



**UTTARAKHAND TOURISM DEVELOPMENT BOARD (UTDB),
PT. DEEN DAYAL UPADHYAY, PARYATAN BHAWAN,
NEAR O.N.G.C. HELIPAD, NIMBUWALA,
GARHI CANTT, DEHRADUN – 248 003
Ph. 91-135-2559898, Fax. 91-35-2559988**

No. 2-6-1386/2019-20

Dated 30th December 2019

**INVITES EXPRESSION OF INTEREST (EOI) FOR EMPANELMENT OF TECHNICAL
CONSULTANTS TO PREPARE FEASIBILITY REPORTS, DPR AND FOR PROJECT
MONITORING**

The Consulting firms will be shortlisted in accordance with the procedures of Uttarakhand Procurement Rules, 2017.

Any Addendum / Corrigendum including any date extension and clarifications will be uploaded on www.uktenders.gov.in and will not be published in newspapers. Hence, interested Consulting firms should regularly visit this website to keep them abreast with the latest developments.

Expression of Interest (EOI) must be submitted online through www.uktenders.gov.in only. Submission in any other mode shall not be entertained and shall be rejected.

Prospective Consulting firms may seek clarification till 2:00 PM on 3rd January 2020 through E-mail: utdbplanning@gmail.com with CC to procurement.utdb@gmail.com.

The Expression of Interest (EOI) should be submitted **not later than 2:00 PM on 15th January 2020**, which will be opened the same day at 2:30 PM.

Chief Executive Officer

TERMS OF REFERENCE

1. Background:

- (i) Uttarakhand Tourism Development Board Act, 2001 was enacted “to promote Tourism activities in the State of Uttarakhand in a regulated manner”. The Act mandated setting up of a body called Uttarakhand Tourism Development Board, a corporate entity with perpetual succession and common seal with powers subject to the said Act.
- (ii) With renaming of the State in 2006, the Board was renamed as Uttarakhand Tourism Development Board. Thus, it is the highest body to advise Government on all matters relating to tourism in the State. The statutory board is chaired by the Tourism Minister, Govt. of Uttarakhand and Chief Secretary of Uttarakhand is its vice chairman. The Principal Secretary Tourism acts as Chief Executive Officer. It also has five non-official members from the private sector and experts in tourism related matters.
- (iii) The Board also functions as a regulatory and licensing Authority.
- (iv) Mission & Vision.
 - To place Uttarakhand on the tourism map of the world as one of the leading tourist destinations.

- To develop the manifold tourism related resources of the State in an environmentally and socially responsible manner, with the active participation of the private sector and the local host communities.
- To develop tourism as a major source of employment and income / revenue generation and as a pivot of the economic and social development in the State.

2. Objective:

UTDB has many projects on hand and also will be undertaking in future. To prepare project reports and monitor them, a professional team is required so that projects could be effectively monitored for timely implementation.

3. Scope of Services:

To achieve the above objective, the selected Consultant will be required to offer any of the following Services:

Stage 1: Plan and concept reports / pre-feasibility reports (Preparatory Phase)

- (i) Prepare concept reports & pre-feasibility reports of identified Tourism Projects. Available plan / studies may be made available to the consultants for developing concept but Consultant shall not limit the concept on available road maps / studies available. The reports should be as required, which will be specified in the RFP;
- (ii) Prepare project profiles; and
- (iii) Assist UTDB in presenting the concept Reports and / or pre-feasibility reports for submission to the State / Central Government and funding agencies & seeking their sanction / approval.

Stage 2: Detailed Project Reports

Preparation of Detailed Project Report *inter alia* comprising:

- (i) Carry out necessary investigations & surveys, leveling, consultations, wherever required for preparation of DPRs by engaging specialized agencies at Consultant's cost;
- (ii) Detailed Architectural drawings considering the local bye-laws and other regulations;
- (iii) Detailed Structural Drawings;
- (iv) Detailed services plan (Electrical, public health, HVAC, rain harvesting and others as per requirement and compliance with national and local standards);
- (v) Detailed landscape plan / drawing;
- (vi) Detailed estimates and bill of quantities as per prevailing schedule of rates and quotations for non-scheduled items;
- (vii) Assist the department in getting Technical and Administrative sanction / approval from State and Central governments;
- (viii) Assist the department in getting clearances from concerned departments / authorities such as National Green Tribunal (NGT), MoEF, National Highway Authority of India, Fire Department, Civil Aviation Authority, etc., as applicable; and
- (ix) Assist UTDB in appointing contractors for implementing projects under EPC, if need be, preparation of RFP and in evaluation of proposals / bids.

Stage 3: Project Monitoring

- (i) A system of project monitoring for each work plan shall be prepared before start of the work and same shall be shared with all stakeholders;
- (ii) The work shall be monitored on quarterly and monthly basis ; and a status report should be submitted to all designated authorities and stakeholders ;
- (iii) Appropriate progress reports shall be designed for contractors / sub-contractors/ consultants / sub-consultants, which should be submitted as per frequency required for the specific project /authority / stakeholder;
- (iv) The Progress report shall broadly contain *inter alia*:
 - (a) Project information, giving the broad features of the contract,
 - (b) Introduction, giving a brief scope of the work under the contract and the broad structural design or other details;
 - (c) Construction schedule of the various components of the work through PERT chart for the next three quarters or as may be specified, showing the milestones, targeted tasks and up-to-date progress;
 - (d) Progress chart of the various components of the work that are planned and achieved, for the month as well as cumulative up to the month, with reasons for deviations, if any, in a tabular format;
 - (e) Plant and machinery statement, indicating those deployed in the work, and their working status;
 - (f) Man-power statement, indicating individually the names of all the staff deployed in the work along with their designations;
 - (g) Financial statement, indicating the broad details of all the running account payments received up-to-date, such as gross value of work done, advances taken, recoveries effected, amounts withheld, net payments, details of payments received, etc.,;
 - (h) A statement showing the extra and substituted items submitted by the contractor, and the payments received against them, broad details of the Bank Guarantees, indicating clearly their validity periods;
 - (i) A statement with broad details of the insurance policies taken by the contractor, if any, the advances received and adjusted from the department, etc.,;
 - (j) Progress photographs in colour of the various items / components of the work done up-to-date to indicate visually the actual progress of the work;
 - (k) Quality assurance and quality control tests conducted during the month with the results thereof;
 - (l) Any hold-up shall be specified; and
 - (m) Dispute, if any, shall also be highlighted.

The above scope may be modified in the RFP. Consultants may also comment / suggest Key Experts in their EoI for our consideration.

4. Submission of EMD, Power of Attorney and Affidavit:

The Consulting firms are required to submit an EMD of Rs. 2 Lakhs in the form of a DD/ Pay order drawn in favour of “CEO, Uttarakhand Tourism Development Board” payable at Dehradun. The interest free EMD of unsuccessful Consulting firms would be returned after process of empanelment is completed.

As per formats given in this document scanned copies of **EMD, Power of Attorney and Affidavit** shall be uploaded on e-portal and originals should be submitted / delivered to Planning Section, Uttarakhand Tourism Development Board (UTDB) Pt. Deen Dayal Upadhyay, Paryatan Bhawan, Near O.N.G.C. Helipad, Nimbuwala, Garhi Cantt, Dehradun, **before EOI opening. Failure to submit any of these three documents shall result in summary rejection of EoI.** UTDB shall not be responsible for any delay in submitting / receiving them.

5. Criteria for Empanelment:

- (i) The Consulting firms and Lead Partner / Member in case of JV / Consortium should be a legal entity registered under appropriate law in India.
- (ii) In case of JV / Consortium other Partners / Members should be a legal entity registered under appropriate law in the respective Country.
- (iii) In case of JV, the members shall not exceed three including Lead member.
- (iv) The Consulting firms including all Partners / Members must have been in existence for minimum of five years as on the last date for submission of EOI.
- (v) The Applicants (Cumulatively) should have executed or received payment in case of on-going assignments, at least three assignments with professional fee for each assignment of preparation of DPR and / or Project monitoring in any sector for not less than Rs. 1 crore within three years prior to the last date of EOI submission.
- (vi) The Applicants (Cumulatively) should have achieved an Average annual turnover not less than Rs. 50 crores during the Financial Years 2016-17, 2017-18 & 2018-19
- (vii) All EoIs shall be scored as per following Score Sheet:

Sl. No.	Evaluation criteria	Maximum Marks
1	Financial turnover - Average annual turnover during any three Financial Years of 2016-17, 2017-18 & 2018-19 – Rs. 50 crores: 5 marks, every additional Rs. 10 crores: 1 mark	10
2	Per Project / Assignment in any sector with professional fee for each assignment not less than Rs. 1 crore five years prior to the last date for submission of EOI – 5 marks	30
3	Per Project / Assignment in Tourism sector with professional fee for each assignment not less than Rs. 1 crore prior five years to the last date for submission of EOI – 3 marks	15
4	Key personnel (minimum qualification and experience as given below): (i) Tourism Expert – 10 marks (qualification – 4 & work experience – 6) (ii) Architect - 10 marks (qualification – 4 and experience – 6) (iii) Civil Engineer - 10 marks (qualification – 4 and experience – 6) (iv) Financial Analyst - 10 marks (qualification – 4 and experience – 6) (v) MIS Expert - 5 marks (qualification – 2 and experience – 3)	45
5	Total	100

- (viii) List of applicants based on total scores shall be prepared from the highest score to the lowest. Applicants with top six (6) scores only shall be empanelled.

Key Personnel Qualifications, Experience and Responsibility:

Sl. No.	Key Expert	Minimum educational qualifications	Minimum work experience
1	Tourism Expert – Team Leader	Graduate in any discipline and <i>Post Graduate qualification of minimum 1 year duration in Management / Tourism / Marketing / Hospitality / PPP / Urban or Town Planning from a recognised University / Institution and / or membership of National / International Professional Association in Management / Tourism / Marketing / Hospitality / PPP / Urban or Town Planning</i>	(i) Not less than 10 years (ii) Two assignments as Team Leader or Key Expert in project monitoring in Tourism sector
2	Architect	Graduate in Architecture from a recognised University / Institution	(i) Not less than 5 years (ii) Two assignments as Team Leader or Key Expert for Town planning or Architectural designing
3	Civil Engineer	Graduate in Civil engineering from a recognised University / Institution	(iii) Not less than 5 years (iv) Two assignments as Team Leader or Key Expert for Civil / Structural engineering assignments
4	Financial Analyst	Graduate in any discipline and Post Graduate qualification (minimum 1 year duration) or Professional qualification in Financial Management / Financial Analysis from a recognised University or Institution	(i) Not less than 5 years (ii) Two assignments as Team Leader or Key Expert for financial analysis / projections
5	MIS Expert	Graduate in any discipline and Post Graduate qualification (minimum 1 year duration) in computer related discipline from a recognised University / Institution	(i) Not less than 5 years (ii) Two assignments as Team Leader or Key Expert for MIS reporting as part of project monitoring

Any addition / deletion of Key experts will be specified in the RFP for the respective individual assignment.

{Note:

- (i) All the Key Experts to meet minimum qualifications with regard to Education and Work experience given in the above Table. In case any Expert does not meet these minimum qualifications, the Consulting firms will replace suitable expert at the time of empanelment.
- (ii) Further, the Client reserves the right to seek the replacement of any Key Expert, if found unsuitable to discharge the mandated responsibility indicated above, even though she / he might possess required minimum qualification with regard to education and experience.
- (iii) Consultancy Evaluation Committee at its discretion may interview (including video conference) any or all Key Expert/s.

In case of ongoing project / assignment, tasks listed in the EOI should have been completed and accepted for the value not less than the threshold limit specified. This should be supported by certificate from Client or applicant's statutory auditor.

In case of Key Experts, for experience certificates self-declared undertaking will also be considered. However, the Client reserves the right to verify including with the client/s of respective project / assignment.

Tourism related projects are tourist destinations, circuits including mega-circuits, ropeways, hotels, guest house, spa, adventures sports activities, museums, amusement (including water) parks, water / river / lake front development, tent colonies, yoga centers, and sky walk.}

6. Performance Security and signing of Contract:

The Consulting firms before empanelling shall sign a Contract as per format annexed (Annexure – E) and submit Performance Security by way of DD or Pay order or Bank guarantee for an amount not less than of Rs. 10 lakhs valid during empanelment period. In case they do not sign the Contract, their EMD will be forfeited.

7. Selection Process for individual assignment:

The empanelled Consulting firms will be requested to submit Financial Proposals for the assignment. Thereafter, Supplementary Contract will be signed to the Consulting firm submitting the lowest financial proposal.

8. Period of Contract:

For five years from signing of the Contract, subject to satisfactory performance to be reviewed periodically, and at least once a year. The Contract may be extended on same terms and conditions for further periods but not exceeding in aggregate one year. In case, any project is being monitored, that specific contract shall be extended till completion of the project on same terms and conditions.

9. Data services and facilities to be provided by UTDB:

- (i) All available data with UTDB.
- (ii) Identify a single point official to co-ordinate with the Technical Consultant.
- (iii) Required permissions to visit the sites.

10. EOI should be submitted in the order / format as under:

Section -1:	Particulars of Consultant / s viz., Name, Address, Contact Person's name, e-mail ID and mobile no.
Section -2:	Scanned copy of EMD
Section -3:	Power of Attorney as per format given in Annexure – A.

Section -4:	Affidavit as per format given in Annexure – B.
Section -5:	Certificate of incorporation / registration.
Section -6:	MoU / Agreement in case of JV
Section -7:	Statement of Financial Turnover for the required period duly certified by CA along with Name, Registration no. and Seal as per format given in Annexure – C.
Section -8:	List of relevant assignments as per format given in Annexure – D.
Section -9:	CVs of Key Experts
Section -10:	Other documents the applicant desires to submit / upload.

11. Other Terms:

- (i) Right to reject any or all Expressions of Interest: Notwithstanding anything contained in this document, the Authority reserves the right to accept or reject any EOI and to annul the Selection Process and reject all EOIs, at any time without any liability or any obligation for such acceptance, rejection or cancellation.
- (ii) The Authority reserves the right to reject any Expression of Interest, if
 - (a) At any time, a material misrepresentation is made or uncovered, or
 - (b) The Consulting firm does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Expressions of Interest.
- (iii) At any time before the submission of Expression of Interest, the Authority may, whether at its own initiative or in response to a clarification requested by a potential Consultant, amend the EOI by issuing an Addendum / Corrigendum, which shall be uploaded on website www.uktenders.gov.in only and also may extend the deadline for submission of Expressions of Interest.
- (iv) To assist in the process of evaluation of EOIs, UTDB may, at its sole discretion, ask any Bidder for clarification including additional information and documents. In case of any additional documents, same will be accepted only if they are of historical nature i.e., either the documents or facts in the documents should have existed prior to be EOI submission time and same could be verified independently. However, no change in the substance of the EOI would be permitted by way of such clarifications. The request for clarification and the response shall be in writing or e-mail or by facsimile.
- (v) With regard to interpretation of provisions in this document and Consultants' responsiveness, the interpretation and decision of the Consultancy Evaluation Committee (CEC) shall be final and binding on all bidders.
- (vi) In case any empaneled Consulting Firm does not respond for three consecutive times, UTDB reserves the right to debar the firm for consideration during the remaining period of this assignment and also against other EOIs / RFPs.

{Note:

1. To be given on Stamp paper of value not less than Rs. 100, and also should be Notarised.
2. Only in case of Proprietary firms and if signed by proprietor himself / herself, this Power of Attorney is not required. }

Power of Attorney for signing and submission of EOI and Proposals

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our EOI and Proposals for **empanelment as Consultant for Project Monitoring Unit**; proposed by Uttarakhand Tourism Development Board, (the “UTDB”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to UTDB, representing us in all matters before UTDB, signing and execution of all contracts including the Contract and undertakings consequent to acceptance of our bid, and generally dealing with UTDB in all matters in connection with or relating to or arising out of our bid for the said Work and/ or upon award thereof to us and/or till the entering into of the Contract with UTDB.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF2.....

For
(Signature, name, designation and address)

(Notarised)

(Name, Title and Address of the Attorney)

Accepted

.....

(Signature)

Witnesses:

1.

2.

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Wherever required, the Applicant should submit for verification the extract of the charter

documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostle certificate.

(To be given on Stamp paper of value not less than Rs. 100, and also should be Notarised)

AFFIDAVIT

I / We, who is / are Authorised to sign and submit the EOI and subsequently the Proposals against your tender no.[title and reference number of the Invitation for EOI] do hereby undertake as follows:

- i. all the statements, documents, testimonials, certificates, etc., uploaded are genuine and the contents thereof are true,
- ii. any of our personnel, representatives, sub-consultants, sub-Suppliers, service providers, Suppliers and/or their employees will not directly or indirectly, engage in any activity that may intervene, interfere and/or influence the procurement process at any stage,
- iii. indemnify and compensate the UTDB from any penalties and costs that may be incurred due to lapse/s on our part including incorrect / misrepresented / forged documents or statements,
- iv. our firm / company, M/s. and our Principal M/s. are not blacklisted by any ministry / department / undertaking of Government of India, any State government and / or any Union territory administration in India.

2. If we are found contravening this undertaking even after award of contract in our favour or anyone else, we accept disciplinary action by the UTDB including rejection of our bid, annulment of contract and blacklisting.

Authorized signatory for the bidder

Signed: _____

Name: _____

Designation: _____

Date: _____

(Notarised)

(Name, Title and Address of the Attorney)

Accepted

.....

(Signature)

Witnesses:

1.

2.

Duly Authorised to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Format for Financial Capability

Financial Year	Amount (in Rs.)
2016-17	
2017-18	
2018-19	

Note:

- (1) The Bidder should provide the Financial Capability based on its own financial statements. Financial capability of the Bidder's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Bidder.
- (2) To be certified by CA along with his / her firm stamp and registration no. will be considered.

List of relevant assignments

Sl. No.	Client	Project / assignment description	Brief scope of services for the Contract	Contract commencement and completion dates		Contract amount / payment received
				Start Date	End Date	

**CONTRACT FOR EMPANELMENT OF TECHNICAL CONSULTANTS FOR
UTDB & OTHER DESIGNATED AUTHORITIES**

Between

Uttarakhand Tourism Development Board (UTDB)

and

.....

Dated:

Contract Agreement

This CONTRACT (hereinafter called the “**Contract**”) is made the _____ day of the month of **August 2019**

between, on the one hand

Uttarakhand Tourism Development Board, Pt. Deendayal Upadhyaya Paryatan Bhawan, (Near ONGC Helipad), Garhi Cantt., Dehradun – 248 003 represented by (hereinafter called the “**Client**”) and, on the other hand,

M/s (address) represented by its _____ name and designation (hereinafter called the “**Consultant**”)

a Consortium consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, M/s ... (address) represented by its (“**Lead Member**”) and M/s ... (address) represented by its _____ (“**Consortium 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, and personnel 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) The following Appendices:
 - Appendix A: Description of Services
 - Appendix B: Reporting Requirements
 - Appendix C: CVs of all Key-Experts
 - Appendix D: Contract Price – as per financial proposal against specific assignment and to be part of Supplementary Contract
 - Appendix E: Duties of the Client - as per Request for Proposal against specific assignment and to be part of Supplementary Contract
 - Appendix F: Performance Security
 - Appendix G: Affidavit
 - Appendix H: Power of Attorney

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

3. Supplementary Contracts shall be entered into by the designated authorities of UTDB or Garhwal Mandal Vikas Nigam (GMVN) or Kumaon Mandal Vikas Nigam (KMVN) or Tehri Special Area Development Authority (TADA) or District Administration.

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 **Uttarakhand Tourism Development Board,**

[.....]

For and on behalf of,

[.....]

For and on behalf of

[.....]

Witness 1:

Witness 2:

(Signature)

(Signature)

(Name)

(Name)

(Address)

(Address)

General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions 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 India for the time being.
- (b) “Consultant” means any private or public entity that will provide the Services to the “Client” under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is this General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) “Day” means calendar day.
- (e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (f) “Client” means the Agency who has invited the Proposals for consultancy services and/ or with which the selected Consultant signs the Contract for the Services and to which the selected consultant shall provide services as per the terms and conditions and TOR of the contract.
- (g) “Foreign Currency” means any currency other than the currency of the “Client’s country.
- (h) “GC” means these General Conditions of Contract.
- (i) “Government” means the Government of Uttarakhand
- (j) “Local Currency” means Indian Rupees.
- (k) “Member” means any of the entities that make up the joint venture/consortium/association; and “Members” means all these entities.
- (l) “Party” means the “Client” or the Consultant, as the case may be, and “Parties” means both of them.
- (m) “Personnel” means professionals and support staff provided by the Consultants or by any Sub-Consultants and assigned to perform the Services or any part thereof; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country; and “Key Personnel” means the Personnel referred to in Clause GC 4.2(a).
- (n) “Reimbursable expenses” means all assignment-related costs [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract].
- (o) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (p) “Services” means the work to be performed by the Consultant pursuant to this Contract.
- (q) “Sub-Consultants” means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (r) “Third Party” means any person or entity other than the “Client”, or the Consultant.
- (s) “In writing” means communicated in written form with proof of receipt.

1.2 Relationship 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 Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

1.4 Headings: The headings shall not limit, alter or affect the meaning of this Contract.

1.5 Notices

1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. 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 by registered post to such Party at the address specified in the SC.

1.5.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.6 Deleted.

1.7 Authority of Lead Partner: In case the Consultant consists of a joint venture/consortium/ association of more than one entity, the Members hereby authorize the entity specified (Lead Consultant) in the SC 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". However, each member or constituent of Consortium of Consultant shall be jointly and severally liable for all obligations of the Consultant under the Contract.

1.8 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 SC.

1.9 Taxes and Duties: The Consultant, Sub-Consultants and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws. The compliance rating provided under the laws of each member of the consortium should be respectable level.

1.10 Fraud and Corruption

1.10.1 Definitions: It is the Client's policy to require that Client as well as Consultants observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Client defines, for the purpose of this provision, the terms set forth below as follows:

- (i) "Corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) "Collusive practices" means a scheme or arrangement between two or more Consultants, with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
- (iv) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in Selection process or affect the execution of a contract;

1.10.2 Measures to be taken by the Client

- (a) The Client may terminate the contract if it determines at any time that representatives of the Consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Consultant having taken timely and appropriate action satisfactory to the Client to remedy the situation;
- (b) The Client may also sanction against the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Client-financed contract;

1.10.3 Commissions and Fees

At the time of execution of this Contract, the Consultants shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or commission agents 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, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract: This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, listed in the SC have been met.

2.2 Termination of Contract for Failure to Become Effective: If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) 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, Client will encash the Performance Security after this notice period.

2.3 Commencement of Services: The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

2.4 Expiration of Contract: Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

2.5 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 other statement, representation, promise or agreement not set forth herein.

2.6 Modifications or Variations: (a) 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. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party. (b) In cases of substantial modifications or variations, the prior written consent of the Client is required.

2.7 Force Majeure

2.7.1 Definition

- (a) 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 not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the nonperformance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent).
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party’s Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- (c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

2.7.2 No Breach of Contract: 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.

2.7.3 Measures to be taken:

- (a) 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.
- (b) 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) 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.
- (c) 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.
- (d) 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:
 - (i) Demobilize, or
 - (ii) Continue with the Services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on *pro-rata* basis, under the terms of this Contract.

- (e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

2.8 Extension of time

The Contract may be extended for a period of one year after initial period of one year.

2.9 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 allow the Consultant to remedy such failure, if capable of being remedied, within a period not exceeding fifteen(15) days after receipt by the Consultant of such notice of suspension.

2.10 Termination

2.10.1 by the Client: The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause GC 2.10.

- (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 GC 2.9 hereinabove, within fifteen (15) days of receipt of such notice of suspension or within 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 its Members becomes and which has substantial bearing on providing Services under this contract) insolvent 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 GC 8 hereof.
- (d) If the Consultant, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (e) If the Consultant submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client.
- (f) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client.
- (g) If the Consultant fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the Consultant to improve the quality of the services.
- (h) 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.
- (i) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

- 2.10.2 In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Consultants, and sixty (60) days' in case of the event referred to in (h) and (i).
- 2.10.3 **By the Consultant:** The Consultant may terminate this Contract, by not less than thirty (30) 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 GC 2.10.3.
- (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 GC 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
 - (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
 - (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
 - (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.
- 2.10.4 **Cessation of Rights and Obligations:** Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.10 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, 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 GC 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.
- 2.10.5 **Cessation of Services:** Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.10.1 or GC 2.10.3 hereof, 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 GC 3.9 or GC 3.10 hereof.
- 2.10.6 **Payment upon Termination:** Upon termination of this Contract pursuant to Clauses GC 2.10.1 or GC 2.10.3 hereof, the Client shall make the following payments to the Consultant:
- (a) If the Contract is terminated pursuant to Clause 2.10.1 (g), (h), (i) or 2.10.3, remuneration pursuant to Clause GC 6.3(h) (i) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3 (h) (ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;
 - (b) If the agreement is terminated pursuant of Clause 2.10.1 (a) to (f), the Consultant shall not be entitled to receive any agreed payments upon termination of the contract. However, the Client may consider making payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Client. Applicable Under such circumstances, upon termination, the Client may also impose liquidated

damages as per the provisions of Clause 9 of this agreement. The Consultant will be required to pay any such liquidated damages to Client within 30 days of termination date.

2.10.7 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.10.1 or in Clause GC 2.10.3 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance: The Consultant shall perform the Services and carry out their obligations hereunder 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 faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultants or Third Parties.

3.1.2 Conflict of Interests: The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Consultant shall promptly disclose the same to the Client and seek its instructions.

3.2 Consultant not to benefit from Commissions, Discounts, etc.

3.2.1 (a) The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, 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 any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

(b) 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 Client's applicable procurement 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.

3.2.2 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 Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities: The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel 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.

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

3.4 Insurance to be Taken out by the Consultant: The Consultant (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain insurance, at their (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 SC, 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.

3.5 Accounting, Inspection and Auditing: The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs and the bases thereof, and (ii) shall periodically permit the Client or its designated representative and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

3.6 Consultant's Actions Requiring Client's Prior Approval: The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) Any change or addition to the Personnel listed in Appendix C.

(b) Subcontracts: The Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall always retain full responsibility for the Services. In the event that any Sub-Consultants are found by the Client to be incompetent or incapable or undesirable in discharging assigned duties, the Client may request the Consultant to provide a replacement with qualifications and experience acceptable to the Client or to resume the performance of the Services itself.

3.7 Reporting Obligations: The Consultant shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

3.8 Documents Prepared by the Consultant to be the Property of the Client: All plans, drawings, specifications, designs, reports, other documents and software 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, but shall not use anywhere, without taking permission in writing from the Client; and the Client reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, 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.

3.9 Equipment, Vehicles and Materials Furnished by the Client: Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment 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.

3.10 Equipment and Materials provided by the Consultants: Equipment or materials brought into the Government's country by the Consultant and the Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.

4. CONSULTANTS' PERSONNEL AND SUB-CONSULTANTS

4.1 General: The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.

4.2 Description of Personnel:

- (a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are as per the consultant's proposal and are described in Appendix C. 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 Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C 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 ceilings set forth in Clause GC 6.1(b) 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 specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

4.3 Approval of Personnel:

The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Client. In respect of other 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 Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the Client.

4.4 Removal and/or Replacement of Personnel:

- (a) Except as the Client may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, 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 the 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 qualifications and experience acceptable to the Client.
- (c) Any of the Personnel provided as a replacement under Clause (a) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. Also (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.5 Resident Project Manager:

If required by the SC, the Consultant shall ensure that at all times during the Consultant's performance of the Services a resident Project Manager, acceptable to the Client, shall take charge of the performance of such Services.

4.6 Purchases of all the necessary assets shall be in the name of UTDB and such assets will be the property of UTDB. The purchase of such assets shall be with prior approval of UTDB.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions: Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

- (a) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (b) Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SC.

5.2 Change in the Applicable Law Related to Taxes and Duties: If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Consultant for providing the services i.e. Goods and Service Tax (GST) or any such applicable tax from time to time, 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 ceiling amounts specified in Clause GC 6.1(b).

5.3 Services, Facilities and Property of the Client:

- (a) The Client shall make available to the Consultant and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix E, at the times and in the manner specified in said Appendix E.

- (b) In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix E, the Parties shall agree on any time extension that it may be appropriate to grant to the Consultant for the performance of the Services.

5.4 Payment: In consideration of the Services performed by the Consultant under this Contract, the Client shall make to the Consultant such payments and in such manner as is provided by Clause GC 6 of this Contract, subject to deduction of applicable taxes under applicable laws of India.

The Earnest money deposit submitted shall be refunded to the successful Consultant upon furnishing of Performance security.

5.5 Counterpart Personnel: (a) If necessary, 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 E.

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

6. PAYMENTS TO THE CONSULTANT

6.1 Total Cost of the Services (a) the total cost of the Services payable is set forth in Appendix D as per the Consultant's proposal to the Client and as negotiated thereafter.

(b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-D.

(c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of Payment: All payments shall be made in Indian Rupees.

6.3 Terms of Payment: The payments in respect of the Services shall be made as follows:

(a) The Consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work-related milestones achieved and as per the specified percentage as per SC 13.

(b) Once a milestone is completed, the Consultant shall submit the requisite deliverables as specified in this Contract. The Client shall release the requisite payment upon acceptance of the deliverables.

(c) Final Payment: The final payment as specified in SC 13 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report

and final statement by the Client unless the Client, within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within one (1) calendar month after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.

- (d) For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Client after submission by the Consultant and the Consultant has made presentation to the CMC with / without modifications to be communicated in writing by the Client to the Consultant.
- (e) If the deliverables submitted by the Consultant are not acceptable to the CMC, reasons for such non-acceptance should be recorded in writing; the Client shall not release the payment due to the Consultant. This is without prejudicing the Client's right to levy any liquidated damages under clause 9. In such case, the payment will be released to the Consultant only after it re-submits the deliverable, and which is accepted by the Client.
- (f) All payments under this Contract shall be made to the Bank account of the Consultant specified in the SC.
- (g) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder, unless the acceptance has been communicated by the Client to the Consultant in writing and the Consultant has made necessary changes as per the comments / suggestions of the Client communicated to the Consultant.
- (h) In case of early termination of the contract, the payment shall be made to the Consultant as mentioned here with:
 - (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The Consultant shall provide the details of persons reasonably worked during this period with supporting documents.

Based on such details, the remuneration shall be calculated based on the man month rate as specified.

- (ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the Consultant in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis.

The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

7. FAIRNESS AND GOOD FAITH

7.1 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.

7.2 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 Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement: Performance of the contract is governed by the terms & conditions of the Contract. In case dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.

8.2 Arbitration: In the case of dispute arising upon or in relation to or in connection with the contract between the Client and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996 and subsequent amendments from time to time. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Client and the Consultant, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the President of Indian Council of Arbitration. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

8.3 Arbitration proceedings shall be held in India at the place indicated in SC and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

8.4 The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators as per the Act and shall be shared equally by the Client and the Consultant. However, the expenses incurred by each party in connection with the preparation and presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the Award.

9. LIQUIDATED DAMAGES

9.1 The Consultant hereby agrees that due to its negligent act, if the other party suffers losses, damages the quantification of which may be difficult; and hence the amount specified

hereunder shall be construed as reasonable estimate of the damages and agrees to pay such liquidated damages as defined hereunder as per the provisions of this Contract.

9.2 The amount of liquidated damages under this Contract shall not exceed 5% of the total value of the contract as specified in Appendix D.

9.3 The liquidated damages shall be applicable under following circumstances:

- (a) If the deliverables are not submitted as per schedule as specified in SC 13, the Consultant shall be liable to pay 0.5% of the total cost of the services for delay of each week or part thereof.
- (b) If the deliverables are not acceptable to the Client as mentioned in Clause 6.3 (e), and defects are not rectified to the satisfaction of the Client within 30 days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to 1% of total cost of the services for every week or part thereof for the delay.

10. PERFORMANCE SECURITY

The Performance Security shall be provided to the Client no later than the date specified in the Contract and shall be issued for an amount specified in the SC by a bank acceptable to the Client and denominated in the types and proportions of the currencies in which the total cost of services is payable with validity as given in SC.

11. INDEMNITY

The Consultant shall, subject to the provision of the agreement indemnify the Client for an amount not exceeding the value of the agreement for any direct loss or damage caused due to any deficiency in services.

12. MISCELLANEOUS PROVISIONS:

- (i) “Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- (ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- (iii) The Consultant shall notify the Client of any material change in their status, in particular where such change would impact on performance of obligations under this Contract.
- (iv) Each constituent of the Consultant, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Client for performance of works/services including that of its Associates/Sub-Consultants under the Contract.
- (v) The Consultant shall at all times indemnify and keep indemnified the Client against all claims/damages, etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- (vi) The Consultant shall at all times indemnify and keep indemnified the Client against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Consultant’s) employees or

agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Consultant.

- (vii) The Consultant shall at all times indemnify and keep indemnified the Client against any and all claims by Employees, Workman, Consultants, Sub-Consultants, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Consultant, in respect of wages, salaries, remuneration, compensation or the like.
- (viii) All claims regarding indemnity shall survive the termination or expiry of the Contract.
- (ix) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Consultant for any engagement, service or employment in any capacity in any office or establishment of the Government of India/ State or the Client.
- (x) In case any empaneled Consulting Firm does not respond for three consecutive times, UTDB reserves the right to debar the firm for consideration during the remaining period.
- (xi) Wherever applicable, the fees for the clearances for conducting studies, Consultant will pay the fees, which would be reimbursed subsequently along with the professional fee. And the same should be clearly indicated in the Financial Proposal.

Special Conditions of Contract

Sl. No.	<u>Ref. of GC Clause</u>	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1	1.5	<p>The addresses are:</p> <p>i) Client : Uttarakhand Tourism Development Board (UTDB) Pt. Deen Dayal Upadhyaya Paryatan Bhawan Near ONGC Helipad, Garhi Cantt. Dehradun</p> <p>Attention : Chief Executive Officer Email : ceo.tourism.uk@gmail.com Phone : +91 135 2559898</p> <p>ii) Consultant : : Attention : Email : Phone :</p>
2	1.7	Lead Partner is
3	1.8	<p>The Authorised Representative are:</p> <p>For the Client:</p> <p>For the Consultant:</p>
4	1.9	<p>(a) The Client shall reimburse Goods & Service Tax (GST) payable in India as per Applicable Law. The Consultant shall register itself for GST with appropriate authority in India / Uttarakhand & shall provide the Registration Certificate to the Client.</p> <p>b) Tax will be deducted at source as per the prevailing Income Tax Rules.</p>
5	2.2	The time period shall be 15 days
6	2.3	The time period shall be 15 days
7	2.4	The time period shall be from the date of signing of Contract till 31 st August 2020
8	3.4	<p>Limitation of the Consultants' Liability towards the Client</p> <p>(i) The ceiling on Consultant's liabilities shall be limited to total cost of the Contract Value.</p>

Sl. No.	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
9	3.4	<p>The risks and the insurance coverage shall be as follows:</p> <ul style="list-style-type: none"> a.) Third Party motor vehicle liability insurance as required under India’s Motor Vehicles Act, 1988, by the Consultant or its Personnel or any Sub Consultants or their Personnel for the period of consultancy; b.) Third Party liability insurance, with a minimum coverage equivalent to Contract amount against specific Request for Proposal (RFP); c.) Professional liability insurance, with a minimum coverage equivalent to Contract amount against specific Request for Proposal (RFP); d.) Client’s liability and Workers’ compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Laws of India, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and 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, by theft, fire or any natural calamity. f.) Any other law/rule as applicable in India. g.) All the Insurances shall be in the joint name of the Consultant and the Client.
10	6.1(b)	<p>The ceiling in local currency is: <u>This will be as per Request for Proposal against specific assignment</u></p>
11	6.3 (a)	<p>Payment schedule shall be: <u>This will be as per Request for Proposal against specific assignment</u></p>
12	6.3 (f)	<p>The Bank account of the consultant: Bank Name : Bank Address: Current A/c No.: Beneficiary: SWIFT CODE: MICR: IFSC Code:</p>
13	8.3	<p>The Arbitration proceedings shall take place in Dehradun in India. {<u>This may be modified as per Request for Proposal against specific assignment</u>}</p>
14	9.1	<p>The Liquidated Damage is applicable only for the reason solely attributable to the Consultant.</p>
15	9.3	<p>9.3 The liquidated damages shall be applicable under following circumstances:</p> <ul style="list-style-type: none"> (a) If the deliverables are not submitted as per schedule as specified in SC 13, the Consultant shall be liable to pay 0.5% of the total cost of the services for delay of each week or part thereof. (b) If the deliverables are not acceptable to the Client as mentioned in Clause 6.3 (f), and defects are not rectified to the satisfaction of the Client within 30 days of the receipt of the notice, the Consultant shall be liable for Liquidated

Sl. No.	<u>Ref. of GC Clause</u>	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
16	11	The Consultant shall furnish within 15 (fifteen) days from date of LOI an unconditional and irrevocable Bank Guarantee from a scheduled bank for an amount not less than Rs. 5 Lakhs towards Performance Security valid for a period of 2 (two) months beyond the date of completion of services, i.e., till 31 st October 2020 . The Bank guarantee shall be extendable to cover any period of extension, if agreed to.

Binding signature of Client Signed by _____

Binding signature of Consultant Signed by _____

(for and on behalf of _____ duly authorized vide Resolution No _____ dated _____ of the Board of Directors of _____)

In the presence of

(Witnesses)

1.

2.