

Aarogyasri Health Care Trust

SDB for Consultants

Volume III – The Contract (Lump Sum)

Department: Administration (Legal)



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PREFACE

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

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

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

Between

Aarogyasri Health Care Client

And

[Insert: name of the Consultant(s)]

Dated: _____

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made

the *[insert: ordinal]* day of *[insert: month]*, *[insert: year]*.

BETWEEN

- (1) *[insert: Name of Client]*, a *[insert: description of type of legal entity, for example, a Client of the Department of Medical and Health. . .]* 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]*, an insurance company 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” which expression shall include their respective successors and permitted assignees).

WHEREAS

(A) The Client vide its Bid Notification No.

_____ invited Competitive Bids for providing services for the implementation of Rajiv Aarogyasri Health Care Scheme that enables cash less hospitalization for its beneficiaries, as defined in the Scheme (hereinafter referred to as the “**Scheme**”), through competitive bidding in Andhra Pradesh viz: *[insert: names of Districts.]*;

(B) The Consultant submitted their Competitive Bid for the aforesaid work, whereby

the Consultant represented to the Client that they had the required professional skills, and in the said Bid the Consultant also agreed to implement the Scheme and provide the Services to the Client on the terms and conditions as set forth in the Bidding Document and this Agreement (“the Scheme”); and

(C)The Client, on acceptance of the aforesaid Bid of the Consultant, awarded the Contract to the Consultant vide its Letter of Award dated ----- (hereinafter referred to as the “**LOA**”);

NOW IT IS HEREBY AGREED as follow:

Article 1. Contract Documents

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

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

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

1.2 Order of Precedence (Reference GCC Clause 2)

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) above, provided that Appendix 7 shall prevail over all provisions of the Contract Agreement and the other Appendices attached to the Contract Agreement and all the other Contract Documents listed in Article 1.1 above.

1.3 Definitions (Reference GCC Clause 1)

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

General Conditions of Contract.

Article 2. Contract Price and Payment Terms

2.1 Contract Price (Reference GCC Clause 1.1(a)(ix) and GCC Clause Price)

The Client hereby agrees to pay to the Consultant the Contract Price (“the Annual Insurance Premium”) on behalf of the BPL beneficiaries to the Consultant directly on a [*insert: monthly/quarterly/half-yearly*] basis an amount of Rupees [*insert: amount in words*], [*insert: amount in figures*], in consideration of the performance by the Consultant of its obligations under the Contract. Schedule.

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

2.2 The contract price of Rs._____ shall be an amount of Rs._____of premium and Rs._____of administrative cost.

2.3 The Client hereby agrees to pay to the Consultant Rs. _____ [*Insert installment amount*] directly on a [monthly/ quarterly/ half-yearly] basis.

Article 3. Effective Date

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

The time allowed for delivery of the Service shall be determined from the date when all of the following conditions have been fulfilled:

- (a) This Contract Agreement has been duly executed for and on behalf of the Client and the Consultant;
- (b) The Consultant has submitted to the Client the performance security and the advance payment security, in accordance with GCC Clause 19.2 and GCC Clause 19.3;
- (c) The Client has paid the Consultant the advance payment, in accordance with GCC Clause 19;
- (d) [*specify here: any other conditions, for example, opening/confirmation of letter of credit*].

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

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

Article 4. Appendixes

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

APPENDICES

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

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

For and on behalf of the Client

Signed:

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

in the presence of

For and on behalf of the Consultant

Signed:

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

in the presence of

CONTRACT AGREEMENT

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

BETWEEN

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

AND

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

GENERAL CONDITIONS OF CONTRACT

A. GENERAL PROVISIONS AND INTERPRETATION

Clause No. 1

Clause Heading Definitions

Sub Clause No.

.1 In this Contract, the following terms shall be interpreted as indicated below.

(a) **General Definitions**

1.1. (i) Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in 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.
- (b) “Client” means the implementing agency that signs the Contract for the Services with the Selected Consultant.
- (c) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (d) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (e) “Day” means a working day unless indicated otherwise.
- (f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 14.1.
- (g) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (h) “GCC” means these General Conditions of Contract.
- (i) “Government” means the government of the Client’s country.
- (j) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more

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

- (k) “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.
- (a) “Government” means the Government of the Andhra Pradesh or Government of India.
- (l) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (m) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (n) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (o) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (p) “Sub-consultants” means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (q) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.
- (r) (ix) “**Services**” means the work to be performed by the Consultant pursuant to this Agreement, as described in the Scheme hereto.

(b) Entities

(i) “Member”, in case of Consultant consisting of a joint venture of more than one entity, means any of these entities, and “Members” means all of these entities;

(ii) “Party” means the Client or the Consultant, as the case may be; and “Parties” means both of them;

(iii) “Client” means the entity purchasing the Services, as **specified in the SCC.**

(iv) “Project Manager” means the person **named as such**

in the SCC or otherwise appointed by the Client in the manner provided in GCC Clause 3.2 (Project Manager) to perform the duties delegated by the Client.

(v) “Consultant” means the firm or Joint Venture or Consortium whose bid or Proposal to perform the Contract has been accepted by the Client and is named as such in the Contract Agreement.

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

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

(viii) “Third Party” means any person or entity other than the Government, the Client, the Consultants or a Subcontractor

(vi) “Client” means Aarogyasri Health Care Client of Government of Andhra Pradesh.

(c) Scope

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

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

(ii) “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.

(v) “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, and technical support.

(v) “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.

- (vi) “The Project Plan” means the document to be developed by the Consultant and approved by the Client, pursuant to GCC Clause 23, based on the requirements of the Contract and the Preliminary Project Plan included in the Consultant’s bid. The “Agreed and Finalized Project Plan” is the version of the Project Plan approved by the Client, in accordance with GCC Clause 23.2. Should the Project Plan conflict with the Contract in any way, the relevant provisions of the Contract, including any amendments, shall prevail.
- (vii) “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.
- (xiv) “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.
- (xvii) “Intellectual Property Rights” means any and all copyright, moral rights, trademark, patent, and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, extract or re-utilize data from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign

others to do so.

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

(d) Activities

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

(iii) “Personnel” means persons hired by the Consultant or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof; and “Key Personnel” means the Personnel referred to in Clause GC 25.2(a)

(e) Place and Time

(i) “Project Site(s)” means the place(s) **specified in the SCC** for the supply and installation of the System.

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

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

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

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

(vi) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 14.1

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

(viii) “The Post-Warranty Services Period” means the number of years **defined in the SCC** (if any), following the expiration of the Warranty Period during which the Consultant may be obligated to

provide Software licenses, maintenance, and/or technical support services for the System, either under this Contract or under separate contract(s).

- (ix) “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.

Clause No.
Clause Heading
Sub-Clause No.

2
Interpretation

- .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.
- .2** **Governing Law:** This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- .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.
- .4** **Relation between the parties:** Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
- .5** **Singular and Plural:** The singular shall include the plural and the plural the singular, except where the context otherwise requires.
- .6** **Headings:** The headings shall not limit, alter or affect the meaning of this Contract.
- .7** **Persons:** Words importing persons or parties shall include firms, corporations, and government entities.
- .8** **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.
- .9** **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.

- .10 Independent Consultant:** The Consultant shall be independent in performing the Contract. The Contract does not create any agency, partnership, joint venture, or other joint relationship between the parties to the Contract. Subject to the provisions of the Contract, the Consultant shall be solely responsible for the manner in which the Contract is performed. All employees, representatives, or Subcontractors engaged by the Consultant in connection with the performance of the Contract shall be under the complete control of the Consultant and shall not be deemed to be employees of the Client, and nothing contained in the Contract or in any subcontract awarded by the Consultant shall be construed to create any contractual relationship between any such employees, representatives, or Subcontractors and the Client.
- .11 Joint Venture:** If the Consultant is a Joint Venture of two or more firms, all such firms shall be jointly and severally bound to the Client for the fulfillment of the provisions of the Contract and shall designate one of such firms to act as a leader with Client to bind the Joint Venture. The composition or constitution of the Joint Venture shall not be altered without the prior consent of the Client.
- .12 Location:** The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
- .13 Non waiver:**
- (a) Subject to GCC Sub-Clause .13(b) of this Clause below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- .14 Severability:** If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity, or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

Fairness And Good Faith

(a) Good Faith

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

(b) Operation of the contract

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

Clause No.
Clause Heading
Sub-Clause No.

3
Representatives

.1

(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) Client 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.

.2

Project Manager

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

.3

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 .3(a) of this Clause GCC.

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

.4

Objections & Removals:

If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert of Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

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

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

acceptable to the Client.

The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

Replacement:

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.

Clause No. 4
Clause Heading Notices
Sub-Clause No.

.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 .3 of this Clause GCC below, by personal delivery, registered post, special courier, cable, telegraph, telex, facsimile, electronic mail, or Electronic Data Interchange (EDI), with the following provisions.

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

- .2 Notices shall be deemed to include any approvals, consents, instructions, orders, certificates, information and other communication to be given under the Contract.
- .3 Pursuant to “Representatives” Clause GCC, notices from/to the Client are normally given by, or addressed to, the Project Manager, while notices from/to the Consultant are normally given by, or addressed to, the Consultant's Representative, or in its absence its deputy if any. If there is no appointed Project Manager or Consultant's Representative (or deputy), or if their related Client is limited by the sub-clause .2 or .3(b) of “Representatives” Clause of SCC for GCC, or for any other reason, the Client or Consultant may give and receive notices at their fallback addresses. The address of the Project Manager and the fallback address of the Client are as **specified in the SCC** or as subsequently established/amended. The address of the Consultant's Representative and the fallback address of the Consultant are as specified in **SCC** of the Contract Agreement or as subsequently established/amended.

Clause No

5

Clause Heading

Dispute Settlement

Sub-Clause No.

.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.

.2

Arbitration:

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

Clause No
Clause Heading
Sub-Clause No.

6
Copyright, Confidential Information, and Ownership

.1

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

.2

Confidential Information:

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

.3

For the purposes of sub-clause .2 of this clause GCC, the Consultant is also deemed to be the Receiving Party of Confidential Information generated by the Consultant itself in the course of the performance of its obligations under the Contract and relating to the businesses, services, finances, Consultants, employees, or other contacts of the Client or the Client’s use of the deliverables.

.4

Notwithstanding sub-clauses .2 and .3 of this clause GCC the Consultant may furnish to its Subcontractor Confidential Information of the Client to the extent reasonably required for the Subcontractor to perform its work under the Contract, in which event the Receiving Party shall ensure that the person to whom it furnishes Confidential Information of the Disclosing Party is aware of and abides by the Receiving Party’s obligations under this GCC Clause as if that person were party to the Contract in place of the Receiving Party.

.5

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

- .6** The obligation of the Receiving Party under sub-clauses .2 through .5 of this clause GCC, however, shall not apply to that information which:
- (a) now or hereafter enters the public domain through no fault of the Receiving Party;
 - (b) can be proven to have been possessed by the Receiving Party at the time of disclosure and that was not previously obtained, directly or indirectly, from the Disclosing Party;
 - (c) Otherwise lawfully becomes available to the Receiving Party from a third party that has no obligation of confidentiality.
- .7** The above provisions of this GCC Clause shall not in any way modify any undertaking of confidentiality given by the Consultant prior to the date of the Contract in respect of the System or any part thereof.
- .8** The provisions of this GCC Clause shall survive the termination, for whatever reason, of the Contract for three (3) years or such longer period as may be specified in the SCC.
- .9** **Ownership:** The ownership of the deliverables and other Services or Goods shall be transferred to the Client at the time of Delivery or otherwise under terms that may be agreed upon and specified in the Contract Agreement.
- Ownership and the terms of usage of the deliverables supplied under the Contract shall be governed by sub-clause .1 of this clause GCC and any elaboration in the Requirements.
- All plans, drawings, specifications, designs, reports, algorithms, source code of software, any similar thing prepared 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.

B. GUARANTEES, LIABILITIES, INDEMNITIES,

INSURANCE AND RISKS

Clause 7

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

Clause No

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

2. **Triggering of Liquidated Damages:**

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

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

rights or remedies the Client may have under the Contract for other delays.

(c) If liquidated damages are claimed by the Client for the activity or item, the Consultant shall have no further liability whatsoever to the Client in respect to the time guarantee for the activity or item. However, the payment of liquidated damages shall not in any way relieve the Consultant from any of its obligations to complete the System or from any other of its obligations and liabilities under the Contract.

Clause No.	8
Clause Heading	Service Conformity Guarantee and Performance Security Trigger
Sub-Clause No.	
.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 24.5 regarding Acceptance governs how conformance of the work to the Contract requirements will be determined.
.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.
.3	If the work fails to conform to the Requirements, the Client may consider termination of the Contract, pursuant to GCC Clause 15.2, and forfeiture of the Consultant’s Performance Security in accordance with GCC Clause 19.3 in compensation for the extra costs and delays likely to result from this failure.

Clause No. 9

Clause Heading IPR Warranty and Indemnity

Sub-Clause No.

.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 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.

.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;

.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 of this clause GCC, the Client shall promptly give the Consultant notice of such proceedings or claims, and the Consultant may at its own expense and in the Client's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

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

.5

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

Such indemnity shall not cover

(a) any use of the design, data, drawing, specification, or other

documents or materials, other than for the purpose indicated by or to be reasonably inferred from the Contract;

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

Such indemnities shall also not apply:

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

.6

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

Clause No. **10**

Clause Heading **Limitation of Liability**

Sub-Clause No.

- .1** Provided the following does not exclude or limit any liabilities of either party in ways not permitted by applicable law:
- (a) Subject to additional provisions, if any, set forth in the **SCC**, the Consultant’s liability under this Contract shall be provided by the Applicable Law.
 - (b) the aggregate liability of the Consultant to the Client, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Consultant to indemnify the Client with respect to intellectual property rights infringement.

Clause No.

11

Clause Heading

Indemnity

Sub-Clause No.

.1

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

.2

Subject to sub-clause .3 of this Clause GCC, the Consultant shall indemnify and hold harmless the Client and its employees and officers from and against any and all losses, liabilities and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Client or its employees or officers may suffer as a result of the death or injury of any person or loss of or damage to any property arising in connection with the service and by reason of the negligence of the Consultant or its Subcontractors, or their employees, officers or agents, except any injury, death, or property damage caused by the negligence of the Client, its contractors, employees, officers, or agents.

.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 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) day period, the Client shall make no admission that may be prejudicial to the defense 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.

.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 GCC, provided that such fire, explosion, or other perils were not caused by any act or failure of the Consultant.

.5 If any proceedings are brought or any claim is made against the Consultant that might subject the Client to liability under sub-clause .4 of this clause GCC, the Consultant shall promptly give the Client notice of such proceedings or claims, and the Client may at its own expense and in the Consultant’s name get 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 defense of any such proceedings or claim. The Consultant shall, at the Client’s request, at the Consultant’s request afford all available assistance to the Client in conducting such proceedings or claim and shall be reimbursed by the Client for all reasonable expenses incurred

in so doing.

.6

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

Clause No.

12

Clause Heading

Insurances

Sub-Clause No.

.1

The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 14.2.

.2

The Client shall be named as co-insured under all insurance policies taken out by the Consultant pursuant to sub-clause .1 of this GCC clause, except for the Third-Party Liability, and the Consultant's Subcontractors shall be named as co-insured under all insurance policies taken out by the Consultant pursuant to sub-clause .1 of this clause GCC. All Consultants' rights of subrogation against such co-insured for losses or claims arising out of the performance of the Contract shall be waived under such policies.

.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.

.4

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

.5

If the Consultant fails to take out and/or maintain in effect the

insurance referred to in sub-clause .1 of this GCC clause, 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 Consultant or may otherwise recover such amount as a debt due from the Consultant.

.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 Consultants 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 Consultant 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 Consultant without the prior written consent of the Consultant.

Clause No. 13
Clause Heading Force majeure
Sub-Clause No.

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

Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

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

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

.3 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 5.

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

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

- (a) constitute a default or breach of the Contract;
- (b) (subject to GCC Clauses 14.3, and 14.4) give rise to any claim for damages or additional cost or expense occasioned by the delay or nonperformance, if, and to the extent that, such delay or nonperformance is caused by the occurrence of an event of Force Majeure.

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

- .7** In the event of termination pursuant to GCC Clause 14.6, the rights and obligations of the Client and the Consultant shall be as specified in GCC Clause “Termination”.
- .8** Notwithstanding GCC Clause 13.5, Force Majeure shall not apply to any obligation of the Client to make payments to the Consultant under this Contract.

C. TERM, TERMINATION AND MODIFICATION OF CONTRACT

Clause No. 14

Clause Heading Term

Sub-Clause No.

.1 Effective 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.

.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 The Consultant shall commence work within the period specified at sub-clause .2 of this clause GCC, and the Consultant shall thereafter proceed with the work in accordance with the time schedule specified in the Implementation Schedule in the Requirements Section and any refinements made in the Agreed and Finalized Project Plan.

.4 The Consultant shall adhere to the timelines in the Implementation Schedule in the Scheme and any refinements made in the Agreed and Finalized Project Plan, or within such extended time to which the Consultant shall be entitled under GCC Clause 14.5(Extension of Time).

.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”;
- (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.

.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" Clause GCC.

.7

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

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

.1 Expiration of Contract and extension

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

.2 Termination by the Client: 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.

(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 14.5 hereinabove, within thirty (30) days of receipt of such notice of suspension or with in such further period as the Client may have subsequently approved in writing.

(b) If the Consultant becomes(or, if the Consultant consists of more than one entity, if any of their 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 “Dispute Settlement” Clause GCC;

(d) If the Consultant submits to the Client a statement which has a material effect on the rights, obligations or

interests of the Client and which the Consultant knows to be false.

(e) 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)days; or

(f) if the Consultant, in the judgment of the Client, has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, including but not limited to willful misrepresentation of facts concerning ownership of Intellectual Property Rights under this Contract.

For the purposes of this Clause:

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

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

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

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

(v) “obstructive practice” is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation by the Client into allegations of a

corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

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

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

.3 Termination of Consultant:

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

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

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension.
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 5;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key

Experts as required in Clause GCC 14.2.

19.1.2. Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

.5

Cessation of Rights and Obligations:

Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 6, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 21, and (iv) any right which a Party may have under the Applicable Law.

.6

Cessation of services:

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 14a or GCC 14b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 21.1 or GCC 21.18.

.7

Payments upon termination:

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

(a) Payment for Services satisfactorily performed prior to the effective date of termination; and

(b) In the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 14.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract,

including the cost of the return travel of the Experts.

.8

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

Clause No.	16
Clause Heading	Modification
Sub-Clause No.	
.1	<p>Modification: Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.</p> <p>In cases of substantial modifications or variations, the prior written consent of the Bank is required.</p>
.2	<p>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</p>
.3	<p>The Consultant may from time to time during its performance of the Contract propose to the Client (with a copy to the Project Manager) any Change that the Consultant considers necessary or desirable to improve the quality or efficiency of the Service. The Client may at its discretion approve or reject any Change proposed by the Consultant.</p>
.4	<p>Notwithstanding sub-clauses .2 and .3 of this clause GCC, no change made necessary because of any default of the Consultant in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time.</p>
.5	<p>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 there under, except that the Consultant shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.</p>

D. PAYMENT

Clause No. 17

Clause Heading Price

Sub-Clause No.

- .1** The Contract Price shall be as specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.
- .2** Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the **SCC**.
- .3** The Consultant shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.

Clause No. 18
Clause Heading Payment Terms

Sub-Clause No.

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

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

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

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

The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 18.

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

Advance payment: Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully set off.

The Lump-Sum Installment Payments. The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the

related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

The Final Payment .The final payment under this Clause shall be made only after the final report I have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

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

.5

Suspension:

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

Interest on Delayed Payments

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

.6

Refund

The insurance cover shall be triggered the moment expenditure under the scheme exceeds the budget. Any premium paid to the Consultant which remains unutilized due to the actual expenditure incurred being less than the sum of budget and premium shall be refunded to the Client as specified in the SCC.

.7

Administrative Cost

The Consultant shall be allowed such amount as specified in SCC towards its administrative cost under the scheme.

Clause No. 19
Clause Heading Securities
Sub-Clause No.

.1 **Issuance of Securities**

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

.2 **Advance Payment Security**

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

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

.3 **Performance Security**

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

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

(c) The security shall automatically become null and void once all the obligations of the Consultant under the Contract have been fulfilled, including, but not limited to, any obligations during the Warranty Period and any extensions to the

period. The security shall be returned to the Consultant no later than twenty-eight (28) days after its expiration.

- (d) Upon Acceptance of the entire work, the security shall be reduced to the amount **specified in the SCC**, on the date of such Acceptance, so that the reduced security would only cover the remaining warranty obligations of the Consultant.

Clause No.

20

Clause Heading

Taxes and Duties

Sub-Clause No.

.1

The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.

As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.

.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.

.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.

E. RESPONSIBILITIES

Clause No.	21
Clause Heading	Consultant's Responsibilities
Sub-Clause No.	
.1	Unless otherwise expressly limited in the SCC or Requirements, the Consultant's obligations cover the performance of all Services required for the design, development, study and implementation of the Service, in accordance with the plans, procedures, specifications, drawings, codes, and any other documents specified in the Contract and the Agreed and Finalized Project Plan.
.2	The Consultant shall, unless specifically excluded in the Contract, perform all such work not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for Acceptance of the Service as if such work were expressly mentioned in the Contract.
.3	Standard Performance The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

- .4** The Consultant confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the Service provided by the Client and on the basis of information that the Consultant could have obtained from a visual inspection of the site (if access to the site was available) and of other data readily available to the Consultant relating to the work as at the date thirty days (30) days prior to bid/proposal submission. The Consultant acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Contract.
- .5** The Consultant shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually Agreed and Finalized Project Plan (pursuant to GCC Clause 23.3) within the time schedule specified in the Implementation Schedule in the Requirements Section. Failure to provide such resources, information, and decision making may constitute grounds for termination pursuant to sub-clause .2 “Termination” clause GCC.
- .6** The Consultant shall acquire in its name all permits, approvals, and/or licenses from all local, state, or central government authorities that are necessary for the performance of the Contract. The Consultant shall acquire all other permits, approvals, and/or licenses that are not the responsibility of the Client under GCC Clause 22.4 and that are necessary for the performance of the Contract.

- .7** The Consultant shall comply with the Applicable Law. The laws will include all Central and State laws that affect the performance of the Contract and are binding upon the Consultant. The Consultant shall indemnify and hold harmless the Client from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Consultant or its personnel, including the Subcontractors and their personnel, but without prejudice to GCC Clause 22.1. The Consultant shall not indemnify the Client to the extent that such liability, damage, claims; fines, penalties, and expenses were caused or contributed to by a fault of the Client.
- .8** The Consultant shall, in all dealings with its labor and the labor of its Subcontractors currently employed on or connected with the Contract, pay due regard to all labor laws and regulations pertaining to the employment of labor.
- .10** The Consultant shall permit the Client and/or persons appointed by the Client to inspect the Consultant's offices and/or the accounts and records of the Consultant and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Client if required by the Client. The Consultant's attention is drawn to Sub-Clause .2.f (v) (bb) of "Termination Clause" GCC, which provides, inter alia, that acts intended to materially impede the exercise of the Client's inspection and audit rights provided for under Sub-Clause .10 of this Clause GCC constitute a prohibited practice subject to contract termination as well as to a prohibition from future contracts with the Client.
- .11** **Right of Publicity**
Any publicity by the Consultant in which the name of the Client is to be used shall be done only with the explicit written permission of the Client.

.12

Duplicate Payments

The payments to the Consultant pursuant to “Price” GCC clause hereof shall constitute the Consultant’s sole payment in connection with the contract or the services and, subject to sub-Clause .13 of this GCC clause hereof the Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this contract or to the service or in the discharge of their obligation hereunder, and the Consultant shall ensure that any subcontractors as well as the personnel and agents of either of them, similarly shall not receive any such additional remuneration.

.13

Procurement Rules of Government

If the Consultant as part of the services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with any procurement guidelines of the Government and shall at all times exercise such responsibility in the best interest of the Client. Any discount or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be to the account of the Client.

.14

Consultant and Affiliates not to engage in certain Activities

The Consultant agrees that, during the term of this contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any subcontractor and any entity affiliated with the subcontractor, shall be disqualified from providing goods, works or services (other than the services and any continuation thereof) for any project resulting from or closely related to the services.

Prohibition of Conflicting Activities

The Consultant shall not engage, and shall cause their Personnel as well as their subcontractors and their personnel not to engage, either directly or indirectly, in any of the following activities:

- (a) During the term of this contract, any business or professional activities which would conflict with activities assigned to them under this contract; and
- (b) After the termination of the contract, such other activities as may be specified in the **SCC**.

Accounting, Inspecting and Auditing

The Consultant

- (i) shall keep accurate and systematic accounts and records in respect of service hereunder, in accordance with standard accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including such bases as may be specifically referred to in the SCC),
- (ii) shall permit the Client or its designated representative periodically, and up to five years from the termination of this contract, to inspect the same and same and make copies thereof as well as to have them audited by auditors appointed by the Client;
- (iii) handover to the Client or its designated representative upon the expiration or termination of this Agreement all the transaction information in the form of manual or electronic records, generated during the execution of this Agreement; and
- (iv) shall have all the accounts related to services provided under this agreement audited after every 3 months by a reputable third party auditor and submit such audit report to the Client within 14 days of the receipt of the audit report.
- (v) shall ensure that the Client, and authorised officials of the Client, are provided unrestricted access to the Project Office round the clock. The Client's official, who has been authorized by the Client in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Project for his / her satisfaction.

.17

Consultant's Action requiring Client's prior Approval

The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) Appointing such members of the personnel as are listed in Appendix 3 merely by title but not by name;
- (b) Entering into a subcontract for the performance of any part of the services, it being understood
 - (i) that the selection of the subcontractor and the terms and conditions of the subcontract shall have been approved in writing by Client prior to the execution of the subcontract, and
 - (ii) that the Consultant shall remain fully liable for the performance and the security by the subcontractors and its personnel pursuant to this contract.

.18

Equipment and materials furnished by the Client

Equipment and materials made available to the Consultant by the Client, or purchased by the Consultant 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 and materials with the Client's instructions. While in possession of such equipment and materials, the Consultant unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client for an amount equal to their full replacement value

.19

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

Clause No.

22

Clause Heading

Client’s Responsibilities

Sub-Clause No.

.1

The Client shall ensure the accuracy of all information and/or data to be supplied by the Client to the Consultant, except when otherwise expressly stated in the Contract.

.2

The Client shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach an Agreed and Finalized Project Plan (pursuant to GCC Clause 23.3) within the time schedule specified in the Implementation Schedule in the Requirements Section. Failure to provide such resources, information, and decision making may constitute grounds for Termination pursuant to sub-clause .3 of “Termination” GCC Clause.

.3

The Client shall be responsible for acquiring and providing legal and physical possession of the site and access to it, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract.

.4

If requested by the Consultant, the Client shall use its best endeavors to assist the Consultant in obtaining in a timely and expeditious manner all permits, approvals, and/or licenses necessary for the execution of the Contract from all local, state, or central government authorities that such authorities or require the Consultant or Subcontractors or the personnel of the Consultant or Subcontractors, as the case may be, to obtain.

.5

The Client will designate appropriate staff for the training courses to be given by the Consultant and shall make all appropriate logistical arrangements for such training as specified in the Requirements, SCC, the Agreed and Finalized Project Plan, or other parts of the Contract.

.6

Access to Facilities

The Client shall ensure that the Consultant has, free of charge,

unimpeded access to all required facilities as specified in SCC of Client in respect of which access is required for the performance of the Services.

.7

Counter Personnel

If so provided in SCC hereto, the Client shall make available to the Consultant, and free of charge, such counterpart personnel to be selected by the Client, as shall be specified in SCC. Such Counterpart personnel shall work either in close coordination with the Consultant or directly under the Consultant as specified in SCC

.9

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

F. SUBJECT OF CONTRACT

Clause No.	23
Clause Heading	Project Plan
Sub-Clause No.	
.1	In close cooperation with the Client and based on the Preliminary Project Plan included in the Consultant's proposal/bid, the Consultant shall develop a Project Plan encompassing the activities specified in the Contract. The contents of the Project Plan shall be as specified in the SCC and/or Requirements.
.2	The Progress and other reports specified in the SCC shall be prepared by the Consultant and submitted to the Client in the format and frequency specified in the Requirements.
.3	The Consultant shall formally present to the Client the Project Plan in accordance with the procedure specified in the SCC.
.4	The Consultant shall undertake to deliver in accordance with the Agreed and Finalized Project Plan and the Contract.

Clause No. 24
Clause Heading Documents Approval

Sub-Clause No.
.1 **Design and Specifications**

(a)The Consultant shall execute the basic and detailed design 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.

The Consultant shall be responsible for any discrepancies, errors or omissions in the specifications, designs, methodologies, drawings, and other documents that it has prepared, whether such specifications, drawings, and other documents have been approved by the Project Manager or not, provided that such discrepancies, errors, or omissions are not because of inaccurate information furnished in writing to the Consultant by or on behalf of the Client.

(b)The Consultant shall be entitled to disclaim responsibility for any design, data, drawing, specification, or other document, or any modification of such design, drawings, specification, or other documents provided or designated by or on behalf of the Client, by giving a notice of such disclaimer to the Project Manager.

.2 **Standards**

Wherever references are made in the Contract to 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.

.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 Scheme 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-Clauses .3(b) onwards of this clause GCC shall apply to those documents requiring the Project Manager's approval, but not to those furnished to the Project Manager for its review only.

(b)Within fourteen (14) days after receipt by the Project Manager of any document requiring the Project Manager's approval in accordance with Sub-Clause .3(a) of this clause GCC, the Project Manager shall either return one copy of the document to the Consultant with its approval endorsed on the document or shall notify the Consultant in writing of its disapproval of the document and the reasons for disapproval and the modifications that the Project Manager proposes. If the Project Manager fails to take such action within the fourteen (14) days, then the document shall be deemed to have been approved by the Project Manager.

(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 .3(b) of this clause GCC. If the Project Manager approves the document subject to modification(s), the Consultant shall make the required modification(s), and the document shall then be deemed to have been approved, subject to Sub-Clause .3(e) of this clause GCC. The procedure set out in Sub-Clauses .3(a) through (d) of this clause GCC shall be

repeated, as appropriate, until the Project Manager approves such documents.

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

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

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

.4 Inspections: The Client or its representative shall have the right to inspect and/or test any of the ongoing works/activities, as specified in the Requirements, at the any location, provided that the Client shall bear all costs and expenses incurred in connection with such attendance, including but not limited to all inspection agent fees, travel, and related expenses.

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

Clause No.

25

Clause Heading

Personnel

Sub-Clause No.

.1

General: The Consultant shall employ and provide such qualified and experienced personnel and subcontractors as are required to carry out the Services. All work shall be performed under the direct supervision of the Project Manager.

.2

Description of Personnel

- (a) The title, agreed job description, minimum qualifications and estimated period of engagement in the carrying out of the Service of each of the Consultant Key Personnel are described in Annexure 3. If any of the Key personnel has already been approved by the Client his/ her name is listed as well.
- (b) If required to comply with the provisions of sub-Clause .3 “Consultant’s Responsibilities” Clause GCC, adjustments with respect to the estimated periods of engagement of the Key personnel set forth in Annexure 3 may be made by the Consultant by written notice to the Client, provided
- (i) That such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and
 - (ii) That the aggregate of such adjustments shall not cause payments under this contract to exceed the contract price set forth in “Price clause GCC of this Contract. Any other such adjustments shall only be made with the Client’s written approval.
- (c) If additional work is required beyond the scope of the services in Appendix 1, the estimated periods of engagement of Key personnel set forth in Appendix 3 may be increased by agreement in writing between the Client and the Consultant provided that any such increase shall not, except as otherwise agreed in writing, cause payment under this

contract to exceed the contract price set forth in “Price clause GCC of this Contract.

.3

Approval of personnel

The key personnel and subcontractors listed by title as well as by name in Appendix 3 hereby approved by the Client. In respect of other key personnel which the Consultant proposes to use in the carrying out of the services, the Consultant shall submit to the Client for review and approval a copy of their biographical data. If Client does not object in writing (stating the reason for the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data, such key personnel shall be deemed to have been approved by the Client.

.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.

.5

Working Hours, Leave, etc.

- (a) Working hours and Holidays for personnel are set forth in Appendix 4 hereto.
- (b) Except as specified in Appendix 4, the Consultant's administrative cost payments shall be deemed to cover the cost of back stopping. All leave to be allowed to the personnel is included in the administrative cost payable to the Consultant. Any taking of leave by personnel shall be subject to the prior approval by the Consultant who shall ensure that suitable alternative is deployed in his/her place, and the absence for leave purposes will not delay the progress and adequate provision of the services

SPECIAL CONDITIONS OF CONTRACT

A. GENERAL PROVISIONS AND INTERPRETATION

GCC Clause 1

No.

Clause Heading Definitions

Sub Clause No.

.1 (b) (iii) The Client is: Aarogyasri Health Care Client (a fully owned entity of Government of Andhra Pradesh).

.1 (b) (iv) The Project Manager is: *[insert: name and/or the official title of Project Manager]*.

Note: If the Project Manager is not named in time for the preparation of the Bidding Documents, he/she must be named within fourteen days of the Effective Date as specified in Article 3 of the Contract Agreement, see also GCC Clause 3.2.

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

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

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

In accordance with GCC Clause 4.3, the Consultants' addresses for notices under the contract are:

Address of the Consultant's Representative: *[as appropriate, insert: personal delivery, postal, cable, telegraph, telex, facsimile, electronic mail, and/or EDI addresses.]*

Fallback address of the Consultant: *[as appropriate, insert: personal delivery, postal, cable, telegraph, telex, facsimile, electronic mail, and/or EDI addresses.]*

- .1 (e) (i) The Project Site(s) is/are: *[insert: identity of site, street address, and city, or insert: “as specified in the Implementation Schedule in the Requirements Section”]*.
- .1 (e) (vii) The Contract shall continue in force until all the Services have been provided unless the Contract is terminated earlier in accordance with the terms set out in the Contract. *or insert: necessary and appropriate dates.*
- .1. (e) (ix) The Post-Warranty Services Period is *[insert: number of months]* starting with the completion of the Warranty Period.

GCC Clause No.	3
Clause Heading	Representatives
Sub-Clause No.	
.1	There shall be no joint venture.
.2	Project Manager Extensions and /or Limitations:
.3	Consultant’s Representative’s Extensions and/or Limitations:

Clause No.	4
Clause Heading	Notices
Sub-Clause No.	
.3	<u>Client:</u>
	Address of the Project Manager: <i>[as appropriate, insert: personal delivery, postal, cable, telegraph, telex, facsimile, electronic mail, and/or EDI addresses.]</i>

Fallback address of the Client: *[as appropriate, insert: personal*

delivery, postal, cable, telegraph, telex, facsimile, electronic mail, and/or EDI addresses.]

Address of the Consultant's Representative: *[as appropriate, insert: personal delivery, postal, cable, telegraph, telex, facsimile, electronic mail, and/or EDI addresses.]*

Consultant:

Fallback address of the Consultant: *[as appropriate, insert: personal delivery, postal, cable, telegraph, telex, facsimile, electronic mail, and/or EDI addresses.]*

GCC Clause No
Clause Heading
Sub-Clause No.
.2

5
Dispute Settlement

Arbitration:

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

Disputes shall be settled in accordance with the following provisions:

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

thereof for amicable settlement.

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

(ii) Arbitration

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

The arbitrators shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to the settlement of disputes shall be final and binding on the Parties as from the date it is made, and

the Consultant and the Client agree and undertake to carry out such Award without delay.

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

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

(iii) Miscellaneous

In any arbitration proceeding hereunder:

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

GCC Clause No
Clause Heading
Sub-Clause No.
.1

6
Copyright, Confidential Information, and Ownership
Copyright conditions(if any):

.2 *Persons, topics, and conditions for which the confidentiality clause does not apply.*

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 Services.

.8 Survival beyond three (3) years if any: Patient health related data shall remain confidential irrespective of time and other information shall be kept confidential for ten (10) years.

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

B. GUARANTEES, LIABILITIES, INDEMNITIES, INSURANCE AND RISKS

GCC Clause **7**

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

Clause No

2. **Triggering of Liquidated Damages:**

(a) Liquidated damages: 0.5% /week subject to a maximum of 5% and calculated based on the Implementation Schedule.

GCC Clause No. **12**

Clause Heading **Insurances**

Sub-Clause No.

.1(a)

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

.1(c)

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

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

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

C. Term, Termination and Modification of Contract

Clause No. 14

Clause Heading Term

Sub-Clause No.

.1 **Effectiveness conditions:** _____

.2 **Commencement of Services:** The Consultant shall commence services within: [*insert: number*] of days from the Effective Date, unless otherwise agreed by the Parties.

Clause No. 15

Clause Heading Termination

Sub-Clause No.

.1 **Expiration of Contract and extension**

The contract shall terminate at the end of: Twelve (12) months from the Effective Date. The insurance coverage under the scheme shall be in force for a period of one year from the date of commencement of the policy i.e., from 00:00 hours of dd/mm/20xx to dd/mm/20xx.

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

D. PAYMENT

GCC Clause No.	17
Clause Heading	Price
Sub-Clause No.	
.2	Price adjustment formula: None.
GCC Clause No.	18
Clause Heading	Payment Terms
Sub-Clause	
.1	<p>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.</p> <p>Premium Payment: [monthly/ quarterly/ half yearly] premium shall be paid at the beginning of the period.</p> <p>The first such payment shall be made before the expiry of 45 days after commencement of the contract period. The last such payment shall be made after reconciling the refund if any.</p> <p>Administrative cost payment: Payments shall be made monthly as per the unit rates specified in the price schedule (Appendix 6).</p>
.3	There shall not be any interest on delayed payment.
.4(e)	Account details of the Consultant:
.4(f)	Other conditions
	Nil
.5	Process of Suspension: The Client shall issue a notice consequent

upon which the Consultant shall rectify the failure within 30 days.

- .6** Refund: Ninety percent (90%) of the unutilized premium, after making provision for unsettled claims, at the end of three months after the expiry of the “**Run-off**” period shall be refunded to the Client and only ten percent (10%) will be retained by the Consultant.

GCC Clause No. 19
Clause Heading Securities
Sub-Clause No.

.2(a) Advance Payment Security

The Consultant shall provide within fifteen (15) days of the notification of Contract award an Advance Payment Security in the amount of the Advance Payment specified in SCC for GCC Clause 19.1 above.

.2(b) The reduction in value and expiration of the Advance Payment Security.

.3(a) The Performance Security shall be for an amount equal to *five (5)* percent of the Contract Price.

.3(d) Not applicable

E. RESPONSIBILITIES

GCC Clause No.	21
Clause Heading	Consultant's Responsibilities
Sub-Clause No.	
.1	Limitation of Obligations: None
.16	Accounting, Inspecting and Auditing Specific bases: None

Other Consultant responsibilities:

(i) For a period of two years after the expiration of this contract, the Consultant shall not engage, and shall cause their sub contactors as well as their and their personnel not to engage, in the performance (directly or indirectly) of the services on which they advised the Client under this contract, nor in the role of an adviser (directly or indirectly) of potential of such services. The Consultant also agrees that their affiliates shall be disqualified for the same period of time from engaging in the said activities

(ii) **Regular review meetings:** The Parties hereto hereby agree that there shall be regular review meetings held between the representatives of the Client and that of the Consultant at the District level and at the State level to discuss the performance/administration of the Insurance Scheme. The agenda and issues to be discussed would be mutually decided between the parties. The minutes of the meeting at the district level and at State level shall be drawn and a copy shall be forwarded to Client. The Consultant shall also put in place a mechanism of their own to monitor the scheme on a real time basis. Detailed reports on the progress of the Scheme and issues if any emerging out of such meetings shall be reported to the Client. The composition of the monitoring committees shall be decided at the time of signing of the Agreement.

- (iii) **Trainings:** The Consultant shall arrange workshops for the capacity building of the staff engaged by the Consultant for this purpose, to the officials of Client and other Government Officials and other stake holders in this health insurance scheme.

- (iv) **Management Information Systems (MIS) Service:** The Consultant shall provide management information system reports regarding the enrolment, admission, pre-authorization, claims settlement and such other information regarding the Services as required by the Client. The reports shall be submitted by the Consultant to the Client on a regular basis as and when required.

- (v) **Client Web Portal:** The Consultant shall set up a dedicated Call Centre on the existing Toll Free Help Line in local language and English under the Client Web Portal for purposes of handling queries related to benefits and operations of the scheme, including information on Providers, claim status information, individual account balances, and any other information required by the Client related to the scheme.

- (vi) **Additional Benefits provided By the Consultant:** The Consultant shall provide the following additional benefits /services, free of cost (without any increase in the Annual Insurance Premium amount payable to the Consultant by the Client) to the beneficiaries under the scheme. **(Refer Annexure –)**

GCC Clause No.	22
Clause Heading	Client's Responsibilities
Sub-Clause No.	
.6	Details of Access to Facilities:
.7	Details of Counter Personnel and their command:
.9	Other Client responsibilities:

F. SUBJECT OF CONTRACT

Clause No. 23

Clause Heading Project Plan

Sub-Clause No.

.1 Project Plan shall be Annexure-2.

.2 The Consultant shall submit to the Client the following reports:

[state “none,” or specify, for example:

(a) Monthly (Quarterly) progress reports, summarizing:

(i) results accomplished during the prior period;

(ii) cumulative deviations to date from schedule of progress milestones as specified in the Agreed and Finalized Project Plan;

(iii) corrective actions to be taken to return to planned schedule of progress; proposed revisions to planned schedule;

(iv) other issues and outstanding problems; proposed actions to be taken;

(v) resources that the Consultant expects to be provided by the Client and/or actions to be taken by the Client in the next reporting period;

(vi) Other issues or potential problems the Consultant foresees that could impact on project progress and/or effectiveness.

(b) Monthly report on adherence to SLAs

Note: Other reports may be needed to monitor Contract performance/progress, for example:

() intermediate analysis reports]*

Clause No.	24
Clause Heading	Documents Approval
Sub-Clause No.	
.2	<p>Standards:</p> <p>The Quality Standards adopted shall be :</p> <p>(i) Medical protocols as prescribed by the Client.</p> <p>(ii) Procedures as prescribed by the Client manuals and guidelines from time to time.</p> <p>(iii) Standard medical practices.</p>
.3	<p>Approval/Review of Technical Documents by the Project Manager</p> <p>The list of documents shall be:</p> <ol style="list-style-type: none"> 1. Project Plan. 2. All the Third Party Agreements to be entered into by the Consultant 3. Monthly details of staff deployment. 4. Change requests for online work flows. 5. Document containing personnel replacements.
.4	<p>Acceptance Certificate Issuance Details:</p> <p>Against every deliverable the Client shall issue an acceptance certificate within 14 days or a notice pointing out the defects in the deliverable. Any rectification pursuant to the notice shall be completed within 7 days.</p>

APPENDIX 1

THE WORK

[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 AND SUBCONTRACTORS

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

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

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

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

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

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

APPENDIX 4

HOURS OF WORK FOR KEY PERSONNEL AND SERVICE LEVEL AGREEMENT

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

APPENDIX 5

Performance Security Form (Bank Guarantee)

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

Date: *[insert: date]*

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

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

At the request of the Consultant, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert: amount(s)¹ 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)¹ 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,² 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)]

¹ The Client shall insert the amount(s) specified and denominated in the SCC for GCC Clauses 19.3.1 and 19.3.4 respectively.

² In this sample form, the formulation of this paragraph reflects the usual SCC provisions for GCC Clause 19.3. However, if the SCC for GCC Clauses 19.3.1 and 19.3.4 varies from the usual provisions, the paragraph, and possibly the previous paragraph, needs to be adjusted to precisely reflect the provisions specified in the SCC.

Advance Payment Security Form (Bank Guarantee)

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

Date: *[insert: date]*

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

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

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

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

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

³ *This sample formulation assumes an Advance Payment of 10% of the Contract Price excluding Recurrent Costs, and implementation of the main option proposed by this SBD in the SCC for GCC Clause 19.2.2 for gradually reducing the value of the Advance Payment Security. If the Advance Payment is other than 10%, or if the reduction in amount of the security follows a different approach, this paragraph would need to be adjusted and edited accordingly.*

APPENDIX-6
PRICE SCHEDULES