



GOVERNMENT OF UTTARAKHAND

[NAME AND ADDRESS OF PROCURING ENTITY/CLIENT]

Telephone No: [] / Fax: []

E-mail: [] Web-site: []

**REQUEST FOR PROPOSAL FOR PROCUREMENT OF CONSULTANCY
SERVICES FOR [DETAILS OF THE ASSIGNMENT] through [National/
International]¹ Competitive Procurement Process
(Through E-Procurement Portal only www.uktenders.gov.in)**

¹ Retain whichever is applicable.

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SECTION I: REQUEST FOR PROPOSAL NOTICE
GOVERNMENT OF UTTARAKHAND

[NAME AND ADDRESS OF PROCURING ENTITY]

Telephone No: [] / Fax: []

E-mail: [] Web-site: []

NOTICE INVITING PROPOSAL FOR PROCUREMENT OF [NAME OF CONSULTANCY SERVICES] through [National/ International]² Competitive Procurement Process
(Through E- Procurement Portal only - www.uktenders.gov.in)

RFP Reference No: []

Date: []

1. [Name of the Procuring Entity] (Referred to as the "**Client**") invites Proposals from eligible Consultant for procurement of Consultancy Services for []³ as detailed in Section VI- Terms of Reference (hereinafter referred to as "the **Services**") through E-Procurement Portal through [National/ International]⁴ Competitive Procurement Process.
2. The Client has adopted a single-stage E-Procurement System procedure (the "**Procurement Process**") comprising Two Electronic Proposal Document viz., Technical Proposal and Financial Proposal (hereinafter collectively referred to as the "**Proposal**") for selection of the Consultant. Proposals comprising the Technical Proposals (First Part) and Financial Proposal (Second Part) must be submitted through E-Procurement Portal within the last date and time for submission of Proposals. No physical submission of Proposals shall be accepted.
3. The Consultant are advised to note the Eligibility criteria and Qualification criteria specified in Section III of the RFP Document to qualify for award of the Consultancy Agreement.
4. Technical Proposals will be opened in the E-Procurement Portal as specified in the Schedule of Procurement Process. If the office of the Client happens to be closed on the specified date of opening of the Proposals, then they will be opened on the next working day at the same time & place as notified earlier.
5. [The Proposal is subject to Electronic Reverse Auction (e-RA) and the same will be conducted on E-Procurement Portal at the time notified in the E-Procurement Portal and intimated by the Client.]⁵
6. The Consultant scoring the highest combined score shall be ranked first and shall be declared as selected Consultant for the Assignment in accordance with the procedures described in this RFP Document.
7. All notifications, changes and amendments to the RFP Document will be posted only on the E-Procurement Portal, which shall form part of the Original RFP Document⁶.

² Retain whichever is applicable.

³ Specify the relevant consultancy services for which proposals are invited under this RFP.

⁴ Retain whichever is applicable.

⁵ This clause is required to be shown as deleted if Electronic Reverse Auction is not applicable.

⁶ RFP Documents shall be available for download from the date and time of publication of the RFP document on the E-Procurement Portal till the last date and time or the extended time of submission.

Instructions to the Client for issuance of RFP Document

This Standard RFP Document may be customised as per the requirements of the Client in accordance with the instructions below:

Note I: Serially numbered footnotes in this RFP Document are for guidance of the Client and should be omitted from the RFP Document before it is uploaded in the E-Procurement Portal.

Note II: All assignment-specific provisions in this RFP Document have been enclosed in square parenthesis and may be modified, as necessary, before uploading the RFP Document. The square parenthesis should be removed after carrying out the required modification.

Note III: The asterisks in this RFP Document should be substituted by assignment-specific particulars before uploading the RFP Document to (shortlisted) Consultants.

Note IV: These Notes shall be omitted prior to uploading of this RFP Document.

Note V: Deleted clause/provisions from the RFP Document should be shown as deleted and numbering of the clauses/provisions should not be changed.

Note VI: To ensure uniformity, the conditions in the RFP documents are to be used unaltered. Any modification to suit a unique requirement of specific procurement is to be done separately as part of an Appendix or Instructions to Proposals or Special Conditions to Contract. Before issue the RFP documents should be approved by the Competent Authority.

8. The Schedule of Procurement Process is as below:

Date, time and place for procuring RFP Document	From [] to [] up to [] IST to be downloaded from the E-Procurement Portal www.uktenders.gov.in
Pre-Proposal meeting date, time and place	On [], AT [] IST Venue: [Address details] ⁷ /to be held virtually.
Last date & time for submission of online Proposals on E-Procurement	On [] up to [] IST
Date and Time for opening of Technical Proposal on the E-Procurement Portal	On [] at [] IST
Date and Time for opening of Financial Proposal on the E-Procurement Portal	(to be informed later) Tentatively on [] at [] IST.
[Date and Time of Conduct and process of Electronic Reverse Auction] ⁸	(to be informed later) Tentatively on [] at [] IST.
Validity of Proposals (LoA to be issued prior to expiration of this period)	[] days from the last date for submission of Proposals ⁹ .
Period of Consultancy Agreement	[] year(s) [extendable/non-extendable]
Address for Communications	
Earnest Money Deposit (EMD) Amount/ Bid Security Declaration ¹⁰	[Rs. /-] payable/ to be submitted as provided in Clause 12 of ITC

9. Consultants who are specifically exempted under this RFP Document from submitting the EMD should submit the BID SECURING DECLARATION Form as provided in this RFP. Proposals without BID SECURING DECLARATION and documentary proof of such exemption as required under the RFP Document will be summarily rejected and shall not be considered for further evaluation. The decision of the Bid Scrutiny committee/Consultancy Evaluation Committee shall be legally binding and acceptable to the bidders in this regard.
10. For any additional information or clarification regarding the RFP, the interested Consultants, in writing through the E- Procurement Portal and/or by email to the email id mentioned below, seek information or clarification from the Client before the last date of Pre-Proposal queries.
11. The Client reserves the right to accept or reject or cancel any or all the Proposals or to abandon the procurement process in the administrative/work/public/project interest. The decision of the competent authority shall be legally binding and acceptable to the bidders in this regard.

Signature, Designation, Address, email id and Phone number of the Client]

⁷ The details of address to be deleted if the Pre-Proposal meeting is virtual mode and instead link for attending virtual meeting or information regarding the same to be provided.

⁸ This clause is required to be shown as deleted if Electronic Reverse Auction is not applicable.

⁹ Generally, the period of validity of proposals shall not be more than 90 days after the deadline for submission of Proposals.

¹⁰ Strike out whichever is not applicable. Bid Security Declaration will be applicable to those, who are exempt from submission of EMD, subject to submission of valid document in this regard.

SECTION II: INSTRUCTIONS TO CONSULTANT (ITC)

A. General

1. Scope of Proposal

- 1.1 The Client named in the Data Sheet invites Proposals through E-Procurement Portal - www.uktenders.gov.in (the "E-Procurement Portal") comprising two Electronic Proposal Documents viz., Technical Proposal and Financial Proposal (hereinafter collectively referred to as the "**Proposal**") from eligible Consultant (the "Consultant") through [National/ International]¹¹ Competitive Procurement Process for procurement of Consultancy Services named in the Data Sheet in accordance with the method of selection indicated in the Data Sheet.
- 1.2 If so, indicated in the Data Sheet, the Client reserves the right to conduct e- Reverse Auction (e-RA) for further reduction in the price. In case e-RA is conducted, same shall be done in the manner and as per the methodology specified in Data Sheet¹².
- 1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the Consultant under each phase must be to the Client's satisfaction before work begins on the next phase and for this satisfactory work completion certificate/quality assurance certificate/non-faulty DPR certificate/non-faulty measurement certificate etc need to be attached for payment.

2. One Proposal Per Consultant

- 2.1 Each Consultant shall submit only one Proposal (comprising Technical Proposal and Financial Proposal). Consultant who submits more than one Proposal, the latest proposal shall be considered for evaluation purpose.
- 2.2 All Consultant are required to register in the Uttarakhand Government E-Procurement Portal. The Consultant, who submit their Proposal after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including all the Forms/Annexure/Appendices etc. of this RFP.

3. Visit of Place of Service

- 3.1 The Consultant must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, the Consultants are encouraged at their own responsibility, cost and risk to visit the place of service before submitting a Proposal, and to attend a pre- Proposal meeting. The Consultant's representative should submit their queries as per clause 8 of ITB to the officials named in the Data Sheet [to arrange for their visit or]¹³ to obtain additional information, if required.
- 3.2 The Client will provide the inputs specified in the Data Sheet, assist the Consultant in obtaining licenses and permits needed to carry out the services, but actual follow-up has to be done by consultant itself to accomplish the task and make available relevant project data and reports available with them, relevant for providing the Consultancy Service.

¹¹ Retain whichever is applicable.

¹² This clause is required to be shown as deleted if Electronic Reverse Auction is not applicable.

¹³ This clause to be deleted where the arrangement for site visits not envisaged to be done by the Client.

4. Eligible and Qualification Criteria

- 4.1 The Consultant should satisfy eligibility conditions and establish their competence and capacity based on the qualification criteria (the “**Qualification Criteria**”) specified in Section III. This invitation for RFP is open to all eligible Consultants meeting the Qualification Criteria.
- 4.2 If so specified in the Data Sheet, Joint Ventures and Consortiums may participate in the Procurement Process.
- 4.3 If so specified in the Data Sheet, Sub-contracting may be undertaken by the Consultant.

5. Cost of Proposal

- 5.1 The Consultant shall bear all costs associated with preparation, presentation and submission of its Proposal, visit to the Client/site. The Client in no case be responsible and liable for those costs, regardless of the outcome of procurement process.

B. The RFP Documents

6. Contents of RFP Documents

- 6.1 The RFP Documents shall include:
- a. Section I - Notice Inviting Proposals
 - b. Section II - Instruction to Consultant (ITC);
 - c. Section III - Eligibility and Qualification criteria
 - d. Section IV- Data Sheet
 - e. Section V - Formats for Submission of Proposals
 - f. Section VI – Terms of Reference
 - g. Section VII - Form of Consultancy Agreement
 - h. Section VIII - General Conditions of Consultancy Agreement (GCC);
 - i. Section IX- Special Conditions of Consultancy Agreement (SCC);
 - j. Section X - Appendices to GCC and SCC
 - a. Appendix A – Description of the Services
 - b. Appendix B- Reporting Requirements of the Client
 - c. Appendix C- List of Key Personnel/Staff
 - d. Appendix D - Services and Facilities to be provided by the Client
 - e. Appendix E – Breakdown of Consultancy Fee
 - f. Appendix F - Form of Bank Guarantee for Performance Security Deposit
 - g. Appendix G - Notification of Award and Letter of Acceptance.
 - h. Appendix H - Any modifications, clarifications, addendum/ corrigendum issued to the original RFP Document, Pre- Proposal meeting proceedings.
 - i. Appendix I - Undertaking for Confidentiality
- 6.2 The RFP documents may be obtained in the manner set out in the Data Sheet. The Consultant must upload the scanned copy of the instrument/payment-receipt of online payment/ e-challan or e-BG etc. as a proof of tender fee/EMD submission.
- 6.3 The Consultant is expected to examine all instructions, conditions of agreement, forms, terms and conditions etc. in the RFP Document. Failure to furnish all information required by the RFP Documents or submission of a Proposal not substantially responsive to the RFP Documents in all respect will be at the Consultant’s risk and may result in rejection of its Proposal.

7. Amendment to RFP Documents

- 7.1 Before the deadline for submission of Proposals, the Client may, modify the RFP Documents by notifying in the E-Procurement Portal through issue of Addendum or Corrigendum or Clarification. Any Addendum or Corrigendum or Clarification issued by the Client shall form part of the RFP Document.
- 7.2 In order to allow Consultants, reasonable time, to take the amendment into account in preparing their Proposals, or procuring entity decide so, the deadline for the submission of Proposals as necessary may be extended. Information about extension of the deadline for the submission of Proposals will be published on E-Procurement Portal.

8. Pre- Proposal Meeting and Clarification of RFP Documents

- 8.1 A Consultant requiring any clarification of the RFP Documents may notify the Client in writing as indicated in the Data Sheet before the last date and time of pre-proposal queries. The Client will respond in writing to any request for clarification received within the timeframe specified in Data Sheet. The Client's response will be uploaded in the E-Procurement Portal including a description of the enquiry sought for the information of public or the other Consultants without identifying source of request for clarification.
- 8.2 If the pre-Proposal meeting is to be held, the Consultant or his authorized representative is invited to attend it, the time, date and venue is given in Data Sheet.
- 8.3 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 8.4 Queries raised by the prospective Consultants in writing along with responses will be uploaded by the Client on the E-Procurement Portal. Any modification to the RFP Documents listed in Sub-Clause 6.1 which may become necessary as a result of the Pre-Proposal meeting shall be made by the Client exclusively through the issue of an Addendum/Corrigendum/Clarification pursuant to Clause 8 and/or through the minutes of the pre- Proposal meeting.
- 8.5 Non-attendance at the pre-Proposal meeting will not be a cause for disqualification of a Consultant.

C. Preparation of Proposals

9. Language of Proposal

The Proposal prepared by the Consultant, as well as all supporting documents, the correspondence and documents relating to the Proposal exchanged by the Consultant and the Client, shall be in the language specified in Data Sheet. All supporting documents other than the language specified in Data Sheet needs transcript/ translation provided they are accompanied by a self-certified accurate translation of the relevant passages in the language specified in Data Sheet, in which case, for purposes of interpretation of the Contract, this translation shall govern.

10. Document Constituting the Proposal

- 10.1 The Proposal should upload in the E-Procurement Portal under a two Proposal document system comprising the following documents.

A- First Electronic Document shall be named Part 1- Technical Proposal documents and shall comprise of scanned copies of all pre-qualification/technical information to be submitted in the format specified in Section V of this RFP as set out below;

- i. Technical Proposal Submission Form in the format prescribed at **Annexure A.**

- ii. A brief description of the Consultant's organisation in the format prescribed at **Annexure B-Form 1** along with supporting documents as specified in **Annexure N**;
- iii. If the Consultant is Foreign Principals, then their Associates shall provide required declarations in the format prescribed at **Annexure B- Form 2**;
- iv. Consultant Experience in undertaking similar assignment, as provided in Section III, in the format prescribed at **Annexure C** indicate, inter alia, the profiles and names of the Key Personnel provided, duration of the assignment, contract amount, and Consultant's involvement along with supporting documents as specified in **Annexure N**;
- v. A certificate(s) from its Statutory Auditors¹⁴ demonstrating the Financial Capacity of the Consultant as provided in Section III, in the format prescribed at **Annexure D**¹⁵
- vi. Description of the Methodology and Work plan for performing the Assignment in the format prescribed at **Annexure E**;
- vii. Team Composition and Task Assignment in the format prescribed at **Annexure F**;
- viii. Recently signed Curriculum Vitae of all the Key Professional Personnel (along with supporting documents) proposed for each of the positions in the format prescribed at **Annexure G**;
- ix. Time Schedule of proposed Professional Personnel in the format prescribed at **Annexure H**;
- x. Activity (work) Schedule in the format prescribed at **Annexure I**;
- xi. Power of Attorney for Signing of Proposal in the format prescribed at **Form 1 of Annexure J**. In case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format prescribed at **Form 2 of Annexure J**;
- xii. Earnest Money Deposit in the manner and form at **Annexure K Form 1** or **Annexure K Form-2** as specified in Clause 12;
- xiii. Undertaking Regarding Restrictions on Procurement from a Consultant of a Country Which Shares a Land Border with India in the format prescribed at **Annexure L**¹⁶;
- xiv. Checklist of Documents in the format prescribed at **Annexure N**;
- xv. Copy of the Demand Draft [/proof of ONLINE Payment etc.] for the cost of RFP Document if stated in the Data Sheet;
- xvi. Proposals submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Consultant shall be signed by all members and submitted with the Proposal at **Annexure M**.¹⁷
- xvii. any other information as may be considered relevant by the Consultant to substantiate their submissions.

Note: Consultant shall not furnish the Financial Proposal along with the Technical Proposal. A Technical Proposal containing any financial information shall be declared non-responsive. The decision shall be legally binding and acceptable to the bidders in this regard.

B- Second Electronic Document –shall be named Part 2 –Financial Proposal document and shall comprise of: Format for the “**Consultancy Fee**” in the prescribed form- **Annexure O- Form 1 and Form-2**, for the whole services as described in Clause 1 of the ITC. The Estimated Project Cost if any, to be considered for this purpose shall be as indicated in the Data Sheet. Consultancy Fee shall be quoted by the Consultant in the slot provided on the E-Procurement Portal. For consultancy fees to be paid for the architectural services, maximum consultancy fees shall be as per state GO in this regard.

- 10.2 While Preparing the Technical Proposal, the Consultant must give particular attention to the following:
- i. [If a firm considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy, as appropriate.]¹⁸

¹⁴ No separate annual financial statements should be submitted.

¹⁵ In the event that the Consultant does not have a statutory auditor, it shall provide the requisite certificate(s) from the Chartered Accountants that ordinarily audits the annual accounts of the Consultant.

¹⁶ For both the cases: National/ International Competitive Procurement process.

¹⁷ Applicable in case of JV or consortium is allowed to participate in the procurement process.

¹⁸ This clause shall be deleted, if JV or Consortium is not allowed

- ii. For Assignments on a staff-time basis, the estimated number of Key Personnel-months is given in the Data Sheet. The Proposal shall, however, be based on the number of key Personnel-months estimated by the Consultant. Man-months may be increased or decreased as per the need of the consultancy.
- iii. It is also required to take declaration from the concerned key personnel that they have not shared their CV for the same assignment to another firm.
- iv. If stated in the Data Sheet, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the Data Sheet) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure provided in the Data Sheet.¹⁹
- v. Proposed key Personnel must at a minimum have the experience indicated in the Data Sheet. The proposed team shall be composed of experts and specialists in their respective areas of expertise and managerial/support staff such that the Consultant should be able to complete the Consultancy within the specified time schedule. Other competent and experienced professional personnel in the relevant areas of expertise must be added as required for successful completion of the Consultancy.
- vi. Alternative key Personnel shall not be proposed, and only one curriculum vitae (CV) shall be submitted for each position for the technical evaluation purpose.
- vii. Reports to be issued by the Consultant as part of this Assignment must be in the language(s) specified in the Data Sheet. It is desirable that the Consultant's personnel have a working knowledge of the Client's official language, preferably English/Hindi.

10.3 Preparation of Financial Proposal

- a. In preparing the Financial Proposal, Consultant are expected to take into account the requirements and conditions of the RFP Documents.
- b. The Financial Proposal should follow Standard Forms (**Annexure O**). It lists all costs associated with the Assignment, including (a) remuneration for personnel and supporting staff; and (b) reimbursable expenses indicated in the Data Sheet.²⁰
- c. The Consultancy Fee quoted in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected. The decision shall be legally binding and acceptable to the bidders in this regard.
- d. The Consultancy Fee quoted shall be fixed for the duration of the Consultancy Agreement and shall not be subject to adjustment on any account. Omissions, if any, in costing any item shall not entitle the Consultant to be compensated and the liability to fulfil its obligations as per the TOR within the total Consultancy Fee shall be that of the Consultant. For assignments with a duration exceeding the Agreement Period, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the Data Sheet. The decision shall be legally binding and acceptable to the bidders in this regard.
- e. The Consultant and its Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes is provided in the Data Sheet.
- f. Submission of scanned copies of Financial Proposal will not be considered for evaluation. A specimen of the Financial Proposal to be provide in the slot in the E-Procurement Portal is prescribed at **Annexure O - Form 1 and Form-2**²¹.

10.4 Proposals submitted by fax, e-mail or any other electronic modes other than through E-Procurement Portal shall not be entertained and shall be rejected.

10.5 If a Consultant submits a zero offer (at no cost to the Client i.e. NIL charges), such Proposal shall be treated as non-responsive and will not be considered for evaluation purpose.

¹⁹ This clause shall be deleted, if it is not used,

^{20, 21} Formats may be modified as required for different types of contracts, viz. time-based contract, lump-sum contract etc.

11. Proposal Currency

Unless otherwise stipulated in the Data Sheet, the currency of Financial Proposal and payment shall be quoted by the Consultant entirely in Indian Rupees. All payments shall be made in Indian Rupees only. Where the Data Sheet permits quotations in different currencies, then, for domestic Consultant, prices shall be quoted in Indian rupees only, and for Foreign Consultants, prices shall be quoted either in Indian rupees or in the currency stipulated in the Data Sheet. For evaluation, all quoted prices shall be converted into Indian Rupees. In such cases, rate as published by RBI on the last date of the submission of bid.

12. Earnest Money Deposit (EMD)

- 12.1 The Consultant shall furnish, as part of his Proposal, an Earnest Money Deposit (the “EMD”) if so, indicated in the Data Sheet.
- 12.2 The EMD may be provided in the form of Fixed Deposit Receipt/Demand draft/ Bank Guarantee including E-Bank Guarantee etc., issued/ confirmed by a Scheduled Banks or if specified by the Client, through online or offline modes of payment, pledged in favour of the Authority and payable at the place as specified in the Data Sheet or deposited in given heads of account through e-banking (if any) to the satisfaction of the Client safeguarding the interest of the Client in all respects.²²
- 12.3 The Bank Guarantee should be submitted in the format provided at Annexure K- Form 1 issued by a Scheduled Bank in India and drawn in favour of and payable at, as specified in the Data Sheet. BG should be irrevocable, non-transferable and un-conditional. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934. The Earnest Money Deposit / Bid security for the Proposal shall be valid for 45 days beyond the validity of the Proposal, and may be extended as may be mutually agreed between the Client and the Consultant from time to time.
- 12.4 The Consultant should upload scanned copy of the instruments furnished as EMD in the E-Procurement Portal. Failure to submit such instruments will amount to treat such Proposals as non-responsive.
- 12.5 The EMD to be paid through online or offline modes shall be made on any of the payment options specified in the Data Sheet.
- 12.6 Consultant who are specifically exempted for submitting the EMD under specific provisions of law should submit the documents as specified in the Data Sheet. The exemption and relaxation in EMD is subject to the validity & acceptance of the supporting documents by the Client.²³
- 12.7 Any Proposal not accompanied by EMD/ Bid Securing Declaration and not secured as indicated in Sub-Clauses 12.1 to 12.3 shall be rejected as non-responsive. If bids have been extended, any bid should not be rejected due to short validity of EMD.
- 12.8 The Earnest Money Deposit submitted through online or offline modes of payment will be returned without any interest in the following manner:
 - i. To the successful Consultant, within 30 days on receipt of the Performance Security Deposit
 - ii. To the unsuccessful Consultant, as promptly as possible and in any case not later than 30 (thirty) days after the award of the Contract by the Client.
 - iii. In the event of rejection of all Proposals or cancellation of Procurement process by the Client, within 30 (thirty) days of such rejection or cancellation.

²² This clause to be shown as deleted if not applicable.

²³ This clause may be shown as deleted before issue of this RFP document where exemption for EMD is not provided.

- 12.9 The EMD paid shall be forfeited under the following conditions:
- i. if a Consultant withdraws its Proposal during the period of Proposal validity specified in this RFP Document or as extended by the mutual consent of the respective Consultant(s) and the Client; or
 - ii. if the successful Consultant fails or refuse to:
 - a. sign the Consultancy Agreement within the period specified in accordance with ITC Clause 30.4; or
 - b. furnish Performance Security Deposit in accordance with ITC Clause 30.
 - iii. if the Consultant breaches any provision of code of integrity.

13. Period of Validity of Proposals

- 13.1 The Data Sheet indicates how long the Proposal shall remain valid from the last date of submission of Proposal. The Consultant is not allowed to modify, vary, revoke or withdraw, the Proposal during the original or extended validity period. Further, during this period, the consultant is expected to keep available the Key Personnel proposed for the assignment.
- 13.2 In case, the last day on which the Proposal are to remain valid falls on/subsequently declared a holiday or closed day for the Client, the Proposal Validity shall automatically deem to be extended to the next working day.
- 13.3 In exceptional circumstances, prior to the expiration of proposal validity period, the Client may solicit the Consultant's consent to an extension of the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by e-mail or by fax or through E-Procurement Portal or other written records through electronic medium only. The Consultant may refuse the request without getting forfeited its EMD. The Consultant granting the request shall not be required or permitted to modify its Proposal.
- 13.4 A Consultant who agree to the extension of the period of validity of Proposals shall also extend the period of validity of [Earnest Money Deposit/ BID SECURING DECLARATION] provided under ITC Clause 12 or submit new EMD to cover the extended period of validity of their proposals.

D. Online Submission of Proposals

14. Format and Signing of Proposal

- 14.1 The Consultant shall provide all the required information sought under this RFP Document. The Client will evaluate only those Proposals that are received in the required formats and complete in all respects. Incomplete and/or conditional/alternative Proposals shall be liable to rejection as non-responsive.
- 14.2 All the documents of the Proposal should be uploaded on the E-Procurement Portal www.uktenders.gov.in using digital signature with their valid Digital Signature Certificate (DSC) in the form of smart card token. The DSC can be obtained from any authorised certifying agencies. The Consultant should register in the web site www.uktenders.gov.in using the relevant option available. Then the Digital signature registration had to be done with the e-token, after logging into the site. The Consultant can login the site through secured login by entering the password of the e-token and the user id/password chosen during registration.
- 14.3 The documents to be uploaded shall be typed or written in indelible ink and signed by the Authorized Signatory (the "Authorized Signatory") of the Consultant who shall also initial each page, in blue/black ink with stamp as an acceptance of the terms and conditions written therein. The person signing the submissions shall initial all the alterations, omissions, additions, or any other amendments made to the submissions. The

submissions must be properly signed by the Authorized signatory of the Consultant holding a Power of Attorney or the Board Resolution in this regard.

- 14.4 A copy of the Power of Attorney certified by the authorized signatory of the Consultant in the form specified in **Form 1 of Annexure J** or in case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format prescribed at **Form 2 of Annexure J**, as the case may be, should accompany the Proposals.
- 14.5 The Consultant shall submit through E-Procurement Portal two separate files. First Electronic Document – Part 1- Technical Proposal documents and the Second Electronic Document – Part 2- Financial Proposal document as specified in Clause 10.1 above. After submission of Proposals, the system would generate a unique proposal identification number which is time stamped. This shall be treated as acknowledgment of Proposal submission.
- 14.6 Instructions for e-submission is specified in E-Procurement Portal of www.uktenders.gov.in. The Consultant must acquaint and train themselves with the rules, regulations, procedure and implied conditions/agreement of the respective Uttarakhand Department. The Consultant shall settle clarifications and disputes if any, regarding the E-Procurement Portal directly with E-Procurement Portal helpdesk. The Consultant shall be responsible to see the E-Procurement Portal till last date of submission of Proposal for any clarification/amendment which shall be part of the RFP Document. Client will not owe the responsibility for any technical issue, if any, for the submission of the proposal.

15. Deadline for Submission of Proposals

- 15.1 It shall be the responsibility of the Consultant to ensure that their Proposal is submitted in the E-Procurement Portal within the last date and time specified in the Data Sheet in complete manner. The Client will not be held responsible for technical glitches and internet connectivity issues confronted by Consultant in uploading their Proposal or for any failure on part of the Consultant to make the payment of EMD or submission of any documents as required to be submitted or for rejection of Proposals by E-Procurement Portal for whatsoever reasons. No correspondence shall be entertained in this regard.
- 15.2 The last date and time for submission of Proposals may be extended by amending the RFP Documents in accordance with ITC Clause 7 after giving adequate notice on the E-Procurement Portal, in which case all rights and obligations of the Client and Consultant previously subject to the deadline will thereafter be subject to the deadline as extended. Information about extension of the deadline for the submission of Proposals will be published on E-Procurement Portal.

16. Late Proposals

The E-Procurement Portal will not accept any Proposals after the last date and time for submission of Proposals.

17. Modification and Withdrawal of Proposals

- 17.1 The Consultant may modify the contents of the Technical Proposal or Financial Proposal or withdraw its Proposal by uploading their request prior to deadline for submission of Proposals in E-Procurement Portal. For Proposal modification, the Proposal submitted by the Consultant within the last date and time for submission of Proposals shall be considered as the Proposal. The Consultants may withdraw his Proposal by uploading their request before the last date and time of submission of Proposals.
- 17.2 No Proposal may be withdrawn in the interval between the deadline for submission of Proposals and the expiration of the original period of Proposal validity or extended period in pursuant to Clause 13.

Withdrawal of a Proposal during this interval shall result in forfeiture of the Consultant's Earnest Money Deposit/initiation of action for debarring the Consultant as per Bid Securing Declaration.²⁴

E. Proposal Opening and Evaluation of Proposals²⁵

18. Opening of Technical Proposal

- 18.1 The file containing Part I - Technical Proposal Document shall be opened first in the E-Procurement Portal at the date and time specified in the Data Sheet. Authorised representatives of Consultant, who intend to attend the Technical Proposal opening are to bring with them letters of authority/power of attorney from the corresponding Consultant. In the event of the specified date of Technical Proposal opening being declared a holiday, the Technical Proposal shall be opened at the appointed time on the next working day.
- 18.2 List of submitted Proposals termed as RECEIVED shall be displayed in E-Procurement Portal. All Proposal payments including EMD and cost of RFP document, if so stated in the Data Sheet is successfully received shall be displayed. Thereafter, the names and such other details of the Consultant as the Client may consider appropriate shall be published in the E-Procurement Portal.

19. Process to be Confidential

- 19.1 The Client shall ensure the confidentiality of the process of Proposal evaluation until orders on the Proposals are passed.
- 19.2 Information relating to the examination, clarification, evaluation and comparison of Proposals and recommendations of award of Consultancy Agreement shall not be disclosed to Consultant or any other persons not officially concerned with such process until award of the successful Consultant has been announced in the E-Procurement Portal. Any effort by a Consultant to influence etc., the Client in processing of Proposals or award decision may result in rejection of Proposal.

20. Clarification of Proposals

- 20.1 During evaluation of Proposals, the Client or the Proposal Scrutiny Committee may, at its discretion, seek bonafide clarifications in writing from the Consultants relating to the Proposals submitted by them by a specific date. The Consultant may be requested to submit necessary information or documents which are historical in nature (which exist on the last date of the submission of the Bid), like audited statements of accounts, tax clearance certificate, PAN, etc. If the Consultant does not comply or respond by the specified date, his Proposal shall be liable to be rejected and this shall be legally acceptable and binding to all the Consultants.
- 20.2 The Client shall not offer or permit any change in the price or substance of a Proposal except to confirm the correction of arithmetic errors discovered by the Proposal Scrutiny Committee in the evaluation of the Financial Proposals. In case of confusion between digit and words, words shall be preferred for evaluation purpose.
- 20.3 No substantive change to qualification information or to a submission, including changes aimed at making an unqualified consultant, qualified or an unresponsive submission, responsive shall be sought, offered or permitted under any circumstances;

20.4 All communication generated as above shall be included in the record of the procurement proceedings.

²⁴ Forfeiture of the Consultant's Earnest Money Deposit is not applicable in case exemption for EMD is provided.

²⁵ Evaluation of Proposals and award of consultancy shall be completed, as far as possible, within the period for which the Proposals are held valid. The Client shall seek extension of validity of Proposals from Consultants for the completion of evaluation, if it is not completed within the validity period of Proposal. In case evaluation of Proposals and award of consultancy is not completed within extended period, all Proposals shall be deemed to have become invalid and fresh Proposals will be called for.

21. Initial Examination of Proposals

- 21.1 The Client shall cause an initial examination of the Proposals submitted to determine their substantial responsiveness and following factors shall be considered, namely:
- i. Whether the Consultant meets the eligibility criteria laid down in the RFP Documents;
 - ii. Whether the crucial documents have been duly signed and submitted;
 - iii. Whether the requisite [Earnest Money Deposit/ Bid Securing Declaration, if exempted]²⁶ in the required manner has been furnished;
 - iv. Whether the Proposal is substantially responsive in terms with the RFP Documents without material deviation or reservation or inconsistent with the Client's right or Consultant's obligations as per RFP.
- 21.2 Proposals which on initial examination are found not to be substantially responsive under any of the Clauses under Clause 21.1 above, may be rejected. The decision shall be legally binding and acceptable to the bidders in this regard.
- 21.3 The Client/ Proposal Scrutiny Committee may waive any minor informality or non-conformity or irregularity in a Proposal which does not constitute a material deviation, reservation or omission provided such a waiver does not prejudice or affect the relative ranking of any Consultant. A substantially responsive Technical Proposal is one that meets the requirements of the RFP Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that.
- a. If accepted, would
 - i. affect in any substantial way the scope, quality, or performance of the Consultancy Services specified in the Terms of Reference; or
 - ii. limits in any substantial way, inconsistent with the RFP Document, the Client's rights or the Consultant's obligations under the Consultancy Agreement to be executed.
 - b. if rectified, would unfairly affect the competitive position of other Consultants presenting substantially responsive Technical Proposals.
 - c. During the evaluation of Proposals, the following definitions apply:
 - i. "**Deviation**" is a departure from the requirements specified in the RFP Document;
 - ii. "**Reservation**" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the RFP Document; and
 - iii. "**Omission**" is the failure to submit part or all of the information or documentation required in the RFP Document.

22. Evaluation of Technical Proposal

- 22.1 The Client may constitute a Proposal Scrutiny Committee²⁷ as it deems fit to carry out scrutiny and evaluation of Proposals strictly in accordance with the evaluation criteria indicated in Section III of this RFP Document.
- 22.2 The Proposal Scrutiny Committee shall evaluate the Technical Proposal on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria and scoring system specified in the Data Sheet. Each responsive Proposal will be given a technical score (ST). A Proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet. Alternatively, since in LCS selection, technical offers do not require be ranked (or adding of weighted technical score to financial score – as in QCBS selection), it would suffice in appropriately simple cases, if the evaluation criteria is only a fail/ pass criteria prescribing only the minimum qualifying benchmark. Any bidder that passes these benchmarks is declared as technically qualified for opening of their financial bids. The method to be used will be indicated in Data sheet.

²⁶ Delete whichever is not applicable.

²⁷ A Proposal Scrutiny Committee(s) shall be constituted for purposes of evaluation of the proposals in accordance with Procurement Rules.

- 22.3 The list of Qualified Consultants, non-responsive and not qualified Consultants and the date, time of opening of Financial Proposals of Qualified Consultants shall be published by the Client in the E-Procurement Portal.

23. Opening and Evaluation of Financial Proposal (for QCBS, and LCS methods)

- 23.1 Consultant whose Technical Proposals are adjudged as responsive in terms of Clause 21 and achieve the minimum technical score will be declared as qualified Consultant ("**Qualified Consultant**"). Consultant who does not achieve the minimum technical score shall be disqualified. The list of Qualified Consultants shall be published by the Client in the E-Procurement Portal. The Financial Proposals of only the Qualified Consultant shall be considered for opening in the E-Procurement Portal. The date, time and location for the opening of the Financial Proposals shall be published in the E-Procurement Portal.
- 23.2 The Financial Proposal of all the Qualified Consultant will be opened in the E-Procurement Portal at the designated date and time notified. Authorised representatives of consultant, who intend to attend the Financial Proposal opening are to bring with them letters of authority from the corresponding Consultant. If the specified date of Financial Proposal opening is declared a holiday subsequently the Financial Proposals shall be opened at the appointed time on the next working day.
- 23.3 At the opening of the Financial Proposal, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. Each Financial Proposal will be assigned a financial score (SF). For financial evaluation, the total cost indicated in the Financial Proposal will be considered.

24. Combined quality and Cost Evaluation²⁸

- 24.1 **In the case of Quality and Cost- Based Selection (QCBS)**, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant achieving the highest combined (technical plus financial) score will be invited for negotiations.
- 24.2 **In the case of Least-Cost Selection (LCS)**, the Client will select the Consultant with the lowest evaluated total consultancy fee among those Proposals that achieved the minimum qualifying technical score, and invite such a Consultant to negotiate the Contract.

25. Correction of Errors

- 25.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
- 25.2 The Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made.

26. Taxes

- 26.1 The Client's evaluation of the Consultant's Financial Proposal shall [include/exclude] taxes and duties in accordance with the instructions in the Data Sheet.

²⁸ Strike out whichever is not applicable

27. Negotiations

- 27.1 Negotiations may be held at the address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.
- 27.2 Negotiations may include a discussion of the Technical Proposal, the Terms of Reference (TOR), proposed methodology (work plan), approach, staffing and any suggestions made by the Consultant to improve the Terms of Reference. The Client and Consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the site/client's office as desired by the client, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the Consultancy Agreement. These discussions however, shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product or the relevance of the initial evaluation be affected
- 27.3 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated preferably.
- 27.4 Financial negotiations shall only be carried out if, due to negotiations, there is any change in the scope of work which has a financial bearing on the final prices or if the costs/cost elements quoted are not found to be reasonable. In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates. However, in no case such financial negotiation should result in an increase in the financial cost as originally quoted by the consultant and on which basis the consultant has been called for the negotiations. If the negotiations with the selected consultant fail, the Procuring Entity shall cancel the bidding procedure and re-invite the bids.
- 27.5 The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under this Clause, is provided in **Annexure O - the Financial Form FORM-2: Breakdown of Remuneration Rates**.
- 27.6 The invited Consultant shall confirm the availability of all Key personnel included in the Proposal as a pre-requisite to the negotiations. The Client will not consider substitutions during Agreement negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the Assignment. If this is not the case and if it is established that key staff was offered in the Proposal without confirming their availability, the Consultant may be disqualified.
- 27.7 Notwithstanding the above, the substitution of Key Personnel at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Personnel within the period of time specified in the request for proposal notice to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate. No key experts shall be replaced without the approval of the competent authority. Each such replacement will attract the penalty as define in the data sheet.
- 27.8 The negotiations will conclude with a review of the draft form of the Agreement, which shall them be signed by the Client and the Consultant 's authorized representative.

F. Award of Consultancy

28. Preparation of evaluation report

- 28.1 After evaluation of the Proposals in accordance with the eligibility and qualification criteria, the order of acceptance of Proposal along with the comparative statement shall be uploaded in the E-Procurement Portal.

29. Letter of Acceptance (LoA) and Signing of Consultancy Agreement

- 29.1 The Consultant whose Proposal has been accepted will be notified by issuing the Letter of Acceptance (LoA) prior to expiration of the Proposal validity period through the E-Procurement Portal and through email to the successful Consultant specifying the details about the consideration for the provision of Services (hereinafter and in the Agreement called the "**Consultancy Fee**"). The Consultant, shall within the timeframe specified in the Data Sheet confirm acceptance by returning a signed copy of the Letter of Acceptance through E-Procurement Portal /in writing or by e-mail.
- 29.2 Before issuing such LOA, the Client may, at its discretion, ask the Successful Consultant to submit the originals of all such documents for verification whose scanned copies were submitted in E-Procurement Portal along with the Technical Proposal. If the Consultant fails to provide originals or if there are any substantive discrepancies between such documents, the same shall be considered as violation of Code of Integrity including misleading the Client and action shall be initiated to debar such Consultant in accordance with Clause 31 of this ITC.
- 29.3 Upon the successful Consultant's furnishing of Performance Security Deposit pursuant to ITC Clause 31, the Client shall execute the Consultancy Agreement incorporating all agreed terms and conditions between the Client and the successful Consultant as indicated in the Data sheet.
- 29.4 Within the period indicated in the Data Sheet, the successful Consultant will sign the Consultancy Agreement and deliver it to the Client and commence the services at the date, time and location as specified in the Data Sheet.

30. Performance Security Deposit²⁹

- 30.1 After issuance of notification of **the letter of acceptance (LoA)** by the Client, the successful Consultant shall within a specified period furnish the Performance Security as indicated in the Data Sheet, in the form of Demand Draft/ Fixed Deposit Receipt/ Bank Guarantee etc. issued/ confirmed by a Scheduled Bank in India or through online payment in an acceptable form to the Purchaser, safeguarding the Purchaser's interest in all respects.
- 30.2 Failure of the successful Consultant to comply with the requirement of ITC Clause 29.4 or and ITC Clause 30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Earnest Money Deposit. The Procuring Entity shall re-tender in such cases.

31. Code of Integrity

No officer or employee of a Client or the Consultant participating in a Procurement Process shall act in violation of the Code of Integrity as specified below:

31.1 Prohibiting:

- a. Corrupt Practice - any offer, solicitation or acceptance of any favour, bribe, reward, or gift, or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the Procurement Process or to otherwise influence the Procurement Process or the action of other party;
- b. Fraudulent Practice - any omission, including a misrepresentation that misleads or attempts to mislead to obtain a financial or other benefit or avoid an obligation. This includes making false declaration or providing false information for participation in a Procurement Process or to secure a contract or in execution of the Agreement;

²⁹ Performance security should be for an amount which is from 3% to 10% of the value of the Consultancy Fee as specified in the RFP documents keeping in view the total amount of the Consultancy services.

- c. Anti-competitive practice - any collusion, Proposal rigging or anti-competitive behaviour to impair the transparency, fairness and the progress of the Procurement Process.
- d. Coercive Practice: any coercion including harming or threatening persons and their properties, directly or indirectly, to influence their participation in the Procurement Process or affect the execution of an Agreement.
- e. Conflict of interest: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one Proposal in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of the Client who are directly or indirectly related to the Proposal or execution process of Agreement; or improper use of information obtained by the (prospective) Consultant from the Client with an intent to gain unfair advantage in the Procurement Process or for personal gain;
- f. Obstructive practice: materially impede the Client's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Client's rights of audit or access to information.

31.2 Obligation of Proactive Disclosures:

Failure to declare below instances shall amount to violation of this Code of Integrity:

- a. Procuring authorities as well as Bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to Suo-moto proactively declare any conflicts of interest in any Procurement process or execution of Agreement.
- b. Any Consultant must declare, whether asked or not in a RFP Document, any previous transgressions of such a Code of Integrity with any entity in any country during the last three years or of being debarred by any other Client.
- c. To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the Consultant making such declarations. The declared disclosures may be evaluated and mitigation steps, if possible, may be taken by the Client.

31.3 Punitive actions:

The Client after giving a reasonable opportunity of being heard, concludes that a consultant or prospective Consultant has contravened the Code of Integrity, may take appropriate measures including on or more of the following:

- a. If Proposals are under consideration
 - i. Forfeiture or encashment of EMD;
 - ii. calling off any pre-contract negotiations; and
 - iii. rejection and exclusion of the Consultant from the Procurement Process.
- b. If Agreement has already been awarded
 - i. Cancellation of the relevant agreement and recovery of compensation for loss incurred by the Client;
 - ii. Forfeiture or encashment of any other security or bond relating to the Procurement;
 - iii. Recovery of payments including advance payments, if any, made by the Client along with interest thereon at the prevailing rate.

31.4 Provisions in addition to above:

- a. Removal from the list of registered consultants and blacklisting/banning/debarment of the Consultant from participation in future procurements of the Client for a period for a specific period, as decided by the competent authority;

- b. Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

32. Appeals

- 32.1 Consultant aggrieved by an order passed by the Client pursuant to Clause 28.1 of ITC may complain within prescribed time of the publishing of the notice inviting proposals in the Portal prescribed by the Government. If the aggrieved Consultant is not satisfied with the decision of the Client, then such Consultant may appeal to prescribed appellate authority within the manner as indicated in the Data Sheet.
- 32.2 The decision of the appellate authority shall be final and legally binding on both parties.

SECTION III: ELIGIBILITY AND QUALIFICATION CRITERIA

1. Eligibility Criteria

1.1 For determining the eligibility of Consultant ("Eligible Consultant"), the following conditions are required to be satisfied:

- a. The Consultant should not be under order of debarment from participating in a Proposal, and as on the last date of submission of Proposals by any client.
- b. Any contracts of the Consultant should not have been terminated during the last 36 (thirty-six) months from the last date of submission due to non-fulfilment of contractual obligations as evidenced by imposition of a penalty by any Client or by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Consultant.
- c. Consultant must neither be insolvent, in receivership, bankrupt or being wound up, nor shall have its affairs administered by a Court or Judicial Officer or its business activities suspended and must not be the subject of legal proceeding for any of these reasons.
- d. Consultant shall be a natural person, private entity, government-owned entity or, any combination of these having a formal intent and legal competency to enter into an agreement or contract and are registered under respective Act and Jurisdiction in India [or any other country with which India has not banned trade relations]³⁰
- e. [In case of global Proposal, an international Consultant participating individually shall ensure that Power of Attorney is legalised/apostilled by appropriate authority notarised in the jurisdiction where the Power of Attorney is being issued and requirements under the Indian Stamp Act, 1899 & Indian Registration Act 1908, are duly fulfilled. Further the Consultant should fulfil the conditions imposed by the Government of India in the interests of national security relating to submission of Proposal by a Consultant from a Country which shares Land Border with India only if the International Treaties of the countries allows so. A certificate for having read the above clauses is required to be submitted / uploaded by the Consultant separately in the prescribed format at **Annexure L.**]³¹
- f. [Group of single business entities (Consortium) is allowed/ not allowed to participate in this Procurement process as indicated in the Data Sheet.]
- g. [In the case of a joint venture
 - i. all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms.
 - ii. The joint venture shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture during the procurement process and, in the event the joint venture is awarded the Contract, during contract execution.
 - iii. Members of the Joint Venture shall enter into a binding Joint Bidding Agreement for the purpose of submitting the proposal which shall include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and maintenance obligations, if any,
 - iv. A Consultant who has applied for the Proposal in its individual capacity or as part of a Joint Venture cannot participate as a member of any other Joint Venture applying for the Proposal.]
- h. The Consultant should not have, and their directors and officers do not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or

³⁰ This clause to be shown as deleted if an international competitive procurement process is not adopted.

³¹ This clause is to be shown as deleted if an international competitive procurement process is not adopted.

misrepresentations as to their qualifications to enter a procurement contract/agreement within a period of thirty-six (36) months from the last date of submission preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings.

- i. A Consultant shall not have a conflict of interest as specified in Uttarakhand Procurement Rules, as amended from time to time.
- j. Consultant that are Government-owned enterprises or institutions in Client State may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Client. To be eligible, a government-owned enterprise or institution shall establish to the Client's satisfaction, through all relevant documents, including its Charter and other information the Client may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not Bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.
- k. Government officials and civil servants of the Client's State are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Client's State, and they
 - i. are on leave of absence without pay, or have resigned or retired;
 - ii. are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring (in case of resignation or retirement, for a period of at least 6 (six) months, or the period established by statutory provisions applying to civil servants or government employees in the Borrower's country, whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant's Proposal.; and
 - iii. their hiring would not create a conflict of interest

1.2 Regulation for participation of Indian Associates of Foreign Principals³².

The foreign principal who desires to participate in this RFP process, with an Indian Agent/associate, their dealings shall be regulated. Foreign Principals and their Associates shall provide required declarations in Format provided at Annexure-B, Form-2: Declaration by Associates of Foreign Principals:

- (a) The name and address of the foreign principals, if any, indicating their nationality as well as their status, i.e., whether associates holding the Letter of Authority of the Principal authorizing them specifically to make an offer in India in response to Proposal either directly or through the representatives.
- (b) Such Associates shall provide self-attested documentary evidence about their identity, business details to establish that they are a Bonafide business and conform to regulations.
- (c) The Consultant/Foreign Principal must commit to submitting after the Financial Proposal opening, due to price-sensitive information, the Agreement between them, including the amount of commission/remuneration included in the price(s).
- (d) Confirmation on behalf of the foreign principals that the commission/remuneration, if any, reserved for Indian Associates in the quoted price(s), shall be paid by the Procuring Entity/Client in India in equivalent Indian Rupees on satisfactory completion of the Project.

³² This clause is to be shown as deleted if an international competitive procurement process is not adopted

- (e) Failure to furnish correct and detailed information shall render Foreign Principal's Proposal liable to be rejected as nonresponsive in addition to other punitive actions against the Foreign Principal and their Indian Associates.

1.3 The Consultant should have the following registrations:

- a. Registration under the applicable law for establishing their legal business identity,
- b. Active Registration under the Goods and Service Tax (GST) Act,
- c. Permanent Account Number (PAN) issued by the Board of Direct Taxes under the Income Tax Act,
- d. Registration under MSE policy of Uttarakhand, for getting benefits under this policy.

2. **Qualification Criteria**

2.1 The Consultant should establish their competence and capacity based on the following qualification criteria:

A. **Technical Capacity**

[The Consultant should establish their experience (the "Technical Capacity") as set out below:

- i. The Consultant should have undertaken at least [2 (two)] similar assignments (completed) over the past [5 (five)] years preceding the last date for submission of Proposals and should have rendered services satisfactorily during that period.

[For the purposes of this RFP, similar assignments shall mean the assignment relating to providing advisory/ consultancy assignments in respect of.....]³³

Note:

1. The Consultant should furnish the information of past experience in the prescribed format at Annexure C of Section V.

B. **Financial Capacity**

- i. The Consultant shall have received an average professional fee of [Rs.]³⁴ per annum from the consultancy services during last 3 (three) financial years preceding the last date for submission of Proposal (the "Financial Capacity").
- ii. Should have positive net worth in the last FY.

For the avoidance of doubt, professional fees hereunder refer to fees received by the Consultant for providing advisory or consultancy services to its clients, it does not include total contract value of a project.

Note:

1. Technical Capacity and Financial Capacity of parent/subsidiary/associate company(ies) of the Consultant [will/ will not]³⁵ be considered for the purpose of evaluation.
2. Year 1 will be the latest completed financial year, preceding the last date for submission of Proposals. Year 2 shall be the year immediately preceding Year 1 and so on. In case, the last date for submission of Proposals falls within six months of the close of the latest financial year, it shall ignore such financial year for the purposes of its Proposal and furnish all its information and certification with reference to the three years preceding beyond latest financial year.

³³ This provision may be suitable modified specific to the assignment/services for which this RFP is issued and proposals are invited.

³⁴ This amount may be fixed on a reasonable basis, generally at least equal to the value of the Consultancy.

³⁵ Retain whichever is allowed and applicable.

3. In case of Joint Venture, the Technical Capacity and the Financial Capacity of all the members shall be considered for the purpose of evaluation. The members can jointly substantiate their qualification criteria.
- 2.2 Proposals of only those Consultant who satisfy for the minimum Qualification criteria will be considered for further evaluation. If a Consultant does not fulfil the minimum Qualification criteria, the Consultant shall be disqualified. On such disqualification the Financial Proposal of such Consultant will not be opened and will not be considered for further evaluation.
- 2.3 Though the Consultant fulfils the above conditions, they are subject to be disqualified if they have made any misleading or false representation in the forms, statements, any attachments in proof of the requirements specified in the eligibility or qualification criteria etc., if it comes into the notice of client.
- 2.4 The Consultant should offer and make available all the Key Personnel (the “Key Personnel”) having the requisite qualification & experience and shall discharge their respective responsibilities as provided in the Data Sheet. If the CV of a Key personnel does not meet client’s expectation, the same shall be suitable replaced during negotiation stage within 15 days of notice given by client and only after written approval of the client (clause 27 of ITC)

SECTION IV: DATA SHEET

(To be reviewed and filled by the Client as per requirement)

Clause Reference of ITC	Details
1.1	The name of the Client is: The name, objectives and description of the Consultancy Services are: The method of selection is: - Quality and Cost Based Selection (QCBS)/ Least Cost Selection (LCS) with National/International competitive Bidding.
1.2	[Whether Electronic Reverse Auction (e-RA) is allowed/adopted? Yes ___ No ___] If the Proposal is subject to e-reverse auction process, the e-RA process shall be conducted as per rules/guidelines prescribed by the Government from time to time or as prescribed in the GEM portal (Government e-market place).
1.3	If The Assignment is phased: Yes / No . If yes, indicate the phasing
1.3	The Client envisages the need for continuity for downstream work: Yes ___ No ___ [If yes, outline in the Terms of Reference the scope, nature, and timing of future work and indicate here the manner in which this information will be factored in the evaluation]
3.1	The name(s), address(es), and telephone/numbers of the Client's Official(s) are:
3.2	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: [list or state "N/A" if none]
4.2, 1.1(f) of Section III	Joint Ventures/ Consortiums are allowed? Yes ___ No ___ <u>*Experience of both lead member and other member / only lead members shall be considered for evaluation purpose</u>
4.3	Sub-Contracting is allowed? [Yes, ___ % / No] (If 'Yes', not more than 50 percent depending upon type of works to be done)
6.2, 10.1 A (xv), 18.2	[The RFP documents may be downloaded free of cost from the E-Procurement Portal (www.uktenders.gov.in), or The Consultant is required to submit Demand Draft towards cost of RFP Document for an amount of [Rs.]³⁶ in favour of [] along with the Technical Proposal in the manner set out in Clause 10.1 A. The amount so furnished shall be non-refundable.]³⁷
8.1	The E-Procurement Portal provides for online clarification. Clarifications may be requested [Insert number] days before the submission date. A prospective Consultant requiring any clarification of the RFP Documents may notify the Client in writing through the E- Procurement Portal and/or by email to the mail id []. <u>The Client will respond in writing to any request for clarification received earlier than [] days prior to the last date and time for submission of Proposal.</u>
8.2	Pre- Proposal will be held on [time and date] at the address provided below:

³⁶ Cost of RFP Document shall be kept as deemed appropriate by the tender inviting authority.³⁷ Retain whichever is applicable.

	[Address/ Virtually] ³⁸																
9	Proposals should be submitted in the following language(s): [English/ Hindi] All supporting documents other than [English/ Hindi] language needs transcript/ translation provided they are accompanied by a self-certified accurate translation of the relevant passages in [English/ Hindi] language, in which case, for purposes of interpretation of the Contract, this translation shall																
10.1 B	The Estimated Project Cost to be considered shall be [Rs.] (inclusive/exclusive of taxes). [If inclusive, indicate tax estimates separately]																
10.2	(i) Training is an important feature of this Assignment: Yes ___ No ___ [If yes provide appropriate information] () Additional Information in the Technical Proposal includes:																
10.2 (ii)	(i) The estimated number of Key Personnel months required for the assignment is:																
10.2 (iv)	If not used, state "Not applicable". If used, insert the following: The Consultant's Proposal must include the minimum Key Experts' time-input of [-----] person-months. [For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time input (expressed in person-month) is calculated as follows: The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.]																
10.2(v)	The minimum required experience of proposed key Personnel is: <table border="1"> <thead> <tr> <th>Position</th><th>Educational Qualification</th><th>Number of years of professional experience</th><th>Specific expertise</th></tr> </thead> <tbody> <tr> <td>1.</td><td></td><td></td><td></td></tr> <tr> <td>2.</td><td></td><td></td><td></td></tr> <tr> <td>3.</td><td></td><td></td><td></td></tr> </tbody> </table>	Position	Educational Qualification	Number of years of professional experience	Specific expertise	1.				2.				3.			
Position	Educational Qualification	Number of years of professional experience	Specific expertise														
1.																	
2.																	
3.																	
10.2 (vii)	Reports which are part of the assignment must be written in the following language: [English/ Hindi]																
10.3 (b)	[A sample list is provided below for guidance. Items that are not applicable should be deleted, others may be added. If the Client wants to set up maximum ceilings for unit rates of certain type of expenses, such ceilings should be indicated in the FIN forms. i. a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services; ii. cost of travel by the most appropriate means of transport and the most direct practicable route; iii. cost of office accommodation, including overheads and back-stop support; iv. communications costs; v. cost of purchase or rent or freight of any equipment required to be provided by the Consultants; vi. cost of reports production (including printing) and delivering to the Client; vii. other allowances where applicable and provisional or fixed sums (if any)] viii. [insert relevant type of expenses, if any as applicable]																
10.3 (d)	A price adjustment provision applies to remuneration rates: Yes or No																

³⁸ Retain whichever is applicable.

	[Applies to all Time-Based contracts with a duration exceeding the Agreement Period. In exceptional circumstances, can also apply to Lump-Sum contracts assignments longer than the Agreement Period in duration with prior agreement with the Client.]
	[If “Yes”, it applies to local inflation]
10.3(e)	[Insert about responsibility of the Consultant and its Experts regarding meeting of tax liabilities arising out of the Contract]
11	[The currency of Financial Proposal is _____ and payment shall be quoted by the Consultant is entirely in _____]
12.1, 18.2	[The amount of EMD is Rs. ³⁹ _____ / [BID SECURING DECLARATION on Annexure K-Form 2 of this RFP Document.] ⁴⁰
12.2, 12.3	EMD should be in favour of [_____] and payable at [_____]
12.5	EMD payment option [Online Payments: i. Debit Card, ii. Credit Card, iii. Internet Banking iv. NEFT (National Electronic Fund Transfer) Offline Payments: i. Remittance at the Bank Counter using challan Note: The Client shall not take any responsibility for non-payment of EMD amount due to declaration of Bank Holiday. In such case the Consultant may use other alternative modes of payment. For further details regarding e-payment, please refer to the E- Procurement Portal.]
12.6	[BID SECURING DECLARATION along with supporting documents in the format provided at Annexure K-Form 2 of this RFP Document.] ⁴¹
13.1	Proposal must remain valid for [.....] days after the last date of submission i.e. until: [specify the exact date]
15.1	The Last [date] and [time] IST for receipt of Proposals in the E-Procurement Portal ⁴²
18.1	The Technical Proposal Document shall be opened first in the E-Procurement Portal at the [date] and [time] IST
22.2	The method to be used in case of LCS: [Min. technical score/ pass-fail] (For min. technical score, below is the broad criteria provided for guidance. The details should be as per the requirements of the consultancy and in accordance with the procurement Rules) The minimum technical score required to pass is: [normally 70-80] marks out of 100 marks Consultant whose Proposals are found to be responsive as specified in clause 21 and have fulfilled the qualification criteria specified in Clause 4.1 shall be given marks in accordance with the parameters set out below:

³⁹ The EMD should be fixed in accordance with the Procurement Rules and should be rounded off to the nearest thousands.

^{40, 41} The Consultant is required to submit the Bid Securing Declaration in the prescribed format only if specifically exempted by the Government from payment of EMD.

⁴² Procuring Entity shall ensure that adequate time is provided for the submission of Bids and minimum time is allowed from the time of publishing in E- Procurement Portal and the last date for submission of Bids.

	<u>Points⁴³</u>
(i)	Specific experience of the Consultant (as a firm) relevant to the Assignment: []
ii)	Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs): []
	<i>[Notes to Consultant: The Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts]</i>
(iii)	Key Experts' qualifications and competence for the Assignment:
	<i>[Notes to Consultant: each position number corresponds to the same for the Key Experts in Form Annexure-F to be prepared by the Consultant]</i>
	a) Position K-1: [Team Leader] [Insert points]
	b) Position K-2: [Insert position title] [Insert points]
	c) Position K-3: [Insert position title] [Insert points]
	<i>and so on</i>
	Total points for criterion (iii): []
	The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:
	1) General qualifications (general education, training, and experience): _____ <i>[insert weight between 10 and 20 %]</i>
	2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments): _____ <i>[insert weight between 60 and 80%]</i>
	3) <i>[If relevant to the task, add the 3d sub-criterion: Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.): _____</i> <i>[insert weight between 0 and 10 %]</i>
	Total weight: 100%
	(iv) Transfer of knowledge (training) program (relevance of approach and methodology):
	Total points for criterion (iv): []
(v)	Others (if any allowed under Procurement Rules) []
	Total points for the five criteria: 100

⁴³ Points to be fixed by the Client to suit the project requirements and in accordance with the range defined in the Procurement Rules.

24.1	Calculation of Technical and financial scores (For QCBS Only) The proposal with highest Technical marks (T_{max}) will be given a technical score of 100 points. The technical scores of other proposals will be computed as follows: $St = 100 \times T/T_{max}$ (In which, St is the Technical Score, T_{max} is the highest technical marks and T is technical marks of proposal under consideration.) The lowest Financial Proposal (F_{min}) will be given a financial score of 100 points. The financial scores of other proposals will be computed as follows $Sf = 100 \times F_{min}/F$ (In which, Sf is the Financial Score, F_{min} is the lowest price and F is the price offered in the proposal under consideration.) Proposals will finally be ranked according to their combined technical (St) and financial (Sf) scores as follows: The weights given to the Technical (T) and Financial (P) Proposals are: T = [Insert weight], and P = [Insert weight] Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight in % given to the Technical Proposal; P = the weight given in % to the Financial Proposal; such as $T + P = 100$) as following: $S = St \times T\% + Sf \times P\%.$ Where S is the combined score.
26.1	For the purpose of the evaluation, the Client will [.....] GST payable on consulting services.
27.1	The address for negotiations is: [.....]
27.7	Penalty imposed for replacement of key experts is as follows: [.....]
29.1	The Consultancy Agreement would be kept ready for execution in the office of Client within [days] following Letter of Acceptance and the Consultancy Agreement shall be signed by the Successful Consultant within [days] thereof.
29.3	Execution of the Consultancy Agreement by the client shall be within [..] days from the date of receipt of Performance Security Deposit.
29.4	Successful Consultant will sign the Consultancy Agreement and deliver it to the Client within [..] days from the date of receipt of the Consultancy Agreement from the Client.
29.4	The Assignment is expected to commence on [Date, Month, Year] at [Location]:
30.1	Performance security Deposit shall be furnished by the Successful Consultant within [.....] days after receipt of notification of award from the client.
30.1	Value of Performance Security shall be [Fill in the applicable percentage] of Order value/Consultancy Fee.
32.1	Appeal to the prescribed authority: If the aggrieved Consultant is not satisfied with the decision of the Client, then such Consultant may appeal to prescribed appellate authority in the manner set out in the Grievance Redressal Portal of Uttarakhand

SECTION V: FORMATS FOR SUBMISSION OF PROPOSALS

1. Technical Proposal – Standard Forms

- A. Technical Proposal Submission Form
- B. Details of the Consultant
- C. Consultant's Experience
- D. Financial capacity of the Consultant
- E. Description of approach, methodology and work plan for performing the assignment
- F. Team composition and task assignments.
- G. Format of Curriculum Vitae of proposed Key Personnel.
- H. Time Schedule for Professional Personnel
- I. Activity (work) schedule
- J. Power of Attorney for Signing of Proposal
- K. Earnest Money Deposit
 - a. Form 1- Bank Guarantee for EMD
 - b. Form 2- Bid Securing Declaration
- L. Format for undertaking regarding restrictions on procurement from a Consultant of a country which shares a land border with India
- M. Proposals submitted by a JV - Joint Venture Agreement
- N. Checklist of Documents to be submitted by the Consultant along with the Technical Proposal

2. Financial Proposal - Standard Form

- O. Form 1- Summary of Costs
- Form 2 -Breakdown of Costs and Reimbursable expenses

Annexure A – Technical Proposal Submission Form
(To be submitted on the letter head of the Consultant)

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

RFP Reference No. _____

To

[insert complete Name and address of Client]

Sub: [Proposal for Procurement of (Name of Consultancy Services) at]

1. “We, the undersigned, hereby submit our Proposal, in two parts under Single Stage E-Procurement system procedure comprising Two Electronic Documents, namely: (a) the Technical Part: Technical Proposal, and (b) the Financial Part: Financial Proposal.”
2. With reference to your RFP document dated _____. I/We, having examined the RFP Documents and have no reservations to the RFP Documents, including Addenda issued in accordance with Instructions to Consultants (ITC).
3. I/We certify that all information provided in the Proposal submitted by us are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.
4. I/We shall make available to the Client any additional information/clarification it may find necessary or require to supplement or authenticate the Proposal.
5. I/We acknowledge the right of the Client to reject our Proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/We declare that in the last 36 (thirty-six) months from the last date of submission, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by any procuring entity or by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any service or contract by any public authority nor have any contract terminated by any procuring entity for breach on our part.
7. We declare that we will abide by the ‘Code of Integrity of Public Procurement as set out in Uttarakhand Procurement Rules/ as specified in Clause 31 of the ITB. In case of transgression, our names are likely to be deleted from the list of registered consultants, besides any other penalty or more severe action as deemed fit that may be imposed by the Client.
8. I/We understand that you may cancel the selection process at any time and that you are not bound to accept any Proposal that you may receive.
9. I/We certify that we satisfy the Eligibility Criteria and Qualification Criteria as specified in Section III and meet(s) the requirements as specified in the RFP Document.
10. I/We certify that, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Service or which relates to a grave offence that outrages the moral sense of the community.
11. In the event of us being declared as the Successful Consultant, I/we agree to enter into an Agreement in accordance with the draft that has been provided by the Client. We agree not to seek any changes in the aforesaid draft Consultancy and agree to abide by the same.
12. I/We have studied all the RFP Documents carefully and also surveyed the site where the services are required to be provided. We understand that except to the extent as expressly set forth in the draft Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Client or in respect of any matter arising out of or relating to the selection process including the award of the Agreement.

13. I/We offer an Earnest Money Deposit of Rs. [] (Rupees Only) and Cost of RfP documents Rs. [] (Rupees Only) (if applicable) for the Services

for which we have submitted the Proposal (s) in accordance with the RFP Document.

OR

I/We are hereby exempted from payment of EMD. The Supporting documents to substantiate the exemption

along with the Bid Securing Declaration in the required manner is attached.⁴⁴

14. The documents comprising the Proposal, as specified in Clause 10.1 of the RFP Document, have been submitted in the manner set out in the RFP Document.
15. We, the undersigned, offer and agree to provide the aforementioned services in accordance with RFP Document dated [Date] for a Consultancy Fee as mentioned in our Financial Proposal.
16. The quoted Consultancy Fee is inclusive of the cost of remuneration of the personnel, support staff, communication, travel, boarding and lodging, food and maintenance activities and like all costs incurred by the Consultant in carrying out the Services.
17. The quoted Consultancy Fee shall be inclusive of all prevailing taxes, levies, cess, and applicable taxes, if any, as applicable, for all activities provided under this Proposal excluding GST. Tax Deductible at Source (TDS) at the prevailing rates from time to time shall be deducted from consultant bills as per applicable law, and quoted rates shall be deemed to include this.
18. The Consultancy Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP Document; draft Agreement, our own estimates of costs and revenues and after a careful assessment of the place where the services are required to be provided and all the conditions that may affect the provision of Services.
19. I / We confirm that our Financial Proposal is unconditional and that we accept all terms and conditions specified in the RFP Document.
20. I / We, the undersigned, offer to provide the above services in accordance with your RFP Document dated [Date], and our Proposal (Technical Proposal and Financial Proposal).
21. I / We hereby offer and agree to provide the aforementioned Service for a Service Fee/Consultancy Fee as provided by us in the E-Procurement Portal if we are the Successful Consultant for the aforementioned Service
22. I shall keep this offer valid for proposal validity period as specified in Clause 13.1 of the ITC and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
23. I/We confirm that if I/We are the successful Consultant shall within the period as indicted in the Data Sheet furnish the Performance Security Deposit in accordance with the Conditions of Consultancy Agreement.
24. I/We understand that this Proposal, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding agreement between us, until a formal Agreement is prepared and executed.
25. We have submitted our Proposal as a Joint Venture as permitted in the Data Sheet, and we declare and confirm that all partners of the joint venture shall be liable jointly and severally for the execution of the consultancy agreement in accordance with the consultancy agreement terms, in the event of award on us⁴⁵. I/We agree to abide by all the terms and conditions of this RFP Document

⁴⁴ Strikeout whichever provision is applicable.

⁴⁵ This declaration is applicable only if the Consultant is a Joint Venture if so permitted to submit the proposal as per RFP Document

26. I/We understand that you are not bound to accept the lowest or any Proposal you may receive.

In witness thereof, I/We submit this Proposal under and in accordance with the terms of the RFP document.

Yours Faithfully,

Date:

(Signature of the Authorised Signatory)

Place:

Name and seal of Consultant

ANNEXURE B - Details of the Consultant
(To be submitted on the letter head of the Consultant)

Form 1

1.
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Corporate Identity Number/ LLP Identification Number/ Proprietary Registration Number:
 - (d) Address of the office/corporate headquarters and its branch office(s), if any, in India:
 - (e) Address of the office/ corporate headquarters or its branch office(s), in Uttarakhand:
2. **Bank Details**
 - (a) Name of the Holder
 - (b) Bank Account No.
 - (c) Name of the Bank
 - (d) Branch Name
 - (e) IFSC Code
3. Brief description of the Consultant including details of its main lines of business and proposed role and responsibilities in these Services:
4. Details of individual(s) who will serve as the point of contact/communication for the Client:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
 - (h) Mobile:
5. Particulars of the Authorized Signatory of the Consultant:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
 - (h) Mobile:
6. A statement by the Consultant disclosing material non-performance or contractual non-compliance in past Assignment, contractual disputes and litigation/ arbitration during the last 36 (thirty-six) months from the last date of submission is given below (Specify only those where final awards is pending).

Year	Name of Work/ Assignment	Name of Client with Contact details	Contract No. and Date	Value of Contract in Rs.	Date Completed	Nature of Litigation

7. I / We confirm that all the registrations submitted are under operation presently and shall be used for all related activities.

Note:

Consultant shall fill in this Form in the format provided above. No alterations to its format shall be permitted.

SIGNATURE OF THE CONSULTANT WITH DATE AND OFFICIAL SEAL

(Name and Designation)

Duly authorized to sign the Proposal on behalf of

(Name & address of the Consultant and Seal)

Annexure B- Form 2- Declaration by Associates of Foreign Principals

If the Consultants is Foreign Principals than their Associates shall provide required declarations in the below format

Declaration by Associates of Foreign Principals

(Required only for Associates of Foreign Principals) ⁴⁶

(To be submitted on Consultant's Letter Head along with supporting documents, if any as part of Technical Proposal)

(Ref Section III of ITB)

Associate's Name _____

[Address and Contact Details]

Principal's Reference No. _____ Date _____

The Governor of Uttarakhand, through
Head of Procurement
Procurement Organisation

[Complete address of the Client]

Dear Sirs,

Ref. Your RFP Document No. /Tender No./ xxxx; RFP Title: CONSULTANCY SERVICES

1. We, _____, are a Bonafide business as per Indian Laws. We have been retained as agent/ associates by our foreign principals _____ (name and address of the principal) to associate with them for participation in this Procurement Process.
2. We understand that any failure or non-disclosures, or mis-declarations by us, shall be treated as a violation of the Code of Integrity. Our Proposals shall be liable to be rejected as nonresponsive, in addition to other punitive actions by the Client as per the RFP Document.
3. The required details as per ITB-clause 10.1.A (iii) are as follows.
 - a) Name of the Associate:
 - b) Documents regarding ownership pattern: as appropriate – Bye Laws/ Registration Certificate/ Memorandum of Association/ Power of Attorney/ Board Resolution.
 - c) Year of establishment.....
 - d) Sister Concerns.....
 - e) Corporate Identity No. (CIN):
 - f) Aadhar Card of Owner/ CEO/ Partner
 - g) PAN number:
 - h) Complete Postal Address:
 - i) Pin code/ ZIP code:
 - j) Telephone nos. (with country/ area codes):
 - k) Mobile Nos.: (with country/ area codes):
 - l) Contact persons/ Designation:
 - m) Email IDs:
 - n) Type of GST Registration (Registered, Unregistered, Composition, SEZ, RCM etc.):

⁴⁶ This may be deleted if international/ foreign Bidders are not allowed to participate in the Procurement Process.

- o) GSTIN number:in Consignor and Consignee States
- p) Registered office from where association services would be mainly provided for GST Purpose:
- q) Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts):

- 4. Our principals have authorized us to confirm that the commission/ remuneration, if any, to us under the Contract shall be paid in India, in equivalent Indian Rupees, on satisfactory completion of the Project or supplies of Goods and Spares.
- 5. We enclose herewith: as appropriate, our -----Bye-Laws/ Registration Certificate/ Memorandum of Association/ Power of Attorney/ Board Resolution

Yours faithfully,

.....

.....

[signature with date, name, and designation]
for and on behalf of M/S.....
[name & address of the foreign Principals and seal of company]

DA: 1. As above

ANNEXURE C - Consultant Experience

(To be submitted on the letter head of the Consultant)

Relevant Services Carried Out in the Last [Five] Years That Best Illustrate Qualifications
(Refer Section III of the RFP Document)

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:	Country:
Location within Country:	Key Personnel Provided by Your Firm/entity(profiles):
Name of Client:	No. of Staff:
Address:	No. of Staff-Months; duration of assignment:
Start Date (Month/Year): Completion Date (Month/Year):	Approx. Value of Services (Rs.):
Name of Associated Consultants, if any:	No. of Staff Months provided by Associated Consultants:
Name of Senior Personnel (Project Director/Coordinator, Team Leader) involved and functions performed:	
Narrative Description of Assignment:	
Description of Actual Services Provided by Your Personnel:	

General Instructions:

1. The experience cited must comply with the eligibility criteria specified in Section III and Data sheet.
2. Along with the above format and information, the Proposals for demonstrating the qualification criteria as provided in Section III of the ITC is required to submit the supporting documentary proofs as provided at **Annexure N for above details:**
3. The list above is indicative only, Consultants may attach more documents if required to showcase its past performance.
4. In case the Consultant is registered outside India. For conversion of US Dollars to Rupees, the rate of conversion shall be the rate prevailing as on the date of issue of RFP Document. In case of any other currency, the same shall first be converted to US Dollars as on the date of issue of RFP Document, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.
5. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.
6. The Consultants is required to submit a Certificate from the Statutory Auditor for Technical Capacity of the Consultant as provided in the format below

Format for Certificate from Statutory Auditor for Qualification Criteria of the Consultant
(To be submitted on the Letterhead of the Statutory Auditor)

TO WHOMSOEVER IT MAY CONCERN

We have verified the relevant statutory and other records of M/s _____ [Name of the **Consultant**], and certify that M/s _____ [Name of the **Consultant**] has provided/undertaken the assignment _____ [Name of the Assignment] for _____ [Name of the Client]. The said assignment was undertaken for the period from _____ to _____ and have received a total Consultancy Fee of Rs. _____.

This certificate is being issued to be produced before [Name of the Client], for the [“Procurement of Consultancy Services for _____”].

Seal and Signature of the Statutory Auditor clearly
indicating his/her membership number
as well as UDIN number

Date:

Place:

Note:

It may be noted that in the absence of any detail from the certificates, the information would be considered inadequate and could lead to exclusion of the relevant service in evaluation of experience criteria. The statutory auditor should clearly indicate the membership number assigned by the Institute of Chartered Accountants of India or equivalent organisation abroad.

ANNEXURE D –Financial Capacity of the Consultant
(Refer Section III of the RFP Document)

<u>S. No.</u>	<u>Financial Year</u>	<u>Professional Fees</u> <u>(Rs.)</u>	<u>Net worth- last Fin. Year</u>
<u>1</u>			
<u>2</u>			
<u>3</u>			

Certificate from the Statutory Auditor⁴⁷

This is to certify that.....(name of the Consultant) has received the payments shown above against the respective years as professional fees from the consultancy services.

This certificate is being issued to be produced before [Name of the Client], for the [“Procurement of Consultancy Services for _____”].

Name of the audit firm:

Registration No. of the Firm:

Seal of the audit firm

Date:

Signature, name and designation of the authorised signatory)
as well as UDIN number

Note:

1. The Consultant should provide details of its own Financial Capacity duly certified by its Statutory Auditor.
2. In case the Consultant is registered outside India, the financial capacity as certified by the statutory auditor residing outside India may be submitted. However, for conversion of US Dollars to Rupees, the rate of conversion shall be the rate prevailing as on the date of issue of RFP Document. In the case of any other currency, the same shall first be converted to US Dollars as on the date of issue of RFP Document, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

⁴⁷ In case the Consultant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Consultant.

ANNEXURE E - DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

(Refer Section III of the RFP document)

A description of the approach, methodology, and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal}

- a) **Technical Approach, Methodology, and Organization of the Consultant's team.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TORs in here.}
- b) **Work Plan and Staffing.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) **Comments (on the TOR and on counterpart staff and facilities)**
{Your suggestions should be concise and to the point, and incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}

ANNEXURE F- Team composition and Task assignments

(Refer to Section III of the RFP Document)

(To be submitted on the letter head of the Consultant)

[Key Personnel]

Sl. No.	Name	Position	Task
1.			
2.			
3.			

2. Non-Key Personnel (not to be considered for evaluation purpose)

Sl. No.	Name	Position	Task
1.			
2.			

ANNEXURE G - Format of Curriculum Vitae of Proposed Key Personnel
(Refer to Clause 10.1 of the ITC)

Name of Consultant: _____
 Name of Personnel: _____
 Profession: _____
 Date of Birth: _____ Contact Number _____
 Address of Personnel _____
 Years with Firm/Entity: _____ Nationality: _____
 Membership in Professional Societies: _____
 Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of Personnel 's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and Client references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal or blacklisting by the Client. I also certify that I have not submitted my CV, for this assignment, to any other firm.

Date:

[Signature of Personnel]

Day/Month/Year

Notes:

1. Use separate form for each Key Personnel
2. Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorized Representative of the Consultant firm along with the seal of the firm.

ANNEXURE H – Time Schedule for Key Personnel
(Refer to Section III of the RFP Document)

Sl. No.	Name	Position	Location	Experts Input (in person per month) per each Deliverable				Total Time inputs (in months)
				D-1	D-2	D-3	D-4	
1.			Home					
			Field					
3.								
4.								

Signature: _____

Note:

The Schedule should be for the period of completion of assignment

(Authorized Representative)

Full Name: _____

Title: _____

Address: _____

ANNEXURE I– Activity (work) schedule

(Refer to Section III of the RFP Document)

A. Field Investigation and Study Items:

Sl. No.	Deliverable	Month-wise Program (in form of Bar Chart) ++ <i>[1st, 2nd, etc. are months from the start of assignment]</i>											
		1st	2nd	3rd	4th	5 th	6th	7th	8th	9th	10th	11th	12th

++ The Program should be period of completion of assignment.

B. Completion and Submission of Reports

Report*	Programme: (Date)
1. Concept Report/Inception Report	
2. Draft Report	
3. Final Report	

* **MODIFY AS REQUIRED FOR THE ASSIGNMENT.**

ANNEXURE J – Power of Attorney for Signing of Proposal

Form 1

(To be submitted on 100 rupees Non-Judicial Stamp Paper)

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 “Proposal for Procurement of Consultancy Services for _____”, proposed by the [Name of the Client] (the “Client”) including but not limited to signing and submission of all applications, Proposals and other documents and writings, participate in Consultant’s and other conferences and providing information/responses to the Client, representing us in all matters before the Client, signing and execution of all contracts including the Consultancy Agreement and undertakings consequent to acceptance of our Proposal, and generally dealing with the Client in all matters in connection with or relating to or arising out of our Proposal for the said Service and/or upon award thereof to us and/or till the entering into the Consultancy Agreement with the Client.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully 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 OF _____, 20**.

For _____
(Signature)
(Name, Title and Address)

Witnesses:

Accepted [Notarised]
(Signature)
(Name, Title and Address of the Attorney)

Notes:

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.

Also, wherever required, the Consultant 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 Consultant.

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 Consultant 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 Appostille certificate.

ANNEXURE J

Form 2- Power of Attorney for Lead Member of Consortium

(To be submitted on 100 rupees Non-Judicial Stamp Paper)

Whereas the [Name of the Procuring Authority] (the “Client”) has invited Proposals from interested parties for “Procurement of Consultancy Service viz., _____ ” (the “**Consultancy Services**”).

Whereas, _____, _____, and _____ (collectively the “Consortium”) being Members of the Consortium are interested in providing Consultancy Service in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the procurement of Consultancy Service, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and the Client to do for and on behalf of the Consortium, all acts, Contracts and things as may be necessary in connection with the Consortium’s submit proposal for the Consultancy Service.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____, M/s. _____ having our registered office at _____, and _____ having our registered office at _____, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/S _____ having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the procurement process and, in the event the Consortium is awarded to us, during the provision of Consultancy Service and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, Contracts or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its proposal[s] for the Assignment, including but not limited to signing and submission of all applications, proposals and other documents and writings, participate in procurement and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of proposal of the Consortium and generally to represent the Consortium in all its dealings with the Client, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s proposal[s] for provision of Consultancy Service and/ or upon award thereof till the Consultancy Agreement is entered into with the Client.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, Agreements and things lawfully 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, Agreements 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/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ [YEAR]

For _____ (Signature) _____ (Name & Title)
For _____ (Signature) _____ (Name & Title)
For _____ (Signature) _____ (Name & Title)

Witnesses:

.....

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

- *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.*
- *Wherever required, the Consultant should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Consultant.*
- *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 the Consultants 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 Apostille certificate.*

ANNEXURE K: Earnest Money Deposit
Form 1- Bank Guarantee for EMD⁴⁸
(Refer Clauses 12.3 of the RFP Document)

B.G. No.

Dated:

- 1 In consideration of you, *****, having its office at *****, (hereinafter referred to as the "Client", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Proposal of (a registered under the,) and having its registered office at (hereinafter referred to as the "Consultant" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for (hereinafter referred to as "the Assignment") pursuant to the RFP Document dated issued in respect of the Project and other related documents including without limitation the draft Consultancy agreement (hereinafter collectively referred to as "RFP Documents"), we (Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the "Bank"), at the request of the Consultant, do hereby in terms of Clause 1 2.4 and 2.19 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFP Documents by the said Consultant and irrevocably, unconditionally and on non-transferable basis undertake to pay forthwith to the Client an amount of Rs. ***** (Rupees ***** only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Consultant if the Consultant shall fail to fulfil or comply with all or any of the terms and conditions contained
- 2 Any such written demand made by the Client stating that the Consultant is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the RFP Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Consultant or any other person and irrespective of whether the claim of the Client is disputed by the Consultant or not, merely on the first demand from the Client stating that the amount claimed is due to the Client by reason of failure of the Consultant to fulfil and comply with the terms and conditions contained in the RFP Documents including failure of the said Consultant to keep its Proposal open during the Proposal validity period as set forth in the said RFP Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. ***** (Rupees ***** only).
4. This Guarantee shall be irrevocable and remain in full force for a period of 45 (forty five) days beyond the validity of the Proposal or for such extended period as may be mutually agreed between the Client and the Consultant, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Client shall be the sole judge to decide as to whether the Consultant is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the RFP Documents including, *inter alia*, the failure of the Consultant to keep its Proposal open during the Proposal validity period set forth in the said RFP Documents, and the decision of the Client that the Consultant is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other Client.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Consultant or the Bank or any absorption, merger or amalgamation of the Consultant or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Client shall be entitled to treat the Bank as the principal debtor. The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFP Documents or to extend time for submission of the Proposals or the Proposal validity period or the period for conveying acceptance of Letter of Award by the Consultant or the period for fulfilment and

⁴⁸ Form 1 is required to be furnished if the Consultant is required to furnish EMD in the form of Bank Guarantee.

compliance with all or any of the terms and conditions contained in the said RFP Documents by the said Consultant or to postpone for any time and from time to time any of the powers exercisable by it against the said Consultant and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFP Documents or the securities available to the Client, and the Bank shall not be released from its liability under these presents by any exercise by the Client of the liberty with reference to the matters aforesaid or by reason of time being given to the said Consultant or any other forbearance, act or omission on the part of the Client or any indulgence by the Client to the said Consultant or by any change in the constitution of the Client or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Client to proceed against the said Consultant before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Client may have obtained from the said Consultant or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Client in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** (Rupees ***** only). The Bank shall be liable to pay the said amount or any part thereof only if the Client serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [insert date falling (equal to validity period of EMD) days after the last date for submission of Proposal].

Signed and Delivered by Bank

By the hand of Mr./Ms., its and authorized official.

(Signature of the Authorised Signatory)
(Official Seal)

ANNEXURE K: Form 2- Bid Securing Declaration
(Refer Clauses 12.6 and to be submitted on the letterhead of the Consultant)

Consultants' S Name _____
[Address and Contact Details]
Consultant's Reference No. _____

Date.....

To
[Head of Procurement
Procuring Entity
[Complete address of the Procuring Entity]

Ref: RFP Document No. RFP No./ xxxx; RFP Title: Consultancy Services for [_____]

Sir/ Madam

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this RFP Document, the Proposal must be supported by a BID SECURING DECLARATION in lieu of EMD.

We unconditionally accept the conditions of this BID SECURING DECLARATION. We understand that we shall stand automatically suspended from being eligible for participating in any Proposal in Procuring Entity for 2 years from the date of opening of this Proposal if we breach our obligation(s) under the Proposal conditions if we:

1. withdraw/ amend/ impair/ derogate, in any respect, from our Proposal, within the Proposal validity period; or
2. being notified within the Proposal validity of the acceptance of our Proposal by the Procuring Entity:
 - a. refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the RFP Document.
 - b. Fail or refuse to sign the contract.

We know that this BID SECURING DECLARATION shall expire if the contract is not awarded to us, upon:

1. receipt by us of your notification of cancellation of the entire procurement process or rejection of all Proposals or of the name of the successful Consultant or
2. forty-five days after the expiration of the Proposal validity period or any extension to it.

(Signature with date)

(Name and designation)

Duly authorized to sign Proposal for and on behalf of.....

[name & address of Consultant and seal of company]

Dated on day of..... [insert date of signing]

Place.....[insert place of signing]

DA:

ANNEXURE L: Format for Undertaking Regarding Restrictions on Procurement from a Consultant of a Country which shares a Land Border with India
(To be submitted on the letterhead of the Consultant)

[Date] _____
FROM: (Name of Entity) _____

TO: (Name and Address of the Client)

Dear Sir:

Subject: Undertaking Regarding Restrictions on Procurement from A Consultant of a Country Which Shares a Land Border with India

I have read the clause regarding restrictions on procurement from a Consultant of a country which shares a land border with India; or bidder having Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India. I certify that this consultant is neither from such a country nor has ToT arrangement with an entity from such a country or, if from such a country, has been registered with the Competent Authority. I certify that this Consultant is from _____ country. I hereby certify that this Consultant fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"

Yours Faithfully,

Authorized Signature:

Name and Title of Signatory:

Name of the Consultant :

ANNEXURE M: Joint Venture Agreement

[Proposals submitted by only a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Consultant shall be signed by all members and submitted with the Proposal]

ANNEXURE N: Checklist of Documents to be submitted by the Consultant along with the Technical Proposal*(Refer Section III of the RFP Document)*

Sl No	Reference Clause	Heading	Documentary Proofs	Submitted YES/NO	Page no
1.	10.1 A of ITC	First Electronic Document – Part 1- Technical Proposal documents	Annexure A, B, C, D, E, H, I, J, K, L, M and Demand Draft for payment of RFP Document fee along with supporting documents to substantiate the same		
2.	10.1 B of ITC	Second Electronic Document – Part 2- Financial Proposal documents	Annexure O		
3.	Section III	Statement of not been debarred or removed from empanelled/registered list by the Procuring Entity/ Purchaser	Furnish a Notorised stamp paper of value Rs 100/- to this effect.		
4.	Section III	Legal Status of the Consultant	a. Furnish a copy of the Registration Certificate along with copy of PAN and the IT returns for the last 36 months preceding the last date for submission of Proposals as a proof of identity. b. Members of the Joint Venture shall enter into a binding Joint Bidding Agreement for the purpose of submitting the proposal which shall include a brief description of the roles and responsibilities of individual members, particularly with reference to financial and technical obligations, if any		
5.	Section III	Qualification Criteria Demonstration – Consultant References	Furnish a copy of the following documents a) Copy of completion certificate from the client for satisfactory performance and Certificate from a Statutory Auditor in the format provided at Annexure C		
6.	Section III	Qualification Criteria Demonstration – Key Personnel Experience	Copies of Curriculum Vitae of Proposed Key Personnel proposed position in the format prescribed at Annexure G. Self-Attested- Supporting documents in the form of experience letters and educational degree certificates shall also be submitted for all proposed Key Personnel		

7.	Section III	Qualification Criteria Demonstration – Financial Capacity of the Consultant	• Certificate(s) from Statutory Auditors stating total revenues from professional fees during each of the past three financial years. • In the event that the Consultant does not have a statutory auditor, it shall Provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Consultant.		
8.	12 of ITC	EMD	• Certificate for exemption/Bid Securing Declaration/ Bank guarantee(scanned copy)/E-Bank Guarantee etc. whichever is applicable.		
	Section III- 1.3	List of Registrations	• Registration under the applicable law for establishing their legal identity • Active Registration under the Goods and Service Tax (GST) [& last submitted return as proof of submission of dues] • Permanent Account Number (PAN) issued by the Board of Direct Taxes under the Income Tax Act, 1961 • Registration for MSE issued by authority under MSE Policy for Uttarakhand/MSE issued by Authority under MSE policy of Uttarakhand.		

**ANNEXURE O: FINANCIAL PROPOSAL
FORM 1- SUMMARY OF COSTS**

Item No.	Description ⁴⁹	Amount (Rs.)
A.	PERSONNEL COSTS	
I	Remuneration for Professional Personnel (inclusive of all personal allowances)	
II	Remuneration for Support Personnel (inclusive of all personal allowances)	
B. III	REIMBURSEMENT EXPENSES	
	TOTAL Consultancy Fee [inclusive/exclusive of GST]- Lumpsum	
	[Estimated Project Cost]⁵⁰	
	[Consultancy Fee as Percentage of Estimated Project Cost]⁵¹	

Note:

1. Estimate of Costs for Item A I, to A II shall be as per Form-2.
2. Expenses in Item A II shall not exceed 15% (fifteen per cent) of the total Cost under Item A.
3. No escalation on any account will be payable on the above amounts.
4. Payments will be made as per stipulations of the Special Conditions of Consultancy. The break-up of cost as given in form-2 is to facilitate assessment of reasonableness of costs and for determining remuneration for additional services.
5. The Consultancy Fee shall be fixed and firm for the duration of the Consultancy Agreement, except as adjusted in accordance with the Consultancy Agreement, if applicable.
6. The Consultancy Fee shall be quoted in the manner indicated in the Instructions to Consultant in the RFP Documents. For each item, the Consultant shall complete each appropriate column in this Form-2, and giving the price breakdown as indicated in the Form-2. Fees given in the Forms against each item shall be for the scope covered by that item as detailed in the ToR or elsewhere in the RFP Documents.
7. When requested by the Client for the purposes of making payments or part payments, valuing changes or evaluating claims, or for such other purposes as the Client may reasonably require, the Consultant shall provide the Client with a breakdown of any composite or lump sum items included in the Forms.

**ANNEXURE O: FINANCIAL PROPOSAL
FORM 2- BREAKDOWN OF COSTS**

I. REMUNERATION FOR PROFESSIONAL PERSONNEL

No.	Position	Name	Person-month Remuneration Rate (Rs.)	Time Input in Person-Months	Amount (Rs)
1.					
2.					
3.					
4.					
Subtotal					

⁴⁹ Modify the items as appropriate for the Consultancy Assignment depending on type of contract.

⁵⁰ Retain this only if the Consultant is required to quote the consultancy fee as a percentage of estimated Project Cost

⁵¹ Retain this proviso only if the Consultant is required to quote the consultancy fee as a percentage of estimated Project Cost

II. REMUNERATION FOR SUPPORT PERSONNEL

No.	Position	Name	Person-month Remuneration Rate (Rs.)	Time Input in Person-Months	Amount(Rs)
1.					
2.					
3.					
				Total :	

III. REIMBURSEMENT EXPENSES

No.	Particular	Time Input in Month	Amount(Rs)
1.	Office Rent		
2.	Office Consumables like stationery, communication etc		
3.	Office Furniture and Equipment (Rental)		
4.			
		Total :	

SECTION VI: TERMS OF REFERENCES

Terms of Reference should normally contain the following sections:

1. Background
2. Concise statement of objectives
3. Details of the tasks to be carried out

Besides other details following may also be indicated:

- a) [indicate if downstream work is required]
 - b) [indicate if training is a specific component of the assignment]
 - c) [Note to Client: If the scope of services of the consultant includes design of structural elements (such as existing or new buildings, roads, bridges, penstocks, power stations, power transmission and distribution systems and dams), specify applicable requirements that shall be taken into account in the design, consistent with national legal requirements, the Environmental, Health and Safety Guidelines (EHSG) and other Good National/ International Industry Practice (GIIP). This may include, as appropriate: (i) taking into account climate change considerations in the structural design; (ii) incorporating any mandatory requirements on accessibility of national laws or regulations into the design of new buildings and structures; (iii) where technically and financially feasible, applying any additional measures needed to meet the universal accessibility requirements (i.e. unimpeded access for people of all ages and abilities in different situations and under various circumstances, as set out in GIIP) in the design of new buildings and structures ; (iv) any applicable requirements for certification or approval by competent authorities or professionals; and (iv) requirements on safety of dams.]
 - d) [Include the following if the proposed consulting services contract has been assessed to present potential or actual cyber security risks: Manage cyber security risks related to the proposed consulting services]
 - e) Any other works/services as per site requirement.
4. Client's Input and Counterpart Personnel
 - a) Services, facilities and property to be made available to the Consultant by the Client:
_____ [list/specify]
 - b) Professional and support counterpart personnel to be assigned by the Client to the Consultant's team:
_____ [list/specify]
5. Reporting Requirements and Time Schedule for Deliverables
[At a minimum, list the following:
 - a) format, frequency, and contents of reports;
 - b) number of copies, and requirements to electronic submission (or on CD ROM). Final reports shall be delivered in CD ROM in addition to the specified number of hard copies;
 - c) dates of submission;
 - d) persons (indicate names, titles, submission address) to receive them; etc.]

[Include the following if the proposed consulting services contract has been assessed to present potential or actual cyber security risks.]

- a) The Consultant shall:
- b) include, in periodic progress reports, status of compliance to cyber security risk management and any foreseeable cyber security risk mitigation;
- c) immediately notify the Client of any cyber security risks related to the consulting services contract.

6. Composition of review committee to monitor consultant work
7. Procedure for review of progress reports, inception, status, final draft and final reports
8. Team Composition & Qualification Requirements for the Key Experts/ professional (and any other requirements which will be used for evaluating the Key Experts/ professional as per RFP Document)
 - b) [If the scope of services of the consultant includes design of structural elements, specify appropriate experience and qualifications needed to ensure that the design will be carried out by competent professionals.]
 - c) [If the proposed consulting services contract has been assessed to present potential or actual cyber security risks, the Consultant must be required to demonstrate relevant experience in this field among its proposed Key Experts/ professional (either by one or more of those experts possessing this additional experience or otherwise by proposing cyber security expert/s as appropriate.)]

FORM AND CONDITIONS OF CONSULTANCY AGREEMENT

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SECTION VII: FORM OF CONSULTANCY AGREEMENT

This CONSULTANCY AGREEMENT (hereinafter called the "Agreement") is made on the [Number] day of the month of [Month], [year], between, on the one hand, [name of the client] (hereinafter called the "Client") and, on the other hand, [name of the 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")"]⁵²

WHEREAS

- a. The Client has invited the Consultant to provide Consultancy services as defined in this Consultancy Agreement (hereinafter called the "Services");
- b. the Consultant, having represented to the Client that they have the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Agreement for [a _____ percentage of Estimated Project Cost (in words) totaling to]⁵³ a sum of Rs. _____ (Rupees _____ Only) (hereinafter called as the "Consultancy Fee");

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following conditions and documents in the indicated order of precedence (higher to lower) herein below shall be deemed to form and be read and construed an integral part of this Agreement irrespective of whether these are not appended/ referred to in it. Any generic reference to 'Agreement shall imply reference to all these documents as well:
 - a. Consultancy Agreement including Conditions of Contract (i) The General Conditions of Consultancy ("GCC"), the Special Conditions of Consultancy ("SCC") and the following Appendices thereto at Section X:

Appendix A:	Description of Services
Appendix B:	Reporting Requirements
Appendix C:	Key Personnel
Appendix D:	Services and Facilities to be provided by the Client
Appendix E:	Breakdown of Consultancy Fee
Appendix F:	Performance Security Deposit
Appendix G:	Notification of Award and Letter of Acceptance
Appendix H:	Any modification, addendum, Pre-Proposal meeting proceedings
Appendix I:	Undertaking for Confidentiality
 - b. Letter of Acceptance;
 - c. Record Notes/ Minutes/ confirmations of specific agreements pursuant to post proposal discussions/ clarifications (in case of any ambiguity or conflict amongst the specific agreements the latest dated specific agreement shall prevail);
 - d. Consultant's completed Proposal Forms submitted with the Technical Proposal

[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix.]

2. In the event of any ambiguity or conflict between the Consultancy Documents listed above, the order of precedence shall be the order in which the Consultancy Documents are listed in Clause 1 above.
3. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Agreement, in particular:
 - a. The Consultant shall carry out the Services in accordance with the provisions of the Agreement; and

⁵² To be deleted, if not applicable

⁵³ To be deleted where the consultancy fee is quoted in in the form of amount and not as a percentage of estimated project cost.

b. the Client shall make payments to the Consultant in accordance with the provisions of the Agreement.

*Any additional clause may be inserted in the public/administrative/work/project interest during the signing of the contract.

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

FOR AND ON BEHALF OF [GOVERNOR OF UTTARAKHAND] By (Signature and Designation of the Authorized Representative of the Client)	FOR AND ON BEHALF OF [NAME OF CONSULTANT OR Name of a Joint Venture] By (Signature and Designation of the Authorized Representative of the Consultant)
--	--

[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]

SECTION VIII: GENERAL CONDITIONS OF CONSULTANCY AGREEMENT (GCC)

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms wherever used in this Agreement have the following interpretation as specified:

- (a) **"Applicable Law"** means the laws and any other instruments having the force of law in India supplemented by the law and regulations of State of Uttarakhand, as they may be issued and in force from time to time;
- (b) **"Agreement"** means the Agreement signed by the Parties, to which these General Conditions of Consultancy (GCC) are attached, together with all the documents listed in Clause 1 of such signed Agreement;
- (c) **"Consultancy Fee"** means the fee to be paid for the full and proper performance of the Services, in accordance with Clause 6.2;
- (d) **"Confidential Information"** shall have the meaning set forth in Clause 3.5;
- (e) **"Conflict of Interest"** shall have the meaning set forth in Clause 3.4;
- (f) **"Dispute"** shall have the meaning set forth in Clause 9.2;
- (g) **"Effective Date"** means the date on which this Agreement comes into force and effect pursuant to Clause GCC 2.1
- (h) **"GCC"** means these General Conditions of Consultancy;
- (i) **"Government"** means, Government of Uttarakhand;
- (j) **"Member"**, in case the Consultant consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; 'Member in Charge' means the entity specified in the SCC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Agreement.
- (k) **"Party"** means the Client or the Consultant, as the case may be, and Parties means both of them;
- (l) **"Personnel"** means persons hired by the Consultant as employees and assigned to the performance of the Services or any part thereof; and 'key personnel' means the personnel referred to in Clause GCC 4.2 (a);
- (m) **"Performance Security"** (includes the terms 'Performance Bank Guarantee' or "E-Bank Guarantee" or demand draft or fixed deposit receipt or other specified financial instruments in specific contexts, means a monetary guarantee to be furnished by the successful Consultant in the form prescribed for the due performance of this Agreement;
- (n) **"SCC"** means the Special Conditions of Consultancy by which these General Conditions of Consultancy may be amended or supplemented

- (o) "Services" means the services to be provided by the Consultant in pursuant to this Agreement as described in Appendix A;
- (p) "Site" means the place of Service mentioned in the SCC;
- (q) "State" means the State of Uttarakhand,
- (r) "Third Party" means any person or entity other than the Government, the Client and the Consultant.

1.2 Interpretation of Clauses

In the Consultancy Agreement, except where the context requires otherwise,

- (a) words indicating one gender include all genders;
- (b) words indicating the singular also include the plural and words indicating the plural also include the singular and, words unless specifically defined, have their normal meaning under the language of the Consultancy Agreement;
- (c) provisions including the word "agree," "agreed," or "agreement" require the agreement to be record in writing;
- (d) the word "tender" is synonymous with "Proposal," "tenderer" with "Consultant," and "tender documents" with "RFP Documents";
- (e) the word 'approved' means approved in writing, including subsequent written confirmation of previous verbal approval and 'approval' means approval in writing, including as aforesaid
- (f) "written" or "in writing" means handwritten, typewritten, printed or electronically made, and resulting in a permanent record;
- (g) "person" means a natural person, any form of business organization, incorporated or not, or any other legal entity, including but not limited to a company, a corporation, limited liability partnership, partnership, or proprietorship organization;
- (h) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one entity/ firm where one member has the authority to conduct all business for and on behalf of any and all the members/ partners of the JV, and where the members/ partners of the JV are jointly and severally liable to Purchaser for the performance of the Consultancy Agreement;
- (i) the marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions;
- (j) wherever it is mentioned in the Consultancy Agreement that the Consultant shall perform certain work or provide certain facilities or services, it is understood that the Consultant shall do so at his cost and the Consultancy Fee shall be deemed to have included the cost of such performances and provisions so mentioned;
- (k) in case the word 'Consultant' is used in connection with or in relation to the Consultancy Agreement, it shall have the same meaning as "Consultant"; and
- (l) in case the word 'Employer' is used in connection with or in relation to the it shall have the same meaning as " Client" .

1.3 Relationship between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Client and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Key Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.4 Governing Law

The Agreement shall be governed by and interpreted in accordance with the laws of the Client's State, unless otherwise specified in the SCC.

1.5 Language

This Agreement has been executed in English/ Hindi language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation or correspondences pertaining to this Agreement. If supporting documents are in a language other than English or Hindi, they must be accompanied by a self-certified accurate translation of the relevant parts into English/ Hindi. The Consultant shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Consultant.

1.6 Notices

1.6.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt.

1.6.2 A notice shall be effective from the date of delivery or on the notice’s effective date, whichever is later. In case of electronic mode of communication, a notice shall be effective from the time of sending of the electronic communication or as specified in SCC.

1.7 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Uttarakhand or elsewhere, as the Client shall inform.

1.8 Authorized Representatives

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

1.9 Taxes and Duties

The Consultant and their Personnel/Staffs shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Consultancy Fee.

1.10 Authority of Member in Charge

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

1.11 Joint Venture, Consortium or Association

If the Consultant is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Client for the fulfillment of the provisions of the Agreement and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Client.

2. Commencement, Completion, Modification and termination of Agreement

2.1 Effectiveness of Agreement

This Agreement shall come into effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

2.2 Commencement of Services

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

2.3 Expiration of Agreement

Unless terminated earlier pursuant to Clause 2.7, this Agreement shall expire at the end of such time period after the Effective Date as is specified in the SCC.

2.4 Modification

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services or of the Consultancy Fee, shall only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition

- a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Agreement impossible or so impractical as to be considered impossible under the circumstances. Such events may include but not limited to acts of the Client either in its sovereign or agreement capacity, war, hostilities, acts of the public enemy, sabotage, riots, civil disorder, earthquake, floods, fire, explosion, storm, revolution, epidemic outbreak, quarantine restrictions and freight embargoes, strikes, lockouts or other industrial action (except where such strikes, lockouts or industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party 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 Agreement, and avoid or overcome in the carrying out its obligations hereunder.
- c) Force Majeure shall be notified by the Client to the Consultant
- d) Force Majeure shall not include insufficiency funds or failure to make any payment required hereunder.

2.5.2 No Breach of Agreement

The failure of a Party to fulfil any of its obligations under the Agreement shall not be considered to be a breach of, or default under this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Agreement, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Measures to be taken

- a) Measures to be taken in the event of Force Majeure shall be as follows;
 - i. 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 remove its inability to fulfil its obligations hereunder and minimise the consequences of any event of Force Majeure.
 - ii. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- b) 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 9.

2.5.4 Extension of Time

Any period within which a Party shall, pursuant to this Agreement, 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 without any cost escalation and without imposition of liquidated Damage.

2.5.5 Consultation

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.6 Show Cause Notice

The Client may write a show cause notice to the Consultant, if the Consultant fail to perform any of their obligations under this Agreement, 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) days after receipt by the Consultant of such show cause notice.

2.7 Termination

2.7.1 By the Client

The Client may terminate this Agreement, by giving a written notice of termination to the Consultant and a reasonable time as specified in SCC, to be given after the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause 2.7.1 duly mentioning the date of effect of termination:

- a. the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a show cause notice pursuant to Clause 2.7 hereinabove;
- b. if the Consultant (or any of their members) become insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- c. the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9.2 hereof;
- d. if, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- e. If the Consultant is a company being wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager.
- f. If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 4.
- g. If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

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

2.7.3 By the Consultant

The Consultant may terminate this Agreement, by giving a 'written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.3:

- a) if the Client fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 8 hereof within a reasonable time as specified in SCC after receiving written notice from the Consultant that such payment is overdue;
- b) If the Client is in material breach of its obligations pursuant to this Agreement and has not remedied the same within a reasonable time as specified in SCC (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;
- c) if, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- d) the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

2.7.4 Cessation of Rights and Obligations

Upon termination of this Agreement pursuant to Clause GCC 2.7, or upon expiration of this Agreement pursuant to Clause GCC 2.3, all rights and obligations of the Parties hereunder shall cease, except:

- i. such rights and obligations as may have accrued on the date of termination or expiration;
- ii. the obligation of confidentiality set forth in Clause GCC 3.5 hereof;
- iii. the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.9, as relate to the Consultant's Services provided under this Agreement;
- iv. any right which a Party may have under the law applicable in Uttarakhand.

2.7.5 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses GCC 2.7.1 or GCC 2.7.3 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 GCC 3.11 and GCC 3.12.

2.7.6 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.7.1 or 2.7.3, the Client shall make the following payments to the Consultant:

- a. Remuneration and Reimbursement pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination; and
- b. in the case of termination pursuant to paragraphs (d) to (g) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Agreement, including the cost of the return travel of the Key Personnel.

2.7.7 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause GCC 2.7.1, or in Clause GCC 2.7.3 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause GCC 8 hereof, and this Agreement 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 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 techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with third parties. The Consultant shall employ and provide such qualified and experienced Key Personnel's as are required to carry out the Services.

3.2 Description of Services

The scope of services to be performed by the Consultant is specified in the Description of Services (the "Services") at Appendix A of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

3.3 Applicable Laws

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that all Personnels of the Consultant, comply with the Applicable Laws.

3.4 Conflict of Interests

3.4.1 The Consultant shall not have a Conflict of Interest as per the Uttarakhand Procurement Rules and any breach hereof shall constitute a breach of the Agreement.

3.4.2 Consultant and Affiliates Not to engage in certain Activities

The Consultant agree that, during the term of this Agreement and after its termination, the Consultant and their affiliates, as well as any of its affiliates, shall be debarred from providing goods, works or services (other than the Services and any continuation thereof) for any assignment resulting from or closely related to the Services or as specified in SCC.

3.4.3 The Consultant shall provide professional, objective, and impartial services and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.

3.5 Confidentiality

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. An undertaking by the Consultant to fulfil the obligations under this clause is provided at **Appendix I**.

3.6 Liability of the Consultant

- a. The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.
- b. The Consultant shall, subject to the limitation specified in Clause 3.6 (c), be liable to the Client for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.
- c. The Parties hereto agree that in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Client's property, shall not be liable to the Client:
 - i) for any indirect or consequential loss or damage; and
 - ii) for any direct loss or damage that exceeds (a) the Consultancy Fee set forth in Clause 6.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.6 (c), whichever of (a) or (b) is higher.
- d. This limitation of liability specified in Clause 3.6 (c) shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the Consultancy Fee.

3.7 Insurance to Be Taken out by the Consultant

The Consultant (a) shall take out and maintain in the joint name of the Client and the Consultant, on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SCC or any applicable law including Labour Laws; and (b) 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 have been paid. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.

3.8 Consultants' 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. appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel"), and
- b. any other action that may be specified in the SCC.

3.9 Accounting, Inspection and Auditing

- a. The Consultant 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 charges and cost;
- b. 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.

3.10 Reporting Obligations

The Consultant shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.11 Documents Prepared by the Consultant to Be the Property of the Client

- a. All plans, drawings, specifications, designs, reports and other documents and software (collectively referred to as “**Consultancy Documents**”) submitted by the Consultant in accordance with Clause 3.10 shall become and remain the property of the Client, and all intellectual property rights in such Consultancy.
- b. Consultancy Documents shall vest with the Client. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Client under law, shall automatically stand assigned to the Client as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Client may deem necessary to secure its rights herein assigned by the Consultant.
- c. The Consultant shall, not later than upon termination or expiration of this Agreement, deliver all such Consultancy Documents to the Client, together with a detailed inventory thereof.
- d. The Consultant shall hold the Client harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as ‘claims’) which may arise from or due to any unauthorized use of such Consultancy Documents, or due to any breach or failure on part of the Consultant to perform any of its duties or obligations in relation to securing the aforementioned rights of the Client.

3.12 Equipment and Materials Furnished by the Client

Equipment and materials made available to the Consultant by the Client or purchased by the Consultant with funds provided by the Client shall be the property of the Client and shall be marked accordingly and maintained properly. Upon termination or expiration of this Agreement, the Consultant shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client’s instructions. While in possession of such equipment and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.

3.13 Providing access to Project Office and Personnel

The Consultant shall ensure that the Client, and officials of the Client having authority from the Client, are provided unrestricted access to the Project Office and to all Personnel during office hours. The Client’s official, who has been authorised by the Client in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction. Description of project office shall be as specified in SCC

3.14 Accuracy of Documents

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of

these services. Subject to the provisions of Clause 3.6, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.

4. Consultants' Personnel

4.1 Description of Personnel

- a) The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The estimate of Personnel costs and man-day rates are specified in Appendix C of this Agreement.
- b) 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 the Appendix of the Agreement may be increased by agreement in writing between the Client and the Consultant, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Consultancy Fee set forth in Clause 6. 2.

4.2 Approval of Key Personnel

- a. The Key Personnel listed in Appendix C of the Agreement are hereby approved by the Client. No other Key Personnel shall be engaged without prior approval of the Client.

4.3 Removal and/or Replacement of Personnel

- a. The Client expects all the Key Personnel to be available during implementation of the Assignment. Substitution of Key Personnel can be allowed in compelling or unavoidable situations only and substitute shall be of equivalent or higher credentials to the satisfaction of the Client. Such substitution may ordinarily be limited to not more than 30% of the total Key Personnel.
- b. If the Consultant hereafter proposes to replace any person as Key Personnel, it shall submit to the Client its proposal along with a CV of such person which is equal or better in terms of required qualification. The Client may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Client's consideration.
- c. Replacement of first Key Personnels will be subject to reductions of the remuneration payable to the original Key Personnels as prescribed in the Data Sheet.⁵⁴
- d. Any substitution beyond 30% of the total Key Personnel may lead to disqualification of the Consultant or termination of the Agreement. The Consultant shall provide a substitute within [14] working days.
- e. Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Consultant or termination of the Agreement
- f. If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have 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.
- g. The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

4.4 Working Hours, Overtime, Leave, etc.

- a. Working hours and holidays for Consultant's Personnel are set forth in Appendix C.

⁵⁴ In case more substitutions are permissible than the overall 30% limit, Client may formulate a suitable mechanism following the given logic, which should be specified in the RFP Document.

- b. The Consultant Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C hereto, and except as specified in such Appendix, the Consultancy Fee shall be deemed to cover these items. Leave by Personnel shall be subject to the prior approval of the Consultant, who shall ensure that absence for leave purposes will not affect the continuity of Services.

5. Obligations of the Client

5.1 Assistance and Exemptions

Unless otherwise specified in the SCC, the Client shall:

- a. issue to officials, agents and representatives of the clients all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- b. assist the Consultant and the Personnel employed by the Consultant for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;
- c. provide to the Consultant and Personnel any such other assistance as may be specified in the SCC.

5.2 Access to Project Site

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.

5.3 Services and Facilities

The Client shall make available to the Consultant and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D.

5.4 General Obligations

- 5.3.1 The Client shall grant in a timely manner all such approvals, permissions and authorizations which the Consultant may require or is obliged to seek from Client under this Agreement, in connection with provision of Services and the performance of its obligations.

- 5.3.2 The Client shall make timely payment to the account of the Consultant in the manner stated in the SCC.

5.4 Payment

In consideration of the Services performed by the Consultant under this Agreement, the Client shall make payments to the Consultant for the deliverables specified in Appendix A and in such manner as is provided in Clause 6 of this Agreement.

6. Payment to the Consultant:

6.1 Lump Sum Remuneration

The Consultant's total payment shall not exceed the Consultancy Fee and shall be a fixed lump sum including all staff costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.4, the Consultancy Fee may only be increased above the amounts stated in clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.5.

6.2 Consultancy Fee

- a) The Consultancy Fee is fixed and is set forth in the SCC. The Consultancy Fee breakdown is provided in Appendix E.
- b) Any change to the Consultancy Fee specified in this Clause can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 2.5 and have amended in writing the Terms of Reference in Appendix A.

6.3 Mode of Billing and Payment

- a) The payments under this Agreement shall be made on time-based manner or in lump-sum instalments against deliverables specified in Appendix A. The payments will be made according to the payment schedule stated in the SCC.
- b) The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum instalment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. An interest shall be paid to the Consultant for each day of delay at the rate stated in the SCC.
- c) The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. An interest shall be paid to the Consultant for each day of delay at the rate stated in the SCC.
- d) All payments under this Agreement shall be made to the account of the Consultant specified in the SCC.

6.4 Remuneration and Reimbursable Expenses⁵⁵

- 6.4.1 The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.
- 6.4.2 All payments shall be at the rates set forth in Appendix C and Appendix D.
- 6.4.3 Unless the SCC provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.
- 6.4.4 The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in Appendix B, and (iii) any other items as specified in the SCC.

⁵⁵ Applicable in case of Time-based Contract.



6.4.5 Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable remuneration rates and allowances are known.

6.4.6 As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.

6.4.7 The Client shall pay the Consultant's invoices within sixty (60) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.

7. Performance Security Deposit, Liquidated Damages and Penalties

7.1 Performance Security Deposit

7.1.1 The Client shall retain by way of performance security (the "**Performance Security**"), an amount as specified in SCC, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2 herein. The balance remaining out of the Performance Security shall be returned to the Consultant without any interest no later than 60 days after the expiration of this Agreement pursuant to Clause 2.4 hereof.

7.1.2 The Consultant may, in lieu of retention of the amounts as referred to in Clause 7.1.1 above, furnish a Bank Guarantee substantially in the form specified at Appendix F of this Agreement.

7.2 Liquidated Damages

7.2.1 Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Client in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum amount as stated in the SCC.

7.2.2 Liquidated damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount as stated in the SCC shall be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

8. Fairness and good faith

8.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realisation of the objectives of this Agreement

8.2 Operation of the Agreement

The Parties recognise that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement 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 failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. Settlement of Disputes

9.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or its interpretation.

9.2 Dispute Settlement

- a. Any dispute between the Parties as to matters arising pursuant to this Agreement that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SCC.
- b. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by Arbitration.
- c. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

9.3 Notwithstanding any reference to arbitration herein,

- (a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

10. Closure of Agreement

10.1 No claim Certificate and Release of Agreement Securities

After mutual reconciliations of outstanding payments and assets on either side, the Consultant shall submit a 'No-claim certificate' to the Client requesting the release of its contractual securities, if any. The Client shall release the contractual securities without any interest if no outstanding obligation, asset or payments are due from the Consultant. The Consultant shall not be entitled to make any claim whatsoever against the Client under or arising out of this Agreement, nor shall the Client entertain or consider any such claim, if made by the Consultant, after Consultant have signed a "No Claim" Certificate in favour of the Client. The Consultant shall be debarred from disputing the correctness of the items covered by the "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

10.2 Closure of Agreement

The Agreement shall stand closed upon:

- 1) Successful performance of all obligation by both parties, including completion of defect liability obligations and final payment.
- 2) Termination and settlements after that, if any, as per clause 2.7.1 and 2.7.5 above.

SECTION IX: SPECIAL CONDITIONS OF CONSULTANCY AGREEMENT (GCC)

(To be reviewed and updated by Client)

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

GCC 1.1 (j)	The Member in Charge is
GCC 1.1 (p)	Place of Service is
GCC 1.6.1	The address of Client is:
	Client :
	Address :
	Telex :
	E-mail :
	The address of Consultant are:
	Consultant :
	Address :
	Telex :
	E-mail :
GCC 1.6.2	Notice shall be deemed to be effective as follows: (a) in the case of personal delivery or registered mail, on delivery; (b) in the case of e-mail, 24 hours following confirmed transmission;
GCC 1.8	The Authorized Representatives are:
	For the Client :
	Telex :
	E-mail :
	For the Consultant :
	Telex :
	E-mail :
GCC 1.10	The Authority of Member in Charge is:
GCC 2.1	If there are no effectiveness conditions, state "N/A"
	OR List here any conditions of effectiveness of the Agreement The effectiveness conditions are the following: [insert "N/A" or list the conditions]
GCC 2.2	The time period for commencement of Service shall be _____ days [e.g. 10 days or any other appropriate date or such other time period as the parties may agree in writing]
	Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.

GCC 2.3	The period for expiry of Agreement shall be [Note: Fill in the period for which agreement is executed, e.g., twenty-four (24) months]
GCC 2.7.1	The Client shall give a [30-60 days] written notice to the Consultant for termination of Services
GCC 2.7.3	The Consultant shall be a [30- 60 days] written notice to the Client for termination of Services
GCC 3.4	The list of Conflicting activities that are prohibited are:] ⁵⁶
GCC 3.7	The risks and the coverages shall be: • Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Consultant or their Personnel or their Personnel, for the period of Consultancy; • Third Party liability insurance, with a minimum coverage for Rs. ⁵⁷ for the period of Consultancy; • Client's liability and workers' compensation insurance in respect of the Personnel of the Consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; • Professional liability insurance, with a minimum coverage equal to total Consultancy Fee for this consultancy; and • Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Agreement, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services. [Note: Fill in the blanks and delete what is not applicable]
GCC 3.11	The Consultant shall not use these documents for purposes unrelated to this Agreement without the prior written approval of the Client.]
GCC 3.13	[In case of PMU's or services which require the consultant's team to be stationed in Uttarakhand: The Consultant must have a project office in Uttarakhand or agree to open the same within one month of accepting this agreement in Uttarakhand State at _____ place]
GCC 5.1	List any assistance to be provided to the Consultant and Personnel by Client: Note: List here any changes or additions to Clause GCC 5.1. If there are no such changes or additions, delete this Clause from the SCC.]

⁵⁶ To be provided by the Client before issue of this RFP.

⁵⁷ Third Party liability insurance, with a minimum coverage of 10% of the Consultancy Fee per occurrence with a limit of maximum payable for three occurrences at all times.

GCC 6.2	The amount of Consultancy Fee is Rs.____ (in words).												
GCC 6.3	Payments shall be made according to the following schedule (indicative only): [For lump-sum contracts: Payment of instalment shall be linked to the deliverables specified in the Terms of Reference in Appendix A. <table><tr><td>S. No.</td><td>Deliverable Name</td><td>% of total Contract price</td></tr><tr><td>1</td><td>Inception</td><td></td></tr><tr><td>2</td><td>Draft Report</td><td></td></tr><tr><td>3</td><td>Final Report</td><td></td></tr></table> Total sum of all instalments shall not exceed the Consultancy Fee set out in SCC 6.2.] [For time-based contracts: Payment shall be made to the Consultant on monthly/quarterly basis and will depend on the submission of Monthly/Quarterly Progress Report, attendance records of key and non-key personnels stationed at Clients office and any reimbursable expenses] All payment under this Agreement shall be made to the following account: [Provide details of Consultant’s account for depositingthe consultancy fee]	S. No.	Deliverable Name	% of total Contract price	1	Inception		2	Draft Report		3	Final Report	
S. No.	Deliverable Name	% of total Contract price											
1	Inception												
2	Draft Report												
3	Final Report												
GCC 6.3 b	The interest payable by client to consultant on delay of payments shall be ____% per annum.												
GCC 6.4.3	Price adjustment on the remuneration [insert “applies” or “does not apply”] [If the Contract is less than 18 months, price adjustment does not apply. A price adjustment provision on the remuneration for foreign and/or local inflation may be included, where the contract has duration of more than 18 months or if the assignment exceeds the original agreement period. The adjustment should be made every 12 months after the date of the contract for remuneration in foreign currency and – except if there is very high inflation in the Client’s country, in which case more frequent adjustments should be provided for – at the same intervals for remuneration in local currency. Remuneration in foreign currency should be adjusted by using the relevant index for salaries in the country of the respective foreign currency (which normally is the country of the Consultant) and remuneration in local currency by using the corresponding index for the Client’s country. A sample provision is provided below for guidance:												

	Payment for remuneration made in [foreign and/or local] currency shall be adjusted as follows: (1) Remuneration paid in foreign currency on the basis of the rates set forth in Appendix C shall be adjusted every 12 months (and, the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Contract Effectiveness date) by applying the following formula: $R_f = R_{f0} \times I_f / I_{f0} \text{ or } \{ \text{or } R_f = R_{f0} \times [0.1 + 0.9 I_f / I_{f0}] \}$ where R_f is the adjusted remuneration; R_{f0} is the remuneration payable on the basis of the remuneration rates (Appendix C) in foreign currency; I_f is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect; and I_{f0} is the official index for salaries in the country of the foreign currency for the month of the date of the Contract. The Consultant shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to I_f and I_{f0} in the adjustment formula for remuneration paid in foreign currency: [Insert the name, source institution, and necessary identifying characteristics of the index for foreign currency, e.g. "Consumer Price Index for all Urban Consumers (CPI-U), not seasonally adjusted; U.S. Department of Labor, Bureau of Labor Statistics"] [(2) Remuneration paid in local currency pursuant to the rates set forth in Appendices C to E shall be adjusted every [insert number] months (and, for the first time, with effect for the remuneration earned in the [insert number] the calendar month after the date of the Contract) by applying the following formula: $R_l = R_{l0} \times I_l / I_{l0}$ Where, R_l is the adjusted remuneration; R_{l0} is the remuneration payable on the basis of the remuneration rates in local currency; I_l is the official index for salaries in the Client's country for the first month for which the adjustment is to have effect; and I_{l0} is the official index for salaries in the Client's country for the month of the date of the Contract. The Client shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to I_l and I_{l0} in the adjustment formula for remuneration paid in local currency: [Insert the name, source institution, and necessary identifying characteristics of the index for foreign currency]
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	[(3) Any part of the remuneration that is paid in a currency different from the currency of the official index for salaries used in the adjustment formula, shall be adjusted by a correction factor X_0/X. X_0 is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the date of the contract. X is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the first day of the first month for which the adjustment is supposed to have effect.]
GCC 6.4.4	Other Items to be covered under remunerations: [_____],
GCC 6.4.6	[Delete this Clause SCC 6.4.6 if the Consultant shall have to submit its itemized statements monthly. Otherwise, the following text can be used to indicate the required intervals: The Consultant shall submit to the Client itemized statements at time intervals of.....[e.g. "every quarter", "every six months", "every two weeks", etc.].
GCC 7.1	The Performance Security amount shall be Rs. [____] (Rupees [_____] only).
GCC 7.2	Liquidated damages shall be [<i>insert: number</i>] percent of the Consultancy Fee per [day/ week] subject to a maximum of 10% of the Consultancy Fee.
GCC 9.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 9.2(c) shall be as follows:⁵⁸ 1. Contracts with Consultant in India a. In case of Dispute or difference arising between the Client and a Consultant relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. Firstly, the parties may invoke conciliation, but in case of disagreement on conciliation they may go for arbitration. The arbitral tribunal shall consist of 3 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 upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act 1996. b. If one of the parties fails to appoint its arbitrator in pursuance of sub clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the appointment of the Arbitrator shall be made in accordance with the provisions of the Arbitration and Conciliation

⁵⁸ The RfP document should contain one clause to be retained in the event of a Contract with a foreign Consultant and one clause to be retained in the event of a Contract with a Consultant who is a national of the Client's. At the time of finalizing the Contract, the respective applicable clause should be retained in the Contract

- c. The venue of Arbitration shall be Dehradun and the language of the arbitration proceedings and that of all councils and communications between the parties shall be Hindi or English.
- d. The decision of the majority of arbitrators shall be final and binding upon parties. The cost and expenses of Arbitration proceedings will be regulated by the G.O. of Uttarakhand. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- e. The provisions of the Arbitration and Conciliation Act of 1996 along with the Rules herewith and any statutory modification or reenactment thereof shall apply to arbitration proceedings.

2. Contract with foreign Consultant:

For contracts entered into with foreign Consultant, International commercial arbitration may have practical advantages over other dispute settlement methods. Among the rules to govern the arbitration proceedings, the Client may wish to consider the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976, the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC), the Rules of the London Court of International Arbitration or the Rules of Arbitration Institute of the Stockholm Chamber of Commerce.

If the Client chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted:

GCC 9.2 (c)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.

If the Client chooses the Rules of ICC, the following sample clause should be inserted:

GCC 9.2 (c)—All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.

If the Client chooses the Rules of Arbitration Institute of Stockholm Chamber of Commerce, the following sample clause should be inserted:

GCC 9.2 (c)—Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.

If the Client chooses the Rules of the London Court of International Arbitration, the following clause should be inserted:

GCC 9.2 (c)—Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference to this clause.

SECTION X: APPENDICES

Appendix A: Description of the Services⁵⁹

[Give detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Client, etc. This schedule is required to be in line with the Terms of Reference]

Appendix B: Reporting Requirements

[List format, frequency, contents of reports and number of copies; persons to receive them; dates of submission, etc. If no reports are to be submitted, state here "Not applicable"]

Appendix C: List of Key Personnel/Staff

[List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications. Experience of Key Personnel to be assigned to work, and Personnel-months for each.

Working Hours

- a. Personnel posted by the Consultant have to work for a minimum time of [____] Hours⁶⁰. Normally they are expected to be present from [____ AM - ____ PM]. (applicable for time-based contracts)
- b. If need arises the Consultant shall have to work in extended hours including Sundays and holidays also.

Appendix D: Services and Facilities to be provided by the Client

[List here under: Services, facilities and property to be made available to the Consultant by the Client.]

Appendix E: Breakdown of Consultancy Fee

[Reproduce the Financial Proposal submitted by the selected Consultant]

List here the elements of cost used to arrive at the breakdown of the Consultancy Fee:

1. Monthly rates for local Personnel (Key Personnel and other Personnel)
2. Expenditures relating to Travel, boarding and lodging, setting up of project office etc.

This appendix will exclusively be used for determining remuneration for additional services.

⁵⁹ In this Appendix, the Authority shall provide detailed descriptions of the Services; dates for completion of various tasks, place of performance for different tasks; specific tasks to be undertaken by the Consultant. The details provided in this Appendix are only for reference and would require to be modified by the Authority based on requirement under the Tender.

⁶⁰ The working hours are required to be filled by the Client before issue of the RFP Document.

APPENDIX F: Form of Bank Guarantee for Performance Security Deposit
(Reference SCC Clause 7 of Agreement)
(PROFORMA OF BANK GUARANTEE)⁶¹

To

_____ [name of Client]
_____ [address of Client]

WHEREAS _____ [name and address of Consultant] (hereafter called the "Consultant") has undertaken, in pursuance of Letter of Acceptance (LOA) No. _____ Dated _____ for _____ [name of the Services] (hereinafter called the "Services").

AND WHEREAS the Agreement requires the Consultant to furnish an {Performance Security/ Additional Performance Security} for due and faithful performance of its obligations, under and in accordance with the Agreement, during the {Agreement Period} in a sum of Rs. cr. (Rupees crore) (the "Guarantee Amount"⁶²).

AND WHEREAS we, through our branch at (the "Bank") have agreed to furnish this Bank Guarantee (hereinafter called the "Guarantee") by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally, irrevocably and on non-transferable basis guarantees the due and faithful performance of the Consultant's obligations during the {Agreement Period} under and in accordance with the Agreement, and agrees and undertakes to pay to the Client, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Consultant, such sum or sums up to an aggregate sum of the Guarantee Amount as the Client shall claim, without the Client being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Client, under the hand of an officer not below the rank of [_____], that the Consultant has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Client shall be the sole judge as to whether the Consultant is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Consultant is in default shall be final and binding on the Bank, notwithstanding any differences between the Client and the Consultant, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Consultant for any reason whatsoever.

3. In order to give effect to this Guarantee, the Client shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Consultant and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

4. It shall not be necessary, and the Bank hereby waives any necessity, for the Client to proceed against the Consultant before presenting to the Bank its demand under this Guarantee.

5. The Client shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Consultant contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Client against the Consultant, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Client, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Client of the liberty with reference to the matters aforesaid or by reason of time being given to the Consultant or any other forbearance, indulgence, act or omission on the part of the Client or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

⁶¹ To be issued by a Scheduled Bank in India and from Bengaluru branch only

⁶² Guarantee Amount for Performance Security and Additional Performance Security shall be calculated as per Contract.

6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Client in respect of or relating to the Agreement or for the fulfillment, compliance and/or performance of all or any of the obligations of the Consultant under the Agreement.

7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Client on the Bank under this Guarantee all rights of the Client under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8. The Guarantee shall cease to be in force and effect on ****\$. Unless a demand or claim under this Guarantee is made in writing before expiry of the Guarantee, the Bank shall be discharged from its liabilities hereunder.

9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Client in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Client that the envelope was so posted shall be conclusive.

11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Client pursuant to the provisions of the Agreement.

12. This Guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

Signed and sealed this day of....., 20.....at

SIGNED, SEALED AND DELIVERED

.....

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

APPENDIX G: Notification of Award and Letter of Acceptance

To: _____

Sub: Letter of acceptance for contract no: [insert contract number] and contract title: [insert contract title]

Dear Sir/ Madam

This is to notify you that your Proposal dated _____ for execution of the _____ for the Contract Price/Consultancy Fee in the aggregate of _____, as corrected and modified in accordance with the Instructions to Consultants is hereby accepted.

You are requested to (i) furnish the Performance Security of [insert amount of Rupees in words] by [insert date] and (ii) execute necessary agreement within [____] days from the date of issue of this letter in the enclosed agreement form. This notification concludes the legally binding contract between you and [insert name of Client], till issue of a formal contract.

Yours truly,

Authorized Signature: ____

Name and Title of Signatory: ____

Name of Client: _

Attachment: Contract Agreement.

APPENDIX H: Any Modification, Addendum, Pre- Proposal Meeting Proceeding

RfP No.				
Date and time of Pre-bid meeting				
S.No.	Section, Clause No, Page No.	Description as per RFP document	Query raised	Remarks / Clarification/ Modification made

APPENDIX I: Undertaking for Confidentiality

The Consultant thereby undertakes and agrees to keep the documents/ information received by it from the Client for performing the services secret and strictly confidential and 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 except in the following cases where the confidential information:-

- i. is already known to the Consultant as of the date of the disclosure thereof;
- ii. becomes publicly available
- iii. is required to be disclosed under applicable laws and regulations or by Governmental order, legal process; and
- iv. is acquired from a third party that represents that it has the right to disseminate such information.

This obligation of confidentiality will extend up to a period of [in number (in words) months/years] after expiry or termination of this Agreement.