



REQUEST FOR PROPOSALS

FOR

RECRUITMENT OF PROJECT MANAGEMENT CONSULTANT (PMC)

UNDER AIZAWL SMART CITY LIMITED

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SECTION 1

LETTER OF INVITATION

The undersigned, on behalf of the Competent Authority, hereby invites Proposals from established and reputed Consulting firms with Annual Turn Over of not less than **Rs. 6 Crore** for appointment as Project Management Consultant (PMC) under Aizawl Smart City Limited. The interested parties may purchase the RFP document by paying a fee of **Rs. 2500** and submit Proposal consisting of Technical Proposals and Financial Proposals as per the Request for Proposals (RFP) enclosed herewith. Proposal should be accompanied by an Earnest Money Deposit amounting to **Rs. 6,00,000/-** (Rupees six lakh) only in the form of DD/ Bank Guarantee drawn in favour of the Chief Executive Officer, Aizawl Smart City Ltd.

The proposals must be accompanied by a covering letter in a prescribed format. Both the envelopes (technical and financial bids) should be put in one bigger envelope. Interested agencies should submit their proposals on or before **23rd June 2023 at 4 Pm.** to the Office of the Chief Executive Office with address indicated below:

Name: Office of the Chief Executive Office
Address: Urban Resource Centre, MINECO,
Email ID: smartcityaizawl@gmail.com

The Proposals may be sent by registered post or courier or dropped in the tender box at the aforesaid address. The time and the date of receipt of the proposal shall apply in all cases and the proposals received beyond the stipulated time will be summarily rejected.

Request for Proposals (RFP) can also be had from the office of Chief Executive Officer (CEO), Aizawl Smart City Limited (ASCL), MINECO, Aizawl during office hours on all working or from the website: Aizawlsmartcity.mizoram.gov.in

The RFP includes the following documents:

Section 1 - Letter of Invitation
Section 2 - Instructions to Consultants (including Appendix)
Section 3 - Technical Proposal – Submission Form
Section 4 - Financial Proposal - Submission Form
Section 5 - Terms of Reference
Section 6 – Draft Contract Agreement

Pre-proposal Conference, for interest consultant, may be held on **8th June 2023 at 1: 00 Pm.**

Sd/-
(C.C. LALCHHUANGKIMA)
Chief Executive Officer

Copy to:

1. Office Notice Board

SECTION 2

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Section 2. Instructions to Consultants

- 1. Definitions**
 - (a) “ASCL” means Aizawl Smart City Limited.
 - (b) “RFP” means Request for Proposals.
 - (c) “TOR” means Terms of Reference.
 - (d) “PMC” means Project Management Consultant
- 2. Introduction**
 - 2.1 The Aizawl Smart City Limited, will select a consulting firm/organization (the Consultant) for PMC from the firms shortlisted by the Finance Department Government of Mizoram
 - 2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment named in the TOR. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
 - 2.3 Consultants should familiarize themselves with local conditions relevant to the Services and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference to be held on **8th June 2023 at 1: 00 Pm**. Attending the pre-proposal conference is optional.
- 3. Proposal Validity**
 - 3.1 The Proposals must be valid for 60 days after the dateline date for submission of Proposals. During this period, Consultants shall maintain the availability of experts nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise; however, the Client may request Consultants to extend the validity period of their proposals. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.
- 4. Conflict of Interest**
 - 4.1 Agencies and / or persons having "Conflict of Interest" will not be eligible to be an PMC or be a part of the PMC's team. Without limitation on the generality of the foregoing, Consultants shall not be recruited under the Conflict of Interest set forth below:
 - (a) Any firm / agency, engaged either as a main consultant, service provider or a sub-consultant, either

- in project preparation, supervision, or implementation of work indicated at Section 5, 'Scope of Service', of this RFP is not eligible for the role as PMC.
- (b) Any firm / agency, engaged either as a main Contractor or Sub-Contractor under Aizawl Smart City Limited (ASCL) is not eligible for the role as PMC.
- 5. Eligibility of Consultants**
- 5.1 Consultants having the following minimum qualifications shall be eligible for PMC:
- Consultants should have been in existence, having experience in the field of design, supervision and implementation of infrastructure projects such as road & bridge, housing etc. for more than three years
- 6. Clarification of RFP Documents**
- 6.1 Consultants may request a clarification of any of the RFP documents within 14 days of issuance of this RFP. Any request for clarification must be sent in writing, or by standard electronic means to the Client.
- 7. Amendment of RFP Documents**
- 7.1 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means.
- 8. Language**
- 8.1 The Proposal, as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the English language.
- 9. General Consideration**
- 9.1 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Consultants whose proposals do not respond to the requirements of the documents comprising the RFP may fail to meet the minimum qualifying score.
- 10. Specific Consideration**
- 10.1 The total time input (express in person months) for Expert is 132 and for Support Staff is 48. The estimated total cost of the assignment is **Rs 3.07 crore** (including Rs. **17,63,100/-** Provisional Sum, **Rs 7,00,000/-** Contingency and **18% CST** – Please refer to Section 4, Financial Proposal Submission form). This estimate is indicative and proposal shall be based on the Consultant's own estimates for the same.
- 11. Proof of Legal Status**
- 11.1 Prior to signing of contract agreement, the selected Consultant will be required to submit its proof of legal status i.e., certificate of incorporation (or registration, in the case of a partnership or joint venture) establishing the Consultant's status to conduct or transact business as a legal entity.
- 12. Technical Proposal**
- 12.1 The Technical Proposal shall provide the information indicated in Section 3 of this RFP. The Technical Proposal submission forms

Format and Content	as indicated below are available at Section 3 of this RFP
	<ul style="list-style-type: none"> (i) Technical Proposal Submission form (Form TECH-1). (ii) A brief description of the Consultants' organization in (Form TECH-2) (iii) An outline of recent experience of the Consultants on assignments of a similar nature (Form TECH-3) (iv) Team Composition (Form TECH-4) (v) CVs of the experts signed by the experts themselves or by the authorized representative submitting the proposal in (Form TECH-5) (vi) Audited Financial Statement (TECH-6)
	12.2 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial details will be declared non responsive.
13. Financial Proposals	13.1 The Consultant shall submit a hard copy of the Financial Proposal using the attached forms in Section 4. The Client shall read the Hard Copy during the public opening of Financial Proposals.
14. Earnest Money Deposit (EMD)	<p>14.1 Earnest Money Deposit (EMD)</p> <ul style="list-style-type: none"> i. An EMD amounting to Rs. 6,00,000/- (Rupees six lakh) only in the form of DD/ Bank Guaranteed drawn in favour of the Employer (Aizawl Smart City Ltd.) and payable at Aizawl City, must be submitted along with the Proposal. ii. Validity of EMD shall be 90 days iii. Proposals not accompanied by EMD shall be rejected as non-responsive. iv. No interest shall be payable by the Employer for the sum deposited as earnest money deposit. iv The EMD of the unsuccessful bidders would be returned back as early as possible after signing of the contract. <p>14.2 The EMD shall be forfeited by the Employer in the following events:</p> <ul style="list-style-type: none"> i. If Proposal is withdrawn during the validity period or any extension agreed by the consultant thereof. ii. If the Proposal is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof. iii. If the consultant tries to influence the evaluation process. iv. If the First ranked consultant fail to sign the contract
15. Submission, Receipt, and Opening of	15.1 The original proposal (Technical Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who

Proposals

signed the proposal must initial such corrections.

- 15.2 An authorized representative of the Consultants shall initial all pages of Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign.
- 15.3 The Technical Proposal shall be marked “ORIGINAL” or “COPY” as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5. Consulting firm should submit one Original and one Copy of Technical Proposal. Copy of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 15.4 The original and copy of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL” Similarly, the original Financial Proposal, shall be placed in a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**” The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and be clearly marked “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE [insert the time and date of the submission deadline date]**”. The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be cause for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, it will constitute grounds for declaring the Proposal non-responsive.
- 15.5 The Proposals must be sent to **Chief Executive Officer, Aizawl Smart City Limited, Urban Resource Centre, MINECO, Aizawl** and received by the Client on or before **23rd June 2023 at 4 Pm.** Any proposal received by the Client after the deadline for submission shall be returned unopened.
- 15.6 The Client shall open the Technical Proposal immediately after the deadline date for their submission.
- 15.7 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants’ Proposal.

- 15.8 The evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
- 16. Evaluation of Technical Proposals**
- 16.1 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria and rating system specified in the Summary and Personnel Evaluation Criteria detailed in the Appendix thereto. Each responsive Proposal will be given a technical score (St). A minimum technical score for qualification for PMC shall be **75**
- 17. Public Opening, Evaluation of Financial Proposals and Determination of Overall Ranking**
- 17.1 After the technical evaluation is completed, the Client shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, informing them of the technical scores obtained by their Technical Proposals, and indicating the date, time and location for opening the Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional.
- 17.2 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened.
- 17.3 Financial Proposals shall be evaluated as below:**
- (i) to allow comparison on a common basis, each Financial Proposal will be carefully scrutinized and the lowest priced Financial Proposal will be determined. The lowest Financial Proposal will receive the maximum score of 100 marks. The score for each other Financial Proposal is inversely proportional to the lowest priced Financial Proposal and will be computed as follows:
- $$S_f = 100 \times F_m / F \quad \text{where:}$$

S_f is the financial score of the Financial Proposal being evaluated,

F_m is the lowest priced Financial Proposal,

F is the Financial Proposal under consideration.

- (ii) following completion of evaluation of Technical and Financial Proposals, final ranking of the Proposals will be determined. This will be done by applying a weight as **80%:20%** respectively to the technical and financial score of each evaluated qualifying Technical and Financial Proposal and then computing the relevant combined total score for each Consultant. After such final ranking, the first-ranked Consultants will be invited for contract negotiations.

- | | |
|---|---|
| 18. Negotiations | 18.1 The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all experts named in its proposal in the absence of death or medical incapacity. Failure in satisfying such requirements may result in the Client proceeding to initiate the negotiation process with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract. |
| 19. Technical negotiations | 19.1 Negotiations will include a discussion of the Technical Proposal, work plan and schedule, personnel and any suggestions made by the Consultant to improve the TOR. The Client and the Consultants will finalize the TOR, personnel schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services." Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant. |
| 20. Financial negotiations | 20.1 When the Financial Proposal of the first-ranked firm is substantially higher than estimated budget the Client reserves the right to invite the next-ranked firm to negotiate, if negotiations with such first-ranked firm do not result in an acceptable contract having due regard to the inputs and scope of work required under the TOR |
| 21. Conclusion of the negotiations | 21.1 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the agreed Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract. |
| 22. Award of Contract | 22.1 After completing negotiations the Client shall award the Contract to the selected Consultant and notify the other Consultants who could have been invited to negotiate a Contract that they were unsuccessful. After Contract signature the Client shall return the unopened Financial Proposals to the consultants whose Technical Proposals have not secured the minimum qualifying mark. |

APPENDIX

Evaluation Sheet to be used for evaluation of Technical Proposals

- (i) Summary Evaluation Sheet
- (ii) Personnel Evaluation Sheet

(i) SUMMARY EVALUATION SHEET

PROJECT MANAMAMENT CONSULTANT (PMC)

EVALUATION CRITERIA		Max. Weight	F1		F2		F3		F4		F5		F6	
			Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score
I. Qualification		30												
1	Experience in similar projects	20												
2	Consultant Organization	5												
3	Team Composition	5												
II. Expert/Personnel		70												
1	Project Manager/Team Leader	12												
2	Structural Engineer	9												
3	Architect	7												
4	Electrical Engineer	7												
5	Quantity Surveyor	7												
6	Senior Construction Engineer	8												
7	Construction Supervisor (Civil)-1	4												
8	Construction Supervisor (Civil)-2	4												
9	Construction Supervisor (Civil)-3	4												
10	Construction Supervisor (Civil)-4	4												
11	Construction Supervisor (Electrical)	4												
TOTAL		100												

Rating: Excellent - 100% Very Good - 90% Above Average - 80% Average - 70% Below Average - 50% Non-complying - 0%

Score: Maximum Weight x Rating / 100

Note: Inter band ratings are not allowed in application of the above rating scale. For example, only a score of 90 or 80 can be given, not 85, 87, etc.

However, for Personnel Evaluation, figures in the rating column may result to interband ratings derived from the "Total Score" column of the Personnel Evaluation Sheet.

(ii) PERSONNEL EVALUATION SHEET

Name of Firm:

POSITION/ AREA OF EXPERT		NAME	A	B	C	
			General Qualification	Project-Related Experience	Work Experience in Urban Region	TOTAL
			15%	70%	15%	(A+B+C)
1	Project Manager/Team Leader					
2	Structural Engineer					
3	Architect					
4	Electrical Engineer					
5	Quantity Surveyor					
6	Senior Construction Engineer					
7	Construction Supervisor (Civil)-1					
8	Construction Supervisor (Civil)-2					
9	Construction Supervisor (Civil)-3					
10	Construction Supervisor (Civil)-4					
11	Construction Supervisor (Electrical)					
Rating: Excellent - 100% Very Good - 90% Above Average - 80% Average - 70% Below Average - 50% Non-complying - 0% Score: Rating x percentage assigned to criterion Note: Interband ratings are not allowed in application of the above rating scale. For example, only a score of 90 or 80 can be given, not 85, 87, etc.						

SECTION 3

Section 3. Technical Proposal

- TECH-1 Technical Proposal Submission Form
- TECH-2 Consultant's Organization
- TECH-3 Consultant's Experience in Similar Project
- TECH-4 Team Composition and Task Assignments
- TECH-5 Curriculum Vitae (CV) for Proposed Professional Experts
- TECH-6 Audited Financial Statement

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

Dated

To

Dear Sir:

We, the undersigned, offer to provide the consulting services Independent Review and Project Management Consultant (PMC) in accordance with your Request for Proposal dated _____. We are hereby submitting our Technical Proposal sealed under a separate envelope.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed personnel. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

FORM TECH-2 CONSULTANT'S ORGANIZATION

Consultant's Organization

[Provide here a brief description of the background and organization of the Consultant and, if applicable, Sub-Consultant and each joint venture partner for this assignment. Date of establishment of firm may also be mention]

FORM TECH-3 CONSULTANT'S EXPERIENCE IN SIMILAR PROJECT**Consultant's Experience**

[Using the format below, provide information on each assignment for which your firm was legally contracted either individually as a corporate entity or as one of the major companies within a joint venture or sub-consultancy, for carrying out consulting services similar to the ones requested under this assignment.]

Please submit maximum 10 relevant experiences. For each relevant experience, please enclose completion certificate/ work-done certificated issued by the Client.

Assignment name:	
Location within country/State:	
Approx. value of the Consultancy contract:	
Name of Client:	
Address:	
Duration of assignment (months):	
Start date (month/year):	
Completion date (month/year):	
Approx. value of the services provided by your firm under the contract	
Name of senior regular full-time employees of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):	
Narrative description of Project/Work executed:	

Firm's Name: _____

FORM TECH-4 TEAM COMPOSITION

[illegible]

FORM TECH-5 CURRICULUM VITAE (CV) FOR PROPOSED EXPERTS

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: _____
2. **Name of Firm** [*Insert name of firm proposing the expert*]: _____

3. **Name of Expert** [*Insert full name*]: _____
4. **Date of Birth:** _____ **Citizenship:** _____
5. **Education** [*Indicate college/university and other specialized education of expert, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

6. **Membership in Professional Associations:** _____

7. **Other Trainings** [*Indicate significant training since degrees under 5 - Education were obtained*]: _____

9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: _____

10. **Employment Record** [*Starting with present position, list in reverse order every employment held by expert since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From [Year]: _____ To [Year]: _____
Employer: _____
Positions held: _____

11. Detailed Tasks Assigned <i>[List all tasks to be performed under this assignment]</i>	12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned <i>[Among the assignments in which the expert has been involved, indicate the following information for those assignments that best illustrate the expert's capability to handle the tasks listed in line 11.]</i> Name of assignment or project: _____ Year: _____ Location: _____ Client: _____ Main project features: _____ Positions held: _____ Activities performed: _____
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13. Certification:

I, the undersigned, certify to the best of my knowledge and belief that

- (i) this CV correctly describes my qualifications and my experience;
- (ii) I am not employed by the Executing /Implementing Agency;
- (iii) In the absence of medical incapacity, I will undertake this assignment for the duration and in terms of the inputs specified for me provided team mobilization takes place within the validity of this proposal or any agreed extension thereof;
- (iv) I am committed to undertake the assignment within the validity of Proposal;
- (v) I am not part of the team who wrote the terms of reference for this consulting services assignment;
- (vi) I am not sanctioned (ineligible for engagement) by the state of Mizoram or any other states in India.

I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of expert or authorized representative of the firm]

Date: _____
Day/Month/Year

Full name of authorized representative: _____

TECH-6 AUDITED FINANCIAL STATEMENT

(Please submit Audited Financial Statement/ Audit Report by Chartered Accountant)

Consultant must fill in this form

Financial Data for Previous 3 Years [Rupees]		
Year 1:	Year 2:	Year 3:

Information from Balance Sheet

Total Assets			
Total Liabilities			
NetWorth			
Current Assets			
Current Liabilities			

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			
<input type="checkbox"/> Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last 3 years, as indicated above, complying with the following conditions.			

SECTION 4

SECTION 4, FORMAT FOR SUBMISSION OF FINANCIAL PROPOSALS

From:

M/s-----

Telephone Number ----- e-mail ID-----

To:

Subject: Financial offer for Management Consultant under Aizawl Smart City Limited.

Sir,

We offer the following rates for providing consultancy services IRMA, Mizoram, as per the scope of the work defined in the RFP:

Sl.No.	Nature of work	Amount quoted (in figures and words)in Rs.	Taxes and cess if any in Rs.	Total quoted price (in figures and words)in Rs.
1.	Work Supervision & Management Consultancy under ASCL			

No advance payment will be claimed for the work assigned under this contract.

If empanelled, we undertake not to revise our fees.

If empanelled, we undertake to sign the Contract/Agreement for the purpose within the stipulated date, as will be mentioned in the award letter favoring the consultancy assignment to us.

Yours faithfully,

Date:

(Name & designation of the person signing with
Office seal)

Section 4, Financial Proposal Submission Form

DETAILED PRICE PROPOSAL

S/No.	Position	One Month Remuneration	No. of Month	Amount
A	Remuneration-Expert			
1	Project Manager/Team Leader		12	
2	Structural Engineer		12	
3	Architect		12	
4	Electrical Engineer		12	
5	Quantity Surveyor		12	
6	Senior Construction Engineer		12	
7	Construction Supervisor (Civil)-1		12	
8	Construction Supervisor (Civil)-2		12	
9	Construction Supervisor (Civil)-3		12	
10	Construction Supervisor (Civil)-4		12	
11	Construction Supervisor (Electrical)		12	
	Remuneration-Support Staff			
12	Office Assistant		12	
13	Multi Tasking Staff (4 nos.)		12 each	
	Sub Total A			
B	Reimbursable Expenses			
1	Office Operation (including POL for Construction Supervisors)		12	
2	Vehicle Hiring (2 nos.)		12	
	Sub Total B			
	Total (A+B)			
C	Provisional Sum			17,63,100.00
D	Contingency			7,00,000.00
	Total (A+B+C+D)			
E	GST			
	Grant Total			

(Rupees _____) only

SECTION 5

SECTION 5

TERMS OF REFERENCE

1. Background

Government of India has announced the list of 100 cities to be taken up for development as smart cities. The cities have to now move towards converting their plan proposals to projects.

2. Objective of the Assignment

The objective of the assignment is to provide direct assistance to Aizawl Smart City Limited (ASCL) of Aizawl, Mizoram to design, develop, manage and implement Smart City Projects as per para 10.6 of Smart City Mission Guidelines.

3. Team of Consultant

The team will comprise of 132 person months Experts, as well as 60 person months of Support Staff time. Indicative person month of the individual expert inputs is given in Table 1. The overall responsibility will be with the Team Leader. The indicative schedule of inputs is as follows:

Table 1 – Project Management Consultancy

Sl. No.	Position	Indicative Person Month
	Expert	12
1	Project Manager/Team Leader	12
2	Structural Engineer	12
3	Architect	12
4	Electrical Engineer	12
5	Quantity Surveyor	12
6	Senior Construction Engineer	12
7	Construction Supervisor (Civil)-1	12
8	Construction Supervisor (Civil)-2	12
9	Construction Supervisor (Civil)-3	12
10	Construction Supervisor (Civil)-4	12
11	Construction Supervisor (Electrical)	12
	Total Expert Person Month	132
	Support Staff	
1	Office Assistant	12
2	Multi Tasking Staff (4 nos.)	12 each
	Total Support Staff Person Month	60

Since Client will provide Office space, Consultant should not consider the requirement in its Financial Proposal. All experts would be PERMANENTLY based in Aizawl. The consultant will be the Engineer's Representative in administering the contracts.

4. Scope of Services

- (i) The scope of PMC under the proposed mission will be divided into three broad components namely: (i) Project Management, (ii) Design & Development and (iii) Supervision.

- (ii) The Consultant shall support the Aizawl Smart City Limited (ASCL) of Aizawl, Mizoram in overall project management of Smart City projects, including designing, developing, managing and implementing smart city projects identified by the city
- (iii) Support ASCL with contract management and recommendation for payments.
- (iv) Assist the ASCL with the day-to-day implementation of contracts and Project activities;
- (v) Coordinate planning, control, and management of the work of a multidisciplinary team;
- (vi) Develop implementation schedules and resource requirements;
- (vii) Monitor progress, evaluate results, and identify and resolve constraints;
- (viii) Will carry out required investigations, design, prepare feasibility report, Preliminary Design Report/ Detail Design Report (PDR/DPR), if required and assist in procurement of implementing partner/agency (ies) expeditiously and any other project which may be envisaged for making city smart. If needed, the PMC shall assist SPV in preparation of RFPs for the procurement of implementing partner(s)/ Agency (ies).
- (ix) The PMC shall also assist the Aizawl Smart City Limited (ASCL) in supervision & monitoring of the work of implementing agencies and shall be responsible for overall management of the project.
- (x) PMC shall operate full-fledged with all its Key Experts and Non- Key Experts from their Project Office in Aizawl.
- (xi) Set up systems and procedures for Project management, implementation and monitoring of the progress,
- (xii) Assist the ASCL in taking measurement, entry in MB, preparation of RA Bill etc. in Construction work;
- (xiii) Assist ASCL in preparing annual work plans, staffing schedules, job descriptions, and, as necessary, budgets including equipment budgets, and detailed implementation schedule
- (xiv) Support the ASCL in technical matters such as preparing work orders; reviewing and approving surveys, final designs, construction drawings and estimates; pre/post-qualification of contractors; approving contractors' works; ensuring sound supervision and quality control of construction and any other technical matters arising;
- (xv) Assist the ASCL with all aspects of procurement including pre/ post qualification of contractors, tender document review and bid evaluation.
- (xvi) The consultants will develop and implement a computer-based project implementation plan, critical paths, resource maps. All reports required will be produced based on these systems. The consultants will coordinate with other consultants, if any, under the Project and with other similar donor and government assisted projects.
- (xvii) Prepare and update implementation schedule and resource requirements;
- (xviii) Develop O&M manuals for future maintenance;
- (xix) Prepare asset registry for all assets built under the Project;
- (xx) Establish a contract tracking systems, including implementation schedules and milestones achievable;
- (xxi) Assist the ASCL in issuing contract completion certificates, settlement of contractor's claims;

- (xxii) Assist the ASCL during Project missions;
- (xxiii) Assist the ASCL in the preparation of Project guidelines;
- (xxiv) Develop and implement a quality assurance program for all works.
- (xxv) Agree and prepare contractor's certificates; resolve any disputes and provide all necessary support for claims resolution and arbitration proceedings.

5. Overview of the Design/Design Review

This shall include but not limited to:

- (i) assist ASCL in carrying out detail investigation and engineering surveys (geotechnical, topographical, bathymetric etc), wherever necessary;
- (ii) assist the project team in designing/design review;
- (iii) assist the ASCL in presenting of the designs/design review to all stakeholders (including local government, NGOs, concerned communities etc.), addressing their concerns where necessary;
- (iv) will assist in (i) the review of designs as well as any other DPRs or related detailed engineering designs if require; (ii) the preparation/review of detailed engineering designs and providing construction supervision for all works under ASCL; (iii) construction supervision to ensure the necessary standards are duly met.
- (v) work will include (a) conducting necessary surveys, investigations and tests, (b) technical appraisal of subprojects and updating preliminary designs (if deemed necessary), (c) detailed engineering designs/review of design, (d) construction supervision and contract monitoring.

6. Construction Supervision and Commissioning.

The consultant shall assist the ASCL staff carry out all the duties normally associated with supervision of construction. This will include but is not limited to checking contractors' insurances/ guarantees/ bonds; the review of contractors' process and M&E designs and any necessary modifications to the construction drawings; attending and reporting on factory tests and inspections; agreeing commissioning procedures and supervising commissioning. The consultant shall establish any necessary field laboratories for quality control or arrange for such services to be provided by acceptable Institutions.

Supervision and Commissioning shall include but not limited to:

- (i) Assist the ASCL staff supervising and assure quality of implementation of the urban schemes.
- (ii) Assist the ASCL staff supervising all construction activities under the Project and the implementation of the environmental management plan as required.
- (iii) Co-ordinate interfaces between contracts and clients.
- (iv) assist the ASCL in supervising all construction activities.
- (v) assist the ASCL in supervising day-to-day construction management.

- (vi) Prepare and/or amend, existing procedures and guidelines for site supervision and quality control to include guidelines and detailed job descriptions for engineers and site supervisors.

7. Qualification and Experience Requirement

No.	Position	Minimum Educational Qualification	Relevant Experience	Specific Experience
1	Project Manager/Team Leader	Bachelor of Engineer	At least 15 years experience in Civil works construction.	At least 7 years experience in Civil works construction in urban area.
2	Structural Engineer	ME (Structure)	At least 10 years experience in structural design	At least 5 years experience in structural design in urban area
3	Architect	Bachelor of Architecture	At least 10 years experience in architectural design	At least 5 years experience in architectural design in urban area
4	Electrical Engineer	Bachelor of Engineer (Electrical)	At least 10 years experience in electrical engineering works	At least 5 years experience in electrical engineering works in urban area
5	Quantity Surveyor	Bachelor of Engineer (Civil)	At least 10 years experience in taking measurement, entry in MB, preparation of RA Bill etc. in Civil Construction work	At least 5 years experience in taking measurement, entry in MB, preparation of RA Bill etc. in Civil Construction work in urban area
6	Senior Construction Engineer	Bachelor of Engineer (Civil)	At least 10 years experience in experience in Civil works construction supervisor	At least 5 years experience in experience in Civil works construction supervisor in urban area
7	Construction Supervisor (Civil) – 4 nos.	Diploma in Civil Engineering	At least 5 years in supervision of Civil Construction work	At least 2 years in supervision of Civil Construction work in urban area
8	Construction Supervisor (Electrical)	Diploma in Electrical Engineering	At least 5 years in supervision of Electrical Engineering work	At least 2 years in supervision of Electrical Engineering work in urban area
9	Office Assistant	N.A		
10	Multi Tasking Staff – 3 nos.	N.A		

Consulting firms are required to submit Curriculum Vitae (CV) for all Experts i.e from Sl. No. 1 – 8 of the above table for evaluation.

8. Contract packages under Aizawl Smart City Limited are as below:

1	Procurement of Pelican Crossing System, Contract Package No. PCS/ASCL/2018/Package-1
2	Procurement of Road furniture including Traffic Bollards, Contract Package No. TB/ASCL/2018/Package-3
3	Supply and Installation of 17 nos. of Reverse Vending Machine including 3 years O & M at Aizawl, Mizoram, Contract Package No. MZ-AIZ-070/RVM/02
4	Drinking Water Kiosk including 3 years O & M, Contract Package No. MIZ-AIZ-060/DWK/04
5	Supply of Street Vendor's Counter/Modular Kiosks for Street Vending Zone, Contract Package No. MIZ-AIZ-062/SVZ/6
6	Design, Development, Installation, Commissioning and Operations & Maintenance of Tourist Guidance Centre Kiosks, Contract Package No. MIZ-AIZ-061/05
7	Setting up of Digital E Library, Contract Package No. MIZ-AIZ-055/DL/08
8	Sanitary Napkin Vending Machine, Contract Package No.: MIZ-AIZ-059/SNVM/12
9	Integrated Command & Control Centre (CCC), Contract Package No. MIZ-AIZ-075/CCC/10
10	Refurbishment of Mizoram State Museum, Contract Package No. MIZ-AIZ-054/RMSM/11
11	Entrepreneurship Development Centre, Incubation Centre and Start up Hub, Contract Package No.: MIZ-AIZ-013/EDC/14
12	Steps/Stair Improvement, Contract Package No. MIZ-AIZ-029/SSI/07
13	Construction of Playground at Tuivamit, Contract Package No. MIZ-AIZ-128B/PG-TUVM/18
14	Construction of Hlimen Playground, Contract Package No. MIZ-AIZ-129/PG-HLMN/19
15	Construction of Outdoor Youth Recreation Centre, Contract Package No.: MIZ-AIZ-010/ODYRC/21
16	Construction of Multipurpose Ground at Highfield, Contract Package No. MIZ-AIZ-129A/PG-HF/20
17	Construction of Futsal Ground at Zemabawk, Mitla Mual, Aizawl, Contract Package No. MIZ-AIZ-129A/FSG-ZM/13
18	Construction of Playground at Edentharr, Contract Package No.: MIZ-AIZ-128/PG-EDT/22
19	Indoor Stadium at Zuangtui, Contract Package No.: MIZ-AIZ-129/ISZ/16
20	Common Bio-Medical Waste Treatment Plant including 3 (three) years Annual Maintenance Contract. Contract Package No. MZ-AIZ-121/BMWTP/01
21	Energy Efficient - LED Street Lights, Contract Package No.: MIZ-AIZ-048/LED-SL/15
22	Solar LED Street Lighting, Contract Package No.: MIZ-AIZ-048/SOLR-LED-SL/17
23	Construction of Playground at Chite, Contract Package No.: MIZ-AIZ-128A/PG-CHITE/23
24	Construction of Playground at Durtlang, Contract Package No.: MIZ-AIZ-129C/PG-DT/24
25	Construction of Playground at Zemabawk, Contract Package No.: MIZ-AIZ-127/PG-ZB/25
26	Construction of City Centre-Trade Facility-cum-Exhibition areas (Bara Bazar), Contract Package No. MIZ-AIZ-002/Bazar/26
27	Construction of Smart Street at Khatla, Contract Package No. MIZ-AIZ-102/SS-UK/27
28	Chaltlang Sport Multipurpose Hall, Contract Package No.: MIZ-AIZ-006/SMH-CHT/28
29	On road Smart Parking including CCTV, Boom, Contract Package No. MIZ-AIZ-036/OR-SP/29

30	Up gradation of Tourist Lodge, Chaltlang, Contract package No. MIZ-AIZ-115/TL/30
31	Establishment of Urban Landscape - Avenue Plantation to increase green cover and Bio Remediation plants Pollution absorbing Plants, Contract Package No. MIZ-AIZ-045/MC/32
32	Multi Utility Poles for Urban Services including Cabling etc, Contract Package No.: MIZ-AIZ-040/MUP/
33	Laldenga Cultural Centre

SECTION 6

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CONTRACT FOR CONSULTANT’S SERVICES Time-Based

**Contract Agreement for Project Management Consultancy (PMC)
Contract No. ASCL/PMC-II**

between

Aizawl Smart City Limited

and

[Name of the Consultant]

Dated: _____



I. Form of Contract

TIME-BASED

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

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *Aizawl Smart City Limited* (hereinafter called the “Client”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

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

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract
- (b) The Special Conditions of Contract;
- (c) Appendices:

Appendix A: Terms of Reference

Appendix B: Experts

Appendix C: Remuneration Cost Estimates

Appendix D: Other Expenses, Provisional Sums and Contingency Cost Estimates

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C and Appendix D; Appendix E and F. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

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

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

For and on behalf of

For and on behalf of Client:

For and on behalf of Consultant:

(C.C. LALCHHUANGKIMA)
Chief Executive Officer

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

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

- (a) “Applicable Law” means Law of India.
- (b) “Client” means *implementing* agency that signs the Contract for the Services with the Selected Consultant.
- (c) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (d) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (e) “Day” means a working day unless indicated otherwise.
- (f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 7.
- (g) “Experts” means, collectively, Expert and any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (h) “GCC” means these General Conditions of Contract.
- (i) “Government” means the government of Mizoram.
- (j) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (k) “Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (l) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (m) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (n) “Services” means the work to be performed by the Consultant

pursuant to this Contract, as described in Section 5, Terms of Reference.

- (o) “Sub-consultants” means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (p) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

2. Relationship between the Parties

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3. Law Governing Contract

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

4. Language

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

5. Authority of Member in Charge

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

6. Authorized Representatives

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

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

7. Effectiveness of Contract

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

8. Termination of Contract for Failure to Become Effective

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

9. Commencement of Services

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

10. Expiration of

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

Contract as specified in the **SCC**.

11. Modifications or Variations

11.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

12. Force Majeure

a. Definition

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

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

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

b. No Breach of Contract

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

c. Measures to be Taken

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

12.6 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

12.7 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

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

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

12.9 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 33 and 34

13. Suspension

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

14. Termination

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

a. By the Client

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

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

whatsoever, decides to terminate this Contract;

- (f) If the Consultant fails to confirm availability of Experts as required.

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

b. By the Consultant

14.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

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

c. Cessation of Rights and Obligations

14.1.4 Upon termination of this Contract or upon expiration of this Contract, 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, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

14.1.5 Upon termination of this Contract by notice of either Party to the other, 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 20 or GCC 21.

e. Payment upon Termination

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

- (a) remuneration for Services satisfactorily performed prior to the effective date of termination, other expenses, provisional sums

and contingency for expenditures actually incurred prior to the effective date of termination.

- (b) in the case of termination reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT

15. General

a. Standard of Performance

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

15.2 The Consultant shall employ and provide such qualified and experienced Experts to carry out the Services.

20.3 The Consultant may subcontract part of the Services to an extent and with such Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

b. Law Applicable to Services

15.4 The Consultant shall perform the Services in accordance with the Contract and the law of India and shall take all practicable steps to ensure that any of its Experts, comply with the law of India.

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

16. Conflict of Interests

16.1 The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

a. Consultant Not to Benefit from Commissions, Discounts, etc.

16.1.1 The payment of the Consultant shall constitute the Consultant's only payment in connection with this Contract and, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

16.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such

procurement responsibility shall be for the account of the Client.

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| <p>b. Consultant and Affiliates Not to Engage in Certain Activities</p> | <p>16.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.</p> |
| <p>c. Prohibition of Conflicting Activities</p> | <p>16.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.</p> |
| <p>d. Strict Duty to Disclose Conflicting Activities</p> | <p>16.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.</p> |
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|---|---|
| <p>17. Confidentiality</p> | <p>17.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.</p> |
| <p>18. Liability of the Consultant</p> | <p>18.1 The Consultant's liability under this Contract shall be as determined under the Law of India.</p> |
| <p>19. Reporting Obligations</p> | <p>19.1 The Consultant shall submit to the Client the reports and documents specified in Appendix A, Terms of Reference, if provided.</p> |
| <p>20. Proprietary Rights of the Client in Reports and Records</p> | <p>20.1 All reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.</p> <p>20.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.</p> |
| <p>21. Equipment, Vehicles and Materials</p> | <p>21.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds</p> |

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

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

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

22. Description of Experts

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

22.3 If additional work is required beyond the scope of the Services specified in **Appendix A, Terms of Reference**, the estimated time-input for the Experts may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 21.1, the Parties shall sign a Contract amendment.

23. Replacement of Experts

23.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Experts.

23.2 Notwithstanding the above, the substitution of Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

24. Approval of Additional Experts

24.1 If during execution of the Contract, additional Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing within twenty two (22) days from the date of receipt of such CVs, such additional Experts shall be deemed to have been approved by the Client.

25. Removal of Experts or Sub-consultants

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

25.2 In the event that any of Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to

provide a replacement.

25.3 Any replacement of the removed Experts or Sub-consultants shall possess better or equivalent qualifications and experience and shall be acceptable to the Client.

**26. Replacement/
Removal of Experts –
Impact on Payments**

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

**27. Change in the
Applicable Law
Related to Taxes and
Duties**

27.1 If, after the date of this Contract, there is any change in the Law of India with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts.

28. Payment Obligation

28.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT

29. Ceiling Amount

29.1 An estimate of the cost of the Services is set forth in Appendix C (Remuneration) and Appendix D (Other Expenses, Provisional Sums and Contingency).

29.2 Payments under this Contract shall not exceed the ceilings specified in the SCC.

29.3 For any payments in excess of the ceilings specified in GCC 29.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

**30. Remuneration and
Other Expenses,
Provisional Sums and
Contingency**

30.1 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) other expenses, provisional sums and contingency, if provided in the contract, that are actually and reasonably incurred by the Consultant in the performance of the Services.

30.2 All payments shall be at the rates set forth in **Appendix C**

31. Taxes and Duties

31.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract.

**32. Mode of Billing and
Payment**

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

(a) Advance payment. Within the number of days after the Effective Date,

the Client shall pay to the Consultant an advance payment as specified in the **SCC**. Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) specified in the **SCC**. Such guarantee is to remain effective until the advance payment has been fully set off. The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the **SCC** until said advance payments have been fully set off.

- (b) *The Itemized Invoices.* Not later than fourteen (14) days after the end of each calendar month during the period of the Services, 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. Each invoice shall show remuneration and reimbursable expenses separately.
- (c) The Client shall pay the Consultant's invoices 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.
- (d) *The Final Payment* .The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof.
- (e) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

G. FAIRNESS AND GOOD FAITH

33. Good Faith

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

H. SETTLEMENT OF DISPUTES

34. Amicable Settlement

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

34.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 34.1 shall apply.

35. Dispute Resolution

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

I. PERFORMANCE SECURITY

36. Performance Security

36.1 The Performance Security shall be provided to the Employer no later than the date specified in the Contract and shall be issued in the form and amount specified in the SCC, by a bank acceptable to the Employer, and denominated in the types and proportions of the currencies in which the total cost of services is payable. The Performance Security shall be valid till 30 days after the date of completion of the contract.

Attachment 1: Corrupt and Fraudulent Practices

The Consultant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Client defines, for the purpose of this provision, the terms set forth below as follows:

- (a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the selection process or in contract execution (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly with the selection process or has dealt with matters concerning the Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Client, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the selection process or after the execution of the Contract as the case may be, any person in respect of any matter relating to the project or the Contract, who at any time has been or is a legal, financial or technical consultant/ adviser of the Client in relation to any matter concerning the project;
- (b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the selection process or the execution of a contract;
- (c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the selection process or execution of a contract;
- (d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the selection process or execution of a contract; or (ii) having a Conflict of Interest; and
- (e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among applicants with the objective of restricting or manipulating a full and fair competition in the selection process or execution of a contract.

Measures to be Taken:

- (i) will reject a proposal for award if it determines that the consultant recommended for award has directly, or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question; and
- (ii) will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, such party or successor from participation in the Government projects/assignments/tenders/services/works if it at any time determines that the consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, the Government contract.

III. Special Conditions of Contract

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
5.1	<p>The addresses are:</p> <p>Client : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted): _____</p> <p>Consultant : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted) : _____</p>
6.1	<p>The Authorized Representatives are:</p> <p>For the Client: [name, title] _____</p> <p>For the Consultant: [name, title] _____</p>
7.1	<p>The effectiveness conditions are the following:</p> <p>Receipt by the Consultant of an advance payment, and by the Client of an advance payment guarantee. If Advance Payment is not paid, the contract shall be effective from the date of signing of the Contract.</p>
8.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be 3 (three) months</p>
9.1	<p>Commencement of Services:</p> <p>The number of days shall be 14 (fourteen) days.</p> <p>Confirmation of Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Expert.</p>
10.1	<p>Expiration of Contract:</p> <p>The time period shall be 12 (twelve) months.</p>
29.2	<p>The ceiling Amount shall be Rs. _____ plus Rs. _____ GST</p>
32.1(a)	<p>The following provisions shall apply to the advance payment and the advance bank</p>

	<p>payment guarantee:</p> <p>(1) An advance payment of 3% of the Contract amount shall be made against the submission of Advance Payment Bank Guarantee of equivalent amount by the Consultant. The advance payment will be set off by the Client in equal installments against the statements for the first twelve months of the Services until the advance payment has been fully set off.</p>
34.1	Arbitration shall be conducted in accordance with the laws of India and the place of arbitration shall be Aizawl, Mizoram.
35.1	Arbitration shall be conducted in accordance with the rules of procedure for arbitration of under Indian Arbitration and Reconciliation Act 1996 as in force on the date of this Contract.
36.1	Performance Security shall be 10% of the contract amount and shall be in the form of Bank Guarantee.

APPENDICES

Appendix A: Terms of Reference

Appendix B: Experts

Appendix C: Remuneration Cost Estimates

Appendix D: Other Expenses, Provisional Sums and Contingency Cost Estimates

SECTION 7

FORMAT
FOR
ADVANCE PAYMENTS GUARANTEE
AND
PERFORMANCE GUARANTEE

FORMAT A**Form of Advance Payment Security***Bank's Name, and Address of Issuing Branch or Office***Beneficiary:** *Name and Address of Employer***Date:****Advance Payment Guarantee No.:**

We have been informed that *name of the Contractor*. (hereinafter called "the Contractor") has entered into Contract No. *reference number of the Contract*. dated with you, for the execution of *name of contract and brief description of Works*. (hereinafter called "the Contract").

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum *name of the currency and amount in figures*¹. (*amount in words*.) is to be made against an advance payment guarantee.

At the request of the Contractor, we *name of the Bank*. hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *name of the currency and amount in figures*¹. (*amount in words*.) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number *Contractor's account number*. at *name and address of the Bank*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty percent (80%) of the Contract Price has been certified for payment, or on the . . day of, . . .², whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458³.

.....
Seal of Bank and Signature(s)

- Note -

All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

¹ *The Guarantor shall insert an amount representing the amount of the advance payment denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.*

² *Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

³ *Or 758 as applicable.*

-- Note to Bidder --

If the institution issuing the advance payment security is located outside the country of the Employer, it shall have a

FORMAT B

Form of Performance Security

Bank's Name, and Address of Issuing Branch or Office

Beneficiary: *Chief Executive Officer, Aizawl Smart City Limited, MINECO, Khatla, Aizawl*

Date:

Performance Guarantee No.:

We have been informed that *name of the Consultant* (hereinafter called "the Consultant") has entered into Contract No. *reference number of the Contract*. dated with you, for the execution of *name of contract and brief description of Works*. (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Consultant, we *name of the Bank*. hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *name of the currency and amount in figures*¹ (*amount in words*.) such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of², and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458³, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

.....

Seal of Bank and Signature(s)

Note

All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

¹ The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Employer. If the bank issuing the performance security is located outside the country of the Employer, it shall have a correspondent financial institution located in the country of the Employer.

² Insert the date twenty-eight days after the expected completion date. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

³ Or 758 as applicable

Note to Bidder

If the institution issuing the performance security is located outside the country of the Employer, it shall have a correspondent financial institution located in the country of the Employer **to make it enforceable**.