

Government of Andhra Pradesh

DIRECTORATE OF TOWN AND COUNTRY PLANNING



Standard Form of Contract

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I. FORM OF CONTRACT

Lump Sum Remuneration

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of _____, 2018, between Director of Town and Country Planning, Government of Andhra Pradesh (hereinafter called the Client which includes its assigns, executors & administrator), and M/s _____ (hereinafter called Consultants), a company _____, and having its registered office at _____ through _____, duly appointed its General Attorney. Certified photocopy General Power of Attorney is annexed herewith; Consultants include its assigns, executors and administrators.

*[*Note: If the Consultants consist of more than one entity, the above should be partially amended to read as follows:*

“... and a consortium consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultants' obligations under this Contract, namely, _____ and _____ (hereinafter called the “Consultants”).”]

WHEREAS

- (a) the Client has requested the Consultants to provide certain consultancy services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

** All notes should be deleted in final text.*

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 (hereinafter called "GC");
- (b) The Special Conditions of Contract (hereinafter called "SC");
- (c) The following Appendices:

This RFP document and conditions therein shall be deemed to be part of the Contract Agreement.

[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.]

- Appendix A: Terms of Reference _____
- Appendix B: Reporting Requirements _____
- Appendix C: Key Personnel and Sub-consultants _____
- Appendix D: Breakdown of Contract Price in INR _____
- Appendix E: Services and Facilities Provided by the Client _____
- Appendix F: Form of Performance Guarantee _____

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:

- (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- (b) The Client shall make payments to the Consultants 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 Director of Town and Country Planning, Government of Andhra Pradesh]

By
(Authorized Representative)

FOR AND ON BEHALF OF [NAME OF CONSULTANT]

By
(Authorized Representative)

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India.
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (d) "Member", in case the Consultants consist of a consortium 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 SC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract;
- (e) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;
- (f) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof;
- (g) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- (h) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in Appendix A; and
- (i) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

1.2 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Law of contract, supplemented by general conditions and special conditions annexed to this contract.

1.3 Language

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

1.4 Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail or facsimile to such Party at the address specified in the SC.

1.5 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 the Government's country or elsewhere, as the Client may approve.

1.6 Authorized Representatives

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

1.7 Taxes and Duties

Unless otherwise specified in the SC, the Consultants, Sub-consultants and their Personnel 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 Contract Price.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties.

2.2 Commencement of Services

The Consultants shall begin carrying out the Services after the date the Contract becomes effective.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate with completion of the consultancy in terms of conditions of this agreement to the full satisfaction of the Client.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition

For the purpose of this contract "Force Majeure" means any event or circumstance or combination of events or circumstances beyond the reasonable control of either Party including:

- i) Acts of God and nature including
 - typhoon, flood, earthquake, fire, drought, landslide, unusually severe weather condition or other natural disaster; and
 - plague or epidemic or quarantine conditions arising therefrom;
- ii) Air crash, shipwreck, train wrecks or failures or delays of transportation;
- iii) Strikes, lock-outs, work-to-rule actions, go-slows or similar labour difficulties other than Governmental Force Majeure that in any way have an effect on the project;

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract 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 (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

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.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, no additional payment will be given however a time extension in the project may be given.

2.6 Termination

2.6.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.6.1 and sixty (60) days' in the 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 Consultants do not perform their obligations under this Contract, within thirty (30) days of receipt after being notified
- (b) if the Consultants become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract.

- (e) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the Consultant fails to confirm availability of Key Experts as given in TECH FORM-5 and 6 in the RFP document..

2.6.2 By the Consultants

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 2.6.2:

- (a) if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultants:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

2.6.4 Failure and Termination

In case of delay in the conduct of Consultancy services within the time fixed or in the event of repudiation of the contract, the Client reserves the right to recover damage for Breach of contract as indicated below:

"To recover from the Consultant as agreed liquidated damages including administration expenses and not by way of penalty, a sum equivalent to 0.5% (half percent) of total contractual agreement, which the Consultant has failed to deliver within the period fixed for delivery for each week or part thereof during which delivery is in arrears subject to an overall ceiling of 10% of the total contract price".

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

The Consultants 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 Consultants shall always act, in respect of any matter relating to this Contract 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 Sub-consultants or third parties.

3.2 Conflict of Interests

3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants, and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 Consultants and Affiliates not to be Otherwise Interested in Project

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; or

- (b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4 Insurance to be taken out by the Consultants

The Consultants (a) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; 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.

3.5 Consultants' Actions Requiring Client's Prior Approval

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

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub-consultants"), and
- (c) any other action that may be specified in the SC.

3.6 Reporting Obligations

The Consultants 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.

3.7 Documents Prepared by the Consultants to be the Property of the Client

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultants in accordance with Clause 3.6 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

4. CONSULTANTS' PERSONNEL

4.1 Description of Personnel

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 Key Personnel and Sub-consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal and/or Replacement of Personnel

(a) No changes shall be made in the Key Personnel. In case it becomes incumbent to change any one of key personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications with approval of the Client.

(b) 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 Consultants shall, at the Client's written request specifying the grounds thereof, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

The Client shall use its best efforts to ensure that the Government shall provide the Consultants such assistance and data as specified in the SC.

5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of services rendered by the Consultants, then the remuneration and reimbursable expenses otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly and corresponding adjustments shall be made to the ceiling amounts referred to in Clause 6.2.

5.3 Services and Facilities

The Client shall make available to the Consultants the Services and Facilities listed under Appendix E.

6. PAYMENTS TO THE CONSULTANTS

6.1 Lump Sum Remuneration

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-consultants' 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 5.2, the Contract Price may only be increased above the amounts stated in clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price

The price payable in local currency is set forth in the SC.

6.3 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a break-up of the lump-sum price is provided in Appendices D and E.

6.4 Terms and Conditions of Payment

Payments will be made to the account of the Consultants and according to the payment schedule stated in the SC. First payment shall not be released till the performance guarantee is executed by the Consultant. Subsequent payments shall be made in accordance with the conditions listed in the SC on submission of an invoice by the Consultants.

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement

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

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract 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 SC.

III. SPECIAL CONDITIONS OF CONTRACT

GC Clause	Amendments of and Supplements to Clauses in the General Conditions of Contract
1.6	<p>The Authorized Representatives are:</p> <p>For the Client:</p> <p style="text-align: center;">[name & address of Nodal Officer]</p>
	<p>For the Consultant:</p> <p>_____</p> <p>_____</p>
3.2.3	<p>For a period of two years after the expiration of this Contract, the Consultants shall not engage, and shall cause their Personnel as well as their Sub-consultants and their Personnel not to engage, in the activity of a purchaser (directly or indirectly) of the assets on which they advised the Client under this Contract, nor shall they engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets. The Consultant also agree that their affiliates shall be disqualified for the same period of time from engaging in the said activities.</p>
3.4	<p>The Consultant shall ensure to cover the following risks and take the necessary coverages in this regard:</p>
(a)	<p>Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-consultants or their Personnel, for the period of Consultancy;</p>
(b)	<p>Professional liability insurance, with a minimum coverage equal to total contract value for this consultancy; and</p>
3.7	<p>The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.</p>
6.2	<p>The Contract price is: _____ <i>[insert amount and currency for each currency as applicable] [indicate: inclusive or exclusive] of local indirect taxes.</i></p> <p>Indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be reimbursed by the Client to the Consultant.</p> <p>The amount of such taxes is _____ [insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.</p>

6.4	Payments shall be made according to Section 5.5 Payment Schedule given in Terms of Reference.
7.2	<p>Dispute Settlement</p> <p>Any Dispute or differences whatsoever arising between the parties out of or relating to the implementation, meaning and operation or effect of this agreement or its execution or the breach thereof shall be settled by arbitration in ----- [<i>State Capital City</i>]. The parties agree that the sole arbitrator shall be appointed by the ----- [<i>Name of Officer in charge in State Government, such as Principal Secretary</i>]. Parties hereto will raise no objection to the arbitration on the ground that the Arbitrator is a Government servant that he had to deal with matters to which the contract relates or that in the course of his duties as Government servant he has expressed views on all or any of the matters in dispute or difference. It is a term of this agreement that in the event of any difficulty arising by reason of death, resignation, retirement, inability or refusing to act as arbitrator or if the award is set aside by any court for any such reason of procedure, it will be lawful for the [<i>Name of Officer in charge in State Government, such as Principal Secretary</i>] to appoint another person as arbitrator in place of the outgoing arbitrator. In every such case it shall be lawful for the new arbitrator to act upon the record of the proceedings as existent at that stage of the arbitration or to commence proceedings de-novo as the arbitrator in his discretion may decide. The provisions of Indian Arbitration and Conciliation Act, 1996 and any modification thereon shall govern the proceedings. The contract and the arbitration shall be governed by Indian Law only. The Award made in pursuance thereof shall be binding on the parties.</p> <p>The Civil Courts in [High court of AP, <i>Hyderabad</i>] alone shall have jurisdiction to entertain any suit or matter arising out of this Agreement.</p>

IV. APPENDICES

Appendix A — Description of the Services	...
Appendix B — Reporting Requirements	...
Appendix C — Key Personnel and Sub-consultants	...
Appendix D — Break-up of Contract Price in Indian Currency	...
Appendix E — Services and Facilities Provided by Client	...
Appendix F — Form of Bank Guarantee for Advance Payment	...

Appendix A

Terms of Reference

[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.]

Appendix B

Reporting Requirements

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

Appendix C

Key Personnel and Sub-consultants

(Refer Clause 4.1 of General Conditions of Contract)

List under:

[Insert a table based on Form TECH-5, 6 and 7 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

- C-1: Names and Titles, detailed job descriptions and minimum qualifications and experience of Personnel to be assigned to work on the assignment, and staff-months for each.
- C-2 List of approved Sub-consultants [if already available]; same information with respect to their Personnel as in C-1.
- C-3 Same information as C-1 for key local personnel.

Appendix D

Breakdown of Contract Price in Indian Currency

[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-3, FIN-4, FIN-5 and FIN-6] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3 and FIN-4] at the negotiations or state that none has been made.]

List here the elements of cost used to arrive at the breakdown of the lump sum price:

1. Monthly rates for Personnel (Key Personnel and other Personnel).
2. Reimbursable expenditures

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

Appendix E

Services and Facilities Provided by the Client

[Indicative list – State/ULB may ascertain what documents are to be provided to the Consultant for this assignment]

1. Existing Master Plan/ draft Master Plan, if any.
2. Maps in digital format or hard copies.
3. Any reports which are available only with the Client and relevant to the assignment.

Appendix F

Form for Performance Guarantee

(To be stamped in accordance with Stamp Act if any, of the country for issuing bank)

Ref.: Bank Guarantee: _____ Date: _____

Sir,

In consideration of Government of -----, State Mission Directorate (hereinafter referred as the 'Client', which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s _____ (hereinafter referred to as the 'Consultant' which expression shall unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Client's Contract Agreement No. _____ dated _____ and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at Rs. _____ (in words and figures) for **GIS-based Master Plan Formulation for --- Package-I cities in --- Andhra Pradesh under** (hereinafter called the 'Contract') and the Client having agreed to make payment to the Consultant for performance of the above Contract as per the contract for consultancy service against Bank Guarantee to be furnished by the Consultant as security for the performance of the Consultant's obligation and/ or discharge of the Consultant's liabilities under / and/or in connection with the said contract.

We (Name of Bank) having its Head Office at _____ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the Client immediately on demand in writing all amounts demanded by the Client with reference to this guarantee/undertaking to the extent of Rs. _____ aforesaid at any time (upto 20% of the contract amount) without any demur, reservation, contest, recourse or protest and/or without any reference to the Consultant. Any such demand made by the Client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee. And the Bank hereby further agrees as follows:

1. This Guarantee/Undertaking shall be a continuing Guarantee/Undertaking and shall remain valid and irrevocable for all claims of the Client and liabilities of the Consultant arising upto and until 12 months from the date of the approval of the [*Master Plan*] on consultancy services provided by the Consultant provided that the Bank shall upon the written request of the Client made within in 6 (six) months of the said date extend this Guarantee/Undertaking by a further 6 (six) months from the said date, within which the Client may make a demand hereunder.

2. This Guarantee/Undertaking shall be in addition to any other guarantee or security whatsoever that the Client may now or at any time have in relation to the Consultant's obligation/ liabilities under and/or in connection with the said contract and the Client shall have full authority to take recourse to or reinforce this security in preference to the other

security (ies) at its sole discretion, and no failure on the part of the Client in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its full liability hereunder.

3. This Guarantee/Undertaking shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Consultant.

4. Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee/Undertaking and the obligations of the Bank in terms hereof shall not be anywise affected or suspended by reasons of any dispute or disputes having been raised by the Consultant (whether or not pending before any Arbitrator, Officer, Tribunal or Court) or any denial of liability by the Consultant or any other order or Communication whatsoever by the Consultant stopping or preventing or purporting to stop or prevent any payment by the Bank to the Client in terms hereof.

5. Notwithstanding anything contained herein:

(a) The Bank's liability under this Guarantee/Undertaking shall not exceed Rs. _____.

(b) This Guarantee/Undertaking shall remain in force upto 12 months from the date of approval of the [*Master Plan*] by the Client.

6. The Bank hereby declares that Shri _____ (name & designation of the person authorized to sign on behalf of the Bank) is authorized to sign this Guarantee/Undertaking on behalf of the Bank and to bind the Bank thereby.

Yours faithfully,

(Signature)

Name & Designation
Name of the Bank