

**Aarogyasri Health Care Trust**

**SBD for Consultants**

**Volume III – The Contract (Time Based)**

**Department: Administration (Legal)**



December, 2011



© 2011 Aarogyasri Health Care Trust

All rights reserved.

Aarogyasri Health Care Trust  
Head Office  
Opposite B.R.Ambedkar Open University  
Road no. 46  
Jubilee Hills  
Hyderabad-500033

Tel +91 040 23148000

Fax +91 040 23148100

[www.aarogyasri.org](http://www.aarogyasri.org)

For queries, please contact:

Administration

[jeoadmin\\_as2@aarogyasri.org](mailto:jeoadmin_as2@aarogyasri.org)

## PREFACE

All the standard bidding documents of the Trust consist of three volumes. Volume I 'The Work' contains a description of the back ground, the requirements of the particular bid. Volume II 'The Bid' consists of the Standard bid document indicating the process of bidding. This is divided into two parts one the Instructions to Bidders (ITB), and the second Bid Data Sheet (BDS). The ITB contains the standard provisions for any bidding process and cannot be changed without the approval of the CEO. The BDS consists of the data relating to that particular bid which needs to be filled by the respective department preparing the bid. Volume III 'The Contract' consists of the Standard Contract. This is divided into two parts, one the General Conditions of Contract (GCC) which cannot be changed without the approval of the CEO and the second Special Conditions of Contract (SCC) which needs to be modified as per the needs of the particular contract.

The current volume is 'The Contract' part of Consultants Bidding Documents. This gives the details of various heads under which Consultants (Time Based) bidding process is conducted in the Trust based on the experience of the Trust in handling health insurance schemes since 2007.

**VOLUME III**

**THE CONTRACT**

<b>S.NO</b>	<b>CONTENTS</b>
	<b>GENERAL CONDITIONS OF CONTRACT</b>
	<b><u>A. General Provisions and Interpretation</u></b>
1	Definitions
2	Interpretation
3	Representatives
4	Notices
5	Dispute Settlement
6	Copyright, Confidential Information, and Ownership
	<b><u>B. Guarantees, Liabilities, Indemnities, Insurance and Risks</u></b>
7	Time Guarantee and Liquidated Damages Trigger
8	Service Conformity Guarantee and Performance Security Trigger
9	IPR Warranty and Indemnity
10	Limitation of Liability
11	Indemnity
12	Insurances
13	Force majeure
	<b><u>C. Term, Termination and Modification</u></b>
14	Term
15	Termination
16	Modification
	<b><u>D. Payment</u></b>
17	Price
18	Payment Terms
19	Securities
20	Taxes and Duties
	<b><u>E. Responsibilities</u></b>
21	Consultant's Responsibilities
22	Client's Responsibilities
	<b><u>F. Subject of Contract</u></b>
23	Project Plan
24	Documents Approval
25	Personnel
	<b>SPECIAL CONDITIONS OF CONTRACT</b>

**A. General Provisions and Interpretation**

- 1 Definitions
- 3 Representatives
- 4 Notices
- 5 Dispute Settlement
- 6 Copyright, Confidential Information, and Ownership

**B. Guarantees, Liabilities, Indemnities, Insurance and Risks**

- 7 Time Guarantee and Liquidated Damages Trigger
- 12 Insurances
- 14 Term
- 15 Termination

**D. Payment**

- 17 Price
- 18 Payment Terms
- 19 Securities

**E. Responsibilities**

- 21 Consultant's Responsibilities
- 22 Client's Responsibilities

**F. Subject of Contract**

- 23 Project Plan
- 24 Documents Approval

**CONTRACT FORM**

- 1 Appendix 1-Description of the services
- 2 Appendix 2-Project Plan
- 3 Appendix 3- Key Personnel
- 4 Appendix 4- Hours of work for key personnel and service level agreement
- 5 Appendix 5- Performance Security Form(Bank guarantee)
- 6 Appendix 6- Price schedules

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

**Between**

**Aarogyasri Health Care Trust**

**And**

**[insert: name of the Consultant(s)]**

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



## CONTRACT AGREEMENT

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

BETWEEN

(1) *[ insert: Name of Client ]*, a *[ insert: name of Client]* of the Government of *Andhra Pradesh*, and having its principal place of business at *[ insert: address of Client ]* (hereinafter called “the Client”), and

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

(or)

(2) a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for the Consultant’s obligations under this Contract, namely, \_\_\_\_\_ and \_\_\_\_\_ (hereinafter called the “Consultant”)

WHEREAS

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

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

NOW IT IS HEREBY AGREED as follows:

## Article 1. Contract Documents

### 1.1 Contract Documents (Reference GCC Clause 1.1 (a) (iii))

The following documents shall constitute the Contract between the Client and the Consultant, and each shall be read and construed as an integral part of the Contract:

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

### 1.2 Order of Precedence

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

### 1.3 Definitions (Reference GCC Clause 1)

Capitalized words and phrases used in this Contract Agreement shall have the same meanings as are ascribed to them in the General Conditions of Contract.

## Article 2. Contract Price and Payment Terms

### 2.1 Contract Price (Reference GCC Clause 1.1(a)(xi) and GCC Clause “Price”)

The Client hereby agrees to pay to the Consultant the Contract Price in consideration of the performance by the Consultant of its obligations under the Contract. The Contract Price shall be *[ insert: amount in words ], [insert: amount in figures ]*, as specified in the Price Schedule.

The Contract Price shall be understood to reflect the terms and conditions used in the specification of prices in the detailed price schedules, including the taxes, duties and related levies if and as identified.

## Article 3. Effective Date

### 3.1 Effective Date (Reference GCC Clause 1.1 (e) (vi))

The time allowed for delivery of the Service shall be determined from

the date when all of the following conditions have been fulfilled:

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

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

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

#### **Article 4. Appendixes**

- 4.1 The Appendixes listed below shall be deemed to form an integral part of this Contract Agreement.
- 4.2 Reference in the Contract to any Appendix shall mean the Appendixes listed below and attached to this Contract Agreement, and the Contract shall be read and construed accordingly.

#### **APPENDIXES**

- Appendix 1. The Work(Description of the Services/Requirements including implementation schedule)
- Appendix 2. Project Plan (delivery schedule to be included)
- Appendix 3. Personnel
- Appendix 4. Working Hours and SLA
- Appendix 5. Forms (performance/advance security forms)
- Appendix 6. Price Schedules
- Appendix 7. Minutes of Contract Finalization Discussions and Agreed-to Contract Amendments

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

Signed:  
in the capacity of [ *insert: title or other appropriate designation* ]

in the presence of

For and on behalf of the Consultant

Signed:  
in the capacity of [ *insert: title or other appropriate designation* ]

in the presence of

CONTRACT AGREEMENT

dated the [ *insert: number* ] day of [ *insert: month* ], [ *insert: year* ]

BETWEEN

[ *insert: name of Client* ], “the Client”

and

[ *insert: name of Consultant* ], “the Consultant”

## GENERAL CONDITIONS OF CONTRACT

### A. GENERAL PROVISIONS AND INTERPRETATION

<b>Clause No.</b>	<b>1</b>
<b>Clause Heading</b>	<b>Definitions</b>
<b>Sub Clause No.</b>	
<b>.1</b>	<p>1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none"> <li>(a) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the <b>Special Conditions of Contract (SCC)</b>, as they may be issued and in force from time to time.</li> <li>(b) “Client” means the implementing agency that signs the Contract for the Services with the Selected Consultant.</li> <li>(c) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.</li> <li>(d) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).</li> <li>(e) “Day” means a working day unless indicated otherwise.</li> <li>(f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 14.1.</li> <li>(g) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.</li> <li>(h) “Foreign Currency” means any currency other than the currency of the Client’s country.</li> <li>(i) “GCC” means these General Conditions of Contract.</li> <li>(j) “Government” means the Government of the Andhra Pradesh or Government of India.</li> </ul>

- (k) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
  - (l) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
  - (m) “Local Currency” means the currency of the Client’s country.
  - (n) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
  - (o) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
  - (p) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
  - (q) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
  - (r) “Sub-consultants” means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
  - (s) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.
- (b) Entities
- (i) “Member”, in case of Consultant consisting of a joint venture of more than one entity, means any of these entities, and “Members” means all of these entities.
  - (ii) “Party” means the Client or the Consultant, as the case may be; and “Parties” means both of them.
  - (iii) “Client” means the entity purchasing the Services, as **specified in the SCC.**
  - (iv) “Project Manager” means the person **named as such in the SCC** or otherwise appointed by the Client in the manner provided in GCC Clause 3.2 (Project Manager) to perform the duties delegated by the Client.
  - (v) “Consultant” means the firm or consultant or Joint

Venture or Consortium whose bid or Proposal to perform the Contract has been accepted by the Client and is named as such in the Contract Agreement.

(vi) “Consultant’s Representative” means any person nominated by the Consultant and named as such in the SCC or otherwise approved by the Client in the manner provided in GCC Clause 3.3 (Consultant’s Representative) to perform the duties delegated by the Consultant.

(vii) “Subcontractor” means any firm to whom any of the obligations of the Consultant, including preparation of any design or supply of any Goods or Services, is subcontracted directly or indirectly by the Consultant.

(viii) “Third Party” means any person or entity other than the Government, the Trust, the Service Providers or a Subcontractor.

(ix) “Trust” means Aarogyasri Health Care Trust of Government of Andhra Pradesh.

(c) Scope

(i) “Confidential Information” means all information (whether in written, oral, electronic or other format) that have been identified or marked confidential at the time of disclosure including Project Data which relates to the technical, financial and business affairs, customers, Consultants, products, developments, operations, processes, data, trade secrets, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party whether a Party to this Agreement or to the Project Agreement in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement or to the Project Agreement).

(ii) “Deliverables” means the products, infrastructure and services specifically developed for “Aarogyasri Health Care Trust” and agreed to be delivered by the Consultant in pursuance of the agreement and include all documents related to the service, user manuals, technical manuals, design, methodologies, process and operating manuals, service mechanisms, policies and guidelines, and all their modifications.

(iii) “Goods” means all equipment, machinery, furnishings, Materials, and other tangible items that the Consultant is required to supply or supply and install under the Contract,

including, without limitation, the Information Technologies and Materials, but excluding the Consultant's Equipment.

(iv) "Proprietary Information" means processes, methodologies and technical, financial and business information, including drawings, design prototypes, designs, formulae, flow charts, data, computer database and computer programs already owned by, or granted by third Parties to a Party hereto prior to its being made available under this Agreement, Project Agreement or a Project Engagement Definition

(v) "Services" means all technical, logistical, management, and any other Services to be provided by the Consultant under the Contract. Such Services may include, but are not restricted to, activity management and quality assurance, design, development, study, documentation, transportation, insurance, testing, validation, expediting, site preparation, installation, integration, training, data migration, maintenance, operations and technical support.

(vi) "Service Level" means the level and quality of service and other performance criteria which will apply to the Services as set out in any Project Agreement.

(vii) "The Project Plan" means the document to be developed by the Consultant and approved by the Client, pursuant to GCC Clause 23, based on the requirements of the Contract and the Preliminary Project Plan included in the Consultant's bid. The "Agreed and Finalized Project Plan" is the version of the Project Plan approved by the Client, in accordance with GCC Clause 23.3. Should the Project Plan conflict with the Contract in any way, the relevant provisions of the Contract, including any amendments, shall prevail.

(viii) "Software" is a collection of computer programs and related data that provide the instructions for telling a computer what to do and how to do it.

(ix) "Materials" means all documentation in printed or printable form and all instructional and informational aides in any form (including audio, video, and text) and on any medium, provided to the Client under the Contract.

(x) "Intellectual Property Rights" means any and all copyright, moral rights, trademark, patent, and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, extract or re-utilize data from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access



electronically, broadcast, display, enter into computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.

(xi) “Consultant’s Equipment” means all equipment, tools, apparatus, or things of every kind required in or for the services that is to be provided by the Consultant.

(d) Activities

(i) “Delivery” means the transfer of the Goods or Services from the Consultant to the Client specified in the Contract.

(ii) “Personnel” means persons hired by the Consultant or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof; and “Key Personnel” means the Personnel referred to in Clause GCC 26.2 (a);

(e) Place and Time

(i) “Day” means calendar day of the English Calendar.

(ii) “Week” means seven (7) consecutive Days, beginning Monday.

(iii) “Month” means calendar month of the English Calendar.

(iv) “Year” means twelve (12) consecutive Months.

(v) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 15.1

(vi) “Contract Period” is the time period during which this Contract governs the relations and obligations of the Client and Consultant in relation to the Work, as **specified in the SCC**.

(vii) “The Coverage Period” means the Days of the Week and the hours of those Days during which maintenance, operational, and/or technical support services (if any) must be available.

<b>Clause No.</b>	<b>2</b>
<b>Clause Heading</b>	<b>Interpretation</b>
<b>Sub-Clause No.</b>	
<b>.1</b>	<b>Contract Documents:</b> Subject to Article 1.2 (Order of Precedence) of the Contract Agreement, all documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary, and mutually explanatory. The Contract shall be read as a whole.
<b>.2</b>	<b>Governing Law:</b> This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
<b>.3</b>	<b>Governing Language:</b> 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.
<b>.4</b>	<b>Relation between the parties:</b> Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
<b>.5</b>	<b>Singular and Plural:</b> The singular shall include the plural and the plural the singular, except where the context otherwise requires.
<b>.6</b>	<b>Headings:</b>  The headings shall not limit, alter or affect the meaning of this Contract.
<b>.7</b>	<b>Persons:</b> Words importing persons or parties shall include firms, corporations, and government entities.
<b>.8</b>	<b>Entire agreement:</b>  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.
<b>.9</b>	<b>Amendment:</b> No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly

refers to the Contract, and is signed by a duly authorized representative of each party to the Contract.

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

**.11 Joint Venture:** If the Consultant is a Joint Venture of two or more firms, all such firms shall be jointly and severally bound to the Client for the fulfilment of the provisions of the Contract and shall designate one of such firms to act as a leader with authority to bind the Joint Venture. The composition or constitution of the Joint Venture shall not be altered without the prior consent of the Client.

**.12 Location:**

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.

**.13 Non waiver:**

(a) Subject to GCC Sub-Clause .13(b) of this Clause below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the

Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

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

**.15 Fairness And Good Faith**

**(a) Good Faith**

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

**(b) Operation of the Contract**

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

<b>Clause No.</b>	<b>3</b>
<b>Clause Heading</b>	<b>Representatives</b>
<b>Sub-Clause No.</b>	
<b>.1</b>	<p><b>(a) Authorized Representatives:</b> Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.</p> <p><b>(b) Trust of Member in charge:</b> In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.</p>
<b>.2</b>	<p><b>Project Manager</b></p> <p>If the Project Manager is not named in the Contract, then within fourteen (14) days from the Effective Date, the Client shall appoint and notify the Consultant in writing of the name of the Project Manager. The Client may from time to time appoint some other person as the Project Manager in place of the person previously so appointed and shall give a notice of the name of such other person to the Consultant without delay. No such appointment shall be made at such a time or in such a manner as to impede the progress of work. Such appointment shall take effect only upon receipt of such notice by the Consultant. Subject to the extensions and/or limitations <b>specified in the SCC</b> (if any), the Project Manager shall have the authority to represent the Client on all day-to-day matters relating to the Contract, and shall normally be the person giving or receiving notices on behalf of the Client pursuant to "Notices" Clause GCC.</p>
<b>.3</b>	<p><b>Consultant's Representative:</b></p> <p>(a) If the Consultant's Representative is not named in the Contract, then within fourteen (14) days from the Effective Date, the Consultant shall appoint the Consultant's Representative and shall request the Client in writing to approve the person so appointed. The request must be accompanied by detailed curriculum vitae for the nominee, as well as a description of any other responsibilities the nominee would retain while performing the duties of the Consultant's Representative. If the Client does not object to the appointment within fourteen (14) days, the Consultant's Representative shall be deemed to have been</p>

approved. If the Client objects to the appointment within fourteen (14) days giving the reason therefore, then the Consultant shall appoint a replacement within fourteen (14) days of such objection in accordance with the Sub-Clause .3(a) of this Clause GCC.

- (b) Subject to the extensions and/or limitations **specified in the SCC** (if any), the Consultant's Representative shall have the authority to represent the Consultant on all day-to-day matters relating to the Contract, and shall normally be the person giving or receiving notices on behalf of the Consultant pursuant to "Notices" Clause GCC.
- (c) The Consultant shall not revoke the appointment of the Consultant's Representative without the Client's prior written consent, which shall not be unreasonably withheld. If the Client consents to such an action, the Consultant shall appoint another person of equal or superior qualifications as the Consultant's Representative, pursuant to the procedure set out in Sub-Clause .3(a) of this Clause GCC.
- (d) The Consultant's Representative and staff are obliged to work closely with the Client's Project Manager and staff, act within their own authority, and abide by directives issued by the Client that are consistent with the terms of the Contract. The Consultant's Representative is responsible for managing the activities of its personnel and any subcontracted personnel.
- (e) The Consultant's Representative may, subject to the approval of the Client (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions, and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Consultant's Representative and shall specify the powers, functions, and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until the notice of it has been delivered.
- (f) Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with Sub-Clause .3(e) of this Clause GCC shall be deemed to be an act or exercise by the Consultant's Representative.

#### **.4**

#### **Objections and Removals:**

If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having

committed a criminal action, or shall the Client determine that Consultant's Expert or Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

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

### **Replacement**

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

<b>Clause No.</b>	<b>4</b>
<b>Clause Heading</b>	<b>Notices</b>
<b>Sub-Clause No.</b>	
<b>.1</b>	<p>Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing and shall be sent, pursuant to Sub-Clause .3 of this Clause GCC below, by personal delivery, registered post, special courier, cable, telegraph, telex, facsimile, electronic mail, or Electronic Data Interchange (EDI), with the following provisions.</p> <ol style="list-style-type: none"> <li>a) Any notice sent by cable, telegraph, telex, facsimile, electronic mail, or EDI shall be confirmed within two (2) days after dispatch by notice sent by registered post or special courier, except as otherwise specified in the Contract.</li> <li>b) Any notice sent by registered post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped, and conveyed to the postal authorities or courier service for transmission by mail or special courier.</li> <li>c) Any notice delivered personally or sent by cable, telegraph, telex, facsimile, electronic mail, or EDI shall be deemed to have been delivered on the date of its dispatch.</li> <li>d) Either party may change its postal, cable, telex, facsimile, electronic mail, or EDI addresses for receipt of such notices by ten (10) days' notice to the other party in writing.</li> </ol>
<b>.2</b>	<p>Notices shall be deemed to include any approvals, consents, instructions, orders, certificates, information and other communication to be given under the Contract.</p>
<b>.3</b>	<p>Pursuant to "Representatives" Clause GCC, notices from/to the Client are normally given by, or addressed to, the Project Manager, while notices from/to the Consultant are normally given by, or addressed to, the Consultant's Representative, or in its absence its deputy if any. If there is no appointed Project Manager or Consultant's Representative (or deputy), or if their related authority is limited by the sub-clause 3.2 or 3.3(b) of "Representatives" Clause of SCC for GCC, or for any other reason, the Client or Consultant may give and</p>



receive notices at their fallback addresses. The address of the Project Manager and the fallback address of the Client are as **specified in the SCC** or as subsequently established/amended. The address of the Consultant's Representative and the fallback address of the Consultant are as specified in **SCC** of the Contract Agreement or as subsequently established/amended.

<b>Clause No</b>	<b>5</b>
<b>Clause Heading</b>	<b>Dispute Settlement</b>
<b>Sub-Clause No.</b>	
<b>.1</b>	<p><b>Dispute and Mutual Consultation:</b> The Parties shall seek to resolve any dispute amicably by mutual consultation.</p> <p>If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party.</p>
<b>.2</b>	<p><b>Arbitration:</b></p> <p>(a) Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.</p>
<b>Clause No</b>	<b>6</b>
<b>Clause Heading</b>	<b>Copyright, Confidential Information, and Ownership</b>
<b>Sub-Clause No.</b>	
<b>.1</b>	<p><b>Copyright:</b> As applicable, the Client's and Consultant's rights and obligations with respect to the designs, methodologies, algorithms, surveys, data, analysis, results and reports among other things in the deliverables, are specified in the SCC. <b>Subject to the SCC,</b> the Intellectual Property Rights in all the designs, methodologies, data, analysis, results and reports among other things in the deliverables of the Contract Agreement shall, at the date of this Contract or on creation of the rights (if later than the date of this Contract), vest in the Client. The Consultant shall do and execute or arrange for the doing and executing of each necessary act, document, and thing that the Client may consider necessary or desirable to perfect the right, title, and interest of the Client in and to those rights. In respect of such deliverable, the Consultant shall ensure that the holder of a moral right in such an item does not assert it, and the Consultant shall, if requested to do so by the Client and where permitted by applicable law, ensure that the holder of such a moral right waives it.</p>

- .2 Confidential Information:** Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
- .3** For the purposes of sub-clause .2 of this clause GCC, the Consultant is also deemed to be the Receiving Party of Confidential Information generated by the Consultant itself in the course of the performance of its obligations under the Contract and relating to the businesses, services, finances, Consultants, employees, or other contacts of the Client or the Client's use of the deliverables.
- .4** Notwithstanding sub-clauses .2 and .3 of this clause GCC the Consultant may furnish to its Subcontractor Confidential Information of the Client to the extent reasonably required for the Subcontractor to perform its work under the Contract, in which event the Receiving Party shall ensure that the person to whom it furnishes Confidential Information of the Disclosing Party is aware of and abides by the Receiving Party's obligations under this GCC Clause as if that person were party to the Contract in place of the Receiving Party.
- .5** The Consultant shall not, without the Client's prior written consent, use any Confidential Information received from the Client for any purpose other than those that are required for the performance of the Contract.
- .6** The obligation of the Receiving Party under sub-clauses .2 through .5 of this clause GCC, however, shall not apply to that information which:
- (a) now or hereafter enters the public domain through no fault of the Receiving Party;
  - (b) can be proven to have been possessed by the Receiving Party at the time of disclosure and that was not previously obtained, directly or indirectly, from the Disclosing Party;
  - (c) Otherwise lawfully becomes available to the Receiving Party from a third party that has no obligation of confidentiality.
- .7** The above provisions of this GCC Clause shall not in any way modify any undertaking of confidentiality given by the Consultant prior to the date of the Contract in respect of the System or any part thereof.

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

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

Ownership and the terms of usage of the deliverables supplied under the Contract shall be governed by sub-clause .1 of this clause GCC and any elaboration in the Requirements.

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

## B. GUARANTEES, LIABILITIES, INDEMNITIES, INSURANCE AND RISKS

Clause 7

Clause Heading **Time Guarantee and Liquidated Damages Trigger**

Clause No

**.1** **Guarantee:** The Consultant guarantees that it shall complete the performance of various activities of the contract within the time periods specified in the Implementation Schedule in the Requirements part of Volume I and/or the Agreed and Finalized Project Plan pursuant to GCC Clause 19.3, or within such extended time to which the Consultant shall be entitled under GCC Clause 14.5 (Extension of Time).

**2.** **Triggering of Liquidated Damages:**

(a) If the Consultant fails to perform the various activities within the time specified in the Implementation Schedule in the Requirements part of Volume I or the Agreed and Finalized Project Plan, or any extension of the time previously granted under GCC Clause 14.5 (Extension of Time), the Consultant shall pay to the Client liquidated damages at the rate **specified in the SCC** as a percentage of the Contract Price, or the relevant part of the Contract Price if an item/activity has not been performed. The aggregate amount of such liquidated damages shall in no event exceed the amount specified in the SCC (“the Maximum”). Once the Maximum is reached, the Client may consider termination of the Contract, pursuant to GCC Clause 15.2.

(b) Unless otherwise **specified in the SCC**, liquidated damages payable under sub-clause .2(a) of this clause GCC shall apply only to the failure to perform the activities/items as specified in the Implementation Schedule in the Requirements and/or Agreed and Finalized Project Plan. This sub-clause .3(b) shall not limit, however, any other rights or remedies the Client may have under the Contract for other delays.

(c) If liquidated damages are claimed by the Client for the activity or item, the Consultant shall have no further liability whatsoever to the Client in respect to the time guarantee for the activity or item. However, the payment of liquidated

damages shall not in any way relieve the Consultant from any of its obligations to complete the System or from any other of its obligations and liabilities under the Contract.

<b>Clause No.</b>	<b>8</b>
<b>Clause Heading</b>	<b>Service Conformity Guarantee and Performance Security Trigger</b>
<b>Sub-Clause No.</b>	
<b>.1</b>	The Consultant guarantees that, once the Acceptance Certificate(s) has been issued, the work is in compliance with the Client's requirements set forth in the Requirements and it conforms to all other aspects of the Contract. The Consultant acknowledges that GCC Clause 24.5 regarding Acceptance governs how conformance of the work to the Contract requirements will be determined.
<b>.2</b>	If, for reasons attributable to the Consultant, the work does not conform to the Requirements or does not conform to all other aspects of the Contract, the Consultant shall at its cost and expense make such changes, modifications, and/or additions as may be necessary to conform to the Requirements and meet all standards. The Consultant shall notify the Client upon completion of the necessary changes, modifications, and/or additions and shall request the Client to re-check.
<b>.3</b>	If the work fails to conform to the Requirements, the Client may consider termination of the Contract, pursuant to GCC Clause 15.2, and forfeiture of the Consultant's Performance Security in accordance with GCC Clause 19.3 in compensation for the extra costs and delays likely to result from this failure.

<b>Clause No.</b>	<b>9</b>
<b>Clause Heading</b>	<b>IPR Warranty and Indemnity</b>
<b>Sub-Clause No.</b>	
<b>.1</b>	<p><b>IPR Warranty:</b> The Consultant hereby represents and warrants that the performance of the Service, does not and will not infringe any Intellectual Property Rights held by any third party and that it has all necessary rights or at its sole expense shall have secured in writing all transfers of rights and other consents necessary to make the assignments, licenses, and other transfers of Intellectual Property Rights and the warranties set forth in the Contract, and for the Client to own or exercise all Intellectual Property Rights as provided in the Contract. Without limitation, the Consultant shall secure all necessary written agreements, consents, and transfers of rights from its employees and other persons or entities whose services are used.</p>
<b>.2</b>	<p><b>IPR Indemnity:</b> The Consultant shall indemnify and hold harmless the Client and its employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the Client or its employees or officers may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights by reason of performance of the service.</p>
<b>.3</b>	<p>Such indemnities shall not apply if any claim of infringement:</p> <ul style="list-style-type: none"> <li>(a) is asserted by a parent, subsidiary, or affiliate of the Client's organization;</li> <li>(b) is a direct result of a design mandated by the Client's Requirements and the possibility of such infringement was duly noted in the Consultant's Proposal or Bid;</li> </ul>
<b>.4</b>	<p>If any proceedings are brought or any claim is made against the Client arising out of the matters referred to in sub-clause .2 of this clause GCC, the Client shall promptly give the Consultant notice of such proceedings or claims, and the Consultant may at its own expense and in the Client's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.</p> <p>If the Consultant fails to notify the Client within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Client shall</p>



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

- .5 The Client shall indemnify and hold harmless the Consultant and its employees, officers, and Subcontractors from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Consultant or its employees, officers, or Subcontractors may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided to the Consultant in connection with this Contract by the Client or any persons (other than the Consultant) contracted by the Client, except to the extent that such losses, liabilities, and costs arise as a result of the Consultant's breach of sub-clause .6 of this clause GCC.

Such indemnity shall not cover

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

Such indemnities shall also not apply:

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

.6 If any proceedings are brought or any claim is made against the Consultant arising out of the matters referred to in sub-clause .5 of this clause GCC, the Consultant shall promptly give the Client notice of such proceedings or claims, and the Client may at its own expense and in the Consultant's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Client fails to notify the Consultant within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Consultant shall be free to conduct the same on its own behalf. Unless the Client has so failed to notify the Consultant within the twenty-eight (28) days, the Consultant shall make no admission that may be prejudicial to the defence of any such proceedings or claim. The Consultant shall, at the Client's request, afford all available assistance to the Client in conducting such proceedings or claim and shall be reimbursed by the Client for all reasonable expenses incurred in so doing.

<b>Clause No.</b>	<b>10</b>
<b>Clause Heading</b>	<b>Limitation of Liability</b>
<b>Sub-Clause No.</b>	
<b>.1</b>	<p>(a) Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.</p> <p>(b) the Consultant shall not be liable to the Client, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, or loss of "interest" costs, provided that this exclusion shall not apply to any obligation of the Consultant to pay liquidated damages to the Client; and the Consultant shall replace all the equipment which is intentionally / accidentally damaged during the course of supply of services.</p> <p>(c) the aggregate liability of the Consultant to the Client, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, agreed by the both parties; provided that this limitation shall not apply to any obligation of the Consultant to indemnify the Client with respect to intellectual property rights infringement.</p>

<b>Clause No.</b>	<b>11</b>
<b>Clause Heading</b>	<b>Indemnity</b>
<b>Sub-Clause No.</b>	
<b>.1</b>	The Consultant and each and every Subcontractor shall abide by the job safety, insurance, other prevalent measures and the Applicable Law.
<b>.2</b>	Subject to sub-clause .3 of this Clause GCC, the Consultant shall indemnify and hold harmless the Client and its employees and officers from and against any and all losses, liabilities and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Client or its employees or officers may suffer as a result of the death or injury of any person or loss of or damage to any property arising in connection with the service and by reason of the negligence of the Consultant or its Subcontractors, or their employees, officers or agents, except any injury, death, or property damage caused by the negligence of the Client, its contractors, employees, officers, or agents.
<b>.3</b>	If any proceedings are brought or any claim is made against the Client that might subject the Consultant to liability under sub-clause .2 of this clause GCC, the Client shall promptly give the Consultant the notice of such proceedings or claims, and the Consultant may at its own expense and in the Client's name get conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Consultant fails to notify the Client within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Client shall be free to conduct the same on its own behalf. Unless the Consultant has so failed to notify the Client within the twenty-eight (28) day period, the Client shall make no admission that may be prejudicial to the defence of any such proceedings or claim. The Client shall, at the Consultant's request, afford all available assistance to the Consultant in conducting such proceedings or claim and shall be reimbursed by the Consultant for all reasonable expenses incurred in so doing.
<b>.4</b>	The Client shall indemnify and hold harmless the Consultant and its employees, officers, and Subcontractors from any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Consultant or its employees, officers, or Subcontractors may suffer as a result of the death or personal

injury of any person or loss of or damage to property of the Client, that is caused by fire, explosion, or any other perils, in excess of the amount recoverable from insurances procured under "Insurances" Clause 12 of GCC, provided that such fire, explosion, or other perils were not caused by any negligent act or failure of the Consultant.

- .5** If any proceedings are brought or any claim is made against the Consultant that might subject the Client to liability under sub-clause .4 of this clause GCC, the Consultant shall promptly give the Client the notice of such proceedings or claims, and the Client may at its own expense and in the Consultant's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Client fails to notify the Consultant within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Consultant shall be free to conduct the same on its own behalf. Unless the Client has so failed to notify the Consultant within the twenty-eight (28) days, the Consultant shall make no admission that may be prejudicial to the defence of any such proceedings or claim. The Consultant shall, at the Client's request, afford all available assistance to the Client in conducting such proceedings or claim and shall be reimbursed by the Client for all reasonable expenses incurred in so doing.
- .6** The party entitled to the benefit of an indemnity under this GCC Clause shall take all reasonable measures to mitigate any loss or damage that has occurred. If the party fails to take such measures, the other party's liabilities shall be correspondingly reduced.

<b>Clause No.</b>	<b>12</b>
<b>Clause Heading</b>	<b>Insurances</b>
<b>Sub-Clause No.</b>	
<b>.1</b>	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 14.2.
<b>.2</b>	The Client shall be named as co-insured under all insurance policies taken out by the Consultant pursuant to sub-clause .1 of this clause GCC, except for the Third-Party Liability, and the Consultant's Subcontractors shall be named as co-insured under all insurance policies taken out by the Consultant pursuant to sub-clause .1 of this clause GCC. All insurers' rights of subrogation against such co-insured for losses or claims arising out of the performance of the Contract shall be waived under such policies.
<b>.3</b>	The Consultant shall deliver to the Client certificates of insurance (or copies of the insurance policies) as evidence that the required policies are in full force and effect.
<b>.4</b>	The Consultant shall ensure that, where applicable, its Subcontractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless such Subcontractors are covered by the policies taken out by the Consultant.
<b>.5</b>	If the Consultant fails to take out and/or maintain in effect the insurance referred to in sub-clause .1 of this clause GCC, the Client may take out and maintain in effect any such insurance and may from time to time deduct from any amount due to the Consultant under the Contract any premium that the Client shall have paid to the insurer or may otherwise recover such amount as a debt due from the Consultant.
<b>.6</b>	Unless otherwise provided in the Contract, the Consultant shall prepare and conduct all and any claims made under the policies affected by it pursuant to this GCC Clause and all monies payable by any insurers shall be paid to the

Consultant. The Client shall give to the Consultant all such reasonable assistance as may be required by the Consultant in connection with any claim under the relevant insurance policies. With respect to insurance claims in which the Client's interest is involved, the Consultant shall not give any release or make any compromise with the insurer without the prior written consent of the Client. With respect to insurance claims in which the Consultant's interest is involved, the Client shall not give any release or make any compromise with the insurer without the prior written consent of the Consultant.

<b>Clause No.</b>	<b>13</b>
<b>Clause Heading</b>	<b>Force majeure</b>
<b>Sub-Clause No.</b>	
<b>.1</b>	<p><b>“Force Majeure”</b> means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.</p> <p>Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.</p> <p>Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p>
<b>No Breach of Contract</b>	<p>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.</p>
<b>c. Measures to be Taken</b>	<p>A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal</p>



to the time during which such Party was unable to perform such action as a result of Force Majeure.

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

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

In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 5.

**.4** The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfil its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract under GCC Clause 14.6.

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

- (a) constitute a default or breach of the Contract;
- (b) (subject to GCC Clauses 14.3, and 14.4 give rise to any claim for damages or additional cost or expense occasioned by the delay or non performance,

if, and to the extent that, such delay or non performance is caused by the occurrence of an event of Force Majeure.

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

- .7 In the event of termination pursuant to GCC Clause 14.6, the rights and obligations of the Client and the Consultant shall be as specified in GCC Clause “Termination”.
- .8 Notwithstanding GCC Clause 14.5, Force Majeure shall not apply to any obligation of the Client to make payments to the Consultant under this Contract.

## C. TERM, TERMINATION AND MODIFICATION OF CONTRACT

<b>Clause No.</b>	<b>14</b>
<b>Clause Heading</b>	<b>Term</b>
<b>Sub-Clause No.</b>	
<b>.1</b>	<p><b>Effectiveness of contract:</b> 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.</p>
<b>.2</b>	<p><b>Commencement of Services:</b> 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.</p>
<b>.3</b>	<p>The Consultant shall commence work within the period specified at sub-clause .2 of this clause GCC, and the Consultant shall thereafter proceed with the work in accordance with the time schedule specified in the Implementation Schedule in the Requirements Section and any refinements made in the Agreed and Finalized Project Plan.</p>
<b>.4</b>	<p>The Consultant shall adhere to the timelines in the Implementation Schedule in the Requirements Section and any refinements made in the Agreed and Finalized Project Plan, or within such extended time to which the Consultant shall be entitled under GCC Clause 14.5(Extension of Time).</p>
<b>.5</b>	<p><b>Extension of time:</b> The time(s) specified in the Schedule of Implementation shall be extended if the Consultant is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:</p> <ul style="list-style-type: none"> <li>(a) any occurrence of Force Majeure as provided in GCC Clause 13 “Force Majeure”;</li> <li>(b) default of the Client; or</li> <li>(c) any other matter specifically mentioned in the Contract;</li> </ul> <p>by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Consultant.</p>
<b>.6</b>	<p>Except where otherwise specifically provided in the Contract, the Consultant shall submit to the Project Manager a notice of a claim for an extension of the time, together with particulars of the event or circumstance justifying such extension as</p>

soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Client and the Consultant shall agree upon the period of such extension. In the event that the Consultant does not accept the Client's estimate of a fair and reasonable time extension, the Consultant shall be entitled to refer the matter under "Settlement of Disputes" of GCC Clause 5.

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

**Clause No.** 15  
**Clause Heading** Termination  
**Sub-Clause No.**

**.1 Expiration of contract:**  
 Unless terminated earlier pursuant to Clause GCC 14 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

**.2 Termination by the Client:** The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (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 5;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 14.

19.1.2 Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive,

coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract. For the purposes of this Clause:

(i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) "obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation by the Trust into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(bb) acts intended to materially impede the exercise of the Client's inspection and audit rights provided for under Sub-Clause.10 of Clause 21 "Consultant's Responsibilities" GCC.

(g) If the Client, in its sole discretion and for any reasons whatsoever, decides to terminate this contract.

.3

**Termination by the Consultant:** 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 the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 49.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

**.4 Termination of contract for failure to become effective:**

If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

**.5 Cessation of rights and obligations:** 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 26, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 21, and (iv) any right which a Party may have under the Applicable Law.

**.6 Cessation of Services:** Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 14a or GCC 14b, 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 21.1 or GCC 21.18.

.7

**Payment upon Termination :** Upon termination of this Contract, the Client shall make the following payments to the Consultant:

(a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant;

(b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 14.1, 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.

.8

**Disputes about Events of termination:** If either party disputes whether an event specified in paragraphs under sub-clauses .2 or .3 of this Clause GCC occurred, such party may, within forty-five (45) Days after receipt of notice of termination from the party, refer the matter to arbitration pursuant to “Dispute Settlement” clause GCC hereof, and this contract shall be terminated on account of such event except in accordance with the terms of any resulting arbitral award.



<b>Clause No.</b>	<b>16</b>
<b>Clause Heading</b>	<b>Modification</b>
<b>Sub-Clause No.</b>	
<b>.1</b>	<p><b>Modification:</b> Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.</p> <p>In cases of substantial modifications or variations, the prior written consent of the Bank is required.</p>
<b>.2</b>	<p><b>Introducing a Change:</b> Client shall have the right to propose, and subsequently require, the Project Manager to order the Consultant from time to time during the performance of the Contract to make any change, modification, addition, or deletion to, in, or from the Service (interchangeably called “Change”), provided that such Change falls within the general scope of the work, does not constitute unrelated work, and is technically practicable, taking into account the capability of the Consultant</p>
<b>.3</b>	<p>The Consultant may from time to time during its performance of the Contract propose to the Client (with a copy to the Project Manager) any Change that the Consultant considers necessary or desirable to improve the quality or efficiency of the Service. The Client may at its discretion approve or reject any Change proposed by the Consultant.</p>
<b>.4</b>	<p>Notwithstanding sub-clauses .2 and .3 of this clause GCC, no change made necessary because of any default of the Consultant in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time.</p>
<b>.5</b>	<p><b>Assignment:</b> Neither the Client nor the Consultant shall, without the express prior written consent of the other, assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or hereunder, except that the Consultant shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.</p>

## D. PAYMENT

Clause No.	17
Clause Heading	Price
Sub-Clause No.	
.1	The Contract Price shall be as specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.
.2	Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the <b>SCC</b> .
.3	The Consultant shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.

**Clause No.** 18  
**Clause Heading** Payment Terms

**Sub-Clause No.**

.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.

The Contract Price shall be paid in Indian Rupees as specified in the SCC.

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

.3 Payments shall be made promptly by the Client, but in no case later than forty five (45) days after submission of a valid invoice by the Consultant. In the event that the Client fails to make any payment by its respective due date or within the period set forth in the Contract, the Client shall pay to the Consultant interest on the amount of such delayed payment at the rate(s) **specified in the SCC** for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

.4 **Mode of Billing and payments:**

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

(a) Advance payment. Within the number of days after the Effective Date, the Client shall pay to the Consultant an advance payment as specified in the **SCC**. Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix 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 44 and GCC 45 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration reimbursable expenses separately.
- (c) The Client shall pay the Consultant's invoices within sixty (60) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.
- (d) The Final Payment .The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after

receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above.

- (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.
- (f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

**.5**

**Suspension:**

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

**Interest on Delayed Payments**

If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 18.4 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC**.

**Clause No. 19**

**Clause Heading Securities**

**Sub-Clause No.**

**.1 Issuance of Securities**

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

**.2 Advance Payment Security**

(a) As **specified in the SCC**, the Consultant shall provide a security equal in amount and currency to the advance payment and valid until the acceptance of all the deliverables.

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

**.3 Performance Security**

(a) The Consultant shall, within twenty-eight (28) days of the notification of Contract award, provide a security for the due performance of the Contract in the amount and currency **specified in the SCC**.

(b) The security shall be a bank guarantee in the form provided in the Appendix-5, or it shall be in another form acceptable to the Client.

(c) The security shall automatically become null and void once all the obligations of the Consultant under the Contract have been fulfilled, including, but not limited to, any obligations during the Warranty Period and any extensions to the period. The security shall be returned to the Consultant no later than twenty-eight (28) days after its expiration.

(d) Upon Acceptance of the entire work, the security shall be reduced to the amount **specified in the SCC**, on the date of such Acceptance, so that the reduced security would only

cover the remaining warranty obligations of the Consultant.

<b>Clause No.</b>	<b>20</b>
<b>Clause Heading</b>	<b>Taxes and Duties</b>
<b>Sub-Clause No.</b>	
<b>.1</b>	<p>The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the <b>SCC</b>.</p> <p>As an exception to the above and as stated in the <b>SCC</b>, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.</p>
<b>.2</b>	<p>If any tax exemptions, reductions, allowances, or privileges may be available to the Consultant, the Client shall use its best efforts to enable the Consultant to benefit from any such tax savings to the maximum allowable extent.</p>
<b>.3</b>	<p>For the purpose of the Contract, it is agreed that the Contract Price specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement is based on the taxes, duties, levies, and charges prevailing at the date thirty (30) days prior to the date of proposal submission(also called “Tax” in this GCC sub-Clause). If any Tax rates are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of the Contract, which was or will be assessed on the Consultant, its Subcontractors, or their employees in connection with performance of the Contract, an equitable adjustment to the Contract Price shall be made to fully take into account any such change by addition to or reduction from the Contract Price, as the case may be.</p>



## E. RESPONSIBILITIES

**Clause No.** 21  
**Clause Heading** Consultant's Responsibilities

**Sub-Clause No.**

**.3** **Standard of Performance:** The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

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

The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

**.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.

Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when

- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

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

**.5** **Consultant to affiliate not to engage in certain activities:**

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

**.6** **Prohibition of conflicting activities:**

The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

.7

### **Accounting, Inspection and Auditing**

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 shall permit and shall cause its Sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Clause GCC21 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Bank's prevailing sanctions procedures.)

.8

### **Maintaining of records and reports:**

Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

.18

### **Equipment and materials furnished by the Client**

Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

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

.19

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

**Clause No.** 22  
**Clause Heading** **Client's Responsibilities**

**Sub-Clause No.**

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

- .1 Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- .2 Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- .3 Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- .4 Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- .5 Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- .6 Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for

the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.

**.6 Access to facilities:**

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

**.7 Counter personnel:**

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

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 GCC clause as specified.

Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

**.8 Services, facilities and Property of the Client:**

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

38.2 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 41.3.

## F. SUBJECT OF CONTRACT

**Clause No.** 23

**Clause Heading** Project Plan

**Sub-Clause No.**

- .1 In close cooperation with the Client and based on the Preliminary Project Plan included in the Consultant's proposal/bid, the Consultant shall develop a Project Plan encompassing the activities specified in the Contract. The contents of the Project Plan shall be as **specified in the SCC** and/or Requirements.
- .2 The Progress and other reports **specified in the SCC** shall be prepared by the Consultant and submitted to the Client in the format and frequency specified in the Requirements.
- .3 The Consultant shall formally present to the Client the Project Plan in accordance with the procedure specified in the SCC.
- .4 The Consultant shall undertake to deliver in accordance with the Agreed and Finalized Project Plan and the Contract.



<b>Clause No.</b>	<b>24</b>
<b>Clause Heading</b>	<b>Documents Approval</b>
<b>Sub-Clause No.</b>	
<b>.1</b>	<p><b>Instructions and Specifications</b></p> <p>(a)The Consultant shall execute the work and the implementation activities necessary for successful performance of the work in compliance with the provisions of the Contract or, where not so specified, in accordance with good industry practice.</p>
<b>.2</b>	<p><b>Codes and Standards</b></p> <p>Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date of signing the Contract shall apply unless otherwise <b>specified in the SCC</b>. During Contract execution, any changes in such codes and standards shall be applied after approval by the Client.</p>
<b>.3</b>	<p><b>Approval/Review of Documents by the Project Manager</b></p> <p>(a)The Consultant shall prepare and furnish to the Project Manager the documents as <b>specified in the SCC</b> for the Project Manager's approval or review.</p> <p>Any part of the Service covered by or related to the documents to be approved by the Project Manager shall be executed only after the Project Manager's approval of these documents.</p> <p>Sub-Clauses .3(b) onwards of this clause GCC shall apply to those documents requiring the Project Manager's approval, but not to those furnished to the Project Manager for its review only.</p> <p>(b)Within fourteen (14) days after receipt by the Project Manager of any document requiring the Project Manager's approval in accordance with Sub-Clause .3(a) of this clause GCC, the Project Manager shall either return one copy of the document to the Consultant with its approval endorsed on the document or shall notify the Consultant in writing of its disapproval of the document and the reasons for disapproval and the modifications that the Project Manager proposes. If the Project Manager fails to take such action within the fourteen (14) days, then the document shall be deemed to have been approved by the Project Manager.</p> <p>(c)The Project Manager shall not disapprove any document</p>

except on the grounds that the document does not comply with some specified provision of the Contract or that it is contrary to good industry practice.

(d) If the Project Manager disapproves the document, the Consultant shall modify the document and resubmit it for the Project Manager's approval in accordance with Sub-Clause .3(b) of this clause GCC. If the Project Manager approves the document subject to modification(s), the Consultant shall make the required modification(s), and the document shall then be deemed to have been approved, subject to Sub-Clause .3(e) of this clause GCC. The procedure set out in Sub-Clauses .3(a) through (d) of this clause GCC shall be repeated, as appropriate, until the Project Manager approves such documents.

(e) If any dispute occurs between the Client and the Consultant in connection with or arising out of the disapproval by the Project Manager of any document and/or any modification(s) to a document that cannot be settled between the parties within a reasonable period, then, the Project Manager shall give instructions as to whether and if so, how, performance of the Contract is to proceed. The Consultant shall proceed with the Contract in accordance with the Project Manager's instructions, provided that after the dispute resolution, the Term of contract shall be extended accordingly.

(f) The Project Manager's approval, with or without modification of the document furnished by the Consultant, shall not relieve the Consultant of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Project Manager or inaccurate information furnished in writing to the Consultant by or on behalf of the Client.

(g) The Consultant shall not depart from any approved document unless the Consultant has first submitted to the Project Manager an amended document and obtained the Project Manager's approval of the document, pursuant to the provisions of this Sub-Clause .3 of this clause GCC.

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

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

<b>Clause No.</b>	<b>25</b>
<b>Clause Heading</b>	<b>Personnel</b>
<b>Sub-Clause No.</b>	

**Description of personnel:**

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**.

If required to comply with the provisions, adjustments with respect to the estimated time-input of Key Experts set forth in **Appendix B** may be made by the Consultant by a written notice to the Client, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth.

If additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated time-input for the Key Experts may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth, the Parties shall sign a Contract amendment.

**.2 Replacement of personnel:**

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

Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration

**.3 Approval of personnel:**

If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed

to have been approved by the Client.

The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.

.4

#### **Removal and / or Replacement of personnel**

- (a) Except as the Client may otherwise agree, no changes shall be made in the key personnel. If, for any reason beyond the reasonable control of the Consultant it becomes necessary to replace any of the personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If Client
  - (i) finds that any of the personnel has committed serious misconduct or has been charged with having committed a criminal action, or
  - (ii) has reasonable cause to be dissatisfied with the performance of any of the personnel, then the Consultant shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualification and experience acceptable to the Client.
- (c) Any of the personnel provided as a replacement under sub-clauses (a) and (b) above, the rate of remuneration applicable to such person, shall be subject to the prior written approval by the Client except as the Client may otherwise agree.
- (d) Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

#### **Working Hours, Overtime, Leave etc:**

Working hours and holidays for Experts are set forth in **Appendix B**. To account for travel time to/from the Client's country, experts carrying out Services inside the Client's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Client's country as is specified in **Appendix B**.

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.

Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

## SPECIAL CONDITIONS OF CONTRACT

### A. GENERAL PROVISIONS AND INTERPRETATION

**GCC Clause No.**      **1**  
**Clause Heading**    **Definitions**

**Sub Clause No.**

.1 (b) (iii) The Client is: CEO, AHCT

.1 (b) (iv) The Project Manager is: *[insert: name of the Consultant]*

.1 (b) (v) The Consultant's Representative is:

Name: *[ insert: name and provide title and address further below, or state "to be nominated within fourteen (14) days of the Effective Date" ]*

Title: *[ if appropriate, insert: title ]*

.1 (e) (vi) *The Contract shall continue in force until all the Services have been provided unless the Contract is terminated earlier in accordance with the terms set out in the Contract. Or insert: necessary and appropriate dates.*

**GCC Clause No.**      **3**  
**Clause Heading**      **Representatives**

**Sub-Clause No.**

**.1**                            (b)Authorized Member: \_\_\_\_\_

**.2**                            **Project Manager Extensions and /or Limitations:**

No additional extensions and/ or limitations.

**.3**                            **Consultant's Representative's Extensions and/or Limitations:**

**Clause No.** 4

**Clause Heading** Notices

**Sub-Clause No.**

.3 Address of the Project Manager :,

Fallback address of the Client:

Aarogyasri HealthCare Trust  
DR Y.S.R Bhavan,  
Opp DrBR Ambedkar Open University,  
Road no 46, Jubilee Hills,  
Hyderabad-500 033

Address of the Consultant's Representative \_\_\_\_\_

Fallback address of the Consultant\_\_\_\_\_.

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

**GCC Clause No** 5

**Clause Heading** Dispute Settlement

**Sub-Clause No.**

.2 **Arbitration:**

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

Disputes shall be settled in accordance with the following provisions:

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

In the event that both the Chief Executive Officers or a substitute thereof are unable to resolve the dispute within {60} days of it being referred to them, then either Party may refer the dispute for resolution to a sole arbitrator who shall be jointly appointed by both parties, or, in the event that the parties are unable to agree on the person to act as the sole arbitrator within (30) days after any party has claimed for an arbitration in written form, by three arbitrators, one to be appointed by each party with power to the two arbitrators so appointed, to appoint a third arbitrator. The matter shall be referred to arbitration in accordance with the provisions of Arbitration and Conciliation Act.

### **(ii) Arbitration**

Any Dispute which is not resolved amicably by conciliation, as provided above, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed as stated above. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi, or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be Hyderabad and the language of arbitration proceedings shall be English.

The arbitrators shall make a reasoned award (the “Award”). Any Award made in any arbitration held pursuant to the settlement of disputes shall be final and binding on the Parties as from the date it is made, and the Consultant and the Client agree and undertake to carry out such Award without delay.

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

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

### **(iii) Miscellaneous**

In any arbitration proceeding hereunder:

- (a) Proceedings shall, unless otherwise agreed by the



Parties, be held in Hyderabad;

(b) English language shall be the official language for all purposes; and

(c) The decision of the sole arbitrator or of a majority of the arbitrators (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.

<b>GCC Clause No</b>	<b>6</b>
<b>Clause Heading</b>	<b>Copyright, Confidential Information, and Ownership</b>
<b>Sub-Clause No.</b>	
<b>.1</b>	<b>Copyright conditions</b> (if any):
<b>.2</b>	<b><i>Persons, topics, and conditions for which the confidentiality clause does not apply.</i></b>  The Government of Andhra Pradesh shall have complete access to all types of technical and / or financial information it obtains or develops with respect to the Consultant and its Information Technologies.
<b>.3</b>	Patient health related data shall remain confidential irrespective of time.
<b>.4</b>	<b>Ownership:</b> Restriction about the future use, if any: Nothing shall be used for any purpose what so ever without the prior written consent of the Client.

## B. GUARANTEES, LIABILITIES, INDEMNITIES, INSURANCE AND RISKS

GCC Clause 7

Clause Heading Time Guarantee and Liquidated Damages Trigger

Clause No

2. Triggering of Liquidated Damages:

(a)Liquidated damages

GCC Clause No. 12

Clause Heading Insurances

Sub-Clause No.

.1(a) The Consultant shall obtain Third-Party Liability Insurance in the amount of *[ insert: monetary value ]* with deductible limits of no more than *[ insert: monetary value ]*. The insured Parties shall be *[ list insured parties ]*. The Insurance shall cover the period from *[ insert: beginning date, relative to the Effective Date of the Contract ]* until *[ insert: expiration date, relative to the Effective Date of the Contract or its completion ]*.

.1(c) 1. The limitation of coverage should be as per the provisions of Employees Compensation Act, providing accident benefits as medical treatment expenses arising out of the above Act.

Specifically: *[ insert: requirements ]*. The Insurance shall cover the period from *[ insert: beginning date, relative to the Effective Date of the Contract ]* until *[ insert: expiration date, relative to the Effective Date of the Contract or its completion ]*.

2. Group Personal Accident Insurance (GPAI) from LIC, for covering the temporary / permanent disabilities, and or death arising out of and during the course of employment of the Service Providers employees.

The Insurance shall cover the period from *[ insert: beginning date, relative to the Effective Date of the Contract ]* until *[ insert: expiration date, relative to the Effective Date of Contract or its completion ]*.

3. The Consultant shall obtain insurance for all the equipment to which its personnel shall have access to in District Coordinator's Office premises for the performance of its

services. The insurance shall cover the entire contract period.

## **C. TERM, TERMINATION AND MODIFICATION OF CONTRACT**

Clause No.	<b>14</b>
Clause Heading	<b>Term</b>
Sub-Clause No.	
.1	<p><b>Effectiveness conditions:</b></p> <p>1. All the resources under the contract shall be deployed.</p>
.2	<p><b>Commencement of Services:</b> The Consultant shall commence work within 24 hours from the Effective Date.</p>
Clause No.	<b>15</b>
Clause Heading	<b>Termination</b>
Sub-Clause No.	
.1	<p><b>Expiration of Contract and extension</b></p> <p>The contract shall terminate at the end of 12 months from the Effective Date and shall be extendible by a further period of three (3) months.</p>
.4	<p><b>Termination of Contract for Failure to Become Effective:</b> The time from the date of signing of contract shall be 30 days.</p>

## D. PAYMENT

<b>GCC Clause No.</b>	<b>17</b>
<b>Clause Heading</b>	<b>Price</b>
<b>Sub-Clause No.</b>	
.2	Price adjustment formula: Contract price shall not exceed ___% of the agreement value in case of additional services being entrusted to the Consultant during the course of the contact. Additional service shall be paid at the same rates specified in the Price Schedule at Appendix 6.
<b>GCC Clause No.</b>	<b>18</b>
<b>Clause Heading</b>	<b>Payment Terms</b>
<b>Sub-Clause</b>	
.1	Subject to the provisions of GCC Clause (Terms of Payment), the Client shall pay the Contract Price to the Consultant according to the manner specified below. <ul style="list-style-type: none"> <li>(a) Advance Payment:</li> <li>(b) At the end of each month, payments shall be made as per the calculation at SCC 18.4(f)</li> </ul>
.3	Not applicable.
.4(e)	Account details of the Consultant:
.4(f)	<b>Other conditions</b> <ul style="list-style-type: none"> <li>(i) Payments shall be determined on the basis of time actually spent by personnel in the performance of the services from the date of commencement of the services. Further, <ul style="list-style-type: none"> <li>(1) It is understood (i) that the monthly rates shall cover (A) such salaries and allowances as the Consultant shall have agreed to pay to the Personnel as well as factors for social charges and overheads based on the Consultant's average costs, as represented by the financial statement of the Consultants latest fiscal years, (B) the cost of backstopping by home office staff not included in the Personnel listed in Appendix 3, and (C) the Consultant's fee, and (ii) that anything other than the above shall not be allowed as an element of</li> </ul> </li> </ul>

overhead.

- (2) The monthly rate shall be calculated based on days spent in the performance of work as determined by the application of Aarogyasri Health Care Trust and/ or attendance approved by District Coordinator.
- (3) The monthly rates for various categories of resources shall be paid as per the price schedules at Appendix 6.
- (4) The total payments under 18.4f. (3) Shall not exceed the contract price at Clause 17.2 of GCC.

.5 Process Of Suspension: Time given for rectification is 2 weeks. In case rectification does not take place in 2 weeks the Consultant shall stand suspended and all payments stopped.

**GCC Clause No. 19**

**Clause Heading Securities**

**Sub-Clause No.**

**.2(a) Advance Payment Security**

The Consultant shall provide within fifteen (15) days of the notification of Contract award an Advance Payment Security in the amount of the Advance Payment specified in SCC for GCC Clause 18.1 above.

**.2(b) Does not apply.**

**.3(a) The Performance Security shall be for an amount equal to \_\_\_ percent of the Contract Price.**

**.3(d) The Performance Security shall be released after the expiry of 30 days upon the expiration of contract.**

## E. RESPONSIBILITIES

<b>GCC Clause No.</b>	<b>21</b>
<b>Clause Heading</b>	<b>Consultant's Responsibilities</b>
<b>Sub-Clause No.</b>	
<b>.1</b>	Limitation of Obligations:
<b>.16</b>	<b>Accounting, Inspecting and Auditing</b>
	Specific bases: None
<b>.19</b>	Other Consultant responsibilities:
	<ul style="list-style-type: none"> <li>(i) For a period of two years after the expiration of this contract, the Consultant shall not engage, and shall cause their personnel as well as their and their personnel not to engage, in the activity of a Consultant (directly or indirectly) of the services on which they advised the Client under this contract nor in the activity of an adviser (directly or indirectly) of potential of such services. The Consultant also agrees that their affiliates shall be disqualified for the same period of time from engaging in the said activities.</li> </ul>
<b>GCC Clause No.</b>	<b>22</b>
<b>Clause Heading</b>	<b>Client's Responsibilities</b>
<b>Sub-Clause No.</b>	
<b>.6</b>	<b>Details of Access to Facilities:</b> The Consultant shall have access to all the facilities required.
<b>.7</b>	<b>Details of Counter Personnel:</b>
<b>.9</b>	Other Client responsibilities:

## F. SUBJECT OF CONTRACT

<b>Clause No.</b>	<b>23</b>
<b>Clause Heading</b>	<b>Project Plan</b>
<b>Sub-Clause No.</b>	
.1	Project Plan shall be Annexure-2.
.2	<p>The Consultant shall submit to the Client the following reports:  <i>[ state “none,” or specify, for example:</i></p> <p style="margin-left: 40px;">(a) <i>Monthly (Quarterly) progress reports, summarizing:</i></p> <p style="margin-left: 80px;">(i) <i>results accomplished during the prior period;</i></p> <p style="margin-left: 80px;">(ii) <i>cumulative deviations to date from schedule of progress milestones as specified in the Agreed and Finalized Project Plan;</i></p> <p style="margin-left: 80px;">(iii) <i>corrective actions to be taken to return to planned schedule of progress; proposed revisions to planned schedule;</i></p> <p style="margin-left: 80px;">(iv) <i>other issues and outstanding problems; proposed actions to be taken;</i></p> <p style="margin-left: 80px;">(v) <i>resources that the Consultant expects to be provided by the Client and/or actions to be taken by the Client in the next reporting period;</i></p> <p style="margin-left: 80px;">(vi) <i>other issues or potential problems the Consultant foresees that could impact on project progress and/or effectiveness.</i></p> <p style="margin-left: 40px;">(b) <i>Monthly report on adherence to SLA (system generated).</i></p> <p><b>Note:</b> Other reports may be needed to monitor Contract performance/progress, for example:</p> <p style="margin-left: 40px;">(*) <i>intermediate analysis reports]</i></p>

<b>Clause No.</b>	<b>24</b>
-------------------	-----------

<b>Clause Heading</b>	<b>Documents Approval</b>
<b>Sub-Clause No.</b>	
<b>.2</b>	<b>Codes and Standards:</b> The Methodological Quality Standards adopted shall be : 1.
<b>.3</b>	<b>Approval/Review of Technical Documents by the Project Manager</b> The list of documents shall be: 1. Project Plan. 2. Two months roaster of staff deployment. 3. Document containing personnel replacements.
<b>.4</b>	<b>Acceptance Certificate Issuance Details:</b> Upon receipt of every deliverable from the Consultant, the District Coordinator shall issue the certificate of acceptance.



## **APPENDIX 1**

### **DESCRIPTION OF THE SERVICES**

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

**APPENDIX 2**  
**PROJECT PLAN**  
**(WITH DELIVERABLES AND DELIVERY SCHEDULE)**

**[List format, frequency and contents of deliverables and reports; persons to receive them; dates of submission;]**

### APPENDIX 3

#### KEY PERSONNEL

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

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

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

Name of member
----------------

Position	Candidate	
	Prime	Alternate
Candidate information	Name of candidate	Date of birth
	Professional qualifications	
Present employment	Name of Employer	
	Address of Employer	
	Telephone	Contact (manager / personnel officer)
	Fax	Phone
	Job title of candidate	Years with present Employer

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

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

**APPENDIX 4**

**HOURS OF WORK FOR KEY PERSONNEL AND SERVICE LEVEL AGREEMENT**

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

## APPENDIX 5

## Performance Security Form (Bank Guarantee)

---

*[insert: Client's Name, and Address of Office]*

**Date:** *[insert: date]*

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

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

At the request of the Consultant, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert: amount(s)<sup>1</sup> in figures and words]* upon receipt by us of your first demand in writing declaring the Consultant to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

On the date of your issuing, to the Consultant, the Operational Acceptance Certificate for the System, the value of this guarantee will be reduced to any sum(s) not exceeding *[insert: amount(s) Fehler! Textmarke nicht definiert. in figures and words]*. This remaining guarantee shall expire no later than *[insert: number and select: of months/of years (of the Warranty Period that needs to be covered by the remaining guarantee)]* from the date of the Operational Acceptance Certificate for the System,<sup>2</sup> and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Applicable Law.

---

*[Signature(s)]*

---

<sup>1</sup> The Client shall insert the amount(s) specified and denominated in the SCC for GCC Clauses 19.3(a).

<sup>2</sup> In this sample form, the formulation of this paragraph reflects the usual SCC provisions for GCC Clause 19.3(a). However, if the SCC for GCC Clauses 19.3(a) from the usual provisions, the paragraph, and possibly the previous paragraph, need to be adjusted to precisely reflect the provisions specified in the SCC.

## Advance Payment Security Form (Bank Guarantee)

---

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

**Date:** *[insert: date]*

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

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

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

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

For each payment after the advance payment, which you will make to the Consultant under this Contract, the maximum amount of this guarantee shall be reduced by the *[insert: ninth or appropriate figure/proportion]* part of such payment.<sup>3</sup> At the time at which the amount guaranteed becomes nil, this guarantee shall become null and void, whether the original is returned to us or not.

---

<sup>3</sup> *This sample formulation assumes an Advance Payment of 10% of the Contract Price excluding Recurrent Costs, and implementation of the main option proposed by this SBD in the SCC for GCC Clause 19.2(a) for gradually reducing the value of the Advance Payment Security. If the Advance Payment is other than 10%, or if the reduction in amount of the security follows a different approach, this paragraph would need to be adjusted and edited accordingly.*

**APPENDIX-6**  
**PRICE SCHEDULES**  
**[To be included]**



**Appendix 7**

**Minutes of Contract Finalisation Discussions and Agreed to Contract Amendments**