

# Criterion - 7

## Institutional Values and Best Practices

NAAC- SSR (2<sup>nd</sup> Cycle)



# ETERNAL UNIVERSITY

BARU SAHIB, SIRMOUR-173101  
HIMACHAL PRADESH

**7.3.1(7)**

**Bamboo mat storage  
technology for ginger and  
garlic**



**ETERNAL UNIVERSITY**

BARU SAHIB, SIRMOUR-173101  
HIMACHAL PRADESH

**CONTRACT FOR CONSULTING FIRMS  
AND OTHER SERVICE PROVIDERS**

Contract no.: **CAFRI-NABARD/22/S/004**  
Project: **Climate Adaptation and Finance in Rural  
India (CAFRI) - NABARD**  
Processing no.: **18.2255.0-003**  
Processed by: **Yoka Maria Fernandes**  
Telephone: **91 11 4949 5353**

Deutsche Gesellschaft für  
Internationale Zusammenarbeit (GIZ)  
GmbH

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Chairman of the Supervisory Board  
Martin Jäger

Management Board  
Tanja Gönner (Chair)  
Ingrid-Gabriela Hoven  
Thorsten Schäfer-Gümbel

Based on the General Terms of Contract (local) the present Contract is concluded between the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH, represented by

**German Development Cooperation  
GIZ GmbH, Office New Delhi  
A2/18, Safdurjung Enclave  
New Delhi - 110 029, INDIA**

**(referred to hereinafter as “GIZ”)**

and

**The Kalgidhar Trust  
Eternal University  
Baru Sahib, via Rajgarh, District Sirmour,  
Himachal Pradesh 173101  
Email id: [registrar@eternaluniversity.edu.in](mailto:registrar@eternaluniversity.edu.in)  
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**(referred to hereinafter as “Contractor”).**

### 1. Purpose of the Contract

To study facilitating demonstration on new storage technology to minimize ginger & garlic storage losses in Himachal Pradesh.

### 2. Terms of Reference

The Contractor undertakes to perform the services listed in the Special Agreement (Annex 1).

### 3. Assignment of Personnel

In order to perform the services, it is anticipated that during the period from **28-02-2022** to **27-05-2022**, the Contractor shall assign the following experts:

**Dr. Sushma Sharma and others as Expert**

### 4. Reports/Appraisals

Reporting/Submission of the study/The handover of work is governed by the Special Agreement (see Annex 1).

### 5. Remuneration

For the performance of services, the Contractor shall be remunerated as follows:

#### Dr. Sushma Sharma and others

#### Expert

1,80,000	INR	x up to	1.0	Expert days/ up to	1,80,000/- INR
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Professional fees of Experts, Ref. Special Agreement

#### Travel costs

50,000	INR	x up to	1.0	without quantity up to	50,000/- INR
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against proof of performance, Ref. Special Agreement

#### Other costs

40,000	INR	x up to	1.0	without quantity up to	40,000/- INR
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against provision of evidence, Ref. Special Agreement

#### Other costs

2,40,000	INR	x up to	1.0	without quantity up to	2,40,000/- INR
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against provision of evidence, Ref. Special Agreement

#### Other costs

18,000	INR	x up to	1.0	Lumpsum up to	18,000/- INR
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Lumpsum, 10% Institutional overhead cost on fee, Ref. Special Agreement

<b>Total remuneration</b>	<b>up to</b>	<b>5,28,000/- INR</b>
<b>(Rupees Five Lakh Twenty Eight Thousand Only)</b>		

All costs incurred in connection with the performance of the services are deemed settled herewith.

The tax provisions are listed in the Special Agreement in the section entitled "Other Provisions".

## 6. Payments

Payment of the remuneration agreed on in Section 5 shall be effected, depending on the type of remuneration, following the performance of services, submission of reports (see Special Agreement), acceptance of services performed, and invoicing.

**Advance payment** after signing of the Contract and written request for payment anticipated at **28-02-2022** up to **INR 2,11,200/- (Rupees Two Lakh Eleven Thousand Two Hundred only)**

**Final payment** after final invoice anticipated by **27-05-2022** up to **INR 3,16,800/- (Rupees Three Lakh Sixteen Thousand Eight Hundred only)**

The invoice must be submitted as 1 original with 1 copy(ies).

## 7. Other provisions

- 7.1 The original vouchers must be submitted for all items of the Contract for which documentary proof is required.
- 7.2 The Contractor shall carry out project accounting in keeping with the principles of proper bookkeeping.
- 7.3 GIZ shall have an unrestricted right to examine the project accounts at any time. This shall not affect the obligation of the Contractor to submit original vouchers.

## 8. General Terms of Contract

- 8.1 The Special Agreement shall constitute an integral component of the Contract.
- 8.2 The General Terms of Contract (local) shall constitute an integral component of this Contract. The Contractor hereby declares that it is familiar with the General Terms of Contract (local).
- 8.3 The Contract shall be drawn up in 2 originals. The Contractor shall receive one original.
- 8.4 All modifications to this Contract shall be made only in writing.

New Delhi, India,

For the GIZ

\_\_\_\_\_

place, date

\_\_\_\_\_

Mr. Shiba Prasad Mishra

\_\_\_\_\_

Mr. Shailendra Dwivedi

\_\_\_\_\_

**The Kalgidhar Trust**  
**Tax number AAATT1307M**

### Annexes

1. Special Agreement
2. General Terms of Contract (local) enclosed/known
3. Specific Conditions pertain to Covid- 19 Measures



## Special Agreement

Contract no: CAFRI-NABARD/22/S/004  
 Project: Climate Adaptation and Finance in Rural India (CAFRI) - NABARD  
 Project no: 18.2255.0-003  
 Contractor: The Kalgidhar Trust

Deutsche Gesellschaft für  
Internationale Zusammenarbeit (GIZ) GmbH

### 1. Terms of Reference

#### 1. General information

##### a. Brief information on the project

The Indo-German Climate Adaptation and Finance in Rural India (CAFRI) project, GIZ India commissioned by the German Federal Ministry for Economic Cooperation and Development (BMZ) is supporting the National Bank for Agriculture and Rural Development (NABARD) to manage climate risks in their portfolio and improve resilience, by directly incorporating adaptation measures in agricultural value chain. The reduction of risks due to climate change will be strengthened in NABARD's portfolio with better governance, active participation, innovative finance models and processes to ensure all invested time and efforts for development plans do not turn into non-performing assets in due time. The project is supporting and collaborating with NABARD, Farmer Producer Organizations (FPOs) and government line departments to identify, co-design and ascertain climate risk for agricultural value chain; and explores investment options in adaptation measures. In order to leverage financing opportunities from private sector, the project looks into ways of effective blended finance approach for enhancing impacts, and ensuring sustainable livelihoods of farmers.

The key areas for the project comprise:

- Supporting developmental programmes of NABARD to consider gender-sensitive climate risks and evolve adaptation instruments
- Engaging private sector and banks on climate risk & financing opportunities by facilitating blended finance approaches

##### b. Context

Ginger and garlic is an important spice crop of India and our country is one of the leading producer, exporter of ginger and garlic in the world. Ginger and garlic is widely used around the world in food as a spice both in fresh and dried form which adds flavour to the meal by creating spicy pungent taste. Ginger and garlic is inevitable component of food in the whole world specially countries like India because of its delicious aroma, acute taste and peptic quality. Ginger is sown during April & May and planting time of garlic is August to September in the state. The mature crop is harvested and rhizome seed is separated from the marketable ginger. Subsequently farmers have to dispose of the ginger and garlic immediately into the market and accept the lowest rate of their produce due to huge losses during storage period. Various insects, pests affect the quality of ginger and garlic in storage and cause upto 30 to 50% losses to the crop during storage period. Previously used storage technique by the farmers is not helpful for them because there is huge amount of loss in weight and moisture that leads to big and large number of sprouting in ginger. Considering the devastating losses in storage, the proposed project on storage of ginger and garlic is addressed by providing new storage "Bamboo mat storage technology" to the farmers of Sirmour area through

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demonstration and training programs. This new technology will increase the shelf life of ginger and garlic in storage.

Ginger and garlic is the main commercial crop in Sirmour on which about 6,000 families are dependent for their economic survival and it serves as the main source of income for small and marginal farmers. Most of the ginger and garlic is produced in the hills in Pachhad, Rajgarh, Sangrah, Shillai and Nahan area of the district. As ginger is commonly used as a spice for culinary purposes and its sale has been enhanced during Covid-19 pandemic for culinary as well as drink purposes like kaadaah, including ginger in juices, soups and extracts. Today ginger remains a component of more than 50% of the traditional herbal remedies and has been used to treat nausea, indigestion, fever and infection and to promote vitality and longevity. Sirmour is the largest producer of the ginger and garlic in Himachal Pradesh with the highest area coverage. Production of garlic is 57205 MT and ginger is 16650 MT in Himachal Pradesh. Two popular garlic varieties GHC-1, Agrifound Parvati and Himgiri and other local varieties of ginger are commercially grown in the Sirmour district. Farmers of this district are mainly dependent on horticulture crops and there is no any other source of income. The rhizomes and cloves storage is essential for the next cultivation of ginger and garlic. During storage there are number of destructive micro-organisms like insects, viruses, bacteria, fungi, nematode and mycoplasma that cause great losses to ginger and garlic crop during storage.

GIZ in cooperation with NABARD is planning to promote promote the new technique '**Bamboo Mat Technology**' through training programs and demonstrations to the farmers of Sirmour. This new method has a potential to reduce post harvest losses by around 20%. Farmers from NABARD supported FPOs would also be trained in programmes. It is in this background, that GIZ would like to engage the services of a qualified technical agency to promote the new technique '**Bamboo Mat Technology**' through training programs and demonstrations to the farmers of Sirmour area of Himachal Pradesh to avoid harmful losses to the ginger and garlic with the following objectives:

- i. To get an overall estimate of income of farmers at district level(per household/FPO level) from ginger and garlic belt; specifying the impact on income due to post harvest loss.
- ii. To identify farmers, plan and facilitate demonstration and technical sessions on bamboo mat technology to farmers through workshop/training program.
- iii. To provide post-training support to interested farmers for setting up the technology at their farms.

**c. Deliverables:**

The contractor shall provide the following service:

1. Comparative analysis of income of farmers in ginger and garlic belt; specifying the impact on income due to post harvest loss.
2. Validation of the proposed bamboo mat technology, based on data collected on the fixed and working capital used in demonstration of the technology, including cost & returns.
3. Identify farmers (60) including farmers from Sangrah, Nahan & Pachhad block, plan and facilitate demonstration and technical sessions on bamboo mat technology to farmers at Sirmour district through workshop/training program Developing demonstration and training plan.
4. Provide post-training support to interested farmers for setting up the technology at their farms.
5. Recommend plans/strategies along with capital required for scaling-up (by FPO, state government/NABARD/other stakeholders) of the technology to reduce post-harvest loss at block level.

S.No.	Deliverables	Timeline
1.	Demonstration/ Workshop Plan (methodology, implementation strategy, schedule of tasks etc.)	First week of March 2022
2.	Workshop 1 Delivery	Mid week of March 2022
3.	Workshop 2 Delivery	Mid week of March 2022
4.	Workshop/Training Report	Last week of March 2022
5.	Final Report	Last week of May 2022

## 2. Specification of inputs

Fee days	Number of experts	Number of days per expert	Comments
• Preparation/ Debriefing	3	4	
• Implementation		14	
Travel expenses	Number of experts	Number of days/nights per experts	Comments
•			Local conveyance
•			
•			
Flights	Number of experts	Number of flights per experts	Comments
•			
•			
Other costs			Comments
<b>Two Workshops for two days each.</b> Approximately 30 Participants (farmers) for each workshop. Will include all meals, accommodation for 2 nights and any other expenses.			Costs to be provided on a lumpsum basis per participant.
Banners/Photography/ Manual/ Brochures/ writing aid/ Printing etc			

Calculate your financial bid exactly in line with the quantitative requirements of the specification of inputs above. There is no contractual right to use up the full days/travel or workshops or budgets. The number of days/travel/workshops and the budgets will be contractually agreed as **maximum amounts**. The regulations on pricing are contained in the price sheet.

### Note:

If restrictions are introduced to combat coronavirus/COVID-19 (restrictions on air travel and travel in general, entry restrictions, quarantine measures, etc.), GIZ and the contractor are obliged to make adjustments to their contractual services to reflect the changed circumstances on the basis of good faith; this may involve changes to the service delivery period, the services to be delivered and, if necessary, to the remuneration.

### d. Place(s) of Assignment

Place of assignment – Himachal Pradesh, Sirmour  
Place of Travel - Himachal Pradesh, Sirmour



**e. Reporting**

The consultant has to submit the reports / deliverables as per ToR to GIZ, Technical Expert, Climate Adaptation and Finance in Rural India (CAFRI) – NABARD, project.

**f. Procurement of Equipment and Materials**

The Contractor shall procure and enter into the inventory the following equipment in accordance with Section 11 of the General Terms of Contract (local): NA

All equipment procured at GIZ's expense shall be surrendered to - NA

**g. Other provisions**

- i. As per Indian Tax Law, tax at source has to be deducted on payments to consultants, if such payments exceed India rupees 30,000, - Per year.
- ii. GST will be paid as per law and as per current prevailing rates.

**h. Confidentiality**

All Information and documentation given to the consultant is strictly confidential and may be used only for the purposes of completing the assignment. All documentation and illustration material must be returned immediately on completion or termination of the assignment.

**i. Amendments of the Terms of Reference**

These Terms of Reference may be amended in writing only, subject to the agreement of both parties

**Deliverable & Payment Schedule in INR**

Date	Fee	Travel Expenses	Other Costs	Other Costs (Overhead)	Deliverables
28.02.2022	INR 72,000	INR 20,000	INR 1,12,000	INR 7,200	Advance Payment on signing of the contract and submission of original invoice
27.05.2022	INR 1,08,000	INR 30,000	INR 1,68,000	INR 10,800	Final payment on submission of all final deliverables as per contract and submission of original invoice.
<b>Total</b>	<b>INR 1,80,000</b>	<b>INR 50,000</b>	<b>INR 2,80,000</b>	<b>INR 18,000</b>	

**Break up of Fee cost in INR**

Name of Experts	Designation	No. of days	Daily fee rate in INR	Total Fee
Dr. Sushma Sharma	Assistant Professor/ Eternal University	10	INR 10,000	INR 1,00,000
Dr. Neelam Thakur	Assistant Professor/ Eternal University	4	INR 10,000	INR 40,000
Dr. Mahesh Tripathi	Assistant Professor/ Eternal University	4	INR 10,000	INR 40,000
<b>Total</b>		<b>18</b>		<b>INR 1,80,000</b>

**Break up of Travel and Other costs in INR**

Description	Number	Rate per day in INR	Cost in INR	Remarks
Vehicle Hire/ Local Travel	1	INR 13/km	INR 50,000	On submission of proof of performance (logbook /sheet containing details of the journey)
Other Costs (Banner, Photography, Manual printing, brochures)	2	INR 20,000	INR 40,000	On submission of third party original invoice
Other Costs (Workshop with 30 farmers for 2 days )	2	INR 1,20,000	INR 2,40,000	On submission of third party original invoice and original signed participant list with complete details
Other Costs (Institutional Overhead cost – 10% of fee)	1	INR 18,000	INR 18,000	Lumpsum
<b>Total</b>			<b>INR 3,48,000</b>	

# General Terms of Contract governing the delivery of works and services commissioned by Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH (local)

May 2017

## 1. General principles and obligations

### 1.1. Scope of application

The General Terms of Contract (local) apply to contracts concluded for the implementation of German international cooperation projects with developing countries. Contractors shall clearly indicate that they are carrying out the tasks as part of a project promoted by the Government of the Federal Republic of Germany and in fulfilment of their contract with the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH as the client, hereinafter referred to as GIZ.

### 1.2 Cooperation with other institutions

The Contractor undertakes to cooperate in an appropriate manner with the German mission abroad, with other experts engaged in German technical or financial cooperation activities in the country of assignment, and with representatives and experts of multilateral organisations, insofar as these have an impact on project activities.

### 1.3 Compliance with project agreements

The Contractor is obliged to comply with the agreements reached between the Federal Republic of Germany and the country of assignment under international law and, where applicable, with the project implementation agreement concluded between the project executing agency and GIZ.

### 1.4 Confidentiality

Contractors shall treat all commission-related data and other information of which they become aware when implementing the commission as confidential, both during and beyond the term of the contract. The use of such data and information for the Contractor's own purposes is not permitted.

Contractors shall not allow third parties to access documentation or work results of any kind, in particular reports, without the prior written consent of GIZ. For the purposes of this clause, the term 'third parties' includes the ultimate commissioning party.

### 1.5 Conduct in the country of assignment/Regulations of the country of assignment

Contractors are obliged to adapt their personal conduct to the local conditions.

Contractors shall observe all frontier-crossing regulations and any other national regulations in force at the time, and take account of the terms of the respective agreements/exchanges of notes and of foreign exchange regulations.

### 1.6 Design of business cards and business stationery

The use of project or programme-related business cards and/or business stationery by the Contractor requires the consent of GIZ.

### 1.7 Code of conduct

The Contractor shall take note that GIZ employees are obliged to observe the principles laid out in the respective currently valid version of GIZ's internal Code of Conduct, and undertakes to respect the directives and guidelines of this Code when dealing with GIZ employees.

The Contractor is obliged to act impartially and loyally at all times. Unless Contractors obtain the prior written approval of GIZ, they shall not enter into any commission-related procurement contracts with natural or legal persons with which they are connected personally or financially.

The Contractor shall not accept any additional remuneration from third parties in connection with the contract. Unless Contractors obtain the prior written approval of GIZ, they shall not accept any other commissions during the term of the contract for which a conflict of interest is to be anticipated for them due to the nature of the commission or due to their personal or financial connections with third parties. If a conflict of interest arises in the course of an existing contractual relationship, the Contractor shall disclose this to GIZ without delay and agree with GIZ upon the further procedure. In the event of a breach of the above provisions, GIZ is entitled to terminate the contract immediately pursuant to section 8.3 of these

General Terms of Contract. This right of termination also applies, in the course of an existing contractual relationship, a conflict of interest arises for the Contractor and if the Contractor and GIZ are unable to reach agreement on the further procedure.

### 1.8 Social standards

When implementing the commission, the Contractor is obliged to comply with the Fundamental Principles and Rights at Work in accordance with the Declaration of the International Labour Organization (ILO) of 18 June 1998 (freedom of association and the right to collective bargaining, the elimination of all forms of forced and compulsory labour, the abolition of child labour and the elimination of discrimination in employment and occupation). When implementing the commission, the Contractor agrees in particular to comply with the regulations through which the respective core labour standards of the ILO (conventions No. 29, No. 87, No. 98, No. 100, No. 105, No. 111, No. 138 and No. 182) have been transposed into the law of the country of assignment. If the country of assignment has not ratified one or more core labour standards or not enacted them in national legislation, the Contractor is obliged to comply with those regulations in the country of assignment which pursue the same goal as the core labour standards.

### 1.9 Use of personal data by GIZ

The Contractor agrees that personal data may be stored and processed by GIZ and shall obtain written consent from any expert they employ that such expert also agrees to his/her personal data being processed by GIZ. GIZ shall process personal data only to the extent required in connection with the implementation of the contract. The Contractor shall observe the data protection regulations of the partner country when collecting, processing or using any personal data that may be required and essential for the completion of their contractual tasks.

## 2. Assignment and replacement of personnel

### 2.1 Assignment of personnel

Contractors shall ensure that they and any experts they assign possess the appropriate professional and personal qualifications needed to complete the stipulated tasks successfully.

### 2.2 Replacement of personnel

GIZ is entitled to demand the replacement of experts at the expense of the Contractor if an expert does not meet these requirements or contravenes the obligations imposed on him/her by the Contractor in connection with the fulfilment of the contract. The replacement of experts at the instigation of the Contractor requires GIZ's prior written consent, which may be refused only for good cause.

## 3. Rights of use/Documentation on work results

**3.1** Waiving the author's or originator's right to be named, the Contractor shall assign to GIZ, for the duration of the statutory copyright period, an exclusive, assignable, sublicensable right without content-related restriction to reproduce, distribute, make publicly accessible, process and redesign the work results, including studies, drafts, documentation, articles, information, files, illustrations, drawings, calculations, materials and other documents ('work results') that are produced and/or procured in connection with the fulfilment of the contract. In particular, GIZ is entitled to reproduce, distribute and publish the work results in print and electronically via all known media, including newspapers, magazines, television, radio and the internet.

**3.2** As far as required in order to use and derive benefit from the work results, the Contractor shall assign to GIZ a non-exclusive right also to use studies, drafts, documentation, articles, information, files, illustrations, sketches, drawings, calculations and other materials provided from the existing resources of the Contractor to the extent stipulated under section 3.1.

**3.3** The contractually agreed remuneration for the implementation of the project by the Contractor includes the assignment of the rights of use as set out in sections 3.1 and 3.2.

Contract: CAFRI-NABARD/22/S/004

**3.4** Work results in the sense of section 3.1 also include computer programs that the Contractor creates, adapts, procures or provides in fulfilment of the contract. The right of use transferred to GIZ pursuant to the above provisions includes in particular the right to load, display, run, transmit, save, adjust, translate, edit and reproduce the programs. For the purpose of processing, the Contractor shall provide GIZ with the relevant source code and the program documentation, which GIZ may also pass on to third parties in the form of copies.

**3.5** The obligation to grant rights of use as set out in section 3.1 also applies if the Contractor engages a third party to deliver the contractual works/services. The Contractor shall make arrangements with all persons involved in producing the work results that they are entitled to grant the rights of use to GIZ to the extent outlined in section 3.1.

**3.6** The Contractor shall ensure that the work results are not encumbered with copyright or other rights of third parties that would restrict the use of the work results to the extent defined under section 3.1. The Contractor shall indemnify GIZ against all claims of third parties arising from the granting or exercise of the rights of use pursuant to section 3.1 and shall reimburse GIZ for all costs arising in connection with a corresponding legal defence.

#### **4. Publications**

Publications on the project or the activities of the Contractor within the framework of the project require the prior written approval of GIZ, even after acceptance and beyond the end of the contractually agreed period of assignment. Approval from GIZ is not required for brief descriptions of the commission and outlines of the work involved where these are designed for use in the public relations work of the Contractor. A statement on the content of the commission and the key results shall constitute a brief description of the commission. The Contractor shall always express in an appropriate way that its activities are being carried out on behalf of GIZ and shall also name the ultimate commissioning party and any other financing providers.

#### **5. Keeping of documents**

As a rule, documents and work results must be kept by the Contractor for ten years following acceptance or the expiry of the contractually agreed period of assignment and must be surrendered to GIZ for inspection on request.

#### **6. Reports**

##### **6.1 Costs of reports**

The costs of reports must be calculated as part of the billing rates for experts and will not be remunerated separately. If requested, the Contractor shall also provide the reports in electronic form.

##### **6.2 Special reports**

In the event of important incidents or circumstances, the Contractor shall, at no extra charge, without delay and without a specific request to that effect, draw up special reports. Important incidents or circumstances for the purposes of this section include major changes in terms of the risk assessment of the project; major time, development policy, financial or technical changes; and risks to the security or health of personnel.

#### **7. Obligation to provide information**

GIZ is entitled to review at any time the progress and results achieved during the implementation of the commission. The Contractor shall ensure that the documents necessary in this regard are available at all times and shall provide the information required. At the request of GIZ, the Contractor shall also furnish information to third parties and facilitate and cooperate appropriately with any inspections.

#### **8. Termination**

**8.1** GIZ may terminate the contract at any time either wholly or in respect of individual parts of the works or services.

**8.2** If GIZ terminates the contract on grounds for which the Contractor is not responsible, the Contractor shall be entitled to demand the agreed sum in remuneration. However, the Contractor shall agree to the deduction of non-incurred or avoidable expenses and of any amounts which it earns by working elsewhere, or by malicious intent fails to earn.

**8.3** If GIZ terminates the contract on grounds for which the Contractor is responsible, remuneration shall be paid for the

works/services already executed, to the extent that GIZ can make use of them, in accordance with the contract prices, or that part actually executed shall be remunerated as a proportion of the total contractual works/services on the basis of the contract prices.

Expenses will be remunerated in the same proportion. The work that has been executed but that GIZ cannot utilise shall be returned to the Contractor at the latter's expense. Insofar as the contract involves rendering services, the services rendered up to the date of termination shall be treated as usable. The right of GIZ to claim damages remains unaffected.

**8.4** GIZ is entitled to terminate the contract immediately in accordance with section 8.3 if the Contractor or a person acting on their behalf gives or offers a gift or other benefit to a GIZ employee, a family member of a GIZ employee, or any other person associated with the employee in connection with the award or execution of the commission. The same applies if the Contractor or a person acting on its behalf accepts gifts or other benefits from third parties in connection with the execution of the commission.

#### **9. Health requirements and exclusion of liability**

Contractors are responsible for ensuring that they and the personnel assigned by them to the project satisfy the health requirements for work in the country of assignment. The Contractor shall ensure that the necessary inoculations are obtained. GIZ disclaims any liability for property damage, sickness, personal injury or death in respect of the Contractor and the personnel assigned by the Contractor to the project. The Contractor undertakes to purchase sufficient insurance cover for itself and for the personnel it assigns to the project. The Contractor must provide evidence of compliance with this requirement if requested by GIZ. GIZ will not reimburse the Contractor for the cost of taking out health, life and accident insurance.

#### **10. Remuneration and terms of payment**

**10.1** The contractually agreed remuneration rates are binding.

**10.2** The Contractor's fee rate or the fee rate of any expert assigned by the Contractor covers all personnel costs, including ancillary personnel costs; backstopping, communication and reporting costs; and all overheads, profit, interest, risks, etc. The Contractor must provide evidence of all time worked.

**10.3** The fee is based on the contractually agreed unit (e.g. expert hour, expert day, expert month). Units other than those agreed cannot be invoiced. If expert months are agreed in the contract, an expert month is 30 calendar days.

**10.4** As a rule, payments will be made only on receipt of the relevant forms. All the necessary vouchers must be attached in the original.

**10.5** Any rebates, discounts, refunds and other price reductions must be passed on to GIZ.

**10.6** The Contractor shall submit the final invoice together with the certificate of performance/acceptance signed by the officer responsible for the commission immediately after the end of the contractually agreed period of assignment or the contractually agreed time for completion of the work. The invoice must be verifiable and contain all the necessary details (and all the required documentary evidence). Immediately after invoicing, the Contractor shall reimburse to GIZ those amounts paid by the latter in excess of its liability for payment.

If the Contractor does not submit the final invoice within fifteen days of receipt of a reminder from GIZ, it shall be obliged to refund the advance payment immediately.

The claims of the Contractor fall due upon expiry of a verification period of fifteen days after receipt of the final invoice, and if applicable, acceptance of the work. The partial or final payment will be made no later than thirty days after the claims become due, in the amount established and, where applicable, corrected by GIZ.

**10.7** The claims of the Contractor to remuneration arising from the contract will become statute-barred if they are not presented to GIZ in writing within one year.

**10.8** Costs in a foreign currency will be settled, as a general rule, at the rate shown by the corresponding vouchers for the purchase of foreign exchange to be attached to the Contractor's invoices. If such vouchers are not attached, currencies included in the monthly GIZ

exchange-rate list will be converted at the applicable rate given in this list.

**10.9** If a Contractor is obliged to provide collateral in the form of a bank guarantee, the content must be approved by GIZ. Such guarantees must be issued by a bank acceptable to GIZ, must be without any time limitation and must contain an explicit waiver of any plea or objection. Moreover, they must be payable upon the first written demand of GIZ and contain a declaration that the place of jurisdiction will be Frankfurt am Main, Federal Republic of Germany.

#### **11. Procurement of materials and equipment**

In the case of the contractually agreed procurement of materials and equipment, confirmation of handover to the recipient designated in the contract must be submitted in addition to the vouchers required pursuant to section 10.4. Procurement orders may only be placed with qualified and competent providers on cost-efficient terms and on the basis of competition. The Contractor must exercise due care with regard to transparency, equality of treatment and the eligibility of bidders. In general, three comparable bids must be obtained. The Contractor shall observe the 'GIZ rules for inventorising and handing over equipment and materials' (see the GIZ homepage [www.giz.de](http://www.giz.de) under 'Procurement' and then 'Important documents – Service contracts').

#### **12. Sanctions list check**

When implementing the contract, the Contractor must take appropriate steps to ensure that it enters into and maintains business relations only with such third parties that are reliable and to whom no statutory ban on entering into business applies. In particular, the Contractor shall ensure that the funds and economic resources provided are neither directly nor indirectly made available to third parties that are listed on a sanctions list issued by the United Nations Security Council, the EU or the Federal Republic of Germany. Furthermore, when implementing its contract, the Contractor shall ensure that it does not engage in any activity that would constitute a breach of embargoes or any other trade restrictions issued by the United Nations, the EU or the Federal Republic of Germany.

#### **13. Acceptance/Certificate of performance**

Confirmation that the work has been accepted/performed must be provided by the officer responsible for the commission named in the contract within sixty days after receiving the written notification of readiness for acceptance/performance of the works/services or delivery of the work to the officer responsible for the commission. Acceptance/performance of the works or services shall be documented by means of the certificate of performance/acceptance signed by the officer responsible for the commission. Advance payments and payments on account do not constitute partial acceptance. However, partial acceptance procedures may be agreed for sections of the work. Final payment by GIZ does not constitute acceptance.

#### **14. Covenant against assignment**

or payments shall not apply.

The assignment of claims arising from the contract is excluded, unless GIZ has agreed to such assignment in writing.

#### **15. Contractual penalty**

**15.1** If the Contractor fails to meet the agreed delivery dates and deadlines, or to deliver the work within the period of grace set by GIZ, then GIZ is entitled, as soon as the period of grace has expired, to demand a contractual penalty of 1% of the remuneration for each week that begins after expiry of the set period of grace; however, the contractual penalty shall not exceed a total of 10% of the remuneration.

**16.** In each of the cases specified in section 8.4, the Contractor is obliged to pay GIZ a contractual penalty of EUR 25,000 for each commission; however, the penalty payable shall amount to at least the value of the benefit granted. Further rights of GIZ to claim damages shall remain unaffected. However, the contractual penalty shall be deducted from such claims for damages.

#### **17. Liability**

The contractual liability of the Contractor is limited to EUR 300,000. If the total contract value exceeds this figure, the Contractor's liability shall be limited to the total contract value. This limitation of liability does not apply in cases of intent or gross negligence on the part of the Contractor. Furthermore, it does not apply to loss of life, bodily injury or damage to health.

#### **18. Applicable law/Place of jurisdiction**

The contract is subject to the laws of the Federal Republic of Germany. The exclusive places of jurisdiction are Bonn and Frankfurt/Main if the Contractor is a merchant or a legal entity or a special fund under public law, or does not have a general place of jurisdiction in the Federal Republic of Germany. GIZ may also institute proceedings against the Contractor before the competent court for the latter's place of residence or place of business or habitual place of residence.

#### **19. Amendments/Written form**

The contract, any amendments and additions to the contract and all material communications must be made in writing in order to be valid.

#### **20. Components of the contract**

The components of the contract are:

1. the contract with its annexes
2. these General Terms of Contract (local)

In the event that there is any discrepancy or contradiction between the components of the contract, the above components of the contract apply in the order in which they are listed.

In the event of any discrepancy or contradictions between annexes, the provision in the annex with the lower number shall apply.

The Contractor's general terms and conditions of business

# Standard Check List for Invoicing

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The following check list provides detailed orientation and guidance towards the supporting documents (mandatory requirement) required for invoice submission by the consultant/appraiser/etc.

This check list has been prepared as per GIZ guidelines. It is an integral part of the contract. The failure to comply with the requirements may result in disallowance and non-payment of all or any of the claims.

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## **A. GENERAL REQUIREMENT FOR ALL CONTRACTS**

### **1. INVOICING**

- 1.1. Contract number, PAN, bank details, invoice number and invoice date should be mentioned on the invoice. Cancelled cheque should be attached along with first invoice or payment request.
- 1.2. If GST is claimed, invoice should be issued according to the requirement of GST law.
- 1.3. Name and address details should be mentioned on the invoice for both the parties according to the contract.
- 1.4. Invoice should be signed & stamped by the consultant.
- 1.5. Lower TDS declaration on the invoice, if applicable.
- 1.6. Invoice(s) relating to fees should be raised as per payment schedule mentioned in the contract.
- 1.7. At the time of issuing the final invoice the consultant is expected to issue the invoice in such a manner that gross amount taken as advance is also invoiced with the final fee value. In other words, the final portion of the fees as well as the value of services against advance received, both should be invoiced.
- 1.8. Any expenditure claimed on the invoice should be:
  - 1.8.1. As per the terms of the contract.
  - 1.8.2. Expenditure bills must be within the contract period/duration.

### **2. DEVIATIONS**

- 2.1. Deviation to the following components can be allowed provided the same is agreed in writing during the contract period. The approval should be attached with the invoice.
  - 2.1.1. Change of travel sectors
  - 2.1.2. Change of personnel (Experts)

### **3. CASH TRANSACTIONS**

- 3.1. GIZ does not encourage cash transactions. Accordingly, any cash payment or aggregate of cash payments made to a person/per invoice, exceeding Rs. 5,000, shall be disallowed.



## **B. REIMBURSABLE TRAVEL COSTS & OTHER COMPONENTS**

### **1. Provision of evidence – Definition and other terms and conditions:**

- 1.1. Provision of evidence denotes that the claimed expenditure is based on original third-party invoice which is paid by the consultant. Therefore, original third-party bill/invoice to substantiate the expenditure (evidence) is a must.
- 1.2. The original bill/invoice must be in the name of the contracting party or assigned personnel mentioned in the contract.
- 1.3. Reimbursement claim should be supported by a detailed summary sheet in the attached format - **supplement A**
- 1.4. All supporting bills should be attached chronologically and serially numbered according to the summary sheet.
- 1.5. GIZ reserves the right to ask for proof of payment where deemed necessary.

### **2. Reimbursable travel costs**

- 2.1. **Air tickets:** Original boarding cards or boarding pass printout bearing boarding stamp along with original bill is required. In case the ticket is booked online, attach a copy of ticket along with proof of payment (copy of credit card/ bank statement)
- 2.2. **Train Tickets:** In case the train ticket is booked online, attach copy of ticket along with proof of payment (copy of credit card/ bank statement).
- 2.3. **Taxi Bills:**
  - 2.3.1. Taxi bill should be supported with duty slips signed by the traveler. Detail of each trip must be filled in the format of local travel - supplement A.
  - 2.3.2. All slips / small size bills / bills on thermal paper must be pasted on A4 sheet along with photocopy.
- 2.4. **Accommodation:**
  - 2.4.1. If hotel is booked online, then online invoice/booking confirmation is required along with proof of payment (credit card / bank statement)
  - 2.4.2. Only room rent will be payable, if as per contract daily allowance/per diem is paid separately. Food bill (breakfast, lunch and dinner) and any other room service will be disallowed.
  - 2.4.3. Room rent and food cost must be mentioned clearly on the bill/invoice separately. If the bill includes the breakfast with room rent and cost of breakfast is not indicated separately, then @ 20% deduction will be made from full day daily allowance.
  - 2.4.4. If accommodation is on double / triple occupancy, then all the guest names must be mentioned on the invoice/bill and in such cases only the proportional amount is claimable.
- 2.5. **Daily Allowance / Per Diem:**
  - 2.5.1. Daily allowance shall be calculated on actual travel days for outstation travel (travel sectors as defined in the contract).

2.5.2. In case, the GIZ travel guidelines apply to the contract for travel related reimbursements, the duration of an official travel/journey shall be calculated as the time between departure from the place of residence or the principle workplace at the start of an official journey, and the arrival at the same on completion of the official journey. Therefore, the following will be required

- Time of starting the travel/journey; and
- End time of the return journey
- Declaration of any free meals received

2.5.3. Deduction from daily allowance for free meals:

2.5.3.1. Meals which the consultant receive free of cost as usual subsistence on or during an official journey, shall be deducted from the full day daily allowance.

2.5.3.2. Declaration regarding such meals must be mentioned on the travel claim form. This reduction is made regardless of whether meals are consumed. This includes meals provided during flight journeys or during the business trip.

### 3. **OTHER REIMBURSABLE COSTS:**

3.1. Original bills should be attached with clear correlation to budget head of the contract.

3.2. In case of workshop cost, attach original bill along with signed list of participants and copy of agenda.

## C. GIZ TRAVEL GUIDELINES

For further details and clauses of GIZ travel guidelines, the consultant is expected to make himself/herself familiar with the requirements.

## D. LUMP SUM TRAVEL SETTLEMENT (If applicable)

Travel Component	Proof of performance
<b>Air Travel</b>	Copy of boarding passes (all sectors)/Travel certification from airline
<b>Train Travel</b>	Copy of train ticket
<b>Road Travel</b>	
<b>(a) Use of own car</b>	logbook/sheet containing details of journey
<b>(b) Use of public bus and other mode</b>	Declaration by consultant
<b>Per diem/daily allowance and accommodation allowance</b>	Based on the travel proof as defined above and as per contract, payment towards each travel will be made.
<b>International Travel ↓</b>	
<b>Visa cost</b>	Copy of visa (passport page)/ or authenticate visa fees instruction sheet from embassy website/VFS/ or other visa agency nominated by Embassy
<b>Vaccination Cost</b>	Vaccination certificate/ or copy of vaccination card issued by the designated agency.

**# For the settlement purposes, GIZ reserves the right to call for any original vouchers/invoices in case required for cross verification.**

## **Specific Conditions pertain to Covid- 19 Measures**

***The specific conditions pertain to Covid- 19 measures are integral part of contract and shall act as binding under special agreement and interpreted along with GTCC.***

In addition to the provisions as detailed in clause 09 of The General Terms of Contract governing the delivery of works and services commissioned by **Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH (local)**, the Consultant confirms that he/she accepts the Consulting engagement with full knowledge and understanding of the travel and other requirements of the engagement including specifically the need, on the part of the Consultant, to take all required precautions (including prevention and risk mitigation measures) against the risks arising from the ongoing Novel Corona Virus (CoVid - 19) Pandemic

The Consultant shall provide to the GIZ an RT-PCR Negative Test Report for Novel Corona Virus (CoVid - 19) prior to starting the Consulting Engagement and shall additionally comply with the following at all times in the course of the Consulting Engagement:

1. Obtain Medical and other Insurance Cover in respect of the Novel Corona Virus (CoVid - 19) Infection/Disease and consequences thereof – (GIZ will reimburse the insurance cover up to 5000 Indian Rupees on lumpsum basis)
2. Strictly follow and comply with the prescribed Mask, Hand Washing/Sanitization and Social Distancing Protocols.
3. Take safe and secure mode of transportation.
4. Observe all local restrictions/precautions as applicable for the specific areas of travel covered by the Consulting Engagement.
5. If eligible, get vaccinated against the Novel Corona Virus (CoVid - 19).
6. Install and maintain as active at all times the Government of India's Arogya Setu App.
7. If exposed to any active case of Novel Corona Virus (CoVid - 19) to take all steps as advised by the Government of India's advisories in such case.
8. If feeling unwell and experiencing any of the symptoms of Novel Corona Virus (CoVid - 19) infection - to take all steps as advised by the Government of India's advisories in such cases including but not limited to getting an RT-PCR Test for Novel Corona Virus (CoVid - 19), self-isolation, notifying the GIZ and also the concerned local Novel Corona Virus (CoVid - 19) isolation/treatment facility.
9. Other compliance as may be notified by the GIZ and the Government of India from time to time in relation to Novel Corona Virus (CoVid - 19) infection/disease.

Furthermore, The Consultant accepts the Consulting Engagement on a best and informed judgement basis with full knowledge of the tasks to be performed, the place of performance and the precautions and safeguards to be reasonably taken try the Consultant to mitigate all types of risks associated with the said Consulting Engagement. The Consultant undertakes the Consulting Engagement at his/her own risk and responsibility and shall not, under any circumstances, and at any time, be entitled to assert any liability or other claims whatsoever against the GIZ, its Management, Officers and Employees for any consequences or risks or harm that may arise to the Consultant in the course of or as a consequence of undertaking the Consulting Engagement or any actions or consequences arising in relation to such Consulting Engagement.