

## STANDARD FORM OF CONTRACT



Smart Kalyan Dombivli Development Corporation Limited

Appointment of ICT consultant for  
preparation of detailed project report and  
providing supervision services for  
implementation of Pan City Solution under  
Smart Cities Mission  
(Second call)

December 2017

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## **I. Form of Contract**

This CONTRACT (hereinafter called the “Contract”) is made on the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, Smart Kalyan-Dombivli Development Corporation Limited (hereinafter called the “Client”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

### **WHEREAS**

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) Appendices:
  - Appendix A: Terms of Reference
  - Appendix B: Key Personnel
  - Appendix C: Form of Performance Security
  - Appendix D: Payment Milestones under the Contract

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C and Appendix D. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

For and on behalf of *Smart Kalyan-Dombivli Development Corporation Limited*

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

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

## II. General conditions of contract

### A. General provisions

<p><b>1. Definitions</b></p>	<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 India, as they may be issued and in force from time to time.</li> <li>(b) “Bid” means the technical and the financial proposals submitted by the bidders in response to the tender</li> <li>(c) “Bidder” means the legally-established professional consulting firm or entity participating in the tender</li> <li>(d) “CEO” means the Chief Executive Officer of the Smart Kalyan-Dombivli Development Corporation Limited.</li> <li>(e) “Client” means Chief Executive officer of Smart Kalyan-Dombivli Development Corporation Limited, the implementing agency that signs the Contract for the Services with the selected Consultant.</li> <li>(f) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.</li> <li>(g) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).</li> <li>(h) “Day” means a working day unless indicated otherwise.</li> <li>(i) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 10.</li> <li>(j) “Personnel” means, collectively, Advisors, on-site team, or any other assigned by the Consultant to perform the Services or any part thereof under the Contract.</li> <li>(k) “GCC” means these General Conditions of Contract.</li> <li>(l) “GoM” means the Government of Maharashtra</li> <li>(m) “Gol” means the Government of India.</li> <li>(n) “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.</li> <li>(o) “Advisor(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose</li> </ul>
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	<p>Curricula Vitae (CV) was taken into account to assess the technical capabilities of the Consultant's proposal.</p> <p>(p) "Local Currency" means the currency of the Client's country i.e. Indian Rupees</p> <p>(q) "On-site team" means all the staff provided by the Consultant who are full time deployed to perform the Services or any part thereof based out of site under the Contract.</p> <p>(r) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.</p> <p>(s) "Proposal" refers to the technical and financial proposals containing required information as responses to the RFP submitted for the evaluation and further processes</p> <p>(t) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.</p> <p>(u) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.</p> <p>(v) "Tender" refers to the 'Request for Proposal' document to which the prospective bidders will respond</p> <p>(w) "Third Party" means any person or entity other than the Government, the Client, and the Consultant.</p>
<b>2. Relationship between the Parties</b>	<p>2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Personnel, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.</p>
<b>3. Law Governing Contract</b>	<p>3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.</p>
<b>4. Language</b>	<p>4.1. This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.</p>
<b>5. Communications</b>	<p>5.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.</p> <p>A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.</p>
<b>6. Location</b>	<p>6.1. The Services shall be performed at such locations as are specified in SCC hereto and, where the location of a particular task is not so</p>

	specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
<b>7. Authorized Representatives</b>	7.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.
<b>8. Corrupt and Fraudulent Practices (Commissions and fees)</b>	<p>8.1. The Client requires compliance with the policy in regard to corrupt and fraudulent practices as set forth in GCC 15.</p> <p>The Client requires the Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.</p>

## **B. Commencement, Completion, Modification and Termination of Contract**

<b>9. Effectiveness of Contract</b>	9.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
<b>10. Commencement of Services</b>	10.1. The Consultant shall confirm availability of Key Personnel and begin carrying out the Services not later than the Effective Date specified in the SCC.
<b>11. Expiration of Contract</b>	11.1. Unless terminated earlier pursuant to Clause GCC 18 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
<b>12. Entire Agreement</b>	12.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein unless otherwise agreed in writing by both parties.
<b>13. Modifications or Variations</b>	13.1. Any modification or variation of the scope under this Contract may be considered by the client. However, there should not be any financial implication on the Contract value.



<p><b>14. Performance security</b></p>	<p><b>14.1. Performance Security</b></p> <p>(a) The Consultant shall at its own expense deposit with SKDCL, within fifteen (15) working days of the date of notice of award of the contract, an unconditional Performance Security in the form of a bank guarantee from a scheduled or nationalized bank acceptable to SKDCL, payable on demand, for the due performance and fulfilment of the contract by the Bidder.</p> <p>(b) The Performance Security will be of 2% of the work order value. All incidental charges whatsoever such as premium, commission, registration, stamp duty etc. with respect to the Performance Security shall be borne by the Consultant. The bank guarantee shall be valid till six months after completion of contract period.</p> <p>(c) The Client shall not make a claim under the Performance Security, except for amounts to which the Client is entitled under the Contract in the event of:</p> <ul style="list-style-type: none"> <li>(i) Failure by the Consultant to extend the validity of the Performance Security on extension of time of the contract, in which event the Client may claim the full amount of the Performance Security,</li> <li>(ii) Failure by the Consultant to pay the Client any amount due, as either agreed</li> <li>(iii) Claims, Disputes and Arbitration, within 42 days after this agreement or determination,</li> <li>(iv) Circumstances which entitle the Client to terminate under Sub- Clause 19(a) [Termination by the Client], irrespective of notice thereof.</li> </ul>
<p><b>15. Corrupt and Fraudulent Practices</b></p>	<p><b>15.1.</b> The Bidder and their respective officers, employees, agents, associate and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this Tender, the Client shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Client shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, time, cost and effort of the Client, in regard to the Tender, including consideration and evaluation of such Bidder's Proposal.</p> <p><b>15.2.</b> Without prejudice to the rights of the Client hereinabove and the rights and remedies which the Client may have under the LOA or the Contract, if a bidder or Consultant, as the case may be, is found by the Client to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Service, such Bidder shall not be eligible to participate in any tender or RFP issued by the Client during a period of 2 (two) years from the date such bidder, as the case may be.</p> <p><b>15.3.</b> For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:</p>

	<p>a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Client, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract, who at any time has been or is a legal, financial or technical consultant/ adviser of the Client in relation to any matter concerning the Project;</p> <p>b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;</p> <p>c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;</p> <p>d) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party<sup>1</sup></p> <p>e) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and</p> <p>f) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.</p>
<b>16. Force Majeure</b>	

<sup>1</sup> For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

<p><b>a. Definition</b></p>	<p>16.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.</p> <p>16.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Personnel 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>16.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p>
<p><b>b. No Breach of Contract</b></p>	<p>16.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract without incurring additional costs without the prior consent of the client.</p>
<p><b>c. Measures to be Taken</b></p>	<p>16.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>16.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>16.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>16.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:</p> <p>(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</p> <p>(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.</p>

	16.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 47 and 48.
<b>17. Suspension</b>	17.1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.
<b>18. Termination</b>	This Contract may be terminated by either Party as per provisions set up below:
<b>a. By the Client</b>	<p>18.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least fifteen (15) calendar days' written notice in case of the event referred to in (f):</p> <ul style="list-style-type: none"> <li>(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 17;</li> <li>(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;</li> <li>(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 48</li> <li>(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;</li> <li>(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;</li> <li>(f) If the Consultant fails to confirm availability of Key Personnel as required in Clause GCC 29.</li> </ul> <p>18.2. 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 engagement under the Contract.</p>
<b>b. By the Consultant</b>	18.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause.

	<p>(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.</p> <p>(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1.</p> <p>(d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within thirty (30) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.</p>
<b>c. Cessation of Rights and Obligations</b>	18.4. Upon termination of this Contract pursuant to Clauses GCC 17 or GCC 18 hereof, or upon expiration of this Contract pursuant to Clause GCC 11, 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 21, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 24, and (iv) any right which a Party may have under the Applicable Law. The residual rights and obligations referred herein shall survive only for a period up to three years after termination.
<b>d. Cessation of Services</b>	18.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 18, 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 25 or GCC 26.
<b>e. Payment upon Termination</b>	<p>18.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:</p> <p>(a) remuneration for Services rendered in accordance with this contract prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 39;</p> <p>(b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 18, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Personnel.</p>

## C. Obligations of the Consultant

<b>19. General</b>	
<b>a. Standard of Performance</b>	19.1. The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall

	<p>observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.</p> <p>19.2. The Consultant shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.</p> <p>19.3. The Consultant shall not subcontract whole of the services.</p>
<b>b. Law Applicable to Services</b>	<p>19.4. 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 Personnel, comply with the Applicable Law.</p> <p>19.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when</p> <p>19.6. as a matter of law or official regulations, the Client's country prohibits commercial relations with that country;</p> <p>19.7. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.</p>
<b>20. Conflict of Interests</b>	<p>20.1. The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.</p>
<b>a. Consultant Not to Benefit from Commission, Discounts, etc.</b>	<p>20.2. The payment of the Consultant pursuant to GCC F (Clauses GCC 19 through) shall constitute the Consultant's only payment in connection with this Contract, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that the Personnel and agents of either of them, similarly shall not receive any such additional payment.</p> <p>20.3. Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Applicable Guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.</p>
<b>b. Consultant and Affiliates Not to Engage in Certain Activities</b>	<p>20.4. The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, 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.</p>
<b>c. Prohibition of Conflicting Activities</b>	<p>20.5. The Consultant shall not engage, and shall cause its Personnel not to engage, either directly or indirectly, in any business or professional</p>

	activities that would conflict with the activities assigned to them under this Contract.
<b>d. Strict Duty to Disclose Conflicting Activities</b>	20.6. The Consultant has an obligation and shall ensure that its Personnel shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
<b>21. Confidentiality</b>	<p>21.1. Except with the prior written consent of the Client, the Consultant and the Personnel 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 Personnel make public the recommendations formulated in the course of, or as a result of, the Services.</p> <p>21.2. The obligations of confidentiality in this Contract do not apply to information which:</p> <ul style="list-style-type: none"> <li>a) is in the public domain at the time of disclosure to the receiving party or which later comes into the public domain through no breach of this Contract by the receiving party;</li> <li>b) the receiving party can show has come into its possession independent of its disclosure by the disclosing party;</li> <li>c) is lawfully disclosed to the receiving party by a third party without confidentiality obligations;</li> <li>d) the receiving party can show is independently developed by or known to it without reference to the confidential information;</li> <li>e) the disclosing party has approved for disclosure or release; or</li> <li>f) is required to be disclosed by the receiving party in order to comply with law, regulation or order or requirement of an authority (Binding Disclosure), provided that unless the receiving party is precluded from notifying the disclosing party about the requirement of a Binding Disclosure (in the opinion of the Consultant's legal counsel), the Consultant will give the Client as much prior written notice as is practicable under the circumstances to enable the Client to seek protective orders where feasible. To the extent that the Consultant is precluded from notifying the Client or the Client is unable to obtain legally binding waiver from Binding Disclosure in time for the Consultant to comply with the obligations as to Binding Disclosure, the confidentiality obligations set out in this Contract shall be waived.</li> </ul>
<b>22. Liability of the Consultant</b>	22.1. Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be limited to the Agreement Value.
<b>23. Insurance to be Taken out by the Consultant</b>	23.1. The Consultant (i) shall take out and maintain, at its 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 GCC10.
<b>24. Accounting, Inspection and Auditing</b>	<p>24.1. The Consultant shall keep accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.</p> <p>24.2. The Consultant shall during the term of contract permit, the Client and/or persons appointed by the Client 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 Client if requested by the Client subject to a prior written notice of two working days provided to the Consultant and that such audit shall be carried not more than once in a calendar year. All costs related to any inspection/audit will be borne by the Client.</p>
<b>25. Reporting Obligations</b>	<p>25.1. The Consultant shall submit to the Client the reports and documents specified in the RFP document and Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix.</p>
<b>26. Proprietary Rights of the Client in Reports and Records</b>	<p>26.1. Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client. The Client however acknowledges that all right, title and interest in the methodologies, processes, techniques, ideas, concepts, software, trade secrets and know-how (all collectively referred to as the "Knowledge Material") of the Consultant continue to remain those of the Consultant even if any of them is embodied in the reports, developed or supplied in connection with the Services. The Client shall have the non-exclusive perpetual licence to use the reports (including any Knowledge Material provided as a part of the report to the Client) to the extent necessary for the Client to use the reports in accordance with this Contract.</p> <p>26.2. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.</p>
<b>27. Equipment, Vehicles and Materials</b>	<p>27.1. Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's</p>



	<p>instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.</p> <p>27.2. Any equipment or materials brought by the Consultant or its Personnel into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.</p>
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## **D. Consultant's Personnel**

<b>28. Description of Personnel</b>	<p>28.1. The title, agreed job description, minimum qualification and time-input estimates to carry out the Service of each of the Consultant's Key Personnel are described in Appendix B.</p> <p>28.2. If time and input adjustments of the Consultant's personnel are required, such requests may be made by the Consultant by a written notice to the Client, provided that such adjustments shall not alter the original time-input estimates for any individual by more than 20% or two weeks, whichever is larger;</p> <p>28.3. If additional work is required beyond the scope of the Services specified in Appendix A, the estimated time-input for the Consultant's Personnel may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC, the Parties shall sign a Contract amendment.</p>
<b>29. Replacement of Personnel</b>	<p>29.1. The substitution of Advisors and any personnel of the On-site team 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. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience. The replacement process shall follow the guidelines laid out in SCC.</p>
<b>30. Approval of Additional Personnel</b>	<p>30.1. If during execution of the Contract, at Client's requirement, additional Personnel 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). The remuneration payable for such addition has been discussed and mutually agreed between the Client and Consultant.</p>
<b>31. Removal of Personnel</b>	<p>31.1. If the Client finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.</p> <p>31.2. In the event that any of personnel is found by the Client to be incompetent or incapable in discharging assigned duties, the Client,</p>

	<p>specifying the grounds thereof along with the documentary evidence, may request the Consultant to provide a replacement.</p> <p>31.3. Any replacement of the removed Expert shall possess equivalent or better qualifications and experience and shall be acceptable to the Client.</p>
<b>32. Replacement/ Removal of Personnel – Impact on Payments</b>	<p>32.1. The Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.</p>
<b>33. Working Hours, Overtime, Leave, etc.</b>	<p>33.1. Working hours and holidays for Personnel are as per the working calendar of SKDCL. To account for travel time to/from the Client's country, Personnel 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.</p> <p>33.2. The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except specified in Appendix B.</p> <p>33.3. Any taking of leave by Key personnel shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.</p>

## **E. Obligations of the Client**

<b>34. Assistance and Exemptions</b>	<p>34.1. Unless otherwise specified in the SCC, the Client shall use its best efforts to:</p> <ul style="list-style-type: none"> <li>(a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.</li> <li>(b) Assist the Consultant with promptly obtaining, for the Personnel 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.</li> <li>(c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents.</li> <li>(c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.</li> <li>(d) Assist the Consultant and the Personnel 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</li> </ul>
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	<p>corporate entity in the Client's country according to the applicable law in the Client's country.</p> <p>(e) Assist the Consultant and the Personnel 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 Personnel and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services.</p> <p>(f) Provide to the Consultant any such other assistance as may be specified in the <b>SCC</b>.</p>
<b>35. Access to Project Site</b>	<p>35.1. The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will not 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 Personnel in respect of liability for any such damage, unless such damage is caused by the will-ful default or negligence of the Consultant or the Personnel of either of them.</p>
<b>36. Change in the Applicable Law Related to Taxes and Duties</b>	<p>36.1. If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased, and corresponding adjustments shall be made to the payments as specified in Clause GCC 40 and 41.</p>
<b>37. Services, Facilities and Property of the Client</b>	<p>37.1. The Client shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A.</p> <p>37.2. 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.</p>
<b>38. Counterpart Personnel</b>	<p>38.1. The Client shall make available to the Consultant some professional as support counterpart personnel, to be nominated by the Client with the Consultant's suggestion, if specified in Appendix A. The counterpart personnel shall support the consultant in the execution of the Contract.</p> <p>38.2. Professional and support counterpart personnel, excluding Client's liaison personnel, shall be with the Consultant. Continuity of counterpart personnel will be ensured by the Client as required and/or for the benefit of the execution of the Contract.</p>

<b>39. Payment Obligation</b>	39.1. In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant and in such manner as is provided by GCC F below.
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## F. Payments to the Consultant

<b>40. Payment terms</b>	<p>40.1. The payment to the consultant shall be made as per the deliverables and terms specified in Appendix D.</p> <p>40.2. In case of extension of consultancy services than the stipulated timeframe, the escalation in the payments shall be as specified in the SCC.</p> <p>40.3. For any payments in excess of the payments specified in GCC 41, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.</p>
<b>41. Remuneration and Reimbursable Expenses</b>	<p>41.1. Unless the SCC provides for the price adjustment of the remuneration shall be fixed for the duration of the Contract as per the Financial Proposal submitted by the Consultant.</p> <p>41.2. The remuneration shall cover all the expenditure of the Consultant and no other claim shall be made by the Consultant.</p>
<b>42. Taxes and Duties</b>	<p>42.1. The Consultant and Personnel are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.</p> <p>42.2. As an exception to the above and as stated in the SCC, all local identifiable indirect taxes are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.</p> <p>42.3. Tax will be deducted at source as per the prevailing Income Tax Rules</p>
<b>43. Currency of Payment</b>	43.1. Any payment under this Contract shall be made in the currency specified in the SCC.
<b>44. Mode of Billing and Payment</b>	<p>44.1. Billings and payments in respect of the Services shall be made as follows:</p> <p>(a) <i>The Itemized Invoices.</i> 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 <b>SCC</b>, 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 <b>SCC</b>.</p> <p>(c) The Client shall pay the Consultant's invoices post approvals of the respective deliverables/ submissions. Should any discrepancy be found to exist between actual payment and</p>

	<p>costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments, if applicable.</p> <p>(d) <u><i>The Final Payment</i></u> .The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and is as per terms and conditions under this contract. The review comments shall be given to the Consultant within 30 days. Post incorporation of all review comments the Consultant shall be submitting the final deliverables. On submission of the final report the Consultant shall submit the final invoice. 45 days post approval of the final deliverable the payment shall be disbursed to the Consultant.</p> <p>(e) All payments under this Contract shall be made to the accounts of the Consultant specified in the <b>SCC</b>.</p> <p>(f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.</p>
<b>45. Interest on Delayed Payments</b>	45.1. If the Client had delayed payments beyond thirty (30) days the consultant may claim interest as mentioned in SCC.

## **G. Fairness and Good Faith**

<b>46. Good Faith</b>	46.1. The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
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## **H. Settlement of Disputes**

<b>47. Amicable Settlement</b>	<p>47.1. The Parties shall seek to resolve any dispute amicably by mutual consultation.</p> <p>47.2. If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 48.1 shall apply.</p>
<b>48. Dispute Resolution</b>	48.1. Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.
<b>49. Arbitration</b>	

<p><b>(a) Selection and substitution of Arbitrator</b></p>	<p>49.1. Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>(a) Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p> <p>(b) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the Indian Council of Arbitration, Mumbai for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute.</p> <p>(c) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Registrar, The Indian Council of Arbitration, Mumbai.</p> <p>(d) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Registrar, The Indian Council of Arbitration, Mumbai. to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p> <p>49.2. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>49.3. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical Personnel with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country <b>[Note: If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties]</b> or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p>(a) the country of incorporation of the Consultant <b>[Note: If the Consultant consists of more than one entity, add: or of any of their members or Parties];</b> or</p> <p>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</p> <p>(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders;</p>
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<b>(b) Miscellaneous</b>	<p>49.4. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none"><li>(a) proceedings shall, unless otherwise agreed by the Parties, be held in <i>[select a country which is neither the Client's country nor the Consultant's country]</i>;</li><li>(b) the <i>English</i> language shall be the official language for all purposes; and</li><li>(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.</li></ul>
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### III. Special Conditions of Contract

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a) and 3.1	The Contract shall be construed in accordance with the law of INDIA
4.1	The language is: English
5.1 and 6.1	<p><b>The addresses are:</b></p> <p>Client : Smart Kalyan-Dombivli Development Corporation Limited</p> <p>Attention : _____</p> <p>Address : _____</p> <p>E-mail (as applicable): _____</p> <p>Consultant : _____</p> <p>Attention : _____</p> <p>Address : _____</p> <p>E-mail (as applicable) : _____</p>
7.1	<p><b>The Authorized Representatives are:</b></p> <p><b>For the Client:</b> Chief Executive Officer, Smart Kalyan-Dombivli Development Corporation Limited</p> <p><b>For the Consultant:</b> [name, title] _____</p>
9.1	<b>The effectiveness conditions are the following:</b> The date of signature of the contract
10.1	<p><b>Commencement of Services:</b></p> <p>Commencement shall be within 5 working days from the date of signing of the contract</p> <p>Confirmation of Consultant's personnel availability to start the Services shall be submitted to the Client in writing as a written statement signed by each Key Experts on or before the date of commencement of Services.</p>
12.1	<p><b>Expiration of Contract:</b></p> <p>The time period shall be 10 weeks of DPR preparation and 48 months of supervision services till the master system integrator completes the work and operationalizes the systems or may be extended on mutual consent on the successful performance of the Consultant or as per requirement that may arise that point in time. However, such extension is not binding upon the client.</p>



20 (b)	<p>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified (prior to appointment) from providing goods, works or non-consulting services or the contract should be terminated due to a conflict of a nature described in the clause</p> <p><b>Yes</b></p>
22	<p>The following limitation of the Consultant's Liability towards the Client:</p> <p><b>“Limitation of the Consultant's Liability towards the Client:</b></p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property or otherwise, shall not be liable to the Client:</p> <ul style="list-style-type: none"> <li>(i) for any indirect or consequential loss or damage; and</li> <li>(ii) for any direct loss or damage that in the aggregate exceeds the total value of the Contract;</li> </ul> <p><b>(b) This limitation of liability shall not</b> be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law in Client's Country.</p>
23.1	<p><b>The insurance coverage against the risks shall be as follows:</b></p> <p><b>(a) Professional liability insurance, with a minimum coverage of equal to the value of the Contract Price;</b></p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Personnel, with a minimum coverage as per Indian Motor Vehicle Act 1988 and any amendments thereof.</p> <p>(c) Third Party liability insurance, with a minimum coverage of <i>in accordance with the applicable law in the Client's country</i>.</p> <p>(d) employer's liability and workers' compensation insurance in respect of the Personnel in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
26	<p>The Consultant shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.</p>
29.1	<p>The Client expects all the Personnel specified in the Tender/ proposal to be available during implementation of the Contract. Substitution of personnel shall be limited to not more than three Advisors subject to equally or better qualified</p>

	and experienced personnel being provided to the satisfaction of the Client. However, till the roll-out of all systems as envisaged under the 'pan city solution' by master system integrator, no on-site personnel can be replaced. Replacement of each personnel till the roll-out of all systems shall incur penalty of 1% of the total Contract Value. Post roll-out, up to two replacements can be done with equivalent or more experienced personnel to the Client's satisfaction without any penalty. However, every replacement of more than two personnel without the consent from SKDCL shall incur a penalty of 0.5% of the Total Contract Value.
<b>34.1 (a) through (e)</b>	<i>[List here any changes or addition; if there are no such changes or additions, delete this Clause]</i>
<b>34.1 (f)</b>	<i>[List here any other assistance to be provided by the Client. If there is no such other assistance, delete this Clause]</i>
<b>40</b>	<p><b>Payments shall be made according to the following schedule</b></p> <p>The payment including remuneration of Consultant shall be linked with the time based milestone wise deliverable as per Appendix D of the document.</p> <p><b>(a) Any indirect local taxes including but not limited to Goods &amp; Services Tax chargeable in respect of this Contract for the Services provided by the Consultant shall be included in the financial proposal.</b></p>
<b>41.1</b>	<p>In case of extension of consultancy services beyond the stipulated period, as may be mutually agreed by the client and the consultant, the escalation in the monthly payment shall be escalated by 10% for the first year, 15% annually from the second year onwards.</p> <p>The payment terms for the deliverables shall remain the same.</p>
<b>42.1 and 42.2</b>	NA
<b>43.1</b>	The currency of payment shall be the following: <b>Indian Rupees</b>
<b>44.1 (a) and 44.1 (e)</b>	NA
<b>44.1 (e)</b>	<b>The accounts are:</b> for local currency: <i>[insert account]</i> .
<b>45.1</b>	<b>The interest rate is:</b> 6% for local currency.

## **IV. Appendices**

### **1. Appendix A – Terms of Reference**

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

## **2. Appendix B – Personnel details**

*[Insert a table based on Consultant's Technical Proposal. Attach the CVs (updated and signed by the respective personnel) demonstrating the qualifications and experience of personnel.]*

### 3. Appendix C –Performance Security (Format of Bank Guarantee)

*{Guarantor letterhead or SWIFT identifier code}*

#### **PERFORMANCE SECURITY**

*[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]*

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

**Beneficiary:** \_\_\_\_\_ *[Insert the name and address]*

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

Date: *[insert date (as day, month, and year) of Bid Submission]*

Contract No. and title: *[insert no. and title of bidding process]*

We have been informed that *[Insert the complete name of the consultant]* (hereinafter called "the Consultant") has entered into Contract No. \_\_\_\_\_ *[insert number]* dated \_\_\_\_\_ *[insert day and month]*, *[insert year]* with you, for the services, "Preparation of DPR and Providing Supervision Services for Implementation of the Pan City Solution under Smart Cities Mission". (hereinafter called "the Contract").

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 in figures and words]*, upon receipt by us of your first demand in writing declaring the Contractor 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.

This Guarantee shall expire no later than *[Insert number]* days from completion of the assignment, and any demand for payment under it must be received by us at this office on or before that date.

*[In preparing this Guarantee, the Purchaser might consider adding the following text to the Form]*

We agree to a one-time extension of this Guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

*[signatures of authorized representatives of the bank and the Consultant]*

#### 4. Appendix D – Payment milestones

<b>Deliverable</b>	<b>Timeline (in weeks)<sup>2</sup></b>	<b>% payment of the quoted fee for DPR preparation</b>
Inception report	2	1%
ICT Strategy and roadmap for pan city implementation		
Systems requirement specifications (DPR for each module along with required instrumentations):		
a. Urban services (water supply, sewerage, solid waste management) module	4	3%
b. Transportation, safety & surveillance	6	6%
c. E-governance module	10	6%
BOQ and specification for 'transportation, safety and surveillance'	8	2%
BOQ and specification for all other components of DPR (including all modules, grievance redressal cell, CSMC)	12	2%
Monthly progress reports on the review and supervision of pan city solution implementation	monthly (for 48 months)	80% ; equally divided over 48 months

<sup>2</sup> The timeline is counted from the date of issue of work order