
Draft Contract in accordance to the response to Pre - Bid queries dated 13.01.2021

Consultant's Services

Lump-Sum

DRAFT

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FINAL DRAFT CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Project Name: Appointment of Consultant to prepare the Vision, Implementation strategy and Integrated infrastructure plan for Ayodhya

Contract No. _____

between

[Name of the Client]

and

[Name of the Consultant]

Dated: _____

I. Form of Contract

LUMP-SUM

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

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, **Ayodhya Development Authority, Government of Uttar Pradesh** (hereinafter called the “Client”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

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

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: Key Experts
 - Appendix C: Contract Price
 - Appendix D: Form of Performance Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions

of Contract; Appendix A; Appendix B; Appendix C. Appendix D. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

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

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

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

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

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

[Authorized Representative of the Consultant – name and signature]

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

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

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

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

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions	<p>1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none">(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) “ADA”: means Ayodhya Development Authority.(c) “Client” means the Ayodhya Development Authority represented by Vice Chairman that signs the contract for the Services with the Selected Consultant.(d) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.(e) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).(f) “Day” means a working day unless indicated otherwise.(g) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.(h) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.(i) “Foreign Currency” means any currency other than the currency of the Client’s country.(j) “GCC” means these General Conditions of Contract.(k) “GoUP” mean Government of Uttar Pradesh(l) “Government” means the Government of India.
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	<p>(m) “INR or Rs” means Indian Rupees</p> <p>(n) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.</p> <p>(o) “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.</p> <p>(p) “Local Currency” means the currency of the Client’s country i.e. Indian Rupees.</p> <p>(q) “Non-Key Expert(s)” means an individual professional provided by the Consultant to perform the Services or any part thereof under the Contract.</p> <p>(r) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.</p> <p>(s) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.</p> <p>(t) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.</p> <p>(u) “Third Party” means any person or entity other than the Government, the Client, the Consultant.</p>
<p>2. Relationship between the Parties</p>	<p>2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.</p>
<p>3. Law Governing Contract</p>	<p>3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law of the Land.</p>
<p>4. Language</p>	<p>4.1. This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.</p>

5. Headings	5.1. The headings shall not limit, alter or affect the meaning of this Contract.
6. Communications	<p>6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.</p> <p>6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.</p>
7. Location	7.1. The Services shall be performed at such locations in Ayodhya
8. Authority of Member in Charge	8.1. 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.
9. Authorized Representatives	9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.
10. Corrupt and Fraudulent Practices	10.1. The Client requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Attachment 1 to the GCC.
a. Commissions and Fees	10.2. The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Authority.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

11. Effectiveness of Contract	11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall
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	confirm that the effectiveness conditions, if any, listed in the SCC have been met.
12. Termination of Contract for Failure to Become Effective	12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC , 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.
13. Commencement of Services	13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC .
14. Expiration of Contract	14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC .
15. Entire Agreement	15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
16. Modifications or Variations	16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
17. Force Majeure	
a. Definition	<p>17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.</p> <p>17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.</p>

	<p>17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p>
<p>b. No Breach of Contract</p>	<p>17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.</p>
<p>c. Measures to be Taken</p>	<p>17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>17.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:</p> <ul style="list-style-type: none"> (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. <p>17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.</p>

18. Suspension	18.1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.
19. Termination	19.1. This Contract may be terminated by either Party as per provisions set up below:
a. By the Client	<p>19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):</p> <ul style="list-style-type: none"> (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18; (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1; (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days; (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract; (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13. <p>19.1.2. Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive</p>

	<p>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.</p>
<p>b. By the Consultant</p>	<p>19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.</p> <p>(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within ninety (90) calendar days after receiving written notice from the Consultant.</p> <p>(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.</p> <p>(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.</p> <p>(d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.</p>
<p>c. Cessation of Rights and Obligations</p>	<p>19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.</p>
<p>d. Cessation of Services</p>	<p>19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall</p>

	<p>proceed as provided, respectively, by Clauses GCC 27 or GCC 28.</p>
<p>e. Payment upon Termination</p>	<p>19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:</p> <p>(a) payment for Services satisfactorily performed prior to the effective date of termination; and</p> <p>(b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.</p>

C. OBLIGATIONS OF THE CONSULTANT

<p>20. General</p>	
<p>a. Standard of Performance</p>	<p>20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client’s legitimate interests in any dealings with the third parties.</p> <p>20.2. The Consultant shall employ and provide such qualified and experienced Experts as are required to carry out the Services.</p> <p>20.3. The Consultant shall not subcontract any part of the services.</p>
<p>b. Law Applicable to Services</p>	<p>20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts, comply with the Applicable Law.</p> <p>20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client’s country when</p> <p>(a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country;</p> <p>20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.</p>

21. Conflict of Interests	21.1. The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
a. Consultant Not to Benefit from Commissions, Discounts, etc.	<p>21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that the Experts and agents of either of them, similarly shall not receive any such additional payment.</p> <p>21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.</p>
b. Consultant and Affiliates Not to Engage in Certain Activities	21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.
c. Prohibition of Conflicting Activities	21.1.4 The Consultant shall not engage, and shall cause its Experts not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
d. Strict Duty to Disclose Conflicting Activities	21.1.5 The Consultant has an obligation and shall ensure that its Experts shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
22. Confidentiality	22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public

	the recommendations formulated in the course of, or as a result of, the Services.
23. Liability of the Consultant	23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be provided by the Applicable Law.
24. Insurance to be Taken out by the Consultant	24.1 The Consultant (i) shall take out and maintain, at its own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13
25. Accounting, Inspection and Auditing	<p>25.1 The Consultant shall keep accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.</p> <p>25.2. The Consultant shall permit, the Client and/or persons appointed by the Client to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Client if requested by the Client.</p> <p>The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Client's inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Client's prevailing sanctions procedures.)</p>
26. Reporting Obligations	26.1 The Consultant shall submit to the Client the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix.
27. Proprietary Rights of the Client in Reports and Records	27.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the

	<p>same for purposes unrelated to this Contract without prior written approval of the Client.</p> <p>27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client’s prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.</p>
<p>28. Equipment, Vehicles and Materials</p>	<p>28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client’s instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.</p> <p>28.2 Any equipment or materials brought by the Consultant or its Experts into the Client’s country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.</p>

D. CONSULTANT’S EXPERTS

<p>29. Description of Key Experts</p>	<p>29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant’s Key Experts are described in Appendix B.</p>
<p>30. Replacement of Key Experts</p>	<p>30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.</p> <p>30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant’s written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.</p>

31. Removal of Experts	<p>31.1 If the Client finds that any of the Experts has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.</p> <p>31.2 In the event that any of Key Experts, Non-Key Experts is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.</p> <p>31.3 Any replacement of the removed Experts shall possess better qualifications and experience and shall be acceptable to the Client.</p> <p>31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.</p>
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E. OBLIGATIONS OF THE CLIENT

32. Assistance and Exemptions	<p>32.1 Unless otherwise specified in the SCC, the Client shall use its best efforts to:</p> <ul style="list-style-type: none"> (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services. (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract. (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents. (c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services. (d) Assist the Consultant and the Experts employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a
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	<p>corporate entity in the Client's country according to the applicable law in the Client's country.</p> <p>(e) Assist the Consultant and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.</p> <p>(f) Provide to the Consultant any such other assistance as may be specified in the SCC.</p>
<p>33. Access to Project Site</p>	<p>33.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or the Experts of either of them.</p>
<p>34. Change in the Applicable Law Related to Taxes and Duties</p>	<p>34.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 38.1</p>
<p>35. Services, Facilities and Property of the Client</p>	<p>35.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A.</p>
<p>36. Counterpart Personnel</p>	<p>36.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix A.</p> <p>36.2 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such</p>

	member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
37. Payment Obligation	37.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in Appendix A and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT

38. Contract Price	<p>38.1 The Contract price is fixed and is set forth in the SCC. The Contract price is provided in Appendix C.</p> <p>38.2 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in Appendix A.</p>
39. Taxes and Duties	<p>39.1 The Consultant and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.</p> <p>39.2 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.</p>
40. Currency of Payment	40.1 Any payment under this Contract shall be made in the currency(ies) of the Contract.
41. Mode of Billing and Payment	<p>41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.</p> <p>41.2 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.</p> <p>41.2.1 <u>DELETED</u>.</p> <p>41.2.2 <u>The Lump-Sum Installment Payments.</u> The Client shall pay the Consultant within twenty one (21) 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. The Consultant shall</p>

	<p>thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.</p> <p>41.2.3 <i>The Final Payment</i> .The final payment under this Clause shall be made only after the final reports 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.</p> <p>All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.</p> <p>41.2.4 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.</p>
42. Interest on Delayed Payments	42.1 DELETED.

G. FAIRNESS AND GOOD FAITH

43. Good Faith	43.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
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H. SETTLEMENT OF DISPUTES

44. Amicable Settlement	<p>44.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.</p> <p>44.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 45.1 shall apply.</p>
45. Dispute Resolution	45.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC .

II. General Conditions

Attachment 1: Corrupt and Fraudulent Practices

1.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Client shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Client shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.

Without prejudice to the rights of the Client under Clause 6.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be

For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the

Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Client in relation to any matter concerning the Project;

(b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

(c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;

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

(e) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

(f) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process

III. Special Conditions of Contract

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	The Contract shall be construed in accordance with the law of the land
4.1	The language is : English.
6.1 and 6.2	<p>The addresses are:</p> <p>Client: Ayodhya Development Authority <i>[Write complete Address]</i></p> <p>Attention : The Vice Chairman _____</p> <p>E-mail : vacfda@gmail.com _____</p> <p>Consultant : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted) : _____</p>
8.1	<p><i>[Note: If the Consultant consists only of one entity, state "N/A";</i></p> <p>OR</p> <p><i>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i></p> <p>The Lead Member on behalf of the JV is _____</p> <p>_____ <i>[insert name of the lead member]</i></p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: <i>[name, title]</i> _____</p> <p>For the Consultant: <i>[name, title]</i> _____</p>
11.1	The effectiveness conditions are the following: Date <i>[insert date]</i> as per the approval of the <i>[Insert name of the Authority]</i>
12.1	Termination of Contract for Failure to Become Effective:

	The time period shall be One Month
13.1	<p>Commencement of Services:</p> <p>The number of days shall be 7 Days.</p> <p>Confirmation of Core Team with Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
14.1	<p>Expiration of Contract:</p> <p>The time period shall be Six months, which may be extended on mutual consent till the consultant fulfill all its obligations as per the scope of work.</p>
21 b.	<p>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</p> <p>Yes</p>
23.1	<p>The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:</p> <p>Limitation of the Consultant's Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or wilful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p>(i) affect the Consultant's liability, if any, for damage to Third Parties</p> <p>caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is</p>

	prohibited by the Applicable Law in Client's Country.
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p>(a) Professional liability insurance, with a minimum coverage of equivalent of the contract amount;</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant with a minimum coverage as per Motor Vehicle Act 1988.;</p> <p>(c) Third Party liability insurance, with a minimum coverage of one million.;</p> <p>(d) employer's liability and workers' compensation insurance in respect of the experts in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
27.2	The Consultant shall not use these <i>documents, database and software</i> for purposes unrelated to this Contract without the prior written approval of the Client.
38.1	The Contract price is: _____ [insert amount and currency for each currency as applicable] [inclusive of statutory taxes, duties, and levies during the contractual period except GST which will be paid extra by Client.
41.2	<p>The payment schedule:</p> <p>Out of the total lumpsum fee quoted by Bidder in its financial bid,</p> <ul style="list-style-type: none"> • 50% of the lumpsum fee shall be paid for DPR preparation of the identified 10 projects and • 50% of the lumpsum fee shall be paid for other remaining deliverables

<p>The total duration of the project is 25 (Twenty-Five) Weeks and the appointed consultant will have to meet the timelines of deliverables as given below. The delivery and payment schedule against the said deliverables is as follows:</p>			
S.N.	Activity wise deliverables	Timeframe in Weeks*	Percentage of Payment of the Lumpsum Fee
Activity 1			
1	Inception Report: including but not limited to details of Approach & Methodology, strategy for data collection and analysis, team deployment plan and work plan to achieve deliverables within envisaged timelines	D+1	10%
2	•Survey Analysis and Benchmarking and case study report	D+2	
3	Existing Situation Analysis: •Sector wise Infrastructure assessment report •Carrying capacity assessment report •Mapping of tourism spots •Tourism infrastructure gap assessment Demand Assessment report	D+8	
Activity 2			
4	Vision Planning	D+9	10%
5	Draft Pre-Feasibility Report for bouquet of projects under: (i) Civic infrastructure, (ii) Transport infrastructure, (iii) Tourism Sector and (iv) Disaster management & security Draft Integrated Infrastructure Development Strategy and Action Plan	D+9	

	6	Final report for (i) identified Bouquet of projects (ii) Integrated Infrastructure Development Strategy and Action Plan and Draft Spatial Plan	D+10	
	7	Report on layout planning for Identified Green Field Township: <ul style="list-style-type: none"> •Demand and market assessment •Layout and infrastructure planning •Broad E&S assessment, Financial feasibility studies Final Spatial Plan	D+10	10%
	8	Detailed layout planning for Identified Green Field Township and DPR: <ul style="list-style-type: none"> •Cost estimate and implementation strategy •D.P.R. and Tender documents 	D+14	
		Activity 3		
	9	Draft Integrated Infrastructure Development Plan (IIDP)		
	9A	•Condition assessment and Feasibility Report •Report on Preliminary design, broad cost estimation of various infrastructure components	D+10	
	9B	•Report on Project development & implementation road map, project prioritization, project phasing and risk mitigation plan	D+12	10%
	9C	• Report on project implementation strategy short term, medium term and long-term along with project structuring options	D+14	
	10	Draft Report on Business Plan & City's Financial Mobilisation Plan with Institutional Mechanism	D+18	10%

11	<u>Draft Report on Spatio Economic Development Strategy</u>	D+18	
12	<u>Final Report on Spatio Economic Development Strategy</u> Final Report on Business Plan & City’s Financial Mobilisation Plan with Institutional Mechanism	D+20	

*Note: D is the effective date of contract

Delivery schedule for DPR Preparation and Payment Milestones

The typical milestones, delivery and payment milestones for DPR preparation of the identified project is as below;

S. No	Milestone	Time in Weeks*	Percentage of Lumpsum Fee
A	Two (2) DPRs for Projects Identified by the Client (immediate)		
1	Submission and approval of inception report by the Client	D+2	2% of lump sum fee
2	Preparation and submission of situation analysis Report and its acceptance & approval	D+5	
3	Preparation and submission of DPR covering all the technical & engineering aspects of the project, Feasibility and Project structuring report and its acceptance and approval	D+12	6% of lump sum fee
4	Preparation and submission of Bid documents and its acceptance and approval	D+14	2% of lump sum fee
B	Eight (8) DPRs from the Bouquet of Projects#		
1B	Submission and approval of inception report	D+11	8% of lump sum fee
2B	Preparation and submission of situation analysis Report and its acceptance & approval	D+15	

	<table border="1"> <tr> <td data-bbox="511 191 592 422">3B</td> <td data-bbox="592 191 1089 422">Preparation and submission of DPR covering all the technical & engineering aspects of the project, Feasibility and Project structuring report and its acceptance and approval</td> <td data-bbox="1089 191 1230 422">D+23</td> <td data-bbox="1230 191 1417 422">24% of lump sum fee</td> </tr> <tr> <td data-bbox="511 422 592 537">4B</td> <td data-bbox="592 422 1089 537">Preparation and submission of Bid documents and its acceptance and approval</td> <td data-bbox="1089 422 1230 537">D+25</td> <td data-bbox="1230 422 1417 537">8% of lump sum fee</td> </tr> </table>	3B	Preparation and submission of DPR covering all the technical & engineering aspects of the project, Feasibility and Project structuring report and its acceptance and approval	D+23	24% of lump sum fee	4B	Preparation and submission of Bid documents and its acceptance and approval	D+25	8% of lump sum fee	<p># Eight DPRs submission must be equally staggered over the said period</p> <p>*Note: D is the effective date of contract. Out of the total Contract price, the payment to be made to the consultant for DPR preparation for 10 identified projects is limited to 50% of the Contract Price. The consultant shall be made payment for achievement of milestone under individual project. The basis of the fee to be paid to consultant for each individual project considered for DPR preparation is as follows;</p> <p>Note: The Consulting firm will submit the invoice in the name of [Insert the name of the Client and address]. The payment to the Consultant shall be made on the approval of the deliverable.</p>
3B	Preparation and submission of DPR covering all the technical & engineering aspects of the project, Feasibility and Project structuring report and its acceptance and approval	D+23	24% of lump sum fee							
4B	Preparation and submission of Bid documents and its acceptance and approval	D+25	8% of lump sum fee							
<p>41.2.4</p>	<p>The accounts are:</p> <p>for local currency: <i>[insert account]</i>.</p>									
<p>45.1</p>	<p><i>[In contracts with foreign consultants, the Bank requires that the international commercial arbitration in a neutral venue is used.]</i></p> <p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p><u>Arbitration: In the event that Parties fail to settle the dispute amicably, the same shall be settled by binding Arbitration conducted by a sole arbitrator appointed jointly by both Parties and governed by the Arbitration and Conciliation Act, 1996. The Arbitration proceedings shall be governed by the (Indian) Arbitration and Conciliation Act, 1996 and shall be held in Ayodhya, India. The language of arbitration shall be English. The Contract and the rights and obligations of the Parties shall remain in full force and effect, pending the award in any arbitration proceedings hereunder.</u></p> <p><u>Jurisdiction: Any dispute relating to this Contract or the Services shall be subject to the exclusive jurisdiction of the Ayodhya, to which both the parties agree to submit for these purposes. Any dispute arising in relation to this Contract shall be subjected to Jurisdiction of Ayodhya, Uttar Pradesh. The</u></p>									

	<p style="text-align: center;"><u>District Court shall have exclusive jurisdiction to settle dispute arising under this agreement</u></p>
<p>INSERT CLAUSE 46</p>	<p>Performance Security</p> <p>(a) The Successful Consultant, for due and faithful performance of its obligations under the Contract Agreement, shall be required to provide a performance Security @ 5% of the accepted Contract amount within 28 (twenty eight) days to the Client through Bank Guarantee acceptable to the Client, of receipt of the Letter of Award from the Client.</p> <p>(b) The Performance Security shall be issued by Scheduled commercial Bank and from within the jurisdiction of the Country. The Performance Security shall be valid until a date 60 days beyond the date of completion of all contractual obligations of the Consultant.</p> <p>(c) The Client shall not make a claim under the Performance Security, except for amounts to which the Client is entitled under the Contract in the event of</p> <ul style="list-style-type: none"> I. failure by the Consultant to extend the validity of the Performance Security on extension of time of the contract, in which event the Client may claim the full amount of the Performance Security, II. failure by the Consultant to pay the Client an amount due, as either agreed III. Claims, Disputes and Arbitration, within 42 days after this agreement or determination, IV. Circumstances which entitle the Employer to termination under Sub-Clause 19(a) [Termination by the Client], irrespective of whether notice of.
<p>INSERT CLAUSE 47</p>	<p>Penalty Clause</p> <p>Failing to deliver on time and in required size and spread and to achieve the agreed milestones as mentioned in the proposal, will attract penalty as follows: -</p> <p>I- Penalty of 0.2% of the contract value per day will be imposed if the reports are not submitted within the stipulated time frame. "Day" means default from the first day of expiry of stipulated timeline.</p>

	<p>II- After assigning of work, if the agreed milestones are not achieved, penalty will be imposed as under:</p> <p>a) First default – warning with a stipulated new timeframe as approved by the Ayodhya Development Authority.</p> <p>b) Second default- penalty of 0.2% of the contract value per day. "Day" means default from the first day of expiry of stipulated timeline.</p> <p>c) Third default- Termination of contract and permanent blacklisting of the agency from the State government. Also recovering the entire amount paid till that time to the agency, with applicable nationalised bank interest rate.</p> <p>Failure to actually deploy human resources as mentioned in RFP would result in penalty @ of 0.2 percent of the contract value per day.</p>
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IV. Appendices

APPENDIX A – TERMS OF REFERENCE

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

Insert the text based on the Terms of Reference of the Instructions to Bidders in the RFP and modified based on the Consultant's Proposal. Highlight the changes to Terms of Reference of the RFP]

.....

APPENDIX B - KEY EXPERTS

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

.....

APPENDIX C – CONTRACT PRICE

[Insert the table of the lump-sum price quoted by the Consultant as part of its financial proposal.]

Appendix D - Format of Proforma of Bank Guarantee towards Performance Security

From:

Name and Address of the Bank.....

.....

To:

[Insert Name and Address of the Client]

WHEREAS, Ayodhya Development Authority., hereinafter called the Employer, has accepted the bid of [Insert Name and address of the Consultant], hereinafter called the Consultant, for the work of [Insert Name of Work], vide Notification of Award No. [Insert Notification of Award No.].

AND

WHEREAS, [Insert Name of the Bank], with its Branch [Address] having its Headquarters office at [Address], hereinafter called the Bank, acting through [Designation(s) of the authorised person of the Bank], have, at the request of the [Insert name of the Consultant], agreed to give guarantee for performance security as hereinafter contained

1. KNOW ALL MEN by these present that I/We the undersigned [Insert name(s) of authorized representatives of the Bank], being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay the Employer the full amount in the sum of [Insert Value of Performance Security required] as above stated
2. The Bank undertakes to immediately pay on presentation of demand by the Employer any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Employer on the Bank shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Employer of Bank
3. On payment of any amount less than aforementioned full amount, as per demand of the Employer, the guarantee shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Employer
4. The Bank shall pay the amount as demanded immediately on presentation of the demand by Employer without any reference to the Consultant and without the Employer being required to show grounds or give reasons for its demand or the amount demanded
5. This Bank Guarantee is unconditional and irrevocable.
6. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Consultant
7. The Bank agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Employer and the Consultant, will in any way release us from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank

8. This guarantee is valid and effective from the date of its issue, which is [insert date of issue]. The guarantee and our obligations under it will expire on [Date to be filled as mentioned in SCC]. All demands for payment under the guarantee must be received by us on or before that date.
9. The Bank agrees that the Employers right to demand payment of aforementioned full amount in one instance or demand payments in parts totaling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the Employer or the guarantee is released by Employer before the Expiry date.
10. The Bank agrees that its obligation to pay any amount demanded by the Employer before the expiry of this guarantee will continue until the amount demanded has been paid in full.
11. The expressions Bank and Employer herein before used shall include their respective successors and assigns.
12. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the employer. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.
13. The Guarantee shall be in addition to and without prejudice to any other security Guarantee (s) of the Consultant in favour of the Employer available with the Employer. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the Employer

Date

Place.....

[Signature of Authorised person of Bank]

.....
[Name in Block letters]

.....
[Designation]

.....
[P/Attorney] No.

.....
Bank's Seal

[P/Attorney] No.....

Witness:

1. Signature
Name & Address & Seal

2. Signature
Name & address & Seal

The Bank Guarantee should be duly attested by Notary public with notarial stamp of appropriate value affixed thereon