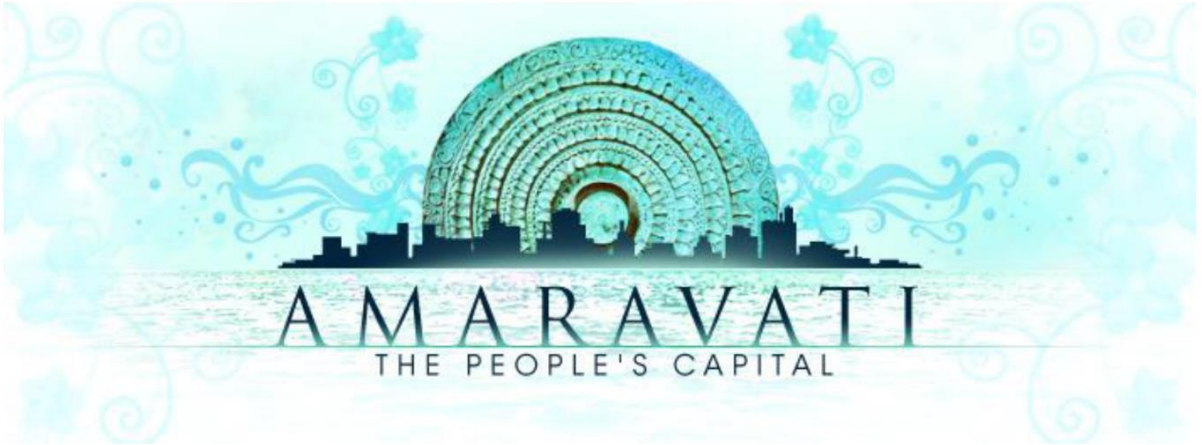




**GOVERNMENT OF ANDHRA PRADESH**  
**CAPITAL REGION DEVELOPMENT AUTHORITY**

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**RFP for Engagement of**  
**[insert project name]**

**RFP No: ; Dated: XX.XX.2025**

**COMMISSIONER, AP CRDA, VIJAYAWADA, AP, INDIA 520002**

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**ANDHRA PRADESH CAPITAL REGION DEVELOPMENT AUTHORITY**

**LENIN CENTER, VIJAYAWADA-520 002**

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## NOTICE INVITING TENDERS

(NIT)

**RFP No:XXXXXXX : Dated: XX.XX.2025**

1.	Department Name	:	Andhra Pradesh Capital Region Development Authority (APCRDA)
2.	Tender Number	:	<b>RFP No.: XXXX</b>
3.	Link to AP E-Procurement Website	:	<a href="http://www.apecurement.gov.in">www.apecurement.gov.in</a>
4.	Tender Subject	:	<b>Name of Assignment: RFP for Engagement of</b> <b>[insert project name]</b>
5.	Type of Selection	:	Quality & Cost Based Selection (80:20)
6.	Tender Type	:	Online Tender
7.	Contract Period	:	<b>___ Months from the date of award</b>
8.	Authority	:	Commissioner, APCRDA, Vijayawada ("herein after referred as <b>Client/Authority</b> ")
9.	Bid Validity	:	90 days from the date of Bid submission
10.	Bid Security (EMD)	:	INR _____ in the form of Bank Guarantee/ Insurance Surety Bond from a scheduled commercial bank in India
11.	BID processing fee (Non-refundable)	:	INR _____ (online payment in e- procurement portal)
12.	APTS Transaction Fee (Non-refundable)	:	INR 0.03% on the Total Cost + GST as applicable.

13.	Performance Security	:	5 (five) percent of winning contract value in the form of Performance Bank Guarantee/ Insurance Surety Bond from a scheduled commercial bank in India, valid till the completion of the intended project including the defect liability period
14.	Schedule download start date & Time	:	XX.XX.2025
15.	Pre-bid Meeting Date, Time and Place	:	XX.XX.2025 @ XX:XX Hrs
16.	Schedule download closing Date& time	:	XX.XX.2025 @ XX:XX Hrs
17.	Proposal submission closing Date & time	:	XX.XX.2025 @ XX:XX Hrs
18.	Technical Proposal Opening Date (Technical Bid stage) & time	:	XX.XX.2025 @ XX:XX Hrs
19.	Price Proposal opening Date & time	:	XX.XX.2025 @ XX:XX Hrs
20.	Place of Proposal opening	:	APCRDA, Lenin Centre, Governorpet, Vijayawada.
21.	Officer Inviting Proposal	:	HoD/CE ( ) – APCRDA
22.	Address	:	O/o Commissioner, APCRDA, Lenin Centre, Governorpet, Vijayawada-520002.
23.	Contact Details (for any clarifications regarding the RFP till the bid due date)s	:	HoD/CE – _____, APCRDA
24.	Point of Contact (POC) for procurement related grievances	:	Engineer-in-Chief, APCRDA mail: <a href="mailto:proc.complaints@apcrda.org">proc.complaints@apcrda.org</a>

- Note: 1. Bid security (EMD) shall be paid unconditional and irrevocable bank guarantee/ Insurance Surety Bond on Rs.100/- non-judicial stamp paper/e-stamp paper, valid for six months from the last date prescribed for submission of tenders, in favor of Andhra Pradesh capital region development authority (AP CRDA), Vijayawada.
2. EMD of unsuccessful bidder shall be returned upon signing of agreement by successful bidder. EMD of successful bidder shall be returned after confirmation of performance bank guarantee/ Insurance Surety Bond from the banks.

## **PROCEDURE FOR e-TENDERING REGISTRATION**

### **National Competitive Bidding (NCB)**

**Name of Assignment: RFP for Engagement of [insert project name]**

### **ACCESSING / PURCHASING OF BID DOCUMENTS**

- (i) It is mandatory for all applicants to have Class-III digital signature certificate (in the name of person who will sign the application) (with both Signing and Encryption Certificate) from any of the licensed certifying agency (“CAs”) {Applicants can see the list of licensed CAs from the link [www.cca.gov.in](http://www.cca.gov.in)} to participate in e tendering.
- (ii) To participate in the submission of Bids against the RFP, it is mandatory for the Bidders to get themselves registered with the [www.apecurement.gov.in](http://www.apecurement.gov.in) and to have user ID & password which has to be obtained by submitting an annual registration charges. The online payment facility for the submission of registration fee and tender processing fee, which is payable to E-Tender service provider on e-Tender portal [www.apecurement.gov.in](http://www.apecurement.gov.in)
- (iii) The RFP can be viewed / downloaded from the [www.apecurement.gov.in](http://www.apecurement.gov.in). Following may be noted:
- A) Applications can be submitted only during the validity of registration with the [www.apecurement.gov.in](http://www.apecurement.gov.in)
  - B) The amendments /clarification to the RFP, if any, will be posted on the [www.apecurement.gov.in](http://www.apecurement.gov.in)
  - C) If the Applicant has already registered with the [www.apecurement.gov.in](http://www.apecurement.gov.in) and validity of registration has not expired, then such Applicant does not require fresh registration.

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## VOLUME I: SCOPE OF SERVICES

## Contents

1.Introduction .....	
2.Scope of the Project .....	
3.Key Deliverables .....	
4.Duration .....	
5.Key Personnel .....	
6.Timelines.....	



## 1. INTRODUCTION

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

Amaravati will have physical infrastructure that is of global standards with most efficient utilities - environmentally sustainable, functionally smart and technology driven. It will also amalgamate the local cultures, historical roots, involve peoples' aspirations and a robust socio-economic plan to spur rapid and sustainable economic growth that is inclusive. This mix of modernity with continuity will develop Amaravati as a city with higher degree of livability quotient and create deep sense of attachment and ownership among its stakeholders. It is aspired that the city will become an ultimate destination for the investors, businesses, education, tourism, research, and development. In nutshell, the government hopes that the new city would be a people's capital".

With the objective of construction of new capital city Amaravati", an act has been passed by the Go AP to provide for the declaration of the new Capital area for state of the Andhra Pradesh and establishment of the Andhra Pradesh Capital Region Development Authority (APCRDA) for the purposes of planning, Coordination, execution, supervision, financing, and for promoting and securing the planned Development of the capital region development area, undertaking the construction of the new capital region development area, undertaking the Construction of the new capital for the state of Andhra Pradesh and for managing and supervising urban services in the new capital area and for matters ancillary thereto.

Amaravati, the People's Capital of the State of Andhra Pradesh, is envisioned to be a city of world-class standards with a vision to raise Andhra Pradesh's prominence in India. The Andhra Pradesh Capital Region Development Authority (APCRDA) is leaving no stone unturned to provide innovative infrastructure, comfortable living standards and economic prosperity for the residents of Amaravati capital city. The Land Pooling Scheme (LPS) adopted in Amaravati is the largest and the most successful of its kind in India, and is a

manifestation of the people's desire for a world-class capital.

**The Development of [insert project details]**

**[insert project summary]**

**2. Scope of the Project:**

**[INSERT SCOPE]**

**3. Key Deliverables:**

The Services to be delivered by the [consultant] during the development of the “**Project**” in Amaravati capital city, includes but is not limited to the following:

**[INSERT KEY DELIVERABLES]**

**4. DURATION:**

The duration for Development of the Said “Project” would be \_\_\_\_\_ months as per the contract agreement between APCRDA and the successful consultant.

**5. KEY PERSONNEL**

5.1. Below is the minimum personnel requirement of the manpower leading the Project office, in terms of the type functions. The details of the Personnel required during the “**tenure of the project**” are enclosed below,

**[INSERT TABLE OF KEY PERSONNEL REQUIREMENT]**

The Indicative cost of the key personnel is provided in Appendix I

**5.2. Other terms pertaining to key Personnel**

5.2.1. At any given time during the course of the assignment, all personnel shall be available on site

5.2.2. Non availability of the Personnel as per work plan, will be liable for penalty. The penalty will be levied at 1.50 times the indicative cost for their position for the absence

period. Unauthorized absence of the staff beyond 15 Days, the concerned staff will be terminated, and the replacement staff shall be made available within 15 Days.

- 5.2.3. Age of the Personnel: It is normally expected that 50% of the working hours shall be spent on the field. Hence all the candidates should be physically fit for achieving same. Annual health fitness certificate shall be obtained by the professionals from APCRDA designated hospital(s);
- 5.2.4. The client reserves the right to ask for the details regarding the proof of age, qualification, experience, and association of the Personnel with the Consultant.
- 5.2.5. Consultants, who are executing ongoing mandates from Client, must propose a separate team of Key Personnel while bidding for this project. The Key Personnel team deployed for this project is expected to be engaged full-time on this project. The Key Personnel proposed above should be available for presentations/discussions/meetings with the Client, State Government in Amaravati, Vijayawada, Guntur.
- 5.2.6. A summary of experience/ CV along with their Aadhaar number (in one page) is to be provided by the consultant for each of the Key Personnel.

## 6. Timelines

The timelines for key deliverables for the Consultant have been sub- divided into the following stages.

**[INSERT TIMELINES DELIVERABLE-WISE]**

## Appendix I

### [Indicative Cost of Key Personnel]

## VOLUME II : INSTRUCTIONS TO BIDDERS (ITB)

## **1. GENERAL**

### **1.1 Scope of Bid**

#### **1.1.1**

The Authority Invites Bids for the Services described in these Bidding Documents, in accordance with the procedures, conditions and contract terms prescribed in the Bidding Document.

#### **1.1.2**

The title and identification number of the Notice Inviting Bids (NIB), resulting Contract(s), and brief description of service are provided in the BDS.

#### **1.1.3**

The schedule of bidding process is as specified in the BDS.

#### **1.1.4**

The successful bidder will be expected to complete its performance within the period stated in the BDS.

#### **1.1.5**

Bidder must be ready to accept the extension of the contract by a further period specified in the BDS on the same terms and conditions, if so desired by Authority.

#### **1.1.6**

The Official Website and the address of Authority's Office for the purpose of this Bidding Document shall be as specified in the BDS.

#### **1.1.7**

If the BDS so provides, alternative procedures forming part or all of what is commonly known as e-Tendering are available to the extent specified in, or referred to by, the BDS.

#### **1.1.8**

The Bidding documents can be obtained from the [www.apecurement.gov.in](http://www.apecurement.gov.in) website. The bidder would be required to pay the processing fee and transaction fee, as mentioned in the BDS, online at the [www.apecurement.gov.in](http://www.apecurement.gov.in) website, while submitting a proposal.

#### **1.1.9**

Throughout these bidding documents, the definitions in the Conditions of Contract shall apply; Services refer to Activity Schedule; Authority refers to employer, buyer, Client and owner; and Consultant refers to supplier, seller, Service Provider and vendor.

#### **1.1.10**

Throughout the Bidding Documents, the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt, and the term "days" means calendar days unless a different meaning is evident from the context.

#### **1.1.11**

The Consultants must ensure that the Key Personnel team proposed to be engaged for this project are engaged full-time on this project.

### **1.2 General Instructions**

#### **1.2.1**

Any entity which has been barred by the Central Government, any State Government, a Statutory Authority or a public sector undertaking, as the case may be, from participating in any project and the ban subsists as on the date of Bid, would not be eligible to submit a Bid.

#### **1.2.2**

This Bidding Document is not transferable.

#### **1.2.3**

Any award of contract pursuant to this Bidding Document shall be subject to the terms of Bidding Document.

#### **1.2.4**

The statements and explanations contained in this Bidding Document are intended to provide a better understanding to the Bidders about the subject matter of the Bid for which this Bidding Document is issued and it should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the bidder set forth in the Bidding Document or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the assignment to be awarded pursuant to this Bidding Document or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Document including this document are to be noted, interpreted, and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

#### **1.2.5 Liability**

The Authority shall not be liable for any omission, mistake, or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to tender document, the Bidding Document, or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

#### **1.2.6**

By submitting a proposal, the Bidder agrees to promptly contract with the Authority for any work awarded to the Bidder. Failure on the part of the awarded Bidder to execute a valid contract with the Authority's due date will relieve the Authority of any obligation to the Bidder, and a different Bidder may be selected.

#### **1.2.7**

Any additional or different terms and conditions proposed by the Bidder would be rejected unless expressly assented to in writing by the Authority.

#### **1.2.8**

The Bidders shall adhere to the terms of this Bidding Document and shall not deviate from the same. If the Bidders have absolutely genuine issues only then should they provide their nature of non-compliance to the same. The Authority reserves its right to not accept such deviations to the Tender terms, in its sole and absolute discretion, and shall not be obliged to furnish any reason for exercising such right.

#### **1.2.9**

Responses received become the property of the Authority and can't be returned. Information provided by each Bidder will be held in confidence, and will be used for the sole purpose of evaluating a potential business relationship with the Bidder.

#### **1.2.10 Contacts during Bid Evaluation**

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Document, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

#### **1.2.11 Prohibited Practices**

For the purposes of this bid the Authority,

- (a) defines "Prohibited Practice" to comprise of any or all the following terms collectively
  - (i) **Corrupt practice** means (i) The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there



from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); Or (ii) Save and except as permitted under the Clauses relating to Bid Security (EMD)/Performance security of this Bidding Document as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

- (ii) **Fraudulent practice** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
  - (iii) **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;
  - (iv) **Undesirable practice** means establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process;
  - (v) **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.
- (b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in prohibited practices in competing for the contract in question; and
- (c) will blacklist consultant or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant has, directly or through an agent, engaged in prohibited practices in bidding for, or in executing, a contract of the Authority.
- (d) Besides above, the Government of Andhra Pradesh anti-corruption guidelines will apply to this RfP and Contract (Volume IV: Corrupt & Fraudulent Practices). It is binding on the selected bidder to comply with all applicable clauses applicable to the APCRDA, from time to time as amended.
- (e) Consultant's Code of Conduct:

All the consultant and sub-consultant's personnel must sign and follow the code of conduct (Appendix 9 to VOLUME V: Conditions of Contract)

### **1.2.12 Cost of Bid**

The Bidders shall be responsible for all the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

### **1.2.13 Payments to APCRDA**

The payments to be made by the bidders to APCRDA, the amounts payable, and the method of payment are mentioned in the BDS.

### **1.2.14 Definitions and Acronyms**

- "ITB" means Instructions to Bidders, "BDS" means Bid Data Sheet,
- "Paragraph" or "Para" refers to the paragraph number in the ITB or BDS,
- "Sub-para" or "Sub-paragraph" refers to the sub paragraph of a para of ITB or BDS,
- "Clause" or "Sub-Clause" refer to those in General Conditions of Contract (GCC) or Special Conditions of Contract (SCC).
- "Sexual Exploitation and Abuse" "(SEA)" means the following:
- Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially, or politically from the sexual exploitation of another;
  - Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions; and
  - "Sexual Harassment" "(SH)" is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Contractor's Personnel with other Contractor's or Employer's Personnel.
  - "GBV" means Gender Based Violence
  - All Standard Operating Procedures (SOPs) issued by APCRDA from time to time will be binding on all Consultants / Contractors for observing compliance.

### **1.3 Eligibility:**

#### **1.3.1**

This invitation for bids is open to service providers of specified in the BDS.

#### **1.3.2**

Proposals not complying with the 'Eligibility criteria' are liable to be rejected and will not be considered for further evaluation. The proposal should adhere to the minimum eligibility criteria specified in the BDS.

#### **1.3.3**

If a pre-qualification process has been undertaken for the Contract(s) for which these Bidding Documents have been issued, only those Bidders may participate that had been pre-qualified and continue to meet the eligibility criteria of this Paragraph ITB.

#### **1.3.4**

A Consultant or other entity that is ineligible according to any of the provisions of this bidding documents, may also not participate as a Joint Venture partner, or as Sub-contractor for or supplier of goods, works or services. If a bid becomes materially incomplete after removing ineligible entities, the bid may be disqualified.

#### **1.3.5**

Bidders shall provide such evidence of their continued eligibility satisfactory to the Client, as the Client shall reasonably request.

### **1.4 QUALIFICATIONS**

**1.4.1** By submission of documentary evidence in its bid, the Bidder must establish to the Client's satisfaction:

- (a) that it has the financial, technical, and production or performance capability necessary to perform the Contract, meets the qualification criteria specified in the BDS, and has a successful performance history. If a pre-qualification process has been undertaken for the Contract(s) for which these Bidding Documents have been issued, the Bidder shall, as part of its bid, update any information submitted with its application for pre-qualification;

## **1.5 PRE-BID MEETING AND/OR SITE VISIT**

### 1.5.1

Bidders are encouraged to submit their respective Bids after visiting the site locations and ascertaining for themselves the site conditions, infrastructure, and other available resources. The costs of visiting the site or sites shall be borne by the Bidder.

1.5.2 It shall be deemed that by submitting a Bid, the Bidder has:

1.5.2.1 Made a complete and careful examination of the Bidding document;

1.5.2.2 Received all relevant information requested from the Authority;

1.5.2.3 Accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Document or furnished by or on behalf of the Authority relating to any of the matters referred to sub-para in "General Instructions" paragraph ITB;

1.5.2.4 Satisfied itself about all matters, things and information including matters referred to in, necessary and required for submitting an informed Bid, implementation of the Proposal in accordance with the Bidding Document and performance of all of its obligations there under;

1.5.2.5 Acknowledged and agreed that inadequacy, lack of completeness or in correctness of information provided in the Bidding Document or ignorance of any of the matters refer to General Instructions" paragraph ITB, shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Agreement by the bidder;

1.5.2.6 Agreed to be bound by the undertakings provided by it under and in terms hereof.

1.5.2.7 Bidders shall have the opportunity to clarify doubts pertaining to the Bidding Document in order to clarify any issues they may have prior to finalizing their responses in the pre- bid conference. Responses to inquiries and any other corrections and amendments will be made available on the AP e-Procurement website as addenda to this Bidding Document.

### **1.5.3 Correspondence with the Bidder**

Save and except as provided in this document, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid. The Authority may, in its absolute discretion, seek additional information or material from any Bidders after the bid due date and all such information and material provided must be taken to form part of that Bidders response.

### **1.5.4**

The Authority shall be under no obligation to accept the lowest or any other offer received in response to this Bidding Document and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Authority reserves the right to make any changes in the terms and conditions of purchase. The Authority will not be obliged to meet and have discussions with any Bidder, and / or to respond to any representations.

## **2 BIDDING DOCUMENTS**

### **2.1 Contents of Bidding**

#### **2.1.1 Documents**

The Bidding Document comprise the documents listed in in the BDS and addenda issued in accordance with "Amendment of Bidding Document" ITB.

#### **2.1.2**

The bidder is expected to examine the Bidding Document, including all instructions, forms, contract terms and specifications. Failure to furnish all information required by the Bidding Document, or submission of a bid not substantially responsive to the documents in every respect, will be at the bidder's risk and may result in the rejection of its bid.

#### **2.1.3**

The Invitation for Bids is not formally part of the Bidding Documents and is included for reference only. In case of inconsistencies, the actual Bidding Documents shall prevail.

## **2.2 Clarifications**

### **2.2.1**

The Authority on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders as per (vii) of "Pre-bid meeting and" or Site Visit" Para ITB. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Document. Verbal clarifications and information given by the Authority, or its employees or representatives, shall not in any way or manner be binding on the Authority.

## **2.3 Amendment of Bidding Document**

### **2.3.1**

At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Bidding Document details by the issuance of Addenda.

### **2.3.2**

Any addendum issued hereunder will be in writing/updated on the AP e-Procurement website.

### **2.3.3**

In order to afford the Bidders a reasonable time for taking an addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

## **3 PREPARATION OF BIDS**

### **3.1 Language of bids**

#### **3.1.1**

The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged by the bidder and the Authority shall be written in English Language.

### **3.2 Documents Comprising the Bid**

#### **3.2.1**

The bid submitted by the Bidder shall comprise the following:

(a) A Bid Form (**Form T1**) completed and signed by a person or persons duly authorized to bind the Bidder to the Contract with the following attachments:

(i) Attachment **Form T2**: Bid Security (EMD) furnished in accordance with "Bid Security (EMD)" of ITB.

(b) The Technical part attachments consisting of the following:

- (i) Attachment **Form T3**: Bidder's Particulars and Eligibility Criteria (in the format indicated in Volume II (iv)), duly completed by the bidder in the manner supported by documentary evidence as specified therein, establishing that the bidder satisfies the eligibility criteria referred to in "Eligibility" 1.3 ITB and is otherwise eligible to perform the contract if its bid is accepted;
  - (ii) Attachment Qualifications of the bidder Documentary evidence establishing to the Authority's satisfaction, and in accordance with ITB "Qualifications", that the bidder has the requisite experience to qualify. The Bidder must provide evidence on any changes in the information submitted as the basis for pre-qualification or, if there has been no change at all in said information, a statement to this effect;
  - (iii) Attachment **Form T4-T6**:(Qualification of the Bidder)-Similar Work Experience, Personnel Capabilities, Candidates Summary.
  - (iv) Attachment **Form T7**: Bid process check list: check list and declaration to be filled and signed by competent authority
  - (v) Other Technical Attachments- any information or other materials required to be completed and submitted by the bidders in accordance with these Bidding Documents and specified in the BDS.
- (c) The Financial part attachments consisting of the following:
- (i) Attachment **Form F1**: The Price Bid Form and **Form F2**: Cost Breakup (in the format indicated in Volume II, duly completed by the bidder in the manner and detail indicated therein and in accordance with the requirements of "Bid Prices" ITB);
  - (ii) Other Financial Attachments- any information or other materials required to be completed and submitted by the bidders in accordance with these Bidding Documents and specified in the BDS.

### 3.2.2

The bidder shall submit offers which comply with the requirements of the Bidding Documents, including the basic technical requirements as indicated. The attention of bidders is drawn to the provision of **2.1.2** of "Contents of Bidding Documents" paragraph ITB regarding the rejection of bids which are not substantially responsive to the requirements of the Bidding Documents. Alternatives will not be considered unless permitted in **3.2.3** below.

### **3.2.3**

When alternatives are explicitly invited or permitted, a statement to that effect will be included in the **BDS**, as will the submission requirements and the methods for evaluating such alternatives.

### **3.2.4**

The Financial Bid should be furnished in the format at Price Bid form clearly indicating the bid amount in both figures and words, in Indian Rupees, and signed by the bidder's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

## **3.3 BID PRICES**

### **3.3.1**

Unless specified otherwise in the BDS, the contract shall be for all the services referred to in 1.1.1 "Scope of Bid" ITB, based on the price schedules submitted by the bidder as part of the financial bid.

### **3.3.2**

The bidder shall fill in price break-up for all cost items of the service. Prices indicated on the price schedules shall be entered separately in the manner and detail specified therein and in accordance with the other requirements specified in these documents.

### **3.3.3**

Unless specified in the BDS, prices quoted by the bidder shall be fixed during the bidder's performance of the Contract and not subject to variations on any account. A bid submitted with an adjustable price quotation which is not consistent with this paragraph ITB shall be rejected by the Authority as non-responsive.

## **3.4 BID CURRENCY**

Prices shall be quoted in Indian Rupees.



### **3.5 VALIDITY OF BIDS**

#### **3.5.1**

Bids shall remain valid, at a minimum, for the period specified in the BDS after the deadline date for bid submission prescribed by the Client, pursuant to "Due Date for Submission of Bids" 4.1 of ITB. A bid valid for a shorter period shall be rejected by the Client as non-responsive. For the convenience of Bidders, the BDS spells out the minimal original expiration dates for the validity of the bid. However, Bidders are responsible for adjusting the dates in the BDS in accordance with any extensions to the deadline date of bid submission pursuant to 4.1.2 of "Due Date for Submission of Bids" para of ITB.

#### **3.5.2**

In exceptional circumstances, prior to expiry of the bid validity period, the Client may request that the Bidders extend the period of validity for a specified additional period. The request and the responses to the request shall be made in writing. A Bidder may refuse the request without risking execution of the Bid-Securing Declaration or forfeiting the Bid Security (EMD), but in this case the bid will be out of the competition for the award. Except as provided in 3.5.3 of this para ITB, a Bidder agreeing to the request will not be required or permitted to modify its bid but will be required to ensure that the bid remains secured for a correspondingly longer period, pursuant to 3.6.2 of "Bid Security (EMD)" para of ITB.

#### **3.5.3**

In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial bid validity, the contract price will be adjusted as specified in the request for extension. Bid evaluation will be based on the bid prices without taking into consideration the above correction.

### **3.6 BID SECURITY (EMD)**

#### **3.6.1**

The Bid Security (EMD) is required to protect the Authority against the risk of the bidder's conduct which would warrant the forfeiture of the security, pursuant to 3.6.6 of this paragraph ITB. The Authority shall not be liable to pay any interest on the Bid Security (EMD) deposit so made and the same shall be interest free. Any Bid not accompanied by the Bid Security

(EMD) shall be summarily rejected by the Authority as non-responsive.

### **3.6.2**

The Bidder shall furnish as part of its Bid, a Bid Security (EMD). The

(a) amount;

(b) form;

(c) period of validity beyond the bid validity date, as extended, if applicable, and

(d) the time period within which the Bid Security (EMD) of the unsuccessful bidders will be returned are as specified in the BDS.

### **3.6.3**

The Bid Security (EMD) of a Joint Venture shall be issued in the name of the Joint Venture submitting the bid provided the Joint Venture has legally been constituted, or else it shall be issued in the name of all partners proposed for the Joint Venture in the bid. Sanctions due to a breach of the terms of a Bid Security (EMD) pursuant to 3.6.6 of this para ITB will apply to all partners to the Joint Venture.

### **3.6.4**

The Authority shall be entitled to forfeit and appropriate the Bid Security (EMD) as Damages inter alia in any of the events specified in 3.6.6 of this para ITB. The Bidder, by submitting its Bid pursuant to this notification shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in the bid data sheet in this Bidding Document. No relaxation of any kind on Bid Security (EMD) shall be given to any Bidder.

### **3.6.5**

Unless executed or forfeited pursuant to 3.6.6 of this para ITB, Bid Securities, if any, will be returned, without any interest, as promptly as possible, and within the time period specified at 3.6.2 "Bid Security (EMD)" ITB.,

(a) all Bidders upon annulment of the bidding pursuant to "Authority's Right to Accept any Bid or Reject any or all Bids" ITB;

- (b) Bidders refusing a request to extend the period of validity of their bids pursuant to 3.5.2 “Validity of Bids” ITB;
- (c) the successful Bidder once it has signed the Contract Agreement and furnished a valid Performance Security as required. The Authority may, at the Selected Bidder's option, adjust the amount of Bid Security (EMD) in the amount of Performance Security to be provided by him in accordance with the provisions of the Bidding Document;
- (d) the unsuccessful Bidders at the same time as in (c), that is, when they are informed about the successful establishment of the contract with the successful Bidder.

### 3.6.6

The Bid Security (EMD) shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Document and/ or under the Agreement, or otherwise, under the following conditions

(a) In case of a **Bidder**

- (i) If he submits a non-responsive bid, or
- (ii) If he engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice as specified in the 1.2.11 of “General Instructions” Para ITB, or
- (iii) If he withdraws his Bid during the period of Bid validity as extended by mutual consent of the respective Bidder(s) and the Authority;

(b) In the case of **Selected Bidder**, if he **fails** within the specified time limit

- (i) To sign and return the duplicate copy of LOA, or
- (ii) To sign the Contract agreement pursuant to “Contract Signing” 6.5.1 ITB or
- (iii) To furnish the Performance Security within the period prescribed in the agreement, or
- (iv) Having signed the Contract agreement, commits any breach thereof prior to furnishing the Performance Security.

### 3.6.7

If a Bid Security (EMD) is **not required in the BDS**, and

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in 3.5.2 “Period of Validity of Bids” ITB, or
- (b) if the successful Bidder fails to sign the Contract in accordance with “Contract Signing and

Performance Security" para ITB; or furnish a performance security in accordance with "Contract Signing and Performance Security" 6.5 ITB; the Borrower may, black-list or debar the bidder for a period of time as stated in the BDS from participating in future bids of the Authority.

### **3.6.8**

A Bidder shall be liable for disqualification and forfeiture of Bid Security (EMD) if any legal, financial or technical adviser of the Authority in relation to the Work is engaged by the Bidder, in any manner for matters related to or incidental to the implementation of this work during the Bidding Process or subsequent to the

- (i) Issue of the LOA or
- (ii) Execution of the Contract agreement.

In the event any such adviser is engaged by the Selected Bidder, after issue of the **LOA** or execution of the Contract Agreement, for matters related or incidental to the Scheme, then notwithstanding anything to the contrary contained herein or in the **LOA** or the Contract agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security (EMD) or Performance Security, as the case may be, which the Authority may have there under or otherwise, the **LOA** or the Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder for the same.

For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this bid notification. Nor will this disqualification apply where such adviser is engaged after a period of three years from the date of operation of this Proposal/Assignment.

## **4 SUBMISSION OF BIDS**

### **4.1 Due Date for Submission of Bids**

#### **4.1.1**

Bids shall be submitted to the Authority through the AP e-Procurement Portal, no later than the Bid Due Date.

#### **4.1.2**

The Authority may in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with "Amendment of Bidding Documents" 2.3 ITB in which case all rights and obligations of the Authority and the bidder's previously subject to the original due date will thereafter be subject to the due date as extended.

#### **4.1.3**

No Bidder shall submit more than one Bid for this Proposal.

#### **4.1.4 Submission of Hard copies**

The bidders are requested to submit the originals of Bid Security (EMD) to the Authority before the closing date of the bid either personally or through courier or by post and the receipt of the same within the due date shall be the responsibility of bidder. The department shall not take any responsibility for any delay or non-receipt. If any of the documents furnished by the bidder is found to be false/fabricated/bogus, the bidder is liable for blacklisting, forfeiture of the EMD, cancellation of work and criminal prosecution.

The bidder is requested to get a confirmed acknowledgement from the Authority as a proof of the hard copies submitted. The bidder must attach the required documents after uploading the same as required by Tender Inviting Authority in its tender conditions.

#### **4.2 Modifications, Substitution and Withdrawal of Bids**

- (i)* The Bidder may modify, substitute, or withdraw its e- bid, prior to the Bid Due Date. No Bid shall be modified, substituted, or withdrawn by the Bidder on or after the Bid Due Date.
- (ii)* Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Employer, shall be disregarded.
- (iii)* For modification of e-bid, bidder has to detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid.

- (iv) For withdrawal of bid, bidder has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid.
- (v) Before withdrawal of a bid, it may specifically be noted that after withdrawal of a bid for any reason, bidder cannot re-submit e-bid again.

## **5 BID OPENING AND EVALUATION**

### **5.1 Opening of Bids**

#### **5.1.1**

The Client will open all bids, including withdrawals, substitutions, and modifications, at the time, on the date and at the place specified in the BDS.

#### **5.1.2**

No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only bids that are opened and read out at bid opening shall be considered further.

#### **5.1.3**

Technical bids shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the presence or absence of a Bid Security (EMD) if one was required, the details of the technical bid attachments;

#### **5.1.4**

Bids and modifications that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances.

#### **5.1.5**

After the technical evaluation is complete, the financial bids of all the technically qualified bidders will be opened in the presence of the qualified bidders. The bidders' names, the bid prices, the prices of any alternative (if alternatives have been requested or permitted) any discounts, bid deviations, and such other details as the Authority may consider appropriate, will

be announced by the Authority at the time of financial bid opening. Any bid price, discount or modification that is not read out and recorded at bid opening will not be considered for bid evaluation, irrespective of the circumstances.

#### **5.1.6**

The Client will prepare minutes of the bid opening, including the information disclosed to those present in accordance with 5.1.2 "Opening of Bids" ITB. The minutes will promptly be distributed to all Bidders that met the deadline for submitting bids.

### **5.2 CONFIDENTIALITY**

#### **5.2.1**

The document including this Bidding Document and all attached documents, provided by the Authority are and shall remain or becomes the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also apply mutates (with the necessary changes in points of detail) to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid document, or any information provided along therewith.

#### **5.2.2**

Information relating to the examination, clarification, evaluation and comparison of bids, and recommendation for the award of contract, shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of, or concerning the Bidding Process, until the award to the successful bidder has been announced. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities or any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

### **5.2.3**

The bid evaluation process up to the award of a contract is confidential.

### **5.2.4**

Any effort by a bidder or its agents to influence the Authority's evaluation of bids or award decision, including the offering or giving of bribes, gifts, or other inducement, may result in the invalidation of its bid and the forfeiture of its Bid Security (EMD), pursuant to 3.6.6 of "Bid Security (EMD)" ITB.

## **5.3 Clarifications**

### **5.3.1**

To assist in the examination, evaluation and comparison of bids, the Authority may, at its sole discretion, ask any bidder for clarification of its bid, including breakdowns of its prices. Such clarification may be requested at any stage up to the contract award decision. Requests for clarification and the responses shall be in writing or by fax and no change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Authority in the evaluation of the bids in accordance with "Preliminary Examination of Bids" 5.4 ITB.

### **5.3.2**

If the Bidder does not provide clarifications sought for under 5.3 of this para ITB, within the specified time, its Bid shall be liable to be rejected. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

## **5.4 Preliminary Examination of Bids**

### **5.4.1**

Prior to the detailed evaluation of bids, the Authority will examine the bids to determine for each bid whether:

- (a) it is complete;
- (b) the documents have been properly signed;
- (c) it is accompanied by the required bid securities;



- (d) it is substantially responsive to the requirements of the bid documents; and
- (e) any computational errors have been made.

The Authority may require the bidder to provide any clarification and/or substantiation to determine responsiveness pursuant to 5.4.4 of this para ITB. In the case where a pre-qualification process has been undertaken for the Contract(s) for which these Bidding Documents have been issued, the Client will ensure that each bid is from a pre-qualified Bidder, and in the case of a Joint Venture, that partners and structure of the Joint Venture are unchanged from those in the pre-qualification.

#### **5.4.2**

Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between added or subtracted subtotals and totals, the unit or subtotal price shall prevail and the total price shall be corrected, unless in the opinion of the Client there is an obvious misplacement of the decimal point in the unit or subtotal prices, in which case the line item total as quoted shall govern and the unit price or sub-total shall be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the discrepancy is the result of a typo/error for which the correction is self-evident to the Client. If the Bidder with the Lowest Evaluated Bid does not accept the correction of errors, the bid shall be rejected. This will be considered as invalidating its bid and the Bid Security (EMD) may be forfeited pursuant to 3.6.6 of "Bid Security (EMD)" para ITB.

All items in the financial bid must be priced. If a bidder has included the price of the main activities/items, this must be clearly stated and a price of zero must be entered for the respective associated activities/items.

If a bidder fails to price activities/ items that are not the primary subject of the bid and the omission is judged to be non-material in accordance with 3.5.3 of this para ITB, the bid price will be adjusted for such omission in accordance with 5.5.2(c)(iv) "Evaluation and Comparison of Bids" para ITB for evaluation purposes only.

#### **5.4.3**

The Client may waive any minor informality, nonconformity, or irregularity in a bid that does

not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

#### **5.4.4**

Prior to the detailed evaluation, the Client will determine whether each bid is of acceptable quality, is complete, and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive bid is one which conforms to all the terms, conditions, and specifications of the Bidding Document without material deviation, reservation or omission. A material deviation, reservation or omission is one:

- (a) which affects in any substantial way the scope, quality, or performance of the contract;
- (b) which limits in any substantial way, inconsistent with the Bidding Document, the Authority's rights or the bidders' obligations under the contract; or
- (c) the rectification of which would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

#### **5.4.5**

Prior to evaluation of Bids, the Authority will determine whether each bid is responsive to the requirements of the Bidding Document. The Authority may, in its sole discretion, reject any bid that is not responsive hereunder. A Bid shall be considered responsive only if:

- (a) The Technical Bid is received in the form specified in "Documents Comprising the Bid"
- (b) It has been received by the Bid Due Date or its extended due date;
- (c) It contains all the information (complete in all respects) as requested in the Bidding Document;
- (d) It does not contain any condition or qualification; and
- (e) It is not non-responsive in terms hereof.

The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by the Authority in respect of such Bid.

### **5.5 Evaluation and Comparison of Bids.**

#### **5.5.1**

The method of selection adopted is as given in **BDS**.

The objective of this evaluation is to facilitate the selection of a successful bidder ensuring technically superior and professional services at optimal cost. The Client will evaluate and compare the bids that have been determined to be substantially responsive, pursuant to "Preliminary Examination of Bids" 5.4 of ITB. The Authority reserves the right to accept or reject any variation, deviation, or alternative offer which is not submitted in accordance with the bidding documents. Variations, deviations, alternative offers, and other factors that are in excess of the requirements of the bidding documents or which otherwise result in unsolicited benefits for the Authority, shall not be taken into account in bid evaluation.

### **5.5.2**

- (a) The Client's evaluation of a bid will be made on the basis of prices quoted in accordance with ITB "Bid Prices" 3.3.
- (b) The estimated effect of any price adjustment provisions under the Conditions of Contract, applied over the period of execution of the contract, shall not be taken into account in bid evaluation.
- (c) In evaluating the bids, the Authority will determine for each bid, the evaluated bid price by adjusting the bid price as follows:
  - (i) making any correction for errors pursuant to "Preliminary Examination of Bids" 5.4 ITB;
  - (ii) excluding provisional sums and the provision, if any, for contingencies in the price schedules;
  - (iii) making an appropriate adjustment for any other quantifiable acceptable non material variations, deviations or alternative offers; and
  - (iv) making appropriate adjustments to reflect additional factors in the manner and to the extent indicated in the BDS.
- (d) Bidders are requested to be prepared to demonstrate, through presentations and /or site visits, as part of the final evaluation in accordance with the responses given for the identified requirements, as per schedule of bidding process. The Bidder will arrange such demonstrations, presentations or site visits at its own cost.
- (e) Bidders must not present any reference as credential for which it is not in a position to present the verifiable facts/documents because of any non-disclosure agreement with its other customer or any other reason whatsoever. The Authority would not consider any statement as a credential if same cannot be verified as per its requirement for evaluation.

### **5.5.3 Evaluation Process Flow**

This is a three-step selection process in which the Bidder has to submit the bids in two separate envelopes at the time of submission of bids. The process is as given below.

- (a) In the first step, the Authority shall evaluate the 'Eligibility Criteria' and clear all the bids which pass through the Eligibility scrutiny. In the second step 'Technical Bids' shall be evaluated and based on the outcome of Technical evaluation, 'Commercial bids' shall be opened for the technically qualified proposals only. The final selection will be done based on Techno-commercial evaluation.
- (b) The Authority would display on the AP e-Procurement website the names of those successful bidders who have qualified in the Technical Evaluation.
- (c) A date, time and venue will be notified to those technically successful Bidders for opening of their Financial Bids on the e-Procurement website. The Authority will not entertain any query or clarification from Bidders who fail to qualify at any stage of the Selection Process.
- (d) The evaluation by the Authority will be undertaken by a Committee of Officials or/and representatives formed by the Authority and its decision shall be final.

### **5.5.4 Evaluation of Eligibility Criteria**

- (a) Bids submitted by all the bidders would be scrutinized for eligibility as per the 'Eligibility Criteria' specified in "Eligibility" BDS. Bids not complying with the eligibility criteria are liable to be rejected and will not be considered for further evaluation.
- (b) Successful bids out of this stage would be considered for technical evaluation. Bidders must submit the proof of all the credentials as required for scrutiny of eligibility criteria. Claims of the bidders without verifiable facts will not be considered as credentials towards satisfying eligibility criteria.

### **5.5.5 Technical Evaluation**

- a) The technical bids will be evaluated for determining the continued eligibility of the Bidder for the Work and compliance of the bids with the necessary technical requirements and scope of work of this Bidding Document.
- b) The Authority may seek specific clarifications from any or all the Bidder(s) at this stage. All the clarifications received within the bid due date shall be considered for evaluation. In case satisfactory clarifications are not received from the bidders within the bid due date, the respective technical parameters would be treated as non-compliant and decision to

qualify the bidder shall be accordingly taken by Authority.

- c) Technical bids would be evaluated based on the technical evaluation criteria and the marks with break-up as specified in the BDS.
- d) Technical Bids receiving 'T' greater than or equal to a score specified in BDS, (cut-off marks, 'm', defined in BDS) will be eligible for further evaluation. The technical and relative technical scores are evaluated as below:

- i. The technical bid will be analyzed and evaluated, based on which the Relative Technical Score shall be assigned to each bid on the basis of parameters mentioned above.
- ii. Relative Technical Score  $RS_{Tech}$  for each bidder will be calculated as follows based on above parameters:

$$RS_{Tech} = T/T_{high} 100$$

Where,  $RS_{Tech}$  = Relative score obtained by the bidder

T = Technical score obtained by bidder

$T_{high}$  = Highest Technical score secured among the Bidders

#### **5.5.6 Commercial Evaluation**

- (i) In this phase, the Commercial Bids of the Bidders, who are found technically qualified as stated above in previous phase, will be taken for commercial evaluation.
- (ii) The date for opening of commercial bids will be separately notified on the AP e-Procurement website.
- (iii) The Authority will determine whether the Financial Bids are complete, unqualified and unconditional. The Financial Bid quoted shall be deemed as final and omissions, if any, in costing any item shall not entitle the bidder to be compensated and the liability to fulfil its obligations as per the Bidding Document within the total quoted Financial Bid shall be that of the Bidder.
- (iv) Relative Technical score ( $RS_{Tech}$ ) of the technically qualified bids would be announced before the representative of the bidders and the commercial bids of those bidders would be opened for commercial evaluation.
- (v) Relative Financial Score ( $RS_{fin}$ ) for each bidder will be calculated as follows:

$$RS_{fin} = C_{Low}/C100$$

Where,  $RS_{fin}$  = Relative score for financial Bid of the Bidder

C = Financial bid value of the current Bid (LSF)

$C_{Low}$  = Lowest of financial bid value out of all the financial bids obtained.

### **5.5.7 Final Selection of the Eligible Bidder**

Total Relative Score (RS) obtained by each eligible Bidder will be calculated as follows:

$$RS = RSTech \text{ Technical weightage [insert: } WTech \text{ from BDS]} + RSFin \text{ financial weightage [insert: } WFin \text{ from BDS]}$$

The Bidder with the highest Relative Score (RS) will be selected subject to all the terms and conditions defined in this Bidding Document for further discussion prior to finalizing contract.

## **6 POST QUALIFICATION AND AWARD OF CONTRACT**

### **6.1 Post Qualification**

Deleted

### **6.2 Authority's Right to accept any Bid or Reject any or all Bids**

#### **6.2.1**

Notwithstanding anything contained in this document, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons thereof.

#### **6.2.2**

The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons. The Authority reserves the right to reject any Bid, disqualify the bidder and appropriate the Bid Security (EMD) if:

- (a) At any time before signing of the Agreement or after its execution and during the period of subsistence thereof, including the Contract thereby granted by the Authority, a material misrepresentation is made or uncovered, or
- (b) The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid. Such misrepresentation/improper response shall lead to the disqualification of the Bidder. If such disqualification

/rejection occurs after the Bids have been opened and the Selected Bidder has already been issued the LOA or has entered into the Contract agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this document, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder without the Authority being liable in any manner whatsoever to the Selected Bidder. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security (EMD) or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Document and/ or the Agreement, or otherwise. In the event of the selected bidder being disqualified / rejected, then the Authority reserves the right to:

- (i) Invite the remaining Bidders to submit their Bids in accordance with the ITB.
- Or
- (ii) Take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

### **6.2.3**

The Bidder must submit the response exactly in the formats mentioned in this Bidding document and same should be precise. No irrelevant information shall be provided. All the credentials, claimed in the response, must be accompanied with necessary proofs. The Authority would be at discretion to reject the response of the bidder in case any part or whole of the response document is found to be partially or fully incomplete or confusing or misleading or having irrelevant information.

### **6.2.4**

The Authority reserves the right to reject any proposal in case same is found incomplete or not submitted in the specified format given in this Bidding Document. The Authority would not give any clarification/explanation to the concerned bidder in case of such rejection.

### **6.2.5**

Authority reserves the right to modify the evaluation process at any time during the Tender process (before submission of technical and commercial responses by the prospective bidder), without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.

### **6.2.6**

Conditional bid is liable for rejection as a non-responsive Bid.

### **6.2.7**

Bidders are advised that the selection shall be on the basis of an evaluation by the Authority through the Selection Process specified in this document; And Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.

### **6.2.8**

Authority will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the best bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. However, Authority shall not be bound to accept the best bid or any bid.

### **6.2.9**

The Authority may at its absolute discretion exclude or reject any proposal that in the reasonable opinion of the Authority contains any false or misleading claims or statements. The Authority shall not be liable to any person for excluding or rejecting any such proposal.

## **6.3 Award Criteria**

### **6.3.1**

Subject to "Authority's Right to Accept any Bid or Reject any or all Bids" paragraph of ITB, the Authority will award the contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Document and who has achieved the highest evaluated bid, provided that such bidder has been determined to be qualified to perform the contract satisfactorily in accordance with the provisions in "Post Qualification" 6.1 of ITB.

### **6.3.2**

The Authority reserves the right at the time of award of the contract to increase or decrease the quantity/scope of works and/or services specified in the Work, up to the percentage specified in



the BDS, without change in the unit prices for such works and/or services, or other terms and conditions.

## **6.4 Award Notification, and Contract Signing**

### **6.4.1 Award Notification**

- (a) Prior to expiration of the period of bid validity, the Authority will notify the successful bidder by fax, confirmed by registered letter, that its bid has been accepted. The notification of award shall specify the sum which the Authority will pay the Consultant in consideration of the execution and completion of the contract.
  
- (b) The notification of award (hereinafter called "the Letter of Acceptance") will constitute the formation of the contract.
  
- (c) The Letter of Acceptance (LOA) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) working days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received within the bid due date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security (EMD) of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

## **6.5 CONTRACT SIGNING, AND PERFORMANCE SECURITY**

### **6.5.1 Contract Signing**

- (a) At the same time that the Authority notifies the successful bidder that its bid has been accepted, the Authority will send the bidder the contract agreement in the form provided in the Bidding Document, incorporating all agreements between the parties. After acknowledgement of the LOA as aforesaid by the Selected Bidder, the Authority shall cause the Bidder to execute the Contract agreement within the period prescribed in BDS. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Contract agreement.

- (b) Within period prescribed at sub-paragraph 6.5.1(a) of this para of ITB of receipt of the contract agreement, the successful bidder shall sign the contract agreement and return it to the Authority, together with the required performance security.
- (c) Upon fulfilment of 6.5.1(b) of this para of ITB, the Authority will promptly notify the other bidders that their bids have been unsuccessful and their Bid Security (EMD) will be returned as promptly as possible, in accordance with "Bid Security (EMD)" paragraph of ITB.

### **6.5.2 Performance Security**

- (a) Within the period prescribed at sub-paragraph 6.5.1(a) of this Para of ITB, of receipt of the Letter of Acceptance from the Authority, the successful bidder shall furnish to the Authority a performance security in accordance with the Conditions of Contract and in the form due date in the BDS or in another form acceptable to the Authority.
- (b) Failure of the successful bidder to comply with the requirements of 6.5 "Contract Signing and Performance Security" ITB shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security (EMD), in which event the Authority may make the award to the next highest scored bidder or call for new bids.

## **6.6 DISPUTE RESOLUTION PROCEDURE**

The method of dispute resolution is as indicated in the BDS and the Conditions of Contract.

**VOLUME III: BID DATA SHEET (BDS) AND  
FORMS**

## 1.1 Scope of Bid

### 1.1.2

**Title:** [INSERT PROJECT NAME].

**RFP No.:** ; dated: XX.XX.2025

**Brief Description of Services:** The Consultant is responsible the "Project" defined in Vol-1 Scope. Further details on the services can be referred to in the Volume-I of the document

**Resulting Contract:** As given in "Volume V - Conditions of Contract".

### 1.1.3

Schedule of Bidding process (with time lines wherever applicable)	Date & Time
Schedule download start date & Time	XX.XX.2025
Pre-Proposal Meeting Date, Time and Place	NA
Schedule download closing Date & time	XX.XX.2025 @ XX:X Hrs
Proposal submission closing Date & time	XX.XX.2025 @ XX:X Hrs
Technical Proposal Opening Date (Technical Bid stage)	XX.XX.2025 @ XX:X Hrs
Tentative date for Technical Presentation	Will be communicated later
Tentative Price Proposal opening Date & time	XX.XX.2025 @ XX:X Hrs

The RFP would be available on the AP e-Procurement website <https://tender.apecurement.gov.in/>

Any subsequent notifications, changes and amendments in the assignment/documents would be posted only on the website.

### 1.1.4

**Time period for completion of the project:** The Consultancy shall be for a duration of \_\_\_\_\_ months, until the completion of project. Subsequent extension of time shall be as per clause 1.1.5 below.

### 1.1.5

**Extension of time period:** The contract shall be extended by a duration of [\_\_ months], subject to approval by the Authority.

### 1.1.6

**Authority's address:**

Andhra Pradesh Capital Regional Development Authority (APCRDA),  
Lenin Center, Governorpet, Vijayawada-520002. Andhra Pradesh, India

**Website:** [www.crda.ap.gov.in](http://www.crda.ap.gov.in)

### 1.1.7

**AP e-tendering website:** [www.apecurement.gov.in](http://www.apecurement.gov.in)

### 1.1.8

**Bid Processing Fee (Non-Refundable)** : INR \_\_\_\_\_ (online payment in e-procurement portal)

**APTS Transaction Fee (Non-Refundable)** : INR 0.03% on the Total Cost + GST as applicable.

### 1.2.13

S No	Payment Type	Amount	Payment Method
1	Bid Security (EMD)	INR _____	Bank guarantee/ Insurance Surety Bond in favor of Andhra Pradesh Capital Region Development Authority (APCRDA), Vijayawada Or Payment through AP e-Procurement website
2	Bid Processing Fee	INR _____	Payment through AP e-Procurement website
3	Performance	_____ percent	Bank guarantee/ Insurance Surety

	Security	of winning bid amount	Bond in favor of Andhra Pradesh Capital Region Development Authority (APCRDA), Vijayawada
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### 1.3.1

[INSERT CONSULTANT TYPES THAT ARE ELIGIBLE TO BID]

### 1.3.2

#### Eligibility criteria of service providers:

Bidders must conform to the eligibility criteria given below:

#### 1.3.2.1 Eligible Bidders:

S No	Parameters	Eligibility Criteria	Evidence
1)	Not Blacklisted	The Applicant should not have been blacklisted by any State / Central government authority	Declaration by the bidder.
2)	Prior Relevant Experience	[INSERT EXPERIENCE REQUIREMENT]	Client or third-party certificate stating completion of project by bidder OR In case completion certificates are not available – (1) statement issued from client / Independent agency Substantiating physical / financial progress of more than 90% (2) copy of contract / work order between bidder and Client
3)	Turnover	The bidder should have a minimum average annual turnover of Rs. <b>__ Crore</b> in the last five years (2019-20, 2020-21, 2021-22, 2022-23 and 2023-24) from	CA certified reports to be submitted along with audited Profit & Loss statements.

		Consultancy services.	
4)	Net Worth	The bidder should have a minimum Net worth of Rs. <b>_ Crore</b> at the close of financial year 2023-24	CA certified reports to be submitted along with audited Balance Sheet.
5)	Legal Status	The bidder must be a registered <b>government organization/ Public sector unit/ Limited Company/ Private Ltd. Co.</b> having its registered Office in India.	Copy of Certificate of Incorporation or Registration
6)	GST Registration	<b>The bidder must have a GST registration</b>	GST Registration certificate
7)	Joint Venture	<b>Joint Venture /Consortium is not permitted.</b>	N/A

[INSERT ANY OTHER RELEVANT ELIGIBILITY CRITERIA]

#### 1.4.1(a) Qualification Criteria:

The qualification criterion has been defined as the minimum threshold relative score to be obtained by the Bidder/ Agency in the "Technical evaluation" round. The scoring basis which the relative score for technical evaluation is arrived at, is obtained as per the process outlined below;

S No	Description	Marks
A	Similar Project Experience	<b>40</b>
B	Key Professional Staff	<b>40</b>
C	Jury/ Committee Evaluation (Presentation)	<b>20</b>
	<b>Total</b>	<b>100</b>

The detailed scoring methodology is detailed in this section.

#### (A) Similar Project Experience (40 marks):

Evaluation Criteria	Scoring Methodology	Max Marks	Proof Required
<b>[INSERT EVALUATION CRITERIA FOR SIMILAR EXPERIENCE]</b>	(a) <b>[INSERT MARKS PER ASSIGNMENT]</b>		Client or third- party certificate stating completion of project by bidder,

		40	OR In case completion certificates are not available – (1) statement issued from client / Independent agency Substantiating physical / financial progress of more than 90%. (2) copy of contract / work order between bidder and Client
<b>Maximum Total Marks</b>		<b>40</b>	

**(B) Key Professional Staff (40 marks):**

The professional staffing of the bidders to be evaluate based on the Quality of the key personnel

**[Total marks of all personnel depending on the project should be 40 split across only key personnel]**

<b>S No</b>	<b>Key Personnel</b>	<b>Points</b>
<b>1</b>	[insert key personnel as mentioned in Scope of Services]	[insert max points]
<b>2</b>	[insert key personnel as mentioned in Scope of Services]	[insert max points]
<b>3</b>	[insert key personnel as mentioned in Scope of Services]	[insert max points]
	<b>Total</b>	<b>40</b>

The score for each key personnel would be based on the following criteria:

<b>S No</b>	<b>Criteria</b>	<b>% of Weightage</b>
<b>A.</b>	- If the personnel does not have either the Educational qualification or minimum experience, as prescribed, such personnel will be rejected and be awarded zero (0) score for such position	
	- If such Educational Qualification and Minimum experience prescribed are fulfilled, then:	



1.	Relevant Educational Qualification <sup>1*</sup>	<b>25 Max.</b>
(a).	- Relevant Post Graduation	<b>25</b>
(b).	- Relevant Graduation only	<b>15</b>
2.	Relevant Professional Experience	<b>25 Max.</b>
3.	Adequacy for the Assignment	<b>50 Max</b>
(a)	- 15 marks for each similar assignment**	<b>30 Max</b>
(b)	- For each additional similar assignment** (10 marks for each project)	<b>20 Max</b>

Note:

1. For scoring relevant educational qualification, if a position requires only one of either graduation or post-graduation, then full 25% weightage will be given in case such educational qualifications criteria is fulfilled. For cases, where prescribed post-graduation is also preferable along with prescribed graduation, then the marks for relevant education qualifications will be awarded based on the table above.
2. In case the bidder is applying for multiple tenders, they should provide a separate list of key personnel for each such bid. In case any key personnel submitted by the bidder is found to be submitted for another active bids as well, such bids will be rejected under all such tenders.
3. The team leader proposed should be on the payrolls of the bidder at the time of bidding. All the personnel of the selected bidder shall be on rolls at the time of signing the agreement. The final list of personnel proposed and approved at the time of signing the agreement should not be a part of any team of previously awarded and active contracts. In case such personnel is already a part of any other active contract, the selected bidder should propose a replacement of equivalent or better qualification and experience and get the same approved by the client, before signing the contract.

\*"Relevant Education Qualification", "Relevant Professional Experience" and "Minimum requirement" to be as per qualifications provided in Appendix 1 of Vol I, Scope.

\*\*"Similar assignment" means a similar role undertaken by the said executive for a project as indicated in Appendix 1 of Vol I.

The marks arrived at based on the above methodology to be used to estimate the final scoring as defined in the Section 5.5.5 (iii) b of the ITB document.

Note: It is mandatory that the personnel provided under Forms T5 and T6 be deployed during the tenure of the project.

**(C) Jury/Committee Evaluation (20 marks):**

Eligible bidder is required to present the Approach and Methodology through a PowerPoint presentation during the Technical Evaluation phase to a jury appointed by the Authority.

Evaluation Criteria	Maximum marks
<ul style="list-style-type: none"> <li>- Experience in usage of International best practices – 5 marks</li> <li>- Modern techniques adopted by the Consultant as part of their earlier assignments; and adoption of the same to the current project - 5 marks</li> <li>- Internal process structure to manage the work – 5 marks</li> <li>- MIS systems proposed for reporting of the project - 5 marks</li> </ul>	20 marks

A bidder would be declared as qualified if the score computed as defined in the Section 5.5.5(iii) b is greater than the threshold defined in the Section 5.5.5(iv) of the BDS document.

2.1.1 **Bidding Documents:** Refer to “Bid Forms”

3.2.1 (b)

The below declarations shall be added to the list of attachments to the technical part:

1. Annex 1: Environmental and Social Performance Declaration
2. Annex 2: Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration

3.5.1

**Period of validity:** The bid validity date, as extended, if applicable shall be 90 days.

3.6.2

- a. **Amount of Bid Security (EMD)** is Rs. \_\_\_\_\_.
- b. **Form of Bid Security (EMD)** shall be Bank Guarantee/ Insurance Surety Bond in favor of Andhra Pradesh Capital Region Development Authority (APCRDA), Vijayawada from a scheduled Bank
- c. **Period of validity** beyond the bid validity date, as extended, if applicable shall be 30 days
- d. **The time period** within which the Bid Security (EMD) of the unsuccessful bidders will be returned is 45 working days.
- e. For the successful bidder, upon submission Performance security **5%** of Contract Value and on conclusion of contract agreement the bid security paid at the time of submission of bid will be returned/ refunded.

#### 3.6.7(b)

For the purposes of this bid the Authority will blacklist a consultant or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the bidder has, directly or through an agent, engaged in prohibited practices in bidding for, or in executing, a contract of the Authority.

#### 5.1.1

##### **Opening of Bids**

**Time and Date:** Refer to 1.1.3

**Place:** Andhra Pradesh Capital Regional Development Authority  
(APCRDA), Lenin Center, Governorpet, Vijayawada-520002  
Andhra Pradesh, India

#### 5.5.1

The method of selection is Quality and Cost based Selection (QCBS)

#### 5.5.5 (c)

**Technical Evaluation Criteria:** Refer to BDS 1.4.1 (a)

#### 5.5.5 (d)

**Cut-off Marks "m":** 70 (SEVENTY)

#### 5.5.6 (v)

#### **Lump-Sum Fee (LSF):**

The financial bid as mentioned in the section 3.2.4 of the ITB document, would be termed as "**Lump-Sum Fee (LSF)**" which would cover all the expenses pertaining to the delivery of services including, but not limited to, cost of key personnel, sub- consultants, cost of support staff and out-of-pocket expenses, and excluding GST and other statutory & lump sum provisions. The bidder also needs to submit a detailed breakup of the Fees as indicated in Form F2, the price bid form.

#### 5.5.7

Technical Weightage W<sub>Tech</sub>: **80%**

Financial Weightage W<sub>Fin</sub>: **20%**

#### 6.1.1

Minimum qualification criteria: Refer to BDS 1.3.1

#### 6.5.1 (a)

**Time period for signing the contract:** The Bidder to sign the contract agreement within a period of 10 days from the date of issue of LOA.

#### 6.5.2 Refer to 1.1.3

### **6.6 Procurement Related Grievances**

If a Bidder wishes to make a Procurement-related Complaint/ Appeal, the Bidder shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), Procurement Related Grievances

**For the attention:** Additional Commissioner (Admin)

**Employer:** APCRDA

**Email address:** [proc.complaints@apcrda.org](mailto:proc.complaints@apcrda.org)

(b) In summary, a Procurement-related Complaint/ Appeal may challenge any of the

following:

1. the terms of this Tender / Request for Proposal;
2. the Employer's decision to exclude a Bidder / Consultant from the procurement process prior to the award of contract; and
3. the Employer's decision to award the contract.

**Appellate Authority:** Secretary, MA&UD, Government of Andhra Pradesh

Procedure for Filing an Appeal:

- An appeal must be filed within 7 days from the date of the decision being appealed.
- The appeal must be submitted in writing to the Appellate Authority, clearly stating the grounds for the appeal.
- The appellant must provide copies of all relevant documents, including the original decision, supporting evidence, and any other relevant materials.
- The Appellate Authority shall acknowledge receipt of the appeal and inform the appellant of the date and time for the hearing.
- The Appellate Authority may conduct a hearing to consider the appeal. Both parties may present their arguments and evidence.
- The Appellate Authority shall issue a written decision within 15 days of the hearing. The decision shall be final and binding on both parties.

An appeal may be filed on any of the above if:

- The original decision was based on incorrect facts or evidence.
- The original decision was contrary to law or AP procurement guidelines.
- The original decision was arbitrary, capricious, or unreasonable.

The original decision was biased or prejudiced.

**BID FORMS**

**FORM T1: LETTER OF BID**

(On Bidder's letter head)

Date:.....

Name of Contract:.....

To

:

Sir,

Having examined the bidding documents, including Addenda, the receipt of which is hereby acknowledged, we, the undersigned, offer to [specify scope of the contract] under the above-named Contract in full conformity with the said bidding documents for the sum specified in financial bid form or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the price schedules attached herewith and are made part of this bid.

We undertake, if our bid is accepted, to commence performance and to achieve completion within the respective times stated in the bidding documents.

If our bid is accepted, we undertake to provide a performance security in the form and amounts and within the times specified in the bidding documents.

We agree to abide by this bid for a period of [ specify number] days from the date fixed for submission of bids as stipulated in the bidding documents, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until a formal contract is prepared and executed between us, this bid, which consists of the letter and Attachments 1 through [ ] hereto, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest, or any bid you may receive. Dated this..... Day of ..... 20. . . .

..... (Signature)

In the capacity of

..... (Position)

Duly authorized to sign this bid for and on behalf of

..... (Name of bidder)

**Form T2: BID SECURITY (EMD)**

**Option I – Bank Guarantee**

Bank Guarantee for Bid Security (EMD) WHEREAS \_\_\_\_\_(name of Company) (hereinafter called “CONSULTANT”) wish to participate in tender enquiry Tender Notice No..... dated: ..... of Andhra Pradesh Capital Region Development Authority (APCRDA), (hereinafter called the `Authority') for \_\_\_\_\_(Tender name). WHEREAS in terms of the tender conditions the Consultant is required to furnish to the APCRDA a Bank Guarantee for a sum of \_\_\_\_\_Rs. \_\_\_\_\_(Rupees only) as earnest money against the Consultant's offer aforesaid.

AND WHEREAS We, \_\_\_\_\_Bank, \_\_\_\_\_branch have at the request of the Consultant, agreed to give to APCRDA this guarantee as hereinafter contained.

We, \_\_\_\_\_Bank, \_\_\_\_\_branch, hereby undertake the guarantee to pay immediately to the APCRDA, on demand in writing by the APCRDA, an amount of Rs. (Rupees only) without any reservation and recourse if the Consultant shall for any reason withdraw whether expressly or implied their said tender during the period of its validity or any extension thereof or the Consultant fails to execute the agreement for the work awarded to them by APCRDA.

We, The \_\_\_\_\_Bank, \_\_\_\_\_further agree to that our liability to pay the aforesaid amount is not dependent or conditional on any proceeding against APCRDA and we shall be liable to pay the amount without any demur, merely on a claim raised by the APCRDA. The guarantee herein contained shall not be determined or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the said Consultant but shall in all respects and for all purposes be binding and operative until payment of all money(s) due to the APCRDA in respect of such liability under the guarantee is restricted to Rs. (Rupees only). Our guarantee shall remain in force until \_\_[insert bid submission date + bid validity period as per BDS]. We shall be relieved and discharged from all our liability thereunder.

We, the, \_\_\_\_\_undertake not to revoke this guarantee during its pendency/currency except with the previous consent of the APCRDA in writing.

Station: Name of the Bank:



## Option II – Insurance Surety Bond

(To be executed on Non-Judicial Stamp Paper of Appropriate value)

Insurance Surety Bond No.....

Date:.....

(Name of Contract)

To: (Name and address of Employer)

WHEREAS (name of Bidder) (hereinafter called "the Bidder") has submitted its Bid dated (date of bid) for the performance of the above named Contract (hereinafter called "the Bid")

KNOW ALL PERSONS by these present that We (name of Insurance Company) of..... (address of Insurance Company) (hereinafter called "the Surety"), are bound unto Andhra Pradesh Capital Region Development Authority (APCRDA) (hereinafter called "the Employer") for the sum of..... (amount), for which payment well and truly to be made to the said Employer, the Surety binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are as follows:

1. If the Bidder (a) withdraws or modifies its Bid during the period of bid validity, or (b) adopts corrupt or collusive or coercive or fraudulent practices.
2. If the Bidder, having been notified of the acceptance of its Bid by the Employer during the period of bid validity.

**(a)** fails or refuses to sign the Contract Agreement when required, or

**(b)** fails or refuses to submit the performance security in accordance with the Tender Documents.

We undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will mention that the amount claimed by it is due, owing to the occurrence of one or both of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

The Surety declares that this Insurance Surety Bond is issued by the..... (name of Insurance Company) as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI).

This Insurance Surety Bond will remain in force up to and including (date 90 days after the period of bid validity), and any demand in respect thereof must reach the Surety not later than the above date.

For and on behalf of the Insurance Company

---

—

in the capacity of

---

Common Seal of the Insurance Company with complete address including Tel. Nos./e-Mail Id.

Staff Authority No. of the officer of the Insurance Company/Signatory

**INSTRUCTIONS FOR EXECUTION OF INSURANCE SURETY BOND FOR EARNEST MONEY DEPOSIT**

1. Insurance Surety Bond for Earnest Money Deposit should be executed on non-judicial Stamp papers of requisite value in accordance with the stamp Act if applicable to that particular state of Indian Union country of executing Insurance Company, where executed. In case the same is issued by an International Insurance Company (it should be registered under insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)) the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond for Earnest Money Deposit shall be got confirmed by the Bidder through any Indian Scheduled/Nationalized Insurance Company.
2. The executing officers of the Insurance Surety Bond for Earnest Money Deposit/Bid Security shall clearly indicate in (block letters) their name, designation, Power of Attorney No./Signing Power No. as well as telephone/ fax numbers with full correspondence address of the issuing Guarantee etc.
3. Each page of the Insurance Surety Bond for Earnest Money Deposit shall be duly signed/initialled by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the Insurance Company
4. Stamp paper shall be purchased in the name of Insurance Company counting the Insurance Surety Bond, after the date 'Notice Inviting Tender', not more than six months prior to execution/issuance of the Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Sing. The issuing insurance Company shall be requested independently for verification/confirmation of the Insurance Surety Bond issued, non-confirmation of which may lead to rejection of 'Insurance Surety Bond'.
5. Irrevocable, valid and fully enforceable Insurance Surety Bond in favour of the Employer (Name of Employer) issued by any Insurance Company registered under insurance Act amended from time to time and approved by the insurance Regulatory Development Authority of India (IRDA) in Indian currency (INR) only is acceptable to the Employer.
6. Insurance Surety and for Bid security/EMD in original shall be submitted along with the Bid. However, the issuing Insurance Company shall submit an unstamped duplicate copy of Insurance Surety Bond directly by registered post (A.D.) to the Employer (authority inviting tenders) with forwarding letter.

**Form T3: BIDDER'S PARTICULARS AND ELIGIBILITY CRITERIA**

Title of Bidder	
Whether bidder is applying as Sole company or Lead member of a consortium.	
If Consortium, whether Jt. Bidding agreement is enclosed.	
Name of the Company (Lead member in case of Consortium)	
Registered office of the Company	
Company Registration Number and Validity:	
Legal status (e.g. incorporated private company, unincorporated business, partnership etc.):	
Registered address:	
Year of Incorporation:	
Year of commencement of Company:	
Brief description of the Company including details of its main lines of business	
Name, designation, address, and phone numbers of authorized signatory of the Bidder	
Name: Designation: Company: Address:	
Company:	
Phone No.:	
Address:	
Fax No.:	

E-mail address:	
In case of consortium, provide the following information for the other members: 1. Name of Company: 2. Legal status and country of incorporation 3. Registered address and principal place of business	

**2. Please State the following correctly (In case of consortium, for each member):**

(i) Has the Bidder ever been penalized by any organization for poor quality of work or breach of contract in the last five years?	Yes/No
(ii) Has the Bidder ever failed to complete any work awarded to it by any public Authority/entity in last five years?	Yes/No
(iii) Has the Bidder been ever blacklisted by any Government department/Public Sector Undertaking in the last five years?	Yes/No
(iv) Has the Bidder been suffered bankruptcy/insolvency in the last five years?	Yes/No

**Note: If answer to any of the questions at (i) to (iv) is yes, the Bidder is not eligible for this Work.**

**3. Documents required**

The below documents have to produce by the bidder (and by every member in case of Consortium):

1. Registration document / Certificate of Incorporation –
2. GST Registration Certificate

The relevant documents have to be attached and ticked above.

**4. Details of Bank Draft:**

- (a) Towards the Bid Security (EMD) amount of rupees [                      only]: The draft shall be addressed to the Commissioner, APCRDA

Date:

Signature and Seal of Authorized

Person

Place:

**FORM T4: SIMILAR EXPERIENCE RECORD**

Name of Bidder or partner of a Joint Venture	
Use a separate sheet for each contract	
1	Number of contract Name of contract Client certificate provided?
2	Name of Client
3	Client's Address
4	Project name
5	Consultant role (check one) 1. Prime Consultant 2. Subconsultant 3. Partner in a Joint Venture
6	Details for submitted Infrastructure projects (to cover all details as sought in the RFP) – Cost of the Project - Evidence of Cost of the Project (reference to client certificate / document)
7	Amount of the total/subconsultant/partner share (at completion, or at date of award for current contracts)
8	Total contract: Rs. _____ Subcontract: Rs. _____ Partner share: Rs. _____
9	Date of award/Completion
10	Contract was completed months ahead/behind original schedule (if behind, provide explanation)
11	Contract was completed Rs. _____ Percentage under/over original contract amount (if over, provide explanation)
12	Indicate the approximate present total contract value of work undertaken by subcontract, if any, and the nature of such work.

## **FORM T5: PERSONNEL CAPABILITIES**

### **Name of the Bidder**

For specific positions essential to contract management and implementation (and/or those specified in the Bidding Documents, if any), Bidders should provide the names of at least two candidates qualified to meet the specified requirements stated for each position.

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

1	Title of position
	Name of prime candidate
2	Title of position
	Name of prime candidate
3	Title of position
	Name of prime candidate
4	Title of position
	Name of prime candidate

**FORM T6: CANDIDATES SUMMARY**

1.

Position	(To be provided as positions stated in Key Personnel, Vol-I.)	Candidate <input type="checkbox"/> Prime <input type="checkbox"/> Alternative
Candidate Information	Name of candidate	Date of Birth
Aadhar No.		
	Professional Qualifications	
Present Employment	Name of Employer	
	Address of Employer	
	Telephone	Contact (Manager/personal officer)
	Fax	Telex
	Job title of candidate	Years with present Employer

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

From	To	Company/project/position/relevant technical and management experience

3. Abstract of "Similar assignments / projects" undertaken by the said executive

Timeline	Designation	Project title and Details	Project area

Authorized signatory of lead bidder

Signature of key personnel



### FORM T7: BID PROCESS CHECK LIST

S. No	Form	Title	Submitted?
1.	Certificate	Certificate of incorporation/ registration	Yes/No
2.	Certificate	GST Registration Certificate	Yes/No
3.	T1	Letter of Bid	Yes/No
4.	T2	Bid Security	Yes/No
5.	T3	Bidder's Particulars and Eligibility Criteria	Yes/No
6.	T4	Similar Experience Record	Yes/No
7.	T5	Personnel Capabilities	Yes/No
8.	T6	Candidates Summary	Yes/No
9.	Annex -1	Environmental and Social Performance Declaration	Yes/No
10.	Annex -2	Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration	Yes/No

I hereby agree that I have submitted all the requisite documents for the bid process evaluation. I understand that the Technical Evaluation Committee is not liable to provide any score for any criteria that is not substantiated and supported by Client certificates or other documents specified.

Authorized signatory

## Annex 1

### Environmental and Social Performance Declaration

*[This form should be used only if the information submitted at the time of prequalification requires updating. The following table shall be filled in for the Bidder, each member of a Joint Venture and each Subconsultant]*

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's or Subconsultant's Name: *[insert full name]*

NIT No. and title: *[insert NIT number and title]*

Page *[insert page number]* of *[insert total number]* pages

Environmental and Social Performance Declaration			
in accordance with ITB 1.3.6			
<input type="checkbox"/> <b>No suspension or termination of contract:</b> An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental and Social (ES) performance since the date specified in ITB 1.3.6.			
<input type="checkbox"/> <b>Declaration of suspension or termination of contract:</b> The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental and Social (ES) performance since the date specified in ITB 1.3.6. Details are described below:			
Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (INR)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s) e.g., gender-based violence; sexual exploitation or sexual abuse breaches]</i>	<i>[insert amount]</i>
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
...	...	<i>[list all applicable contracts]</i>	...
Performance Security called by an employer(s) for reasons related to ES performance			
Year	Contract Identification		Total Contract Amount (INR)

[insert year]	<p>Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i></p> <p>Name of Employer: <i>[insert full name]</i></p> <p>Address of Employer: <i>[insert street/city/country]</i></p> <p>Reason(s) for calling of performance security: <i>[indicate main reason(s) e.g., gender-based violence; sexual exploitation or sexual abuse breaches]</i></p>	[insert amount]

Name of Consultant's Personnel: [insert name]

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

Countersignature of authorized representative of the Consultant:

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

## Annex 2

### Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration

*[The following table shall be filled in by the Bidder, each member of a Joint Venture and each subconsultant proposed by the Bidder]*

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's or Subconsultant's Name: *[insert full name]*

NIT No. and title: *[insert NIT number and title]*

Page *[insert page number]* of *[insert total number]* pages

<b>SEA and/or SH Declaration in accordance with ITB 1.3.6</b>
<p>We:</p> <ul style="list-style-type: none"> <li>.. (a) have not been subject to disqualification by the Employer for non-compliance with SEA/ SH obligations</li> <li>.. (b) are subject to disqualification by the Employer for non-compliance with SEA/ SH obligations</li> <li>.. (c) had been subject to disqualification by the Employer for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.</li> <li>.. (d) had been subject to disqualification by the Employer for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently demonstrated that we have adequate capacity and commitment to comply with SEA/ SH obligations.</li> <li>.. (e) had been subject to disqualification by the Employer for non-compliance with SEA/ SH obligations for a period of two years. We have attached evidence demonstrating that we have adequate capacity and commitment to comply with SEA/ SH obligations.</li> </ul>
<p><b><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></b></p>
<p><b><i>[If (d) or (e) above are applicable, provide the following information:]</i></b></p>
<p>Period of disqualification: From: _____ To: _____</p>
<p>If previously provided on another Employer financed works contract, details of evidence that demonstrated adequate capacity and commitment to comply with SEA/ SH obligations (<b>as per (d) above</b>)</p> <p>Name of Employer: _____</p> <p>Name of Project: _____</p> <p>Contract description: _____</p> <p>Brief summary of evidence provided: _____</p> <p>_____</p> <p>Contact Information: (Tel, email, name of contact person): _____</p> <p>_____</p>
<p>As an alternative to the evidence under (d), other evidence demonstrating adequate capacity and</p>

commitment to comply with SEA/ SH obligations (**as per (e) above**) *[attach details as appropriate]*.

Name of Consultant's Personnel: [insert name]

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

Countersignature of authorized representative of the Consultant:

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

**FORM F1: PRICE BID FORM**

**[This form should not be a part of technical bid submission]**

[Location, date] To:

Sir,

We the undersigned, offer to provide the services for [title of the Bid] in accordance with your Bidding Document dated [date] and our proposal. Our attached financial proposal is for the lumpsum amount [figure in words and figures]. This lumpsum amount is exclusive of applicable taxes.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal i.e.,[date].

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

We remain,

Yours sincerely,

Authorized signatory:

Name and Title of Signatory:

Name of Company:

Address:

**FORM F2: COST BREAKUP**

Name of the Bidder:

Authorized Signatory of the Bidder:

**All-inclusive lump sum fee quoted for the project execution excluding GST**

<b>S No</b>	<b>Description</b>	<b>Amount</b>
1	Lumpsum Services	
	<b>Total</b>	

VOLUME IV: CORRUPT & FRAUDULENT  
PRACTICES



1. It is the Employer's policy to require that bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of the contracts<sup>1</sup>. The employer:
  - a. defines "Prohibited Practice" to comprise of any or all the following terms collectively
    - i. Corrupt practice means (i) The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); Or (ii) Save and except as permitted under the Clauses relating to Bid Security (EMD)/Performance security of this Bidding Document as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial, or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;
    - ii. Fraudulent practice means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
    - iii. 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;
    - iv. Undesirable practice means establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process;
    - v. 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.
  - b. will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in prohibited practices in competing for the contract in question; and
  - c. will blacklist bidder or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines

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<sup>1</sup> In this context, any action to influence the procurement process or contract execution for undue advantage is improper

that the Consultant has, directly or through an agent, engaged in prohibited practices in bidding for, or in executing, a contract of the employer.

- d. Besides above, the Government of Andhra Pradesh anti-corruption guidelines will apply to this Contract.

## VOLUME V: CONDITIONS OF CONTRACT

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**SPECIAL CONDITIONS OF CONTRACT**

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

Between

Andhra Pradesh Capital Region Development Authority

And

[Insert: name of 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 (here in after 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)Hence, The Client had invited proposals vide its Request for Proposal, [numbered: INSERT RfP NUMBER ; dated: INSERT DATE] (“RFP”) for the Project Management Consultant Services (hereinafter called the “Consultancy”) to manage the aforesaid work as per the Scope of work entailed in the RFP,

(C)Whereby the Consultant represented to the Client that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Client on the terms and conditions as set forth in the RFP and this Agreement.

(D)the Client, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy / Work to the Consultant vide its Letter of Award vide Lr. No. [INSERT LR NO.] dated [INSERT LOA DATE] (“LOA”).

(E)In pursuance of the LOA, the parties have agreed to enter into this Agreement, wherein the Client

has accepted the Bid by the Consultant for the execution and completion of such Works at a contract price of Rs [INSERT AMOUNT IN NUMBERS]/- ([INSERT AMOUNT IN WORDS] Only) including GST pursuant to the transparent tendering process vide RFP/tender number: [INSERT RfP NUMBER] ; dated: [INSERT DATE]

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

### **Article 1. Contract Documents**

1.1 Contract Documents (Reference GCC Clause 1.1.1 (vi)) 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) Special Conditions of Contract
- (c) General 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 1.1.1(v) and GCC Clause 4.1) 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;
- c) *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.

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

### **APPENDIXES**

Appendix 1. The Work (Description of the Services/Requirements implementation schedule)

Appendix 2. Project Plan (delivery schedule to be included)

Appendix 3. Personnel

Appendix 4. Working Hours and SLA

Appendix 5. Forms (performance security form)

Appendix 6. Price Schedules

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

Appendix 8. Deliverable linked Payment schedule

Appendix 9. Code of Conduct for Consultant's Personnel (E&S) Form

Appendix 10. Anti-Corruption Guidelines

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 PROVISIONS AND INTERPRETATION

### 1.1 Definitions

#### 1.1.1 General

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

- (i) "Applicable Law" means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the Special Conditions of Contract SCC, as they may be issued and in force from time to time.
- (ii) "Client" means the implementing agency that signs the Contract for the Services with the Selected Consultant.
- (iii) "Consultant" means a legally-established professional consulting company or entity selected by the Client to provide the Services under the signed Contract.
- (iv) "Contract" means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (v) "Contract Price" means the price payable to the Consultant as specified in the Contract agreement, Subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the contract.
- (vi) "Contract Documents" means the documents listed in the contract agreement, including any amendments thereto.
- (vii) "Day" means a working day unless indicated otherwise.
- (viii) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 3.1.1
- (ix) "Experts" means, collectively, Key Experts or any other personnel of the Consultant
- (x) "Foreign Currency" means any currency other than the currency of the Client's country.
- (xi) "GCC" means these General Conditions of Contract.
- (xii) "Government" means the Government of the Andhra Pradesh or Government of India.
- (xiii) "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.

- (xiv) "Local Currency" means the currency of the Client's country.
- (xv) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.
- (xvi) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (xvii) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix 1 hereto.
- (xviii) "Third Party" means any person or entity other than the Government, the Trust, the Service Providers or a Subcontractor.
- (xix) "Owner's Engineers" mean the client's engineer or a representative of the client who is an independent third-party of the client to ensure the designing, execution and supervision aspects of works assigned
- (xx) "Sexual Exploitation and Abuse" "(SEA)" means the following:
- (xxi) Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially, or politically from the sexual exploitation of another;
- (xxii) Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions; and
- (xxiii) "Sexual Harassment" "(SH)" is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Contractor's Personnel with other Contractor's or Employer's Personnel.
- (xxiv) "GBV" means Gender Based Violence
- (xxv) All Standard Operating Procedures (SOPs) issued by APCRDA from time to time will be binding on all Consultants / Contractors for observing compliance
- (xxvi) 'Anti-Corruption Guidelines': The guidelines mentioned in Appendix 10 of the Agreement.

### **1.1.3 Scope**

- (i) "Confidential Information" means all information (whether in written, oral, electronic or other format) that have been identified or marked confidential at the time of disclosure including Project Data which relates to the technical, financial and business affairs,

customers, Consultants, products, developments, operations, processes, data, trade secrets, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party whether a Party to this Agreement or to the Project Agreement in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement or to the Project Agreement).

- (ii) "Deliverables" means the products, infrastructure and services specifically developed for "AP Capital Region Development" and agreed to be delivered by the Consultant in pursuance of the agreement and include all documents related to the service, user manuals, technical manuals, design, methodologies, process and operating manuals, service mechanisms, policies and guidelines, and all their modifications.
- (iii) "Goods" means all equipment, machinery, furnishings, Materials, and other tangible items that the Consultant is required to supply or supply and install under the Contract, including, without limitation, the Information Technologies and Materials, but excluding the Consultant's Equipment.
- (iv) "Proprietary Information" means processes, methodologies and technical, financial and business information, including drawings, design prototypes, designs, formulae, flow charts, data, computer database and computer programs already owned by, or granted by third Parties to a Party hereto prior to its being made available under this Agreement, Project Agreement or a Project Engagement Definition.
- (v) "Services" means all technical, logistical, management, and any other Services to be provided by the Consultant under the Contract. Such Services may include, but are not restricted to, activity management and quality assurance, design, development, study, documentation, transportation, insurance, testing, validation, expediting, site preparation, installation, integration, training, data migration, maintenance, operations and technical support.
- (vi) "Service Level" means the level and quality of service and other performance criteria which will apply to the Services as set out in any Project Agreement.

- (vii) "The Project Plan" means the document to be developed by the Consultant and approved by the Client, pursuant to GCC 6.1, based on the requirements of the Contract and the Preliminary Project Plan included in the Consultant's bid. The "Agreed and Finalized Project Plan" is the version of the Project Plan approved by the Client, in accordance with GCC 6.1 Should the Project Plan conflict with the Contract in any way, the relevant provisions of the Contract, including any amendments, shall prevail.
- (viii) "Software" is a collection of computer programs and related data that provide the instructions for telling a computer what to do and how to do it.
- (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, sub license, 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.

#### **1.1.4 Activities**

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

- (ii) "Personnel" means persons hired by the Consultant or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;

### **1.1.5 Place and Time**

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

## **1.2 Interpretation**

### **1.2.1 Contract Documents**

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

### **1.2.2 Governing Law**

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

### **1.2.3 Governing Language**

This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

#### **1.2.4 Relation between the parties**

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant.

#### **1.2.5 Singular and Plural**

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

#### **1.2.6 Headings**

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

#### **1.2.7 Entire agreement**

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

#### **1.2.8 Amendment**

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

#### **1.2.9 Independent Consultant**

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



### **1.2.10 Location**

The Services shall be performed at such locations as are specified in Appendix 1 here to and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.

### **1.2.11 Non waiver**

(a) Subject to GCC 1.2.12 (b) of this Clause below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

### **1.2.12 Severability**

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

### **1.2.13 Fairness and Good Faith**

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

(b) Operation of the Contract

The parties recognize that it is impractical in this contract to provide for every contingency which may arise during the life of the contract, and the parties hereby agree that it is their intention that this contract shall operate fairly as between them, and without detriment to the

interest of either of them, and that, if during the term of this contract either party believes that this contract is operating unfairly, the parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this clause shall give rise to a dispute subject to arbitration in accordance with "Dispute Settlement" 1.5 clause GCC hereof.

### **1.3 Representatives**

#### **(a) Authorized Representatives**

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

#### **(b) Trust of Member in charge**

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

#### **1.3.1 Project Manager**

DELETED

#### **1.3.2 Consultant's Representative**

(a) If the Consultant's Representative is not named in the Contract, then within fourteen [14] days from the 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 approved. If the Client objects to the appointment within fourteen [14] days giving the reason therefore, then the Consultant shall appoint a replacement within fourteen [14] days of such objection in accordance with the Sub-Clause 1.3.2(a) of this Clause GCC.

- (b) Subject to the extensions and/or limitations specified in the SCC (if any), the Consultant's Representative shall have the authority to represent the Consultant on all day-to-day matters relating to the Contract, and shall normally be the person giving or receiving notices on behalf of the Consultant pursuant to "Notices" 1.4 Clause GCC.
- (c) The Consultant shall not revoke the appointment of the Consultant's Representative without the Client's prior written consent, which shall not be unreasonably withheld. If the Client consents to such an action, the Consultant shall appoint another person of equal or superior qualifications as the Consultant's Representative, pursuant to the procedure set out in 1.3.2(a) of this Clause GCC.
- (d) The Consultant's Representative and staff are obliged to work closely with the Client's Project Manager and staff, act within their own authority, and abide by directives issued by the Client that are consistent with the terms of the Contract. The Consultant's Representative is responsible for managing the activities of its personnel and any subcontracted personnel.
- (e) Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with Sub-Clause 1.3.2(e) of this Clause GCC shall be deemed to be an act or exercise by the Consultant's Representative.

### **1.3.3 Objections and Removals**

If the Client finds that any of the Experts has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert has 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 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 shall possess equal or better qualifications and experience and shall be approved by the client before appointment to the Client.

### **Replacement**

Except as the Client may otherwise agree,

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

## **1.4 NOTICES**

### **1.4.1**

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

- (a) Any notice sent by electronic mail shall be confirmed within one (1) days after date of transmitting such electronic mail except as otherwise specified in the Contract.
- (b) Any notice sent by registered post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10\*) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped, and conveyed to the postal authorities or courier service for transmission by mail or special courier.
- (c) Any notice delivered personally or sent by cable, telegraph, telex, facsimile, electronic mail, or EDI shall be deemed to have been delivered on the date of its dispatch.
- (d) Either party may change its postal, cable, telex, facsimile, electronic mail, or EDI addresses for receipt of such notices by ten (10) days' notice to the other party in writing.

### **1.4.2**

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

### **1.4.3**

Pursuant to "Representatives" 1.3 Clause GCC, notices from/to the Client are normally given by, or addressed to, the Project Manager, while notices from/to the Consultant are normally given by, or addressed to, the Consultant's Representative, or in its absence its deputy if any. If there is no appointed Project Manager or Consultant's Representative (or deputy), or if their related authority is limited by the sub-clause 1.3.1 or "Representatives" 1.3.2(b) of

“Representatives” 1.3 Clause of SCC for GCC, or for any other reason, the Client or Consultant may give and receive notices at their fall-back addresses. The address of the Project Manager and the fall-back address of the Client are as specified in the SCC or as subsequently established/amended. The address of the Consultant's Representative and the fall-back address of the Consultant are as specified in SCC of the Contract Agreement or as subsequently established/amended.

## **1.5 DISPUTE SETTLEMENT**

### **1.5.1 Dispute and Mutual Consultation**

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

If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen [14\*] days after receipt. If that Party fails to respond within fourteen [14\*] days, or the dispute cannot be amicably settled within fourteen [14\*] days following the response of that Party.

### **1.5.2 Appellate Authority**

In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, including any questions regarding its existence, validity, or termination, such disputes shall be referred to the Appellate Authority for resolution. The Appellate Authority shall decide the dispute within 90 days from the date of reference.

The Appellate Authority for the purpose of this contract is the Secretary, Municipal Administration & Urban Development (MA&UD) Government of Andhra Pradesh.

### **1.5.3 Arbitration**

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

## **1.6 Copyright, Confidential Information, and Ownership**

### **1.6.1 Copyright**

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

### **1.6.2 Confidential Information**

Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

### **1.6.3**

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

### **1.6.4**

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

### **1.6.5**

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

### **1.6.6**

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

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

### **1.6.7**

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

### **1.6.8**

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

### **1.6.9**

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

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

All plans, drawings, specifications, designs, reports, algorithms, source code of software, any similar thing prepared utilizing the Client's domain knowledge, and other documents and tools prepared by the Consultant for the Client under this contract shall become and remain the

property of the Client, and the Consultant shall, not later than upon termination or expiration of this contract, deliver all such documents to the Client together with a detailed inventory thereof. The Consultant may retain a copy of such documents, tools and software, if any. Restriction about the future use of these documents and software, if any, shall be specified in the SCC.



## **GUARANTEES, LIABILITIES, INDEMNITIES, INSURANCE AND RISKS**

### **2.1 Time Guarantee and Vacancy Clauses**

#### **2.1.1 Guarantee**

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

#### **2.1.2 Triggering of Time Guarantee**

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 (Extension of Time), the portion of the Consultants' pay for the specified task for the quarter will be withheld until the delivery of the activities is completed

#### **2.1.3 Vacancy Clauses and Trigger**

If any position is vacant, as defined under SCC clause, the payment to the consultant will be subject to deductions as specified under the said SCC clause.

### **2.2 Service Conformity Guarantee and Performance Security Trigger**

#### **2.2.1**

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

### **2.2.2**

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

### **2.2.3**

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

## **2.3 IPR Warranty and Indemnity**

### **2.3.1 IPR Warranty**

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

### **2.3.2 IPR Indemnity**

The Consultant shall indemnify and hold harmless the Client and its employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the Client or its 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.

### **2.3.3**

Such indemnities shall not apply if any claim of infringement

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

#### 2.3.4

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

If the Consultant fails to notify the Client within twenty-eight [28\*] days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Client shall be free to conduct the same on its own behalf. Unless the Consultant has so failed to notify the Client within the twenty-eight [28\*] days, the Client shall make no admission that may be prejudicial to the 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, **unless otherwise specified in the SCC.**

#### 2.3.5

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

Such indemnity shall not cover

- (a) any use of the design, data, drawing, specification, or other documents or materials, other than for the purpose indicated by or to be reasonably inferred from the Contract;

(b) any infringement resulting from the use of the design, data, drawing, specification, or other documents or materials, or any products produced thereby, in association or combination with any other Goods or Services not provided by the Client or any other person contracted by the Client, where the infringement arises because of such association or combination and not because of the use of the design, data, drawing, specification, or other documents or materials in its own right.

Such indemnities shall also not apply

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

### **2.3.6**

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

## **2.4 LIMITATION OF LIABILITY**

### **2.4.1**

- (a) Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.

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

## **2.5 INDEMNITY**

### **2.5.1**

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

### **2.5.2**

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

### **2.5.3**

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

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

#### **2.5.4**

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

#### **2.5.5**

If any proceedings are brought or any claim is made against the Consultant that might subject the Client to liability under Sub-clause 2.5.4 of this clause GCC, the Consultant shall promptly give the Client the notice of such proceedings or claims, and the Client may at its own expense and in the Consultant's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Client fails to notify the Consultant within twenty-eight [28\*] days after receipt of such notice that it intends to conduct any such proceedings or 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.

#### **2.5.6**

The party entitled to the benefit of an indemnity under this GCC Clause shall take all reasonable measures to mitigate any loss or damage that has occurred. If the party fails to take such

measures, the other party's liabilities shall be correspondingly reduced, **unless otherwise specified in the SCC.**

## **2.6 INSURANCES**

### **2.6.1**

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 GCC Clause 3.1.2.

### **2.6.2**

The Consultant shall provide certificate of insurance of requisite value in the name of the Client to Sub-clause 2.6.1 of this clause GCC, except for the Third-Party Liability, pursuant to Sub-clause 2.6.1 of this clause GCC.

### **2.6.3**

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

### **2.6.4**

The Consultant shall ensure insurance policies for their personnel and vehicles and for work executed by them under the Contract.

### **2.6.5**

If the Consultant fails to take out and/or maintain in effect the insurance referred to in Sub-clause 2.6.1 of this clause 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.

## **2.6.6**

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.

## **2.7 FORCE MAJEURE**

### **2.7.1**

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

Force Majeure shall not include

- (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, or agents or employees, or
- (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

### **2.7.2 No Breach of Contract**

Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all



reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

### **2.7.3 Measures to be Taken**

A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen [14\*] calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

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

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

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

### **2.7.4**

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

### **2.7.5**

No delay or non-performance by either party to this Contract caused by the occurrence of any

event of Force Majeure shall

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

#### **2.7.6**

If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than sixty [60\*] days or an aggregate period of more than one hundred and twenty [120\*] days on account of one or more events of Force Majeure during the time 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, **unless otherwise specified in the SCC.**

#### **2.7.7**

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

#### **2.7.8**

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

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

### **3.1 Term**

#### **3.1.1 Effectiveness of contract**

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

#### **3.1.2 Commencement of Services**

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

#### **3.1.3**

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

#### **3.1.4**

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

#### **3.1.5 Extension of time**

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

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

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

### **3.1.6**

Except where otherwise specifically provided in the Contract, the Consultant shall submit to the Project Manager a notice of a claim for an extension of the time, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance.

As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Client and the Consultant shall agree upon the period of such extension. In the event that the Consultant does not accept the Client's estimate of a fair and reasonable time extension, the Consultant shall be entitled to refer the matter under "Settlement of Disputes" of GCC Clause 1.5.

### **3.1.7**

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

## **3.2 Termination**

### **3.2.1 Expiration of contract**

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

### **3.2.2 Termination by the Client**

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs 3.2.2(a) through 3.2.2(f) of this Clause. In such an occurrence the Client shall give at least thirty [30\*] calendar days' written notice of termination to the Consultant in case of the events referred to in 3.2.2(a) through 3.2.2(d); at least sixty [60\*] calendar days' written notice in case of the event referred to in 3.2.2(e); and at least five (5\*) calendar days' written notice in case of the event referred to in 3.2.2(f).

**unless otherwise specified in the SCC.**

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

- liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC Clause 1.5;
  - (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty [60\*] calendar days; unless otherwise specified in the SCC
  - (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
  - (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC Clause 3.1.

Sub-Clause: Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14\*) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract. For the purposes of this Clause, along with the ACG (Volume IV: Corrupt & Fraudulent Practices),

- (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 "Consultant's Responsibilities" GCC.

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

### **3.2.3 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 1.5 within forty-five [45\*] calendar days after receiving written notice from the Consultant that such payment is overdue. unless otherwise specified in the SCC.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty [60\*] calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five [45\*] days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

### **3.2.4 Termination of contract for failure to become effective**

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

### **3.2.5 Cessation of rights and obligations**

Upon termination of this Contract pursuant to GCC Clause 3.2 or GCC Clause 3.2.2 hereof, or upon expiration of this Contract pursuant to Clause 3.2.3, all rights and obligations of the Parties hereunder shall cease, except

- (i) such rights and obligations as may have accrued on the date of termination or expiration,
- (ii) the obligation of confidentiality set forth in Clause GCC 1.6,

(iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 5.1, and Clause 5.1.3 any right which a Party may have under the Applicable Law.

### **3.2.6 Cessation of Services**

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

### **3.2.7 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 GCC Clause 3.2.2, reimbursement of any reasonable cost incidental to the prompt and or early termination of this Contract, including the cost of the return travel of the Experts.

### **3.2.8 Disputes about Events of termination**

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

## **3.3 Modification**

### **3.3.1 Permitted Modifications**

Any modification or variation of the terms and conditions of this Contract, including any

modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

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

### **3.3.2 Introducing a Change**

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

### **3.3.3**

The Consultant may from time to time during its performance of the Contract 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.

### **3.3.4**

Notwithstanding Sub-clause 3.3.2 and Sub-clause 3.3.3 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.

### **3.3.5 Assignment**

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



## **PAYMENT**

### **4.1 PRICE**

#### **4.1.1**

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

#### **4.1.2**

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

#### **4.1.3**

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

### **4.2 Payment Terms**

#### **4.2.1**

The Client shall pay to the Consultant as specified in SCC

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

#### **4.2.2**

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

#### **4.2.3**

Payments shall be made promptly by the Client, but in no case later than sixty [60\*] days after submission of a valid invoice by the Consultant.

#### **4.2.4 Mode of Billing and payments**

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

(a) **Advance payment.** DELETED

- (b) **The Itemized Invoices.** As soon as practicable and not later than fifteen [15\*] days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 4.1 and GCC 4.2 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and 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. unless otherwise specified in the SCC.
- (d) **The Final Payment.** The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory ninety [90\*] calendar days after receipt of the final report and final invoice by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above.
- (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.
- (f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

#### **4.2.5 Suspension**

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

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

### **4.3 SECURITIES**

#### **4.3.1 Issuance of Securities**

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

#### **4.3.2 Performance Security**

- (a) The Consultant shall, within fourteen [14] 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/ Insurance Surety Bond in the form provided in the Appendix-5, or it shall be in another form acceptable to the Client.
- (c) The security shall automatically become null and void once all the obligations of the Consultant under the Contract have been fulfilled, including, but not limited to, any obligations during the Warranty Period and any extensions to the period. The security shall be returned to the Consultant no later than twenty-eight (28) days after its expiration.
- (d) Upon Acceptance of the entire work, the security shall be reduced to the amount specified in the SCC, on the date of such Acceptance, so that the reduced security would only cover the remaining warranty obligations of the Consultant.

### **4.4 Taxes and Duties**

#### **4.4.1**

The Consultant and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC. As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.

#### **4.4.2**

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

#### **4.4.3**

For the purpose of the Contract, it is agreed that the Contract Price specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement is based on the taxes, duties, levies, and 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.

### **RESPONSIBILITIES**

#### **5.1 Consultant's Responsibilities**

##### **5.1.1 Standard of Performance**

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

The Consultant may not subcontract part of the Services to any Sub-consultants without the prior approval of the Client.

##### **5.1.2**

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

Applicable Law.

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

### **5.1.3 Consultant to affiliate not to engage in certain activities**

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

### **5.1.4 Prohibition of conflicting activities**

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

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

The Consultant shall keep 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 the authorities and/or persons appointed by the authorities 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 authorities if requested by the authorities. The Consultant's attention is drawn to GCC Clause 2.4 which provides, inter alia, that acts intended to materially impede the exercise of the authority's inspection and audit rights provided for under this GCC Clause 5.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the authority's prevailing sanctions procedures.)

### **5.1.6 Maintaining of records and reports**

Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents, and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant

shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

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

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

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

While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

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

#### **5.1.8**

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

### **5.2 Client's Responsibilities**

Unless otherwise specified in the SCC, the Client shall use its best efforts to carry out its responsibilities.

#### **5.2.1**

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

#### **5.2.2**

Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.

#### **5.2.3**

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

#### **5.2.4**

Issue to officials, agents, and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.

#### **5.2.5**

Assist the Consultant and the Experts 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.

#### **5.2.6**

Assist the Consultant and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.

#### **5.2.7 Access to facilities**

The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting

from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or their Experts.

### **5.2.8 Counter personnel**

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

If counterpart personnel are not provided by the Client to the Consultant as and when specified in Appendix 1, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to GCC clause 4.2.3 as specified.

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

### **5.2.9 Services, facilities and Property of the Client**

The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix 1) at the times and in the manner specified in said Appendix 1.

In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix 1, the Parties shall agree on

(i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services,

(ii) the manner in which the Consultant shall procure any such services, facilities and property



from other sources, and

- (iii) The additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 4.

## **SUBJECT OF CONTRACT**

### **6.1 Project Plan**

#### **6.1.1**

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

#### **6.1.2**

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

#### **6.1.3**

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

#### **6.1.4**

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

### **6.2 Documents Approval**

#### **6.2.1 Instructions and Specifications**

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

#### **6.2.2 Codes and Standards**

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

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

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

#### **6.2.4 Inspection**

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

#### **6.2.5**

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

### **6.3 Personnel**

#### **6.3.1 Description of personnel**

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

If required to comply with the provisions, adjustments with respect to the estimated time input of Key Experts set forth in Appendix 2 may be made by the Consultant by a written notice to the Client, provided

- (i) That such adjustments shall not alter the original time-input estimates for any individual

- by more than 10 percentage or one week, whichever is larger; and
- (ii) That the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth.

If additional work is required beyond the scope of the Services specified in Appendix 1, the estimated time-input for the Key Experts may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth, the Parties shall sign a Contract amendment.

### **6.3.2 Replacement of personnel**

Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts. Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration

### **6.3.3 Approval of personnel**

If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty-two [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. unless otherwise specified in the SCC

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

(a) Except as the Client may otherwise agree, no changes shall be made in the key personnel.

If, for any reason beyond the reasonable control of the Consultant it becomes necessary to replace any of the personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If Client

- (i) finds that any of the personnel has committed serious misconduct or has been charged with having committed a criminal action, or
- (ii) has reasonable cause to be dissatisfied with the performance of any of the personnel,

then the Consultant shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualification and experience acceptable to the Client.

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

(d) Except as the Client may otherwise agree,

(i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and

(ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

#### **6.3.5 Working days, holidays etc.**

Working days and holidays for Experts are the same as that of the client. 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 furnished work in respect of the Services such number of days before their arrival in, or after their departure from, the Client's country as is specified in Appendix 2.

**The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix 2, and the Consultant's remuneration shall be deemed to cover these items.**

## 7. SPECIAL CONDITIONS OF CONTRACT

### 1. General Provisions and Interpretation

#### 1.1: Definitions

##### 1.1.1 General

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

**1.1.1(ii)** The Client is: The Commissioner, APCRDA

The Project Manager is: [HoD/CE], APCRDA.

**1.1.2(vii)** The Consultant's Representative is:

Name: [insert: name and provide title and address further below, or state “to be nominated within of the Effective Date”]

Title: [if appropriate, insert: title]

**1.1.5(vi)** The Contract shall be for a period of \_\_\_\_\_ months, **Extension of time period:** The contract shall be extended by a duration limited to \_\_\_ months, subject to approval by the Authority.

#### 1.3: Representatives

**1.3 (a)** Authorized representative of client: \_\_\_\_\_

**1.3.1 Project Manager Extensions and /or Limitations:** DELETED

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

**1.4** Notices Address of the Project Manager:

[HoD/CE], APCRDA Lenin

Center, Governorpet,

VIJAYAWADA- 520002.

ANDHRA PRADESH - INDIA.

Fallback address of the Client:

APCRDA

Lenin Center, Governor Pet,

VIJAYAWADA - 520002.

ANDHRA PRADESH - INDIA.

Address of the Consultant's Representative: 1)\_\_\_\_\_.

Fallback address of the Consultant 2)\_\_\_\_\_.

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



## 1.5 Dispute Settlement

### **(i) Amicable Settlement**

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

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

### **(ii) Appeal**

In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, that cannot be resolved amicably, including any questions regarding its existence, validity, or termination, such disputes shall be referred to Appellate Authority for resolution. The Appellate Authority shall have exclusive jurisdiction to hear and resolve any disputes between the parties, and its decision shall be binding and final, subject to any legal rights of appeal.

The Appellate Authority for the purpose of this contract is the Secretary, MA&UD, Government of Andhra Pradesh.

### **(iii) Arbitration**

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

arbitrator. The matter shall be referred to arbitration in accordance with the provisions of Arbitration and Conciliation Act.

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 Vijayawada and the language of arbitration proceedings shall be English.

The arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration 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.

#### **(iv) Miscellaneous**

In any arbitration proceeding hereunder:

- (a) Proceedings shall, unless otherwise agreed by the Parties, be held in Vijayawada;
- (b) English language shall be the official language for all purposes; and
- (c) The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in the High Court of Andhra Pradesh, Amaravati. The Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

### **1.6 Copyright, Confidential Information, and Ownership**

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

Applicable

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

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

## **2. GUARANTEES, LIABILITIES, INDEMNITIES, INSURANCE AND RISKS**

### **2.1 Time Guarantee and Vacancy Clauses**

#### **2.1.1 Vacancy Clause and Trigger**

a. Below are the situations under which a given position would be said to be vacant:

- i. If a profile submitted by the consultant for any position required, either at the time of bid or during the contract period,
  - (a) is not found to be meeting the Qualification and Experience Criteria as specified in Appendix I
  - (b) is found to be meeting the Qualification and Experience Criteria as specified in Appendix I, but whose performance is found to be unsatisfactory by the client for the 2<sup>nd</sup> consecutive month during the monthly review or more and the same has been communicated to the consultant in the monthly review meetings or otherwise,

Such profiles shall be rejected by the client and would result in the respective positions being vacant, until respective proposed replacements are approved and staffed for the same.

- ii.If a position is not staffed by the consultant for any reason whatsoever, at any given point during the contract period. The same will be verified by the site engineers appointed by APCRDA who will take regular attendance on-site.

b. In case a vacancy so created is not staffed by the consultant within 15 days of creation of such vacancy, the client shall deduct the payment in respect of such vacant positions from

the monthly fee to be paid in each quarter.

- c. An additional penalty of 50% of the payment to be made corresponding to the unstaffed position will also be reduced as penalty for every month the role remains vacant, as per provided indicative cost estimates.

### **3. TERMINATION AND MODIFICATION OF CONTRACT**

#### **3.1 Term**

##### **3.1.1 Effectiveness conditions-**

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

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

#### **3.2 Termination**

**3.2.1 Expiration of Contract and extension:** The contract shall terminate at the end of \_\_\_\_ months. The contract shall be extended by a duration limited to maximum period of \_\_\_\_ months, subject to approval by the Authority.

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

### **4 PAYMENT**

#### **4.1 Price**

**4.1.1** Contract price shall not exceed \_\_\_\_\_ percentage 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.

**4.1.2 Deleted.**

#### **4.2 Payment Terms**

- 1) Subject to the provisions of GCC Clause (Terms of Payment), the Client shall pay the

Contract Price to the Consultant according to the manner specified below.

- (a) The payment to the Consultant shall be made as per Appendix 8 of the Contract Agreement. This project cost will not be subject to any escalations whatsoever.
- (b) The payment to be made based on the Invoices submitted by the consultant.

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

### **4.3 Securities:**

**4.3.3 Performance Security:** Performance Security equivalent to **5 (five)** percent of the Contract price shall be furnished from any scheduled commercial bank in India as per the terms set in the Clause 4.3.3 of GCC, in the form of a Bank Guarantee/ Insurance Surety Bond substantially in the form specified in Appendix 5 of the contract. For the successful bidder the Performance Security will be retained by Client until the completion of the assignment by the Consultant. The Performance Security shall be released upon the completion of the contract and its acceptance by the Client.

(Refer - Appendix 5 of Volume-II)

## **5 Special Conditions of Responsibilities:**

### **5.1.8 Consultant's responsibilities**

(1) Limitation of Obligations:

(2) Accounting, Inspecting and Auditing Specific bases: None

### **5.2.7 Details of Access to Facilities**

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

### **5.2.8 Details of Counter Personnel:**

Not applicable.

## **6 SUBJECT OF CONTRACT**

### **6.1 Project Plan**

(1) Project Plan shall be Appendix-2.

(2) Apart from the deliverables mentioned in Appendi-2, the Consultant shall submit progress report to the client as and when requested.

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

### **6.2 Documents Approval 6.2.2 Codes and Standards**

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

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

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

(1) Project Plan.

(2) Staff deployment and roaster of staff.

(3) Document containing personnel replacements.

**As Per GCC 6.2.5** Acceptance Certificate Issuance Details: Upon receipt of every deliverable from the Consultant, the Project in charge from APCRDA, 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.	
Position		Candidate <input type="checkbox"/> Prime <input type="checkbox"/> Alternative
Name of member		
Candidate Information	Name of candidate	Date of Birth

	Professional Qualifications	
Present Employment	Name of Employer	
	Address of Employer	
	Telephone	Contact (Manager/personal officer)
	Fax	Telex
	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**  
**Option I - Bank Guarantee**

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

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

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

At the request of the Consultant, we hereby irrevocably undertake to pay you any sum(s) not exceeding [insert: amount(s) in figures and 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) 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, 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)]

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

Date: [insert: date]

1. The Client shall insert the amount(s) specified and denominated in the SCC for GCC Clauses 4.1.1.
2. In this sample form, the formulation of this paragraph reflects the usual SCC provisions for GCC Clause 4.1.1. However, if the SCC for GCC Clauses 4.1.1 from the usual provisions, the paragraph, and possibly the previous paragraph, need to be adjusted to precisely reflect the provisions specified in the SCC.

## Option 2: Insurance Surety Bond

(To be executed on Non-Judicial Stamp Paper of Appropriate value)

(Insurance Surety Bond No.....)

Date.....

**(Name of the Contract)**

**To:**

**The Commissioner,  
Andhra Pradesh Capital Region Development Authority,  
Lenin Centre, Governorpet,  
Vijayawada-520002 (India)**

Dear Sir,

In consideration of the ....[*Employer's Name*] ..... (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s .... [*Consultant's Name*] ..... with its Registered/Head Office at ..... (hereinafter referred to as the 'Consultant', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Employer's Letter of Acceptance No. .... dated ..... and the same having been acknowledged by the Consultant, for ..... [*Contract sum in figures and words*] for ..... [*Name of the work*] and the Consultant having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to .....(\*)..... of the said value of the aforesaid work under the Contract to the Employer.

We .....[*Name & Address of the Insurance Company*] ..' ..... having its Head Office at ..... (hereinafter referred to as the 'Surety', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Consultant to the extent of ..... (\*) ..... as aforesaid at any time upto ..... (@) ..... [*days/month/year*] without any demur, reservation, contest, recourse or protest and/or without any reference to the Consultant. Any such demand made by the Employer on the Insurance Company shall be conclusive and binding notwithstanding any difference between the Employer and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Surety undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantees herein contained shall continue to be enforceable till the Employer discharges this guarantee or till .....[*days/month/year*] whichever is earlier.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurance company under this guarantee, from time to time to extend the time for performance of the Contract by the Consultant. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Consultant, and to exercise the same

at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Consultant or any other course or remedy or security available to the Employer. The Insurance company shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Insurance Company.

**The Surety declares that this Insurance Surety Bond is issued by the .....(name of Insurance Company) as per applicable rules and regulations of insurance regulatory development authority of India (IRDAI), and** also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Insurance Company as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee the Employer may have in relation to the Consultant's liabilities.

- i. Our liability under this Insurance Surety Bond shall not exceed .....(*insert % as per contract terms*).....
- ii. This Insurance Surety Bond shall be valid up to .....(*insert date as per contract terms*).....
- iii. We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if Employer serve upon Insurance Company a written claim or demand on or before .....[*date of issue of Defect Liability Certificate*].....

Dated this .....day of ..... 20..... at.....

WITNESS

Signed for and on behalf of the  
Insurance Company

1. ....  
(Signature)

.....  
(Signature)

.....  
(Name)

.....  
(Name)

Notes:

- 1. Insurance Surety Bond should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Insurance Company, not more than six (6) months prior to execution / issuance of Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Insurance Surety Bond should contain rubber stamp of the authorized signatory of the Insurance Company indicating the name, designation and signature/ power of attorney number as well as telephone numbers / e-Mail Id with full correspondence address of the Insurance Company. In case the same is issued by an International Insurance Company (it should be registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)), the law prevalent in the country of

execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond shall be got confirmed through any Indian Scheduled/Nationalized Insurance Company.

2. Insurance Surety Bond is required to be submitted directly to the Employer by the issuing Insurance Company (on behalf of Consultant) under registered post (A.D.). The Consultant can submit an advance copy of Insurance Surety Bond to the Engineer.
3. The issuing Insurance Company shall write the name of Insurance Company's controlling branch/ Head Office along with contact details like telephone no., e-Mail Id and full correspondence address in order to get the confirmation of Insurance Surety Bond from that branch/ Head office, if so required.



**APPENDIX 6**

**PRICE SCHEDULES**

## **APPENDIX 7**

### **Minutes of Contract Finalization Discussions and Agreed to Contract Amendments**

## APPENDIX 8

*The following will be the payment mechanism for the PMC services:*

**The payment has been structured under below broad headings:**

### 1. Payment of Personnel Costs

Payment Heading	Payment % of Total Personnel fee
1. Fixed Payment	60%
A. Inception report	5%
B. Fixed Monthly Payment	55%
2. Milestone based Payment based on Construction Progress	30%
3. Final Project Completion	5%
4. During Defect Liability period	5%

Tenure of the project will be the project duration for the PMC.

2. **Payment of Reimbursable will be done based on actuals upon submission of respective invoices by the Consultant.**

### **Personnel Cost Payment Terms and Calculation Mechanism:**

The payment has been categorized into below broad headings:

#### **6.2 Fixed Payment**

Fixed payment structure is introduced to provide resource mobilization and continuous monthly cash flows to the Consultant to be able to meet the fixed monthly expenses (typically manpower expenses).

Fixed payment will have 2 sub-parts:

##### **6.2.1 Inception Report (5%)**

Payment after acceptance of Inception report and Resource Mobilization will be 5% of the Personnel Cost of the Consultant.

##### **6.2.2 Fixed Payment (55%)**

A total of 55% of the Personnel Cost of the Consultant will be provided on a fixed equal monthly basis to the Consultant based on approved implementation plan. This will be paid based on the submission of the last month approved work completion report. The fixed amount pertaining to the personnel instructed to be demobilized or such position being vacant will be deducted from the monthly fixed payment along with any applicable penalties. In case the work is completed in all respects and approved by the client, on or before the completion of duration of this contract, the entire balance fixed component will be paid upon such conclusion.

In case of extension of contract period (for reasons not attributable to the PMC), The PMC shall receive the fixed monthly payment (55% of the cost of the personnel engaged) for the duration of such extension.

### **6.3 Variable Payment (30%)**

This payment is linked to the progress of the contractor/ project. The payment is linked to the Invoice value approved for the contractor. For every invoice value approved, a value equal to (proportion of such invoice value to the total contractor's value) x 30% of Personnel Cost of the Consultant

### **6.4 Final Project Completion (5%)**

On the final completion of the contractor's project, payment equal to 5% of the Personnel Cost of the Consultant will be paid upon approval of the as built drawings by the client.

### **6.5 Post Warranty period (5%)**

The final 5% of the Personnel Cost of the Consultant shall be divided into equal quarterly payments throughout the warranty period.

## Appendix 9

### Code of Conduct for Consultant's Personnel (E&S) Form

#### CODE OF CONDUCT FOR CONSULTANT'S PERSONNEL<sup>2</sup>

We are the Consultant, [*enter name of Consultant*]. We have signed a contract with [*enter name of Employer*] for [*enter description of the services*]. These Works will be carried out at [*enter the Site and other locations where the services will be carried out*]. Our contract requires us to implement measures to address environmental and social risks related to the Services, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Services. It applies to all our staff, laborers and other employees at the Services Site or other places where the Services are being carried out. It also applies to the personnel of each subconsultant and any other personnel assisting us in the execution of the Services. All such persons are referred to as “**Consultant's Personnel**” and are subject to this Code of Conduct.

This Code of Conduct identifies the behavior that we require from all Consultant's Personnel.

Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

#### **REQUIRED CONDUCT**

Consultant's Personnel shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Consultant's Personnel and any other person;
3. maintain a safe working environment including by:
  - a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
  - b. wearing required personal protective equipment;

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<sup>2</sup> This form to be signed by contractor's personnel after contract is awarded.

- c. using appropriate measures relating to chemical, physical and biological substances and agents; and
  - d. following applicable emergency operating procedures.
- 4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and danger to his/her life or health;
- 5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
- 6. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with another Consultant's or Employer's Personnel;
- 7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
- 8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
- 9. not engage in chasing or hunting or capture of wildlife including birds and fishing and, refrain from acquiring wildlife meat, skins, feathers, or any similar products derived from wildlife;
- 10. Not engage in encroaching upon or degrading of forests as well as the collection and harvesting of forest resources such as firewood, herbs, timber and non-timber forest products among others.
- 11. Not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage- including contact through digital media. Mistaken belief regarding the age of a child is not a defense. Consent from the child is also not a defense or excuse.
- 12. In responding to any reporting of SEA/SH/VAC, everyone should follow the project SEA/SH GRM procedure and process. Individuals/employees experiencing any forms of GBV, including SEA/SH is supported by facilitating access to specialist services in accordance with the SEA/SH GRM procedure and records will be kept in confidentiality.
- 13. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
- 14. report violations of this Code of Conduct; and

15. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the grievance mechanism for Consultant's Personnel or the project's Grievance Redress Mechanism.

## **RAISING CONCERNS**

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [*enter name of the Consultant's Social Expert with relevant experience in handling sexual exploitation, sexual abuse and sexual harassment cases, or if such person is not required under the Contract, another individual designated by the Consultant to handle these matters*] in writing at this address [ ] or by telephone at [ ] or in person at [ ]; or
2. Call [ ] to reach the Consultant's hotline (*if any*) and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

## **CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT**

Any violation of this Code of Conduct by Consultant's Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

### **FOR CONSULTANT'S PERSONNEL:**

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [*enter name of Consultant's contact person(s) with relevant experience*] requesting an explanation.

Name of Consultant's Personnel: [insert name]

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

Countersignature of authorized representative of the Consultant:

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

**ATTACHMENT 1: Behaviors constituting Sexual Exploitation and Abuse (SEA) and behaviors and behaviors constituting Sexual Harassment (SH)**

The following non-exhaustive list is intended to illustrate types of prohibited behaviors.

**(1) Examples of sexual exploitation and abuse** include, but are not limited to:

- A Consultant’s Personnel tells a member of the community that he/she can get them jobs related to the work site (e.g. cooking and cleaning) in exchange for sex.
- A Consultant’s Personnel that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
- A Consultant’s Personnel rapes, or otherwise sexually assaults a member of the community.
- A Consultant’s Personnel denies a person access to the Site unless he/she performs a sexual favor.
- A Consultant’s Personnel tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.
- A Consultant’s Personnel dates or has a romantic relationship with a child under 18 years old, keeps secrets with children, or displays favoritism.
- A Consultant’s Personnel has inappropriate physical contact with children under 18 years old, including kisses and showing affection of any kind in an isolated area.
- A Consultant’s Personnel holds private electronic communication with children under 18 years old, including via social media, as well as transportation of children unless for authorized purposes.
- A Consultant requests sexual favors in return for protection, food, shelter, payment of medical or school fees, or any other form of assistance or promise of assistance.

**(2) Examples of sexual harassment in a work context**

- Consultant’s Personnel comment on the appearance of another Consultant’s Personnel (either positive or negative) and sexual desirability.
- When a Consultant’s Personnel complains about comments made by another Consultant’s Personnel on his/her appearance, the other Consultant’s Personnel comment that he/she is “asking for it” because of how he/she dresses.



- Unwelcome touching of a Consultant's or Employer's Personnel by another Consultant's Personnel.
- A Consultant's Personnel tells another Consultant's Personnel that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.
- A Consultant's Personnel makes jokes that are uncomfortable, frightening, or hurtful, or name calls with sexual epithets.

**Appendix 10**

*[Insert ACG from Volume IV: Corrupt and Fraudulent Practices]*