                                  | <p>23.1. Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be provided by the Applicable Law.</p>   |

**24. Insurance to be taken out by the Consultant**

24.1. The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause **GCC 13**.

**25. Accounting, Inspection and Auditing**

25.1. The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs. The Consultant will cooperate with and provide to the Client in any eventuality of requirement, such accounts, and records.

**26. Reporting Obligations**

26.1. The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.

**27. Proprietary Rights of the Client in Reports and Records**

27.1. 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.

27.2. 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.

## **28. Equipment, Vehicles and Materials**

- 28.1. 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.
- 28.2. 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.

## **29. Code of Conduct**

Not used

## **30. Forced Labour**

- 30.1. The Consultant, including its Sub consultants, shall not employ or engage forced labour. Forced labour consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements.
- 30.2. No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

## **31. Child Labour**

- 31.1. The Consultant, including its Sub consultants, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).
- 31.2. The Consultant, including its Sub consultants, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

- 31.3. Work considered hazardous for children is work that, by its

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nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

- (a) with exposure to physical, psychological or sexual abuse;
- (b) underground, underwater, working at heights or in confined spaces;
- (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
- (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
- (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

**32. Non-Discrimination  
and Equal  
Opportunity**

- 32.1. The Consultant shall not make decisions relating to the employment or treatment of Experts on the basis of personal characteristics unrelated to inherent job requirements. The Consultant shall base the employment of Experts on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.
- 32.2. Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Consultant shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with Clause **GCC 31**).

**33. Training of Experts**

- 33.1. The Consultant shall provide appropriate sensitization to the Experts on social aspects of the Contract, including on prohibition of SEA and SH.
- 33.2. The Consultant shall provide training on SEA and SH, including its prevention, to any of its Experts who has a role to supervise other Experts.

## D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

- 34. Description of Key Experts**      34.1. The title, agreed job description, minimum qualification, and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.
- 35. Replacement of Key Experts**      35.1. Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.
- 35.2. 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.
- 35.3. The replacement referred to in **GCC 35.2** will be considered to have equivalent or better qualifications and experience only if on applying the evaluation criteria and sub-criteria and point system mentioned in Section 2 of the **RFP Document** as applicable for that category of Key Expert, the replacement secures technical evaluation score equal to or better than that of the original Key Expert named in the Contract.
- 36. Removal of Experts or Sub-consultants**      36.1. If the Client finds that any of the Experts or Sub-consultant:
- (a) persists in any misconduct or lack of care;
  - (b) carries out duties incompetently or negligently;
  - (c) fails to comply with any provision of the Contract;
  - (d) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Services; or
  - (e) undertakes behaviour which breaches the Code of Conduct;
- the Consultant shall, at the Client's written request, provide a replacement.
- 36.2. 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.

- 36.3. Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.
- 36.4. Subject to the requirements in Clause GCC 36.3, and notwithstanding any requirement from the Client to request a replacement, the Consultant shall take immediate action as appropriate in response to any violation of (a) through (e) above. Such immediate action shall include removing (or causing to be removed) from carrying out the Services, any Expert who engages in 36.1 (a) to (e) above. Such immediate action shall include removing (or causing to be removed) from carrying out Services, any Expert who engages in **GCC 37.1 (a) to (e)** above.
- 36.5. The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

## **E. OBLIGATIONS OF THE CLIENT**

### **37. Assistance and Exemptions**

- 37.1. Unless otherwise specified in the SCC, the Client shall use its best efforts to:
- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
  - (b) 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.
  - (c) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

### **38. Access to Project Site**

- 38.1. The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the wilful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

### **39. Change in the**

- 39.1. If, after the date of this Contract, there is any change in the

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- Applicable Law  
Related to Taxes  
and Duties**
- applicable law in the Client's country with respect to taxes and duties applicable on direct transactions between the Client and the Consultant, which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract, shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause **GCC 39.1**.
- 40. Services, Facilities and Property of the Client**
- 40.1. The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.
- 41. Counterpart Personnel**
- 41.1. The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.
- 41.2. 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.
- 42. Payment Obligation**
- 42.1. In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.
- 42.2. Furnishing of CPG as per **GCC 11.2** shall be a condition precedent for release of any payment due under the Contract.

## F. PAYMENTS TO THE CONSULTANT

- 43. Contract Price**
- 43.1. The Contract price is fixed and is set forth in the SCC. The Contract price breakdown is provided in **Appendix C**.
- 43.2. Any change to the Contract price specified in Clause **GCC 43.1** can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause **GCC 16** and have amended in writing the Terms of Reference in **Appendix A**.

43.3. Unless the **SCC** provides for the price adjustment of the Contract Price, said Contract Price shall be fixed for the duration of the Contract

#### 44. Taxes and Duties

44.1. 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**.

44.2. As an exception to the above and as stated in the **SCC**, only GST applicable in India on the Services provided by the Consultant are reimbursable to the Consultant or are payable by Client on behalf of the Consultant.

#### 45. Currency of Payment

45.1. Any payment under this Contract shall be made in Indian Rupees unless otherwise specified in the **SCC**.

#### 46. Mode of Billing and Payment

46.1. The total payments under this Contract shall not exceed the Contract price set forth in Clause **GCC 43.1**, as may be amended.

46.2. The payments under this Contract shall be made in lump-sum instalments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.

46.2.1 Advance payment: 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 D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum instalments specified in the **SCC** until said advance payments have been fully set off.

46.2.2 The Lump-Sum Installment Payments. The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum instalment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and

thereafter the foregoing process shall be repeated.

46.2.3 *The Final Payment.* The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum instalment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report 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. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

46.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

46.2.5 With the exception of the final payment under **GCC 46.2.3** above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

46.3 *Damages.* If the consultant fails to comply with the Contract requirements, the Client shall be entitled to apply damages as stated in the SCC. The total amount of the damages shall not exceed 10% of the Contract amount.

#### **47. Prompt Payments**

47.1. The Client shall make best efforts and make payment as promptly as possible. However, no interest shall be applicable or payable if the payment gets delayed.

### **G. FAIRNESS AND GOOD FAITH**

#### **48. Good Faith**

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

### **H. SETTLEMENT OF DISPUTES**

#### **49. Amicable Settlement**

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

49.2. 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

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dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 50.1 shall apply.

**50. Dispute Resolution**

- 50.1. 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**.

### III. Special Conditions of Contract

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.2	<p>&lt;Insert any one of the following as appropriate &gt;</p> <p>Not Applicable</p> <p><i>[or]</i></p> <p>The following words and expressions shall have the meanings herein assigned to them:</p> <p>(a).....</p> <p>(b).....</p> <p>(c) .....</p>
4.1	<b>The language is:</b> English.
6.1 and 6.2	<p><b>The addresses are</b> <i>[fill in at negotiations with the selected firm]:</i></p> <p>Client : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted): _____</p> <p>Consultant : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted) : _____</p>
8.1	<p><i>[Note: If the Consultant consists only of one entity, state "N/A";</i>  <i>OR</i>  <i>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC 6.1 should be inserted here.]</i></p> <p><b>The Lead Member on behalf of the JV is</b> _____  <i>[insert name of the member]</i></p>
9.1	<p><b>The Authorized Representatives are:</b></p> <p><b>For the Client:</b> <i>[name, title]</i> _____</p>

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	<b>For the Consultant:</b> <i>[name, title]</i> _____
<b>10.5</b>	<i>[insert, if required, additional provisions in regard to Fraud and Corruption. Otherwise, delete this row]</i>
<b>11.1</b>	<p><b>The effectiveness conditions are the following:</b> Signing of Contract by both the parties, after due approvals.</p> <p><i>[modify, if required e.g. to include effectiveness of the Bank [loan/credit/grant]; receipt by the Consultant of an advance payment, and by the Client of an advance payment guarantee and/or Performance Guarantee; etc.]</i></p>
<b>11.2</b>	<p>The Consultant shall provide a Performance Security of _____ per cent of the Contract Price.</p> <p>The Performance Security shall be denominated in the following amounts and currencies: _____</p> <p>The Performance Security shall be in any of the following form and issued by the Nationalized or Scheduled bank located in India:</p> <ul style="list-style-type: none"> <li>(a) an unconditional bank guarantee, or</li> <li>(b) a cashier's or banker's certified cheque, or</li> <li>(c) a crossed bank draft/pay order.</li> </ul> <p>In favor of "<b>Himachal Pradesh Power Corporation Ltd.</b>" payable at Shimla. In the case of an unconditional bank guarantee, the <b>Performance Security</b> shall be submitted by using the Form included in <b>Appendix-E</b> or in such other form as the Client shall have approved in writing.</p>
<b>12.1</b>	<p><b>Termination of Contract for Failure to Become Effective:</b></p> <p><b>The time period shall be 60 days.</b><i>[modify, if necessary].</i></p>
<b>13.1</b>	<p><b>Commencement of Services:</b></p> <p><b>The number of days shall be 10 days.</b><i>[modify, if necessary]</i></p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
<b>14.1</b>	<b>Expiration of Contract:</b>

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	<p><b>The time period shall be</b> _____ <i>[insert time period, e.g.: twelve months]</i>.</p>
<b>21 b.</b>	<p>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</p> <p>Yes _____ No _____</p>
<b>23.1</b>	<p><b>No additional provisions.</b></p> <p><i>[OR:]</i></p> <p>The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:</p> <p>"Limitation of the Consultant's Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or wilful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law in India".</p>
<b>24.1</b>	<p>The insurance coverage against the risks shall be as follows:</p> <p><i>[Note: Delete what is not applicable except (a)].</i></p> <p>(a) Professional liability insurance, with a minimum coverage of _____ <i>[insert amount and currency which should</i></p>

	<p><i>be not less than the total ceiling amount of the Contract];</i></p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage as per the latest Amended Motor Vehicles Act, India;</p> <p>(c) Third Party liability insurance, with a minimum coverage of <i>[insert amount and currency or state "in accordance with the applicable law in India"]</i>;</p> <p>(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
27.1	<i>[If applicable, insert any exceptions to proprietary rights provision _____]</i>
27.2	<i>[The Consultant shall not use these [insert what applies..... data, documents and software .....] for purposes unrelated to this Contract without the prior written approval of the Client.]</i>
37.1 (a) through (c)	<i>[List here any changes or additions to Clause GCC 37.1. If there are no such changes or additions, delete this Clause SCC 37.1.]</i>
37.1(c)	<i>[List here any other assistance to be provided by the Client. If there is no such other assistance, delete this Clause SCC 37.1(c).]</i>
43.1	<p>The Contract price is: Rs. _____ <i>[insert amount]</i>  <i>[indicate: inclusive or exclusive]</i> of GST.</p> <p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be paid by the Consultant. The Client shall only reimburse Goods &amp; Services Tax (GST) payable on the contract value by the consultants, as per Applicable Law in India subject to the Client, performing such duties in regard to the deduction of taxes as may be lawfully imposed. However, Consultant</p>

	<p>shall have to produce to the Client, all relevant documents establishing the proof of payment/ filing of return to the tax authority etc. The consultant shall register itself for GST with appropriate authority in India &amp; shall provide the Registration Number to the Client.</p> <p>The amount of such taxes i.e., GST is _____ <i>[insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.]</i></p>
44.3	<p><i>If applicable, insert here the provision for Price Adjustment or insert "Price adjustment on the Contract Price does not apply"]</i></p>
44.1 and 44.2	<p><b>The consultants, sub-consultants and the Personnel shall pay</b> the taxes, taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in this regard to the deduction of such taxes as may be lawfully imposed.</p> <p><b>The Client shall only reimburse the Goods and Services Tax (GST)</b> payable on the contract value by the consultants, as per Applicable Law in India, subject to the Client, performing such duties in regard to the deduction of taxes as may be lawfully imposed. However, Consultant shall have to produce to the Client, all relevant documents establishing the proof of payment/ filing of return to the tax authority etc.</p>
45.1	<p><b>The currency of payment shall be Indian Rupees.</b></p>
46.2	<p><b>The payment schedule: All payments shall be made in Rs.</b></p> <p><i>[Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A]</i></p> <p><b>1<sup>st</sup> payment:</b> <i>[insert the amount of the installment, and percentage of the total Contract price. If the first payment is an advance payment, it shall be made against the bank guarantee issued by the Nationalized or Scheduled bank located in India in favor of "Himachal Pradesh Power Corporation Ltd." payable at Shimla, for the same amount as per GCC 46.2.1]</i></p> <p><b>2<sup>nd</sup> payment:</b> _____</p> <p>.....: _____</p> <p><b>Final payment:</b> _____</p> <p><i>[Total sum of all installments shall not exceed the Contract price set up in SCC43.1.]</i></p>

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46.2.1	<p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <ol style="list-style-type: none"> <li>(1) An interest bearing advance payment (@ SBI BPLR rate) of Rs.... <i>[insert amount]</i> shall be made within <i>[insert number]</i> days after the receipt of an advance bank payment guarantee @ 110% of the advance payment and the invoice by the Client. The advance payment will be set off by the Client in equal portions against <i>[list the payments against which the advance is offset]</i>.</li> <li>(2) The advance bank payment guarantee shall be in the amount of the advance payment and shall be valid till 90 days beyond the expected expiration date as may be extended from time to time.</li> <li>(3) The bank guarantee will be released when the advance payment has been fully set off.</li> </ol>
46.2.4	<p><b>The account is:</b></p> <p><i>[insert account]</i> for Rs.</p>
46.3	<p>0.05% per day for late delivery of each expected Deliverable shall be due by the Consultant as Delay Damages. The total amount of the damages shall not exceed 10% of the Contract Amount.</p> <p>However, the payment or deduction of such damages shall not relieve the Consultant from his obligations to complete the Works or from any other of his obligations and liabilities under the Contract.</p> <p>The GST shall be levied &amp; recovered extra on Delay Damages as per applicable rate of GST.</p>
50.1	<ol style="list-style-type: none"> <li>1. Disputes shall be settled by through conciliation or arbitration in accordance with Arbitration and Conciliation Act, 1996 including amendments thereto, as applicable from time to time, in accordance with the rules thereto and the Applicable Law.</li> <li>2. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: <ol style="list-style-type: none"> <li>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party</li> </ol> </li> </ol>

	<p>who initiated the proceedings, either Party may apply to <i>[name an appropriate professional body, e.g., Indian Council of Arbitration/ President of the Institution of Engineers (India)/ The International Centre for Alternative Disputes Resolution (India)*]</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>[insert the name of the same professional body as above]</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>[name an appropriate appointing authority, e.g., Indian Council of Arbitration/ President of the Institution of Engineers (India)/ The International Centre for Alternative Disputes Resolution (India)*]</i>.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>[name the same appointing authority as in said paragraph (b)]</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p> <p>(d) The cost and expenses of arbitration proceedings will be paid as determined by the sole arbitrator/ arbitral panel. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also as the fees and expenses to be paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself. The fees and expenses to be paid to the presiding arbitrator shall be shared equally and borne by the Parties</p>
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Consulting Services: *[insert name of the Assignment] ([abbreviated name])* for *[Name of Project]*  
Assignment/ Contract Identification No: *[insert the identification no]* and RFP No.*[insert the RFP no.]*

	<p>3. <u>Rules of Procedure.</u> Arbitration proceedings shall be conducted in accordance with the procedure of the Arbitration &amp; Conciliation Act 1996, of India.</p> <p>4. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>5. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be a recognized legal or technical expert with extensive experience in relation to the matter in dispute.</p>
	<p>6. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in the city where the contract is signed;</p> <p>(b) the English language shall be the official language for all purposes;</p> <p>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p> <p>(d) Where the value of the contract is Rs.50 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority, namely the Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India)*.</p> <p>(e) The Arbitrator should give final award within..... days of starting of the proceedings [<i>indicate the days (Between 120-180) by which arbitrator should give award</i>].</p> <p>(f) Performance under the contract shall continue during the arbitration proceedings and payments due to the consultant by the Client shall not be withheld, unless they are the subject matter of the arbitration proceedings.</p> <p><i>* Choose one alternative. Insert Chairman of the Executive Committee of the Indian Roads Congress (for highway project) or any other appropriate institution (for other types of consultancies).</i></p>

	<p><b><i>Alternatively</i></b></p> <p><i>[Apart from the adhoc arbitration services obtained through mutually agreed Arbitrator(s) as above, Institutional arbitration services are also available in India. Institutional arbitration (and mediation) dispute resolution mechanisms can be gainfully used, preferably for relatively larger contracts. Following clause may be included, if it is decided to use Institutional Services for arbitration for resolution of disputes, and in such a case other clauses related to Arbitration/ Arbitrator would be deleted. In the sample clause below, substitute the reference to 'Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration' by the specific institution that is sought to be engaged e.g. The International Centre for Alternative Dispute Resolution (ICADR), The Indian Institute of Arbitration and Mediation (IIAM), Indian Chamber's Council of Arbitration, Delhi International Arbitration Centre (DAC), Construction Industry Arbitration Council (CIAC), Council For National and International Commercial Arbitration, London Court of International Arbitration (India Centre) or the like.]</i></p> <p>"Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.</p> <p>The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at _____, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English". <i>[ICA rules provide for arbitration tribunal of 3 arbitrators if the value of claim is over Rs 10 Million unless the parties have agreed otherwise for a sole arbitrator].</i></p> <p><b>NOTE:</b> The dispute resolution mechanism as stated above may be modified by the Employer, prior to issuance of the Bidding Document based upon the three-tier mechanism or any other dispute resolution mechanism applicable at that stage in HPPCL.</p>
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## IV. Appendices

### APPENDIX A – TERMS OF REFERENCE

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

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

.....

### APPENDIX B - KEY EXPERTS

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

.....

### APPENDIX C – BREAKDOWN OF CONTRACT PRICE

*[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-3 and FIN-4] of the Consultant's Financial Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3 and FIN-4] at the negotiations or state that none has been made.]*

*When the Consultant has been selected under Quality-Based Selection method, also add the following:*

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

*Should these representations be found by the Client (either through inspections or audits or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 46.2.3 of this Contract.”]*

**Model Form I**  
**Breakdown of Agreed Fixed Rates in Consultant's Contract**

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

(Expressed in Rs.)

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

- 1 Expressed as percentage of 1  
2 Expressed as percentage of 4

Signature

Date

Name and Title:

Consulting Services: [insert name of the Assignment] (abbreviated name)) for [Name of Project] Assignment/ Contract Identification No: [insert the identification no] and RFP No.[insert the RFP no.]

**APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE***[See Clause GCC 42.2.1 and SCC 46.2.1]**{Guarantor letterhead or SWIFT identifier code}***Bank Guarantee for Advance Payment**

*For the purpose of verification/confirmation of this Bank Guarantee by the Client, the Bank shall indicate 2 official email ids of the authorized signatories from Issuing Branch and also of the designated higher office (Corporate Office, Zonal Office etc) in the covering letter of the Bank forwarding the Bank Guarantee.)*

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

**Beneficiary:** \_\_\_\_\_ *[insert Name and Address of Client]*

**Date:** \_\_\_\_\_ *[insert date]*\_\_\_\_\_

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_ *[insert number]*\_\_\_\_\_

**To:** *[Name and address of the Client]*

.....  
 .....

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract") vide reference no. .... *[insert reference no. of the Letter of Acceptance / Contract]*.... dated ..... *[insert date of the Letter of Acceptance / Contract]*

BETWEEN

You, [ *name of the Client* ], a company incorporated under the laws of India under the Companies Act 1956 as amended from time to time and having its principal place of business and Registered Office at [ *address of the Client* ] (hereinafter called "**the Client**" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns)

AND

*(Applicable only in case of sole entity)*

[ *name of the Consultant*], a corporation incorporated under the laws of [ *country of the Client* ] under [ *insert the relevant Act/ Statute* ] and having its principal place of business at [ *address of the Consultant* ] and Registered Office at [ *address of the registered office of the Consultant* ] (hereinafter called "**the Consultant**" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns).

**Or**

*(Applicable only in case of Joint Venture)*

Joint Venture (JV) of [ *Name of Lead Partner* ] (the Lead Partner of JV), a company incorporated under the laws of [ *country of the Lead Partner* ] under [ *insert the relevant Act/ Statute* ] and

Consulting Services: [ *insert name of the Assignment* ] ([ *abbreviated name* ]) for [ *Name of Project* ]  
 Assignment/ Contract Identification No: [ *insert the identification no* ] and RFP No. [ *insert the RFP no.* ]

having its principal place of business at [ *address of the Lead Partner* ] and Registered Office at [ *address of the registered office of the Lead Partner* and other partner(s):

(i) [ *Name of the Partner* ], a company incorporated under the laws of [ *country of the Partner* ] under [ *insert the relevant Act/ Statute* ] and having its principal place of business at [ *address of the Partner* ] and Registered Office at [ *address of the registered office of the Partner* ]; and

(ii) [ *Name of the Partner* ], a company incorporated under the laws of [ *country of the Partner* ] under [ *insert the relevant Act/ Statute* ] and having its principal place of business at [ *address of the Partner* ] and Registered Office at [ *address of the registered office of the Partner* ],

(hereinafter called "**the Consultant**" which expression shall unless repugnant to the context or meaning thereof include successors and assigns of the respective partners of the Joint Venture)

for the provision of \_\_\_\_\_ [ *brief description of Services* ] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of \_\_\_\_\_ [ *insert amount in figures* ] ( ) [ *amount in words* ] is to be made against an advance payment guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Client any sum or sums not exceeding in total an amount of \_\_\_\_\_ [ *amount in figures* ] ( ) [ *amount in words* ]<sup>1</sup> upon receipt by us of the Client's complying demand supported by the Client's written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of its obligation under the Contract because the Consultant:

- (a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;
- (b) has used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on its account number \_\_\_\_\_ at \_\_\_\_\_ [ *name and address of bank* ].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as "paid" by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the 90<sup>th</sup> day beyond the \_\_\_\_ day of [ *month* ] \_\_\_\_\_, [ *year* ] \_\_\_\_\_,<sup>2</sup> whichever is earlier. Any

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

<sup>2</sup> Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

demand for payment under this guarantee must be received by us at this office on or before the 90<sup>th</sup> day after that date.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed \_\_\_\_\_ (value in figures) \_\_\_\_\_ [\_\_\_\_\_ (value in words) \_\_\_\_\_].
2. This Bank Guarantee shall be valid upto \_\_\_\_\_ (validity date) \_\_\_\_\_.
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before \_\_\_\_\_ (validity date i.e. the 90<sup>th</sup> day beyond the \_\_ day of \_[month]\_\_\_\_\_, [year]\_\_\_\_, <sup>2</sup>) \_\_\_\_\_.

\_\_\_\_\_  
[signature(s)]

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

**Note :**

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
3. The Bank Guarantee should be in accordance with the proforma as provided.
4. If the bank issuing performance security is located outside the Client's country, it shall be counter-guaranteed or encashable by a bank in the Client's country.

<sup>2</sup> Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

## APPENDIX E - FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

*[See Clause GCC 11.2 and SCC 11.2]*

*{Guarantor letterhead or SWIFT identifier code}*

***(For the purpose of verification/confirmation of this Bank Guarantee by the Client, the Bank shall indicate 2 official email ids of the authorized signatories from Issuing Branch and also of the designated higher office (Corporate Office, Zonal Office etc) in the covering letter of the Bank forwarding the Bank Guarantee.)***

Bank Guarantee No. .... Date.....

Letter of Acceptance/Contract Reference No.....dated.....

..... *[Package Name/ Contract Title]*.....

To: *[Name and address of the Client]*

.....  
.....

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract") vide reference no. .... *[insert reference no. of the Letter of Acceptance / Contract].... dated ..... [insert date of the Letter of Acceptance / Contract]*

BETWEEN

You, *[ name of the Client ]*, a company incorporated under the laws of India under the Companies Act 1956 as amended from time to time and having its principal place of business and Registered Office at *[ address of the Client ]* (hereinafter called "**the Client**" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns)

AND

*(Applicable only in case of sole bidder)*

*[name of the Consultant]*, a corporation incorporated under the laws of *[country of the Consultant ]* under *[insert the relevant Act/ Statute]* and having its principal place of business at *[ address of the Consultant ]* and Registered Office at *[address of the registered office of the Consultant]* (hereinafter called "**the Consultant**" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns)

**Or**

*(Applicable only in case of Joint Venture)*

Joint Venture (JV) of *[Name of Lead Partner]* (the Lead Partner of JV), a company incorporated under the laws of *[country of the Lead Partner ]* under *[insert the relevant Act/ Statute]* and having its principal place of business at *[ address of the Lead Partner ]* and Registered Office at *[address of the registered office of the Lead Partner]* and other partner(s):

(i) *[Name of the Partner]*, a company incorporated under the laws of *[country of the Partner ]* under *[insert the relevant Act/ Statute]* and having its principal place of business at *[ address of the Partner ]* and Registered Office at *[address of the registered office of the Partner]; and*

(ii) *[Name of the Partner]*, a company incorporated under the laws of *[country of the Partner ]* under *[insert the relevant Act/ Statute]* and having its principal place of business at *[*

Consulting Services: *[insert name of the Assignment] ([abbreviated name])* for *[Name of Project]*  
Assignment/ Contract Identification No: *[insert the identification no]* and RFP No. *[insert the RFP no.]*

*address of the Partner* ] and Registered Office at [*address of the registered office of the Partner*]

(hereinafter called "**the Consultant**" which expression shall unless repugnant to the context or meaning thereof include the successors and assigns of the respective partners of the Joint Venture)

for the provision of \_\_\_\_\_ [*brief description of Services*] (hereinafter called "the Contract").

By this letter we, the undersigned, ..... [*insert name & address of the issuing bank*] ....., a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of ..... and having its Registered/Head Office at ..... [*insert address of registered office of the bank*] ..... do hereby irrevocably guarantee payment to you up to [*amount in figures*] () [*amount in words*]<sup>1</sup> i.e., ten percent (10%) of the Contract Price until ninety (90) days beyond the \_\_\_\_ day of [*month*] \_\_\_\_\_, [*year*]<sup>2</sup>, i.e., upto and inclusive of ..... [*dd/mm/yyyy*].....

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by your duly authorized officer declaring the Consultant to be in default under the Contract and without cavil or argument any sum or sums within the above named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Consultant to dispute or question such demand.

Our liability under this Letter of Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of the Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This letter of Guarantee shall remain in full force and shall be valid from the date of issue until ninety (90) days beyond the beyond the \_\_\_\_ day of [*month*] \_\_\_\_\_, [*year*]<sup>2</sup>, i.e. upto and inclusive of ..... [*dd/mm/yyyy*]..... and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. .... on whose behalf this Letter of Guarantee has been given.

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given under shall be given by registered (airmail) posts to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

<sup>1</sup> The Guarantor shall insert an amount representing the amount of 10% of the Contract Price denominated either in the currency(ies) of the as specified in the Contract, or in a freely convertible currency acceptable to the Client.

<sup>2</sup> Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Consultant, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event or condition which by any applicable law should operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

"Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed \_\_\_\_\_ (value in figures) \_\_\_\_\_ (value in words) \_\_\_\_\_.
2. This Bank Guarantee shall be valid upto \_\_\_\_\_ (validity date) \_\_\_\_\_.
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before \_\_\_\_\_ (validity date i.e. the 90<sup>th</sup> day beyond the \_\_ day of \_\_[month]\_\_\_\_\_, [year]\_\_\_\_\_,<sup>2</sup>) \_\_\_\_\_."

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

POA Number \_\_\_\_\_

Contact Number(s):

Tel. \_\_\_\_\_ Mobile \_\_\_\_\_

Fax Number \_\_\_\_\_

email \_\_\_\_\_

Common Seal of the Bank \_\_\_\_\_

Witness:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Contact Number(s):

Tel. \_\_\_\_\_ Mobile \_\_\_\_\_

email \_\_\_\_\_

**Note :**

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
3. The Bank Guarantee should be in accordance with the proforma as provided.

<sup>2</sup> Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

4. If the bank issuing performance security is located outside the Client's country, it shall be counter-guaranteed or encashable by a bank in the Client's country.

## **APPENDIX F – INTEGRITY PACT**

*[as per the format being followed by the Client]*