

RFP Document

Selection of Transaction Advisor for Development of Housing Clusters for Central Paramilitary forces under the Ministry of Home Affairs (MHA) in PPP mode

9th December, 2009

Issued By

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1. LETTER OF INVITATION

Letter No. 5(2)/16/09-PPP

Dated: 9th December, 2009

To all the Transaction Advisors Empanelled by Department of Economic Affairs, Government of India

Dear Sir/Madam:

The Department of Economic Affairs, Ministry of Finance, Government of India on behalf of Ministry of Home Affairs (MHA), GoI, New Delhi (the Authority) invites proposals to provide the following consulting services: "Selection of Transaction Advisor for Development of Housing Clusters for Central Paramilitary forces under the Ministry of Home Affairs (MHA) in PPP mode". Further details of the services requested are provided in the enclosed Scope of Services.

All information contained in this RFP should be treated as commercially confidential and you are requested to limit dissemination on a need to know basis.

Please note that while all the information and data regarding this RFP is to the best of Authority's knowledge accurate within the considerations of scoping the proposed project, the Authority holds no responsibility for the accuracy of this information and it is the responsibility of the Transaction Adviser to check the validity of data included in the document.

The RFP is issued to Transaction Advisors empanelled by the Department of Economic Affairs, Government of India and notified on their website www.pppinindia.com

Yours sincerely,

(Name and Signature of Issuing Authority)

Shri Abhijit Phukon,
Deputy Director (PPP),
Department of Economic Affairs,
Ministry of Finance, GoI

2. DATA SHEET

1	Name of the Authority: Ministry of Home Affairs (MHA), Government of India, New Delhi.
2	Method of Selection: Quality and Cost Based Selection (QCBS)
3	Financial proposal to be submitted along with the Technical Proposal: Yes
4	<p>A pre bid conference will be held: Yes</p> <p>Date: December 21st , 2009</p> <p>Time: 1130hrs</p> <p>Venue: Room No. 72, Department of Economic Affairs, Ministry of Finance, Gol, North Block, New Delhi-110001.</p> <p>A maximum of two representatives of each bidder shall be allowed to participate on production of an authority letter from the bidder.</p> <p>During the course of Pre-Proposal Conference, the bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.</p> <p>Bidders requiring any clarification on the RFP may send their queries to the Authority in writing. All written queries should reach the Authority Representative by Email with an attachment in MS Word two days prior to the pre bid conference date. All queries should be directed to the Authority's Representative details provided below. The Authority shall endeavor to respond to the queries within the period specified therein but not later than 7 days prior to the Proposal Due Date. The Authority reserves the right not to respond to any questions or provide any clarifications</p>
5	<p>Authority Representative/ Point of contact for any queries related to the RFP</p> <p>Shri Abhijit Phukon, Deputy Director (PPP), Room No. 251 C, Department of Economic Affairs, Ministry of Finance, Gol, North Block, New Delhi-110001. Tele-fax: 011-23092469, Mobile: 09899490209, Email: abhijit.phukon@nic.in, abhijitphukon@gmail.com</p>

6	Proposal should remain valid for 120 days from the proposal due date
7	The Transaction Advisor is required to include with its Proposal written confirmation of authorization to sign on behalf of the Transaction Adviser; Yes
8	Consortia: Transaction Advisors are allowed to strengthen their team by including consortium partners but not from within the list empanelled by the DEA. The contract will however be signed with the Lead Transaction Adviser and the Lead Transaction Adviser will be liable for all activities and conditions under the Contract.
9	The Transaction Advisor must submit the original and one copy of the technical proposal and one original copy of the Financial Proposal
10	<p>The Transaction Advisers are required to submit sealed Technical Proposal and separately sealed Financial proposal. Email submissions are not allowed.</p> <p>Two separately sealed envelopes containing 'Technical Proposal' and 'Financial Proposal' shall be kept in a third envelope. This envelope will be sealed and should be marked properly indicating the contents, "<i>Proposal for (Title of Consulting Service) - Do not open except in presence of the Evaluation Committee</i>". The name of the Consulting firm submitting the proposal must also be clearly indicated on the envelope.</p> <p>Each proposal (Technical and Financial separately) shall be hard bound and serially numbered. Financial figures shall be laminated/covered with transparent adhesive tape.</p>
11	A bid Security must be submitted: Yes
12	The amount of bid Security is Rs. 25,000 (Rupees Twenty Five Thousand Only).
13	Format for Bid Security: Bank Demand Draft drawn in favour of "Ministry of Home Affairs (MHA), Government of India" and payable at New Delhi
14	<p>The Bid Security shall be returned not later than 120 days from Proposal Due Date (PDD) except in case of the two highest ranked bidders. Bid Security of second ranked bidder shall be returned on signing of the agreement with the TA. The Selected bidder's Bid Security shall be returned, upon the bidder signing the Agreement and furnishing the Performance Security.</p> <p>Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive</p>
15	Proposals must be submitted no later than the following date and time: December 30 th , 2009 at 1530 hours. Bid received after this time will not be entertained nor considered.
16.	<p>Address for submission of the Proposal</p> <p>Shri Abhijit Phukon,</p>

	Deputy Director (PPP), Room No. 251 C, Department of Economic Affairs, Ministry of Finance, Gol, North Block, New Delhi-110001.
17	Expected date for public opening of Technical Proposal: December 30 th , 2009 at 1600 hours
18.	Expected date for opening of Financial Proposal of eligible bidders: (to be notified).
19	Expected date for contract negotiations: (to be notified)
20	Expected date for commencement of consulting services: January 2010

3. INTRODUCTION AND BACKGROUND

3.1. PROJECT DESCRIPTION

The Ministry of Home Affairs (MHA), Government of India, New Delhi wishes to undertake the development of Housing Clusters for Central Paramilitary forces under the Ministry of Home Affairs (MHA) in PPP mode.

The MHA, (Project Authority), wishes to construct around 1,00,000 residential accommodation units for its Central Para Military Forces (CPMF) personnel across the country. Over 250 potential sites for construction of these units (in clusters) have been identified across the country. These basic residential units are not expected to be very varied between sites, requiring to conform to MHA established technical specifications for CPMF housing; variations will mainly be through local site characteristics and possible "add-on" infrastructure such as access roads, water and sanitation networks, etc as required for the sites. Land acquisition for most of the sites has been completed by the MHA.

Under previous assistance to the MHA, a pilot project feasibility report has been prepared which has already identified **5 project clusters** to be rapidly developed through to a bid process closure before June 2010. This report includes:

- project clusters (i.e. site groupings),
- basic project costs based on preliminary technical evaluation,
- financial model
- proposed PPP structure along with value for money analysis
- draft Request for Qualification

The 5 clusters encompassing 30 sites are spread as follows:

- a) Kadarpur (National Capital Region) cluster – includes 10 sites
- b) Jalandhar cluster - includes 4 sites
- c) Guwahati (Assam) cluster 1 - includes 6 sites
- d) Guwahati (Assam) cluster 2 - includes 4 sites
- e) Kathgodam (Uttarakhand) cluster - includes 6 sites

The preliminary project cost for the above clusters is estimated to Rs 1600 crores. The appointment of Transaction Advisor shall be made on Quality and cost based selection (QCBS).

3.2. PROJECT OBJECTIVE

The TAs team will undertake all activities to achieve the following key stages for the project:

Stage-I:

- (i) Review and updation of feasibility report – The TAs team will need to rapidly review the 5 clusters in the feasibility report including any further validation of the technical designs and costs for the project, updation of the sites per cluster if any major changes have occurred, develop the financial model and review the PPP model, and value for money analysis. A financing plan for the Project including possible financing from government schemes, commercial financiers, private sector, etc must be considered in the finalization of the financial model. Key aspects especially payment structure to the PPP operator, risks matrix, any institutional structures to be created for supporting government payments (e.g. through an annuity fund), will need to be finalized;
- (ii) Launch of Request for Qualification (RfQ) – Post approval of the updated feasibility report as appropriate, the TAs team will finalize the, a) a pre-qualification set of criteria, b) list of likely interested parties from India and overseas, c) RfQ document;
- (iii) Pre-bid / stakeholders conference – coordinating the conduct of an appropriate level of interaction with stakeholders to elicit queries on the Project and develop appropriate responses for such queries;
- (iv) Evaluation & Short listing – of bidders for the RfQ stage of the process and discussion with the Project Authority and DEA.

Stage-II:

- (v) Finalization of project structuring issues - including payment mechanisms, development of performance parameters for the PPP operator, institutional and legal structuring issues, finalization of a risk matrix, legal contracting issues. The TAs team will be expected to present the final project structure and a risk analysis of the Project to the Authority and DEA;
- (vi) Development of RfP documents – including appropriate legal and operational covenants which incorporate both domestic and international best practices;
- (vii) Launch of RfP bid process including coordinating appropriate pre-bid conferences, dealing with bidder queries, development of a bidder shortlist, assistance with negotiations leading upto final bid award;

4. SCOPE OF WORK

Stage I: The detailed activities are:

- I. **Technical Parameters:** The Transaction Adviser will review and finalise the technical specifications for the proposed Project leading to, a) finalized technical specifications for the building parameters and core provisions (such as accommodation, catering facilities, sports facilities, etc), b) timelines for implementation of construction and use of funds, and the c) finalized base costs for the Project overall.
- II. **Value For Money (VFM) Analysis:** The Transaction Adviser will conduct appropriate economic cost- benefit analysis to develop a VFM analysis and Project Rationale.
- III. **Development of Financial Model:** Review the technical model for the Project and finalize the base case Project costs including timelines for implementation and funds flow requirements. Based on the base case costs, the Transaction Adviser will develop a financial model including all assumptions for capital expenditure (CAPEX), operation and maintenance (O&M) costs, possible revenue (and alternative revenue generation) projections for each cluster/unit and the Project. Sensitivities and outputs (projected project financial statements - balance sheet, cash flow, income statement, key ratio analysis, Financial Internal Rate of Return (FIRR), Debt Service Coverage Ratio (DSCR), other ratios) should be developed. The financing plan must include identified sources of finance available for either direct part funding of capital expenditures or for annuity type support.
- IV. **PPP Options Development:** Based on the Project costs and financial model, develop PPP structures including assessing funding sources from the government, private sector, etc. A recommended PPP project structure should be capable of achieving sustainable operational and financial viability. Clear details of the proposed PPP structure/s should be identified such as concession / management contract / etc along with a risk assessment matrix and likely impacts on the Authority such as required annuity or other payments. Institutional requirements for the PPP structures such as the need for a Special Purpose Vehicle, joint ventures, etc should be identified.
- V. **Stakeholder (private sector, financiers, DEA and other government agencies, etc) consultations** should be held to incorporate feedback on potential acceptability of the PPP structures.

- VI. **Legal and institutional analysis:** The Transaction Adviser will develop policy and institutional analysis, impacting the selected PPP modality for the Project, and assist with bid process, project documentation, and evaluation procedures. For the analysis, (a) conduct a policy and institutional assessment to ascertain the validity and viability of the proposed PPP structure for the Project and Authority capacities to manage the Project once operational and recommend required changes and capacity improvement measures as appropriate; (b) recommend institutional measures to improve the governance of the Project entity after implementation; (c) develop “bankability” measures for the proposed PPP project structure, such as fee payment mechanisms, preconditions for a private operator to fulfill in meeting service obligations, default and risk clauses, and step-in rights of government; and (d) assist in bid process management through documentation preparation, including request for qualification, request for proposal, contractual agreements between Authority and winning bidder, as well as in developing bidder instructions, bid qualification parameters and bid evaluation criteria, bidding process schedules, and stakeholder consultations.
- VII. **Environment and Social Safeguards:** The Transaction Adviser will make sure that all the aspects related to Environmental and Social Safeguards are adhered to.
- VIII. **RfQ development Private sector analysis:** The Transaction Adviser will develop likely qualification criteria for potential private parties and draft a Request for Qualification document. This document should be discussed with Authority and DEA and post approvals launched into the market.
- IX. **Assistance for IIPDF/PPPAC approvals:** The Transaction Adviser will assist the Authority in all meetings with DEA to finalise formal IIPDF and PPPAC (RfQ and RfP) approvals.

Deliverables for Stage I

The Transaction Adviser will

- a) Finalise a consolidated "Project Report Stage I" including technical reviews, financial model, PPP options, draft RfQ;
- b) Lead discussions with the Authority and DEA for formal approvals of above report and for RfQ launch;
- c) Lead Stakeholder consultations;

- d) Lead launch of RfQ in the market and short listing of qualified parties; and
- e) Assist in all matters relating to IIPDF/PPPAC meetings.

Stage II: The detailed activities are:

- I. **Review and Finalize the Financial Model:** The Transaction Adviser will assist in finalizing the financial model, in the light of the results of the market assesment, revised designs and private sector inputs.
- II. **Finalization of Project Structure:** The Transaction Adviser, in the light of the revised financial model and the qualitative and quantitative input received from the market surveys, present a final Project structure which will be capable of achieving sustainable operational and financial viability, thereby balancing Value for Money for the Authoritying Authority and viability for the private sector. Various commercial and legal options, (together with the project's legal specialist as required), for Project structuring will be examined to recommend a suitable PPP modality and suitable implementation structure such as concession / management contract / etc, whether as an Special Purpose Vehicle, joint venture, etc; the analysis should include feedback as to the potential acceptability of the PPP structure from developers and lenders.
- III. **Financing Plan:** The Transaction Adviser will identify and assess all possible financing options for the assignment in relation to the final Project structure. Recommendations may be provided on debt equity ratios, loan tenures and rates, etc to improve Project viability and attractiveness. The financing plan must include identified sources of finance available for either direct part funding of capital expenditures or for annuity type support.
- IV. **Bid Process Design and Bid Documents:** Post finalization of the Project Structure, the Transaction Adviser shall develop the contract documents (RfQ, Request for Proposal (RfP) etc), bid process and appropriate governance for the Project. Bid Process design and the choice between a single stage process vs. a two stage process will be evaluated and a suitable design adopted. The RfQ, RfP and the Concession Agreement that are thus required shall be developed and presented to the concerned authorities for approval.
- V. **Conducting the Bid Process:** The Transaction Adviser will assist with the Bid process management, including finalization of PPP structure and financial model, preparation of bid documents and criteria, a Request for Proposal (RfP) launch, formulation of responses to bidder queries, bid evaluation and recommendations per criteria in the RfP

document, recommending a private developer, contract negotiations and bid closure which are required to be undertaken, for bringing the Project to a Technical Close.

VI. All other activities as agreed with Authority

Deliverables for Stage II

The Transaction Adviser will:

- a) Develop a report in containing financial model results, final building designs and final Project structure;
- b) Finalise bid documents including Draft Concession Agreements; and
- c) Assist the Authority with Bid Process Management and award of the Project.

5. DURATION OF SERVICES

The Transaction Advisor will work for the Authority till the execution of the concession agreements for the above Project. The total duration of the entire project is expected to be 6-9 months.

The Transaction Adviser must include his lump sum quotation in the fee for sufficient manpower inputs to comply with the Scope of Services.

6. DELIVERABLES

The deliverables of the Project are as follows:

S.No.	Deliverables	Timeline from the date of commencement
1	Inception Report	10 days
2	Feasibility Reports	1.5 months
3	Issue of RFQs	1.5 months

4	Evaluation of RFQ documents	2.5 months
5	Issue of RFP documents	3 months
6	Replies to pre bid queries	3.5 months
7	Evaluation Reports	4 months
8	Issue of LOIs	4.5 months
9	Signing of Concession Agreements	5 months

7. PAYMENT SCHEDULE

The following table details out the payment structure against the deliverables for each sub-project:

S.No.	Deliverables	Percentage of Payment
1	Inception Report	5%
2	Feasibility Report	15%
3	Issue of RFQ	10%
4	Evaluation of RFQ document	10%
5	Issue of RFP document	20%
6	Evaluation Report	5%
7	Issue of LOI	15%
8	Signing of Concession Agreement	20%

Proportionate payment shall be made phase-wise for each cluster on successful completion of each phase of bidding process for each cluster.

8. PROJECT PROCESS FOR EACH PROJECT

Methodology

This will vary for each output. However, recommendations should be based on (i) Analysis of the situation; (ii) Best Practice elsewhere; (iii) Feasibility based on the Govt. of India context, as well as dialogue and consensus between representatives of business, government as well as civil society.

Working Conduct

The Transaction Advisers will work in close association with the Authority which is the implementing agency to take this work forward and DEA, GoI which is supporting the project development.

9. REQUIREMENT OF TRANSACTION ADVISOR

Transaction Advisers will be required to provide required qualified personnel including experts in the relevant sector, public-private partnerships, investment promotion, project preparation and appraisal, policy and legal issues. The Transaction Adviser will be required to be available at a short notice as and when required by Authority at their office in Delhi.

All the prospective Transaction Advisers shall have sufficient qualified personnel, sub-Transaction Advisers, and resources to accomplish all the services described herein within the prescribed time. The Transaction Adviser should be capable of furnishing all necessary professional, technical, and expert services as required to complete all the elements of Consultancy assignment described below in the Scope of Work. Authority is seeking Transaction Advisor, which can bring together a team of professionals and sub-professionals capable of completing all aspects of the Consultancy assignment. This will require a high degree of management and technical expertise and experience directly related to structuring of Public-Private Partnership for similar projects.

Key Personnel : The Consultancy Team shall consist of at least the following key personnel (the “Key Personnel”) .

Key Personnel	Educational Qualification	Length of Professional Experience	Minimum Experience on Eligible Assignments
Team Leader(PPP Expert)	CA/MBA/Post Graduate in Civil	10 years	Project development on PPP basis including familiarity with project agreements, tendering arrangements,

	Engineering		project structuring, risk management and successful project implementation of at least 2 housing projects on PPP.
Finance Expert	CA/MBA(Fin)	10 years	Financial structuring of infrastructure projects, Model preparation, Risk analysis of at least 2 housing projects on PPP.
Contract / Legal Expert	Law Graduate	10 years	Preparation of Contracts documents, Contract negotiation and successful project closure of at least 2 PPP projects.
Infrastructure Specialist	Graduate in Civil Engineering	10 years	Experience of at least 2 infrastructure (housing and residential complexes) projects of undertaking detailed technical design specifications development/ review and dedicated cost estimates.

Availability of Key Personnel: The bidder shall ensure that the above Key Personnel along with other sub-professionals, such as Architects, Structural Engineering expert, Environmental expert and Social safeguards expert, required for the assignment are available. The Authority will not normally consider any request of the selected bidder for substitution of Key Personnel during negotiations. Substitution, will, however be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

Team leader proposed for assignment shall not be allowed to change. As a condition to such substitution, a sum equal to 10% (ten per cent) of the total fee shall be deducted. In the case of a second substitution hereunder, such deduction shall be 20% (twenty per cent). Any further substitution may lead to disqualification of the Applicant or termination of the Agreement.

10. TERMS AND CONDITIONS

The Applicant(s) shall bear all costs associated with the preparation and submission of its proposal and contract negotiation.

All documents submitted by the Applicant(s) will be treated as confidential, and will not be returned to Applicant(s).

Authority reserves the right to accept or reject any or all applications, without thereby incurring any liability to the affected Applicant(s) or any obligation to inform the Applicant(s). Authority also reserves the right not to award or enter into any contract or agreement with any Applicant(s), and may terminate the procurement process at any time without thereby incurring any liability to any Applicant.

Failure by any Applicant(s) to provide all of the information required in the proposal or any additional information requested by Authority may lead to rejection of the Applicant's proposal in its entirety.

Transaction Advisers have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the Transaction Adviser or termination of its Contract at any stage.

A recommendation for award of Contract will be rejected if it is determined that the recommended Transaction Adviser has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question; in such cases the Authority will declare the Transaction Adviser and/or members of the consortium ineligible, either indefinitely or for a stated period of time and Transaction Advisers will be blacklisted.

Wherever required by applicable laws, Authority shall deduct taxes at source, from the amounts payable, and shall provide to the Transaction Advisor the appropriate tax deduction certificate evidencing payment of such taxes.

The Transaction Advisor shall submit to Authority five (5) copies of the final output envisaged in the Scope of Services including the RFP and the Concession Agreement. All the reports and agreements shall be submitted on CDs (1 set) containing all basic as well as processed data.

In case of difference in Original and copy of submission the Original shall prevail.

11.SUBMISSION OF PROPOSAL

Once submitted, the proposal, including the composition of the consulting team, cannot be altered without prior written consent of Authority. Standard Formats for submission of the Proposal are enclosed with this RFP

12.EVALUATION AND SELECTION PROCESS

Evaluation of Technical Proposal

The evaluation of Technical Proposal will be made on the basis of qualification and experience of the project team proposed by the Transaction Adviser for this assignment. The evaluation criteria for assessing the proposals are as follows:

Technical Criteria	Particulars	Number	Maximum Points	Sub-Total Marks	Maximum Marks
PPP Experience of Lead transaction advisory firm	Number of projects (successfully awarded) in India and overseas (provide completion certificates)	more than 25	100%		15
		10 - 24	50%		
		less than 10	25%		
PPP Advisory experience to government agency/entity in India on housing projects	Number of projects advised on in India	more than 20 projects	100%		30
		10 - 19 projects	50%		
		Less than 10	25%		
Advisory Experience on specific project related area – government, security forces housing projects in India	Number of projects advised on in India.	10 projects or more	100%		20
		3-9 projects	50%		

		less than 3 projects	25%		
Team Leader(PPP Expert)	Per CV: a) General qualifications - 20% b) Infrastructure Sector experience – no. of years of PPP projects experience - 80%	15 yrs or more experience 10- 15 yrs	100% 50%		5
Finance Expert	Per CV: a) General qualifications - 20% b) Infrastructure Sector experience – no. of years of experience - 80%	15 yrs or more experience 10- 15 yrs	100% 50%		5
Infrastructure Specialist	Per CV: a) General qualifications - 20% b) Infrastructure Sector experience – no. of years of experience - 80%	15 yrs or more experience 10-15 yrs	100% 50%		2.5
Contract / Legal Expert	Per CV: a) General qualifications - 20% b) Infrastructure Sector experience – no. of years of PPP projects experience - 80%	15 yrs or more experience 10- 15 yrs	100% 50%		2.5
					15

The Transaction Adviser, who does not score the minimum technical level of 65, will not be considered for opening of Financial Proposal. Authority reserves the right to judge, appraise, and reject any or all proposals.

Evaluation of Financial Proposal

For financial evaluation, total cost of financial proposal will be considered. This however, does not include service tax, which is reimbursable. The financial proposal shall be evaluated as follows:

Financial Proposal	lowest bid	100%	20 Marks obtained
	Other bids	Calculation of financial score : {(Minimum financial bid / Financial bid being considered)* 20}	

Ranking of L1 and other bidders shall be made on the basis of the aggregate of technical and financial scores.

The Authority will determine whether the financial proposals are complete, correct and free from any computational errors and indicate correct prices in local currency (Indian Rupee). The Authority will notify the successful Transaction Adviser in writing by registered letter, cable, telex, e-mail or facsimile.

After finalization of detailed scope of work, terms & conditions, schedule, and professional fee for the services, the firm selected will be required to enter into a contract agreement with Authority to provide the envisaged services described in the Scope of work.

Technical Proposal- Standard Forms

FORM TECH 1: LETTER OF PROPOSAL SUBMISSION

[Location, Date]

Shri Abhijit Phukon,
Deputy Director (PPP), Room No. 251 C,
Department of Economic Affairs,
Ministry of Finance, GoI, North Block,
New Delhi-110001.

Subject: Selection of Transaction Advisor for Development of Housing Clusters for Central Paramilitary forces under the Ministry of Home Affairs on PPP

Dear Sir,

We, the undersigned, offer to provide the consulting Assignment/job for Transaction Advisor in accordance with your Request for Proposal dated [Insert Date]. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial 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.

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 Signatory [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

FORM TECH 2: TRANSACTION ADVISER'S ORGANIZATION AND EXPERIENCE

A - Transaction Adviser's Organization

- i. PPP experience of the Lead Transaction Advisory Firm : Summary credentials specifying infrastructure PPP projects (project titles and /or project overview) successfully awarded (India and overseas);
- ii. PPP advisory experience in the Sector-Government Affordable Housing in India: Summary credentials specifying the number of projects (project titles and /or project overview) where advised a government agency or entity in India;
- iii. Project Focus Area Related Experience - Government Central Paramilitary Forces Housing in India: Summary credentials specifying the number of projects (project titles and /or project overview) advised on, in India;

[Provide here a brief description of the background and organization of your firm/entity and each associate for this Assignment/job. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm etc. Also if the Transaction Adviser has formed a consortium, details of each of the member of the consortium, name of lead members etc shall be provided]

B - Transaction Adviser's Experience

[Using the format below, provide information on each Assignment/job for which your firm, and each partner in the case of consortium or joint venture, was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out consulting Assignment/job similar to the ones requested under this Assignment/job (If possible, the employer shall specify exact assignment / job for which experience details may be submitted). In case of consortium, association of Transaction Adviser, the Transaction Adviser must furnish the following information for each of the consortium member separately]

Firm Name:

1	Assignment/job name:
1.1	Description of Project
1.2	Approx. value of the contract (in Rupees):
1.3	Country:
1.4	Location within country:
1.5	Duration of Assignment/job (months) :
1.6	Name of Employer:
1.7	Address:
1.8	Total No of staff-months of the Assignment/job:
1.9	Approx. value of the Assignment/job provided by your firm under the contract (in Rupees):
1.10	Start date (month/year):
1.11	Completion date (month/year):
1.12	Name of associated Consulatatnt, if any:
1.13	No. of professional staff-months provided by associated Consultants:
1.14	Name of senior professional staff of your firm involved and functions performed.
1.15	Description of actual Assignment/job provided by your staff within the Assignment/job:
	Note: Please provide documentary evidence from the client i.e., copy of work order, contract for each of above-mentioned assignment. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal.

FORM TECH 3: COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE EMPLOYER

A - On the Terms of Reference

[Suggest and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the Assignment/job. Such suggestions should be concise and to the point, and incorporated in your Proposal. The Authority is not bound to accept the comments/modifications suggested]

B - On Inputs and Facilities to be provided by the employer

[Comment here on Inputs and facilities to be provided by the Employer to Consultants]

FORM TECH 4: DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT/JOB

Technical approach, methodology and work plan are key components of the Technical Proposal.

You are suggested to present your Technical Proposal divided into the following three chapters:

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing,

a) Technical Approach and Methodology (max 3 pages). In this chapter you should explain your understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan (max 3 pages). The Transaction Adviser should propose and justify the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here.

c) Organization and Staffing. The Transaction Adviser should propose and justify the structure and composition of your team. You should list the main disciplines of the Assignment/job, the key expert responsible, and proposed technical and support staff.]

**FORM TECH 6: CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF
(Max 3 pages per CV)**

1. Proposed Position:

[For each position of key professional separate form Tech-6 will be prepared]:

2. Name of Firm:

[Insert name of firm proposing the staff]:

3. Name of Staff:

[Insert full name]:

4. Date of Birth:

5. Nationality:

6. Education:

[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:

7. Membership of Professional Associations:

8. Other Training:

9. Countries of Work Experience:

[List countries where staff has worked in the last ten years]:

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

11. Employment Record:

[Starting with present position, list in reverse order every employment held by staff member 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:

12. Detailed Tasks Assigned

[List all tasks to be performed under this Assignment/job]

13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned [Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]

Name of Assignment/job or project:

Year:

Location:

Employer:

Main project features:

Positions held:

Activities performed:

14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

Place:

[Signature of staff member or authorized representative of the staff]

[Full name of authorized representative]:

**FORM TECH 7: INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION
THEREOF**

We hereby declare that our firm, our associate / group firm or any of the member of the consortium are not indulged in any such activities which can be termed as the conflicting activities. We also acknowledge that in case of misrepresentation of the information, our proposals / contract shall be rejected / terminated by the Employer which shall be binding on us. The determination of what construes conflicting activities, if any, shall be the prerogative of the Employer.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Financial Proposal - Standard Forms

FORM FIN 1: FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

Shri Abhijit Phukon,
Deputy Director (PPP), Room No. 251 C,
Department of Economic Affairs,
Ministry of Finance, Gol, North Block,
New Delhi-110001.

Subject: Selection of Transaction Advisor for Development of Housing Clusters for Central Paramilitary forces under the Ministry of Home Affairs on PPP

Dear Sir,

We, the undersigned, offer to provide the consulting Assignment/job for Transaction Advisor in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures]. This amount is Exclusive of the Service Tax. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in rejection of our financial proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal. Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Purpose of Commission	Gratuity

Note: The table does not limit the number of agents to seven. In case it is more than that please add the necessary rows.

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 FIN 2: FORMAT FOR FINANCIAL PROPOSAL

S No.	Project / Name	Total fee
1.	Transaction Advisory Services for Development of Housing Clusters for Central Paramilitary forces under the Ministry of Home Affairs on PPP	<i>[Indicate total fee]</i>
2.	Taxes Incl. Service Taxes, if any	[_____]
3.	Total	[_____]
[] to be filled in by the Applicant		

Authorized Signature:.....
Name:
Designation
Name of firm:.....
Address:.....

Please Note:

1. Fee structure and payment terms shall remain strictly as indicated above. Fee shall be quoted as a fixed amount in Indian Rupees. Conditional proposal shall be summarily rejected
2. The above quoted fee shall include all expenses such as legal fees and out of pocket expenses, etc. to be incurred by the Transaction Advisor to complete the assignment.
3. Service Taxes as applicable shall be indicated by the Transaction Advisor on total fee separately.
4. The bids shall be evaluated on QCBS.
5. In case Authority decides to abandon the project for any reason, the payment of the Transaction Adviser shall be restricted upto the Stage the services have actually been provided by the Transaction Advisers.
6. The fees quoted will be considered as the total fees for all clusters mentioned in this RFP. Proportionate payment shall be made phase-wise for each cluster on successful completion of each phase of bidding process for each cluster.
7. The authority desires to avail facility of India Infrastructure Project Development Fund (IIPDF) to cover a portion of the PPP transaction costs.
8. Terms of Payment will be as indicated in the RFP document.

Form of Contract

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CONTRACT FOR TRANSACTION ADVISER' SERVICES

Between

[Redacted]

and

[Name of the Transaction Adviser]

Dated:

I. Contract

This CONTRACT (hereinafter called the "Contract") is made the [day] day of the month of [month], [year], between the President of India acting through the **Authority** (hereinafter called the "Employer"), of the First Part and, [name of Transaction Adviser] (hereinafter called the "Transaction Adviser") of the Second Part.

WHEREAS

(a) the Transaction Adviser, having represented to the "Employer" that he has the required professional skills, personnel and technical resources, has offered to provide in response to the Notice inviting proposal dated _____ issued by the Employer;

(b) the "Employer" has accepted the offer of the Transaction Adviser to provide the services on the terms and conditions set forth in this Contract.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

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

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

Appendix A: Description of Services
Appendix B: Reporting Requirements
Appendix C: Staffing schedule
Appendix D: Cost Estimates
Appendix E: Duties of the "Employer"
Appendix F: Duties of the "Transaction Adviser"

2. The mutual rights and obligations of the "Employer" and the Transaction Adviser shall be as set forth in the Contract, in particular:

(a) the Transaction Adviser shall carry out and complete the Services in accordance with the provisions of the Contract; and

(b) the "Employer" shall make payments to the Transaction Adviser 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.

Signed by -----

For and on behalf of the _____

In presence of (Witnesses)

- (i)
- (ii)

2. For and on behalf of [name of Transaction Adviser]

[Authorized Representative]

In presence of
(Witnesses)

- (i)
- (ii)

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 for the time being.

(b) “Transaction Adviser” means any private or public entity that will provide the Services to the “Employer” under the Contract.

(c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is this General Conditions (GC), the Special Conditions (SC), and the Appendices.

(d) “Day” means calendar day.

(e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.

(f) “Foreign Currency” means any currency other than the currency of the “Employer’s” country.

(g) “GC” means these General Conditions of Contract.

(h) “Gov” means the Government of India

(i) “Local Currency” means Indian Rupees.

(j) “Party” means the “Employer” or the Transaction Adviser, as the case may be, and “Parties” means both of them.

(k) “Personnel” means professionals and support staff provided by the Transaction Adviser and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country; and “Key Personnel” means the Personnel referred to in Clause GC 4.2(a).

(l) “Fees” means all assignment-related costs [such as remuneration, travel, translation, report printing, secretarial expenses, taxes subject to specified maximum limits in the Contract].

(m) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.

(n) “Services” means the work to be performed by the Transaction Adviser pursuant to this Contract, as described in Appendix A hereto.

(o) "Third Party" means any person or entity other than the "Employer", or the Transaction Adviser.

(p) "In writing" means communicated in written form with proof of receipt.

1.2 Relationship between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the "Employer" and the "Transaction Adviser". The Transaction Adviser, subject to this Contract, has complete charge of Personnel, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

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

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

1.5 Notices

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

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

1.6 Location: The Services shall be performed at such locations as are specified in **Appendix A hereto** and, where the location of a particular task is not so specified, at such locations, as the "Employer" may approve.

1.7 Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the "Employer" or the Transaction Adviser may be taken or executed by the officials specified in the SC.

1.8 Taxes and Duties: The Transaction Adviser, Sub-Transaction Adviser and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India. Tax deductions, where ever applicable, shall be undertaken by the employer as per extant laws.

1.9 Fraud and Corruption

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

(i) "Corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of any thing of value to influence the action of a public official in the selection process or in contract execution;

(ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

(iii) "Collusive practices" means a scheme or arrangement between two or more Transaction Adviser, with or without the knowledge of the Employer, designed to establish prices at artificial, noncompetitive levels;

(iv) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.9.2 Measures to be taken by the Employer

(a) The Employer may terminate the contract if it determines at any time that representatives of the Transaction Adviser were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Transaction Adviser having taken timely and appropriate action satisfactory to the Employer to remedy the situation;

(b) The Employer may also sanction against the Transaction Adviser, including declaring the Transaction Adviser ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Transaction Adviser has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Employer-financed contract;

1.9.3 Commissions and Fees

At the time of execution of this Contract, the Transaction Adviser shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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

2.2 Termination of Contract for Failure to Become Effective: If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

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

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

2.5 Entire Agreement: This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

2.6 Modifications or Variations: (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

(b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.

2.7 Force Majeure

2.7.1 Definition (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

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

(c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

2.7.2 No Breach of Contract: The failure of a Party to 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.

2.7.3 Measures to be taken: (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

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

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

(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Transaction Adviser, upon instructions by the “Employer”, shall either:

(i) Demobilize; or

(ii) Continue with the Services to the extent possible, in which case the Transaction Adviser shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract.

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

2.8 Suspension: The “Employer” may, by written notice of suspension to the Transaction Adviser, suspend all payments to the Transaction Adviser hereunder if the Transaction Adviser fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Transaction Adviser to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Transaction Adviser of such notice of suspension.

2.9 Termination

2.9.1 By the “Employer”: The “Employer” may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (i) of this Clause GC 2.9.1.

(a) If the Transaction Adviser fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the “Employer” may have subsequently approved in writing.

(b) If the Transaction Adviser becomes (or, if the Transaction Adviser consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.

(c) If the Transaction Adviser fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

(d) If the Transaction Adviser, in the judgment of the "Employer", has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

(e) If the Transaction Adviser submits to the "Employer" a false statement which has a material effect on the rights, obligations or interests of the "Employer".

(f) If the Transaction Adviser places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.

(g) If the Transaction Adviser fails to provide the quality services as envisaged under this Contract. The Project Management Committee (PMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The PMC may decide to give one chance to the Transaction Adviser to improve the quality of the services.

(h) If, as the result of Force Majeure, the Transaction Adviser is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(i) If the "Employer", in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.2 In such an occurrence the "Employer" shall give a not less than thirty (30) days' written notice of termination to the Transaction Adviser, and sixty (60) days' in case of the event referred to in (i).

2.9.3 By the Transaction Adviser: The Transaction Adviser may terminate this Contract, by not less than thirty (30) days' written notice to the "Employer", in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.3.

(a) If the "Employer" fails to pay any money due to the Transaction Adviser pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Transaction Adviser that such payment is overdue.

(b) If, as the result of Force Majeure, the Transaction Adviser is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(c) If the "Employer" fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

(d) If the "Employer" 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 Transaction

Adviser may have subsequently approved in writing) following the receipt by the “Employer” of the Transaction Adviser’s notice specifying such breach.

2.9.4 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Transaction Adviser’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.

2.9.5 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Transaction Adviser 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 Transaction Adviser and equipment and materials furnished by the “Employer”, the Transaction Adviser shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

2.9.6 Payment upon Termination: Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the “Employer” shall make the following payments to the Transaction Adviser:

(a) If the Contract is terminated pursuant to Clause 2.9.1 (g), (h) or 2.9.2, remuneration pursuant to Clause GC 6.3(h) (i) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;

(b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (f), the Transaction Adviser shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Employer” may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the Authority may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The Transaction Adviser will be required to pay any such liquidated damages to Authority within 30 days of termination date.

2.9.7 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE TRANSACTION ADVISER

3.1 General

3.1.1 Standard of Performance: The Transaction Adviser shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Transaction Adviser shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the “Employer”, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Sub-Transaction Adviser or Third Parties.

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

3.2.1 Transaction Adviser not to benefit from Commissions, Discounts, etc.: (a) The payment of the Transaction Adviser pursuant to Clause GC 6 hereof shall constitute the Transaction Adviser's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Transaction Adviser 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 Transaction Adviser shall use its best efforts to ensure that any Sub-Transaction Adviser, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

(b) Furthermore, if the Transaction Adviser, as part of the Services, has the responsibility of advising the “Employer” on the procurement of goods, works or services, the Transaction Adviser shall comply with the Employer's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the “Employer”. Any discounts or commissions obtained by the Transaction Adviser in the exercise of such procurement responsibility shall be for the account of the “Employer”.

3.2.2 Transaction Adviser and Affiliates Not to Engage in Certain Activities: The Transaction Adviser agrees that, during the term of this Contract and after its termination, the Transaction Adviser and any entity affiliated with the Transaction Adviser, as well as any Sub-Transaction Adviser and any entity affiliated with such Sub-Transaction Adviser, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Transaction Adviser's Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities: The Transaction Adviser shall not engage, and shall cause their Personnel as well as their Sub-Transaction Adviser and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality: Except with the prior written consent of the “Employer”, the Transaction Adviser and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Transaction Adviser and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services. The Transaction Advisor shall adhere to strict standards of data

protection, maintenance of intellectual property rights and protection of confidentiality of the various documents, records and reports relating to the projects.

3.4 Insurance to be Taken out by the Transaction Adviser: The Transaction Adviser (i) shall take out and maintain, and shall cause any Sub-Transaction Adviser to take out and maintain insurance, at their (or the Sub-Transaction Adviser', as the case may be) own cost but **on terms and conditions approved by the "Employer"**, insurance against the risks, and for the coverage specified in the SC, and (ii) at the Employer's request, shall provide evidence to the "Employer" showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

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

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

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

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

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

3.8 Documents Prepared by the Transaction Adviser to be the Property of the "Employer": All plans, drawings, specifications, designs, reports, other documents and software prepared by the Transaction Adviser for the "Employer" under this Contract shall become and remain the property of the "Employer", and the Transaction Adviser shall, not later than upon termination or expiration of this Contract, deliver all such documents to the "Employer", together with a detailed inventory thereof. The Transaction Adviser may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Transaction Adviser and third parties for purposes of development of any such computer programs, the Transaction Adviser shall obtain the Employer's prior written approval to such agreements, and the

“Employer” shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

3.9 Equipment, Vehicles and Materials Furnished by the “Employer”: Equipment, vehicles and materials made available to the Transaction Adviser by the “Employer”, or purchased by the Transaction Adviser wholly or partly with funds provided by the “Employer”, shall be the property of the “Employer” and shall be marked accordingly. Upon termination or expiration of this Contract, the Transaction Adviser shall make available to the “Employer” an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the Employer’s instructions. While in possession of such equipment, vehicles and materials, the Transaction Adviser, unless otherwise instructed by the “Employer” in writing, shall insure them at the expense of the “Employer” in an amount equal to their full replacement value.

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

4. TRANSACTION ADVISER’ PERSONNEL

4.1 General: The Transaction Adviser shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

4.2 Description of Personnel: (a) the title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Transaction Adviser’s Key Personnel are as per the Transaction Adviser’s proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the “Employer”, his/her name is listed as well.

(b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Transaction Adviser by written notice to the “Employer”, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Employer's written approval.

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the “Employer” and the Transaction Adviser. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

4.3 Approval of Personnel: The Key Personnel and Sub-Transaction Adviser listed by title as well as by name in Appendix C are hereby approved by the “Employer”. In respect of other Personnel which the Transaction Adviser proposes to use in the carrying out of the Services, the Transaction Adviser shall submit to the “Employer” for review and approval a copy of their Curricula Vitae (CVs). If the “Employer” does not object in writing (stating the

reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the “Employer”.

4.4 Removal and/or Replacement of Personnel: (a) except as the “Employer” may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Transaction Adviser, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Transaction Adviser shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the “Employer” (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Transaction Adviser shall, at the Employer's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the “Employer”.

(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Transaction Adviser may wish to claim as a result of such replacement, shall be subject to the prior written approval by the “Employer”. The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. Also (i) the Transaction Adviser shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.5 Resident Project Manager: If required by the SC, the Transaction Adviser shall ensure that at all times during the Transaction Adviser's performance of the Services a resident project manager, acceptable to the “Employer”, shall take charge of the performance of such Services.

5. OBLIGATIONS OF THE “EMPLOYER”

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

(a) Provide the Transaction Adviser and Personnel with work permits and such other documents as shall be necessary to enable the Transaction Adviser or Personnel to perform the Services.

(b) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2 Change in the Applicable Law Related to Taxes and Duties: If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Transaction Adviser for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Transaction Adviser in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Transaction Adviser under this Contract shall be increased or decreased accordingly by agreement between the Parties

hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

5.3 Services, Facilities and Property of the “Employer”: (a) The “Employer” shall make available to the Transaction Adviser and its Personnel, for the purposes of the Services and **free of any charge**, the services, facilities and property described in Appendix E at the times and in the manner specified in said **Appendix E**.

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

5.4 Payment: In consideration of the Services performed by the Transaction Adviser under this Contract, the “Employer” shall make to the Transaction Adviser such payments and in such manner as is provided by Clause GC 6 of this Contract.

5.5 Counterpart Personnel: (a) If necessary, the “Employer” shall make available to the Transaction Adviser free of charge such professional and support counterpart personnel, to be nominated by the “Employer” with the Transaction Adviser’s advice, if specified in Appendix E.

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

6. PAYMENTS TO THE TRANSACTION ADVISER

6.1 Total Cost of the Services (a) The total cost of the Services payable is set forth in Appendix D as per the Transaction Adviser’s proposal to the Employer and as negotiated thereafter.

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

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

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

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

(a) The Transaction Adviser shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved and as per the specified percentage as per SC 11.

(b) Once a milestone is completed, the Transaction Adviser shall submit the requisite deliverables as specified in this Contract. The Employer shall release the requisite payment upon acceptance of the deliverables. However, if the Employer fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Employer shall release the payment to the Transaction Adviser without further delay.

(c) Final Payment : The final payment as specified in SC 11 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Transaction Adviser and approved as satisfactory by the "Employer". The Services shall be deemed completed and finally accepted by the "Employer" and the final report and final statement shall be deemed approved by the "Employer" as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the "Employer" unless the "Employer", within such ninety (90) day period, gives written notice to the Transaction Adviser specifying in detail deficiencies in the Services, the final report or final statement. The Transaction Adviser shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the "Employer" has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Transaction Adviser to the "Employer" within thirty (30) days after receipt by the Transaction Adviser of notice thereof. Any such claim by the "Employer" for reimbursement must be made within twelve (12) calendar months after receipt by the "Employer" of a final report and a final statement approved by the "Employer" in accordance with the above.

(d) For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Employer after submission by the Transaction Adviser with/without modifications to be communicated in writing by the Employer to the Transaction Adviser.

(e) If the deliverables submitted by the Transaction Adviser are not acceptable to the Employer, reasons for such non-acceptance should be recorded in writing; the Employer shall not release the payment due to the Transaction Adviser. This is without prejudicing the Employer's right to levy any liquidated damages under clause 9. In such case, the payment will be released to the Transaction Adviser only after it re-submits the deliverable and which is accepted by the Employer.

(f) All payments under this Contract shall be made to the accounts of the Transaction Adviser specified in the SC.

(g) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Transaction Adviser of any obligations hereunder, unless the acceptance has been communicated by the Employer to the Transaction Adviser in writing and the Transaction Adviser has made necessary changes as per the comments / suggestions of the Employer communicated to the Transaction Adviser.

(h) In case of early termination of the contract, the payment shall be made to the Transaction Adviser as mentioned herewith: (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The Transaction Adviser shall provide the details of persons reasonably worked

during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified. (ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the Transaction Adviser in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

7. FAIRNESS AND GOOD FAITH

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

7.2 Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

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

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

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

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

9. Liquidated Damages

9.1 The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

9.2 The amount of liquidated damages under this Contract shall not exceed 20% of the total value of the contract as specified in Appendix D.

9.3 The liquidated damages shall be applicable under following circumstances:

(a) If the deliverables are not submitted as per schedule as specified in SC 11, the Transaction Adviser shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof.

(b) If the deliverables are not acceptable to the Employer as mentioned in Clause 6.3 (f), and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice, the Transaction Adviser shall be liable for Liquidated Damages for an amount equal to 1% of total cost of the services for every week or part thereof for the delay.

10. Miscellaneous provisions:

(i) "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.

(ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

(iii) The Contractor/Transaction Adviser shall notify the Employer/ the Government of India of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.

(iv) Each member/constituent of the Contractor/Transaction Adviser, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.

(v) The Contractor/Transaction Adviser shall at all times indemnify and keep indemnified the Employer/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.

(vi) The Contractor/Transaction Adviser shall at all times indemnify and keep indemnified the Employer/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's/Transaction Adviser's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/Transaction Adviser.

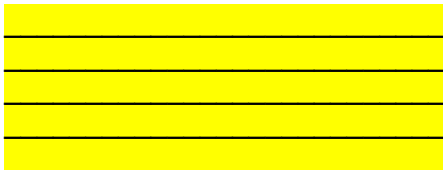
(vii) The Contractor/ Transaction Adviser shall at all times indemnify and keep indemnified the Employer/Government of India against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.

(viii) All claims regarding indemnity shall survive the termination or expiry of the Contract.

(ix) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (Contractor/Transaction Adviser) for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Employer.

III. Special Conditions of Contract:

(Clauses in brackets { } are optional; all notes should be deleted in final text)

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.	1.5	The addresses are: 1. "Employer" :  Attention: Facsimile :
		2. Transaction Adviser : Attention : Facsimile :
2.	1.7	The Authorized Representatives are: For the "Employer":

		For the Transaction Adviser:
3.	2.1	Effectiveness of the Contract: From the date of signing of the Contract
4.	2.2	The time period shall be 2 (two) months
5.	2.3	The time period shall be 15 days
6.	2.4	The time period shall be 9 months
7.	3.4	The risks and the insurance coverage shall be as follows:
		(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Transaction Adviser or its Personnel or any Sub-Transaction Adviser or their Personnel, with an adequate coverage
		(b) Third Party liability insurance, with an adequate coverage
		(c) Professional liability insurance to cover the employer against any loss suffered by the employer due to the professional service provided by the Transaction Adviser, with a adequate coverage
		(d) Workers' compensation insurance in respect of the Personnel of the Transaction Adviser and of any Sub-Transaction Adviser, in accordance with the relevant provisions of the Applicable Laws of India, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
		(e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Transaction Adviser's property used in the performance of the Services, and (iii) any documents prepared by the Transaction Adviser in the performance of the Services, by theft, fire or any natural calamity.
8.	4.5	{The person designated as resident project manager in Appendix C shall serve in that capacity, as specified in Clause GC 4.5.}
9.	6.1	(b) The ceiling in local currency is: [insert amount and currency]
10.	6.3	For lump-sum contracts payment will be made based on milestones indicated for each activity as below: Copy as per RFP
11.	8.3	The Arbitration proceedings shall take place in New Delhi in India.

Binding signature of Employer Signed by _____

(for and on behalf of the Authority _____)

Binding signature of Contractor Signed by _____

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

In the presence of

(Witnesses)

- 1.
- 2.

IV. Appendices

APPENDIX A – DESCRIPTION OF SERVICES

Note: This Appendix will include the final Scope of Work worked out by the “Employer” and the Transaction Adviser during technical negotiations, dates for completion of various tasks, place of performance for different tasks/activities, specific tasks/activities/outcome to be reviewed, tested and approved by “Employer”, etc.

APPENDIX B - REPORTING REQUIREMENTS

Note: List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

APPENDIX C – STAFFING SCHEDULE

(Include here the agreed (negotiated staffing schedule including the engagement of sub-contractors, if any)

APPENDIX D – Total COST OF SERVICES

(Include here the rates quoted in the financial proposal or the negotiated rates, whichever is applicable)

APPENDIX E - DUTIES OF THE “EMPLOYER”

(Include here the list of Services, facilities and property to be made available to the Transaction Adviser by the “Employer”).

APPENDIX F - DUTIES OF THE “Transaction Advisor”

(Include here the list of Services to be made available by the Transaction Adviser to the “Employer”).

APPENDIX G – Copy of RFP issued with addendum, if any

APPENDIX H – Copy of Technical Proposal submitted by “Transaction Advisor”