

Reference Number: Comp/6531

IICC

India International Convention & Exhibition Centre

National Competitive Bidding

**Engagement of an Agency for Comprehensive
Annual Maintenance Contract (CAMC) of
Existing DG sets System at India International
Convention and Exhibition Centre
(Yashobhoomi)**

REQUEST FOR PROPOSAL

May 2026

Sector 25, Dwarka, New Delhi

**India International Convention & Exhibition Centre Limited
(Yashobhoomi)**

Sector 25, Dwarka, New Delhi

Email: iiccdwarka@nicdc.in/ dileep.kumar@nicdc.in

Notice Inviting Tender (NIT)

National Competitive Bidding (NCB)

Reference Number:.....

**Engagement of an Agency for Comprehensive Annual Maintenance Contract
(CAMC) of Existing DG sets System at India International Convention &
Exhibition Centre (Yashobhoomi)**

Introduction:

In the absence of world class exhibition and conference facilities, India has never enjoyed the benefits of the market, both Asian and global, for meetings, incentives, conferencing and exhibitions. In order to capitalize on this vast market potential, drive India's industry and associated programmes such as Make in India, and to promote tourism, trade and commerce, the Department of Industrial Policy and Promotion, through India International Convention & Exhibition Centre Limited, has taken the initiative to develop India International Convention & Expo Centre, a state-of-the-art exhibition cum convention centre at Dwarka, New Delhi, as a flagship project.

Union Cabinet in its meeting held on November 10, 2017, approved the development of Exhibition-cum-Convention Centre and allied infrastructure in PPP and non-PPP mode at an estimated cost of Rs.25,703 crore. The project has developed by India International Convention & Exhibition Centre (IICC) Limited, a Special Purpose Company wholly owned by Government of India through Department for Promotion of Industry and Internal Trade (DPIIT). India International Convention & Exhibition Centre (IICC) Limited has been incorporated on 19 December 2017.

India International Convention Exhibition Centre (IICC) Limited is a flagship project of Government of India with a vision to create a state-of-the-art, world class Exhibition and Convention Facility which is on par with the best in the industry worldwide, in size and quality, offering an efficient and quality setting for international as well as national meetings, conferences, exhibitions and trade shows. The project was inaugurated by Hon'ble PM on 17th September 2023. The project is successfully operated commercially since 01st October 2023. India International Convention Exhibition Centre Limited (IICCL), an ISO 9001:2015 certified organisation is a Special Purpose Vehicle (SPV) under the Administrative Control of DPIIT, Ministry of Commerce & Industry that carries out project development activities and coordinates the implementation of various Industrial Corridor projects under

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the flagship 'National Industrial Corridor Development Programme'.

IICC Limited invites proposals for for Comprehensive Annual Maintenance Contract (CAMC) of Existing DG sets system. The salient features of the assignment, eligibility criteria and prescribed formats for submission of bid can be accessed in the RfQ cum RfP document uploaded on the website: www.IICCL.in or from GeM Portal (<https://gem.gov.in/>)

Interested and eligible applicants are requested to submit their **online responses** to the RfQ-cum- RfP at <https://www.gem.gov.in>.

Sd/-
CEO & MD,
IICC Limited.

DISCLAIMER

1. This RfQ-cum-RfP is neither an agreement nor an offer by the India International Convention & Exhibition Centre (“IICCL”) to any of the prospective applicants or any other persons. The purpose of this RfQ-cum-RfP is to provide information to any interested Applicants that may be useful to them in the formulation of their proposal pursuant to this RfQ-cum-RfP.
2. Neither IICCL nor its employees or associated agencies make any representations or warranties as to the accuracy, adequacy, correctness, reliability or completeness of any assessment, assumption, statement or information in this RfQ-cum-RfP, and it is not possible for IICCL to consider the particular needs of each Applicant who reads or uses this RfQ-cum-RfP. This RfQ-cum-RfP includes statements which reflect various assumptions and assessments arrived at by IICCL in relation to the assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Applicant should conduct its own due diligence, investigations and analyses and check the accuracy, adequacy, correctness, reliability and completeness of the information provided in this RfQ-cum-RfP and obtain independent advice from appropriate sources.
3. Neither IICCL nor its employees or associated agencies will have any liability to any prospective Applicant or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, cost, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RfQ-cum-RfP, any matter deemed to form part of this RfQ-cum-RfP, the award of the Assignment, the information and any other information supplied by or on behalf of IICCL or their employees, any associated agencies or otherwise arising in any way from the selection process for the Assignment. IICCL will also not be liable in any manner, whether resulting from negligence or otherwise, however caused arising from reliance by any Applicant upon any statements contained in this RfQ-cum-RfP.
4. IICCL will not be responsible for any delay in receiving the proposals. The issuance of this RfQ-cum-RfP does not imply that IICCL is bound to select or appoint an Applicant, as the case may be, for the Assignment, and IICCL reserves the right to accept/reject any or all of proposals submitted in response to this RfQ-cum-RfP at any stage without assigning any reasons whatsoever. IICCL also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted their proposals. IICCL reserves the right to issue another EOI/ RFP for the same or similar Assignment before the award of the contract. IICCL would have no liability to the affected Applicants(s) or any obligation to inform them of the grounds for such action(s).
5. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Neither IICCL nor its employees or associated agencies accept any responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. IICCL reserves the right to change/ modify/ amend any or all provisions of this RfQ-cum-RfP. Such changes/ modifications/ amendments to the RfQ-cum-RfP will be made available on the

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Government e Marketplace & website of IICCL and will be deemed to be a part of the RfQ-cum-RfP.

7. The RfQ-cum-RfP, ensuing communications, and contracts shall determine the legal and commercial relationship between the Applicant(s) and IICCL. No other Government or IICCL's document/ guidelines/ manuals, including its procurement manual (for internal and official use of its officers), notwithstanding any mention thereof in the RfQ-cum-RfP, shall have any locus-standi in such a relationship. Therefore, such documents/ guidelines/ Manuals shall not be admissible in legal or dispute resolution or grievance redressal proceedings.
8. Information contained in the RfQ-cum-RfP or subsequently provided to the applicant(s) is on the terms and conditions set out in the RfQ-cum-RfP.
9. Each applicant's procurement of this RfQ-cum-RfP constitutes its agreement to, and acceptance of, the terms set forth in this disclaimer. By acceptance of this RfQ-cum-RfP, the recipient agrees that this RfQ-cum-RfP and any information herewith supersedes any other documents(s) or earlier information, if any, in relation to the subject matter hereto.

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Section 1: Letter of Invitation

Date:

1 **Background:**

- 1.1 In the absence of world class exhibition and conference facilities, India has never enjoyed the benefits of the market, both Asian and global, for meetings, incentives, conferencing and exhibitions. In order to capitalize on this vast market potential, drive India's industry and associated programmes such as Make in India, and to promote tourism, trade and commerce, the Department of Industrial Policy and Promotion, through India International Convention & Exhibition Centre Limited, has taken the initiative to develop India International Convention & Expo Centre, a state-of-the-art exhibition cum convention centre at Dwarka, New Delhi, as a flagship project.
- 1.2 Union Cabinet in its meeting held on November 10, 2017, approved the development of Exhibition-cum-Convention Centre and allied infrastructure in PPP and non-PPP mode at an estimated cost of Rs.25,703 crore. The project has developed by India International Convention & Exhibition Centre (IICC) Limited, a Special Purpose Company wholly owned by Government of India through Department for Promotion of Industry and Internal Trade (DPIIT). India International Convention & Exhibition Centre (IICC) Limited has been incorporated on 19 December 2017.
- 1.3 India International Convention & Exhibition Centre (IICC) Limited is a flagship project of Government of India with a vision to create a state-of-the-art, world class Exhibition and Convention Facility which is on par with the best in the industry worldwide, in size and quality, offering an efficient and quality setting for international as well as national meetings, conferences, exhibitions and trade shows. The project was inaugurated by Hon'ble PM on 17th September 2023. The project is successfully operated commercially since 01st October 2023.

2 **Critical Data Sheet:**

- 2.1 Interested Applicants may download the RfQ-cum-RfP online from the following websites: (i) Government E-Marketplace – <https://www.gem.gov.in>.
- 2.2 Some important dates for this RfQ-cum-RfP process are as follows:

S. No.	Description of the event	Date
1.	Date of the issuance of the RfQ-cum-RfP.	As per GeM bid Document
2.	Pre-bid Meeting.	
3.	Last date of receiving queries/requests for clarification.	
4.	Uploading of responses to pre-bid queries.	
5.	Last Date for submission of the Proposal.	

3 **Objective:**

The objective to engage a qualified and experienced agency for undertaking the Comprehensive Annual Maintenance Contract (CAMC) of existing mechanical & Electrical systems at India International Convention & Exhibition Centre (Yashobhoomi), ensuring efficient operation,

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preventive and corrective maintenance, reliability, safety, and uninterrupted performance of the systems in accordance with prescribed standards and service requirements.

The detailed Terms of Reference shall be as described in Section 6 (*Terms of Reference*) of this RfQ-cum-RfP.

4 **Contents of the RfQ-cum-RfP:**

Section 1	–	Letter of Invitation
Section 2	–	Instructions to Service Providers
Section 3	–	Data Sheet
Section 4	–	Technical Bid – Standard Forms
Section 5	–	Financial Bid – Standard Forms
Section 6	–	Terms of Reference
Section 7	–	Standard Form of Contract
Appendices	–	Other relevant information, forms and formats

5 **Clarifications:** All clarifications/ corrigenda/ addenda will be published only on the Official Websites mentioned above.

Yours sincerely,

**CEO & MD,
India International Convention & Exhibition Centre Limited (Yashobhoomi).**

Section 2: Instructions to Applicants

1. Background

- 1.1 The objective to engage a qualified and experienced agency for undertaking the Comprehensive Annual Maintenance Contract (CAMC) of existing mechanical & Electrical systems at India International Convention and Exhibition Centre (Yashobhoomi), ensuring efficient operation, preventive and corrective maintenance, reliability, safety, and uninterrupted performance of the systems in accordance with prescribed standards and service requirements.

2. The RfQ-cum-RfP

2.1 Basic Tender Details

This 'RfQ-cum-RfP' details the terms and conditions for entering a contract for delivery of the Comprehensive Annual Maintenance services for (hereinafter called "**the Services**") described in Section 6 (Terms of Reference).

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2.2 General

- 2.2.1 The Client named in Section 3 (*Data Sheet*) will select a firm/organization (the "**Service Provider**") in accordance with the method of selection specified in Section 3 (Data Sheet). Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given by the Client and that the Client's decisions are without any right of appeal whatsoever.
- 2.2.2 The description of the Assignment has been mentioned in Section 3 (*Data Sheet*). Further, the detailed scope of the Assignment has been described in Section 6 (Terms of Reference).
- 2.2.3 The Applicants are invited to submit Technical and Financial Proposals (collectively, the "**Proposal**"), as specified in this RfQ-cum-RfP, for the appointment of Service Provider required to be performed as per the Assignment. The Proposal shall be submitted as per the forms given in relevant sections herewith. Upon selection, the Applicant shall be required to enter into a contract with the Client in the form specified in this RfQ-cum-RfP (the "**Contract**").
- 2.2.4 The term "**Applicant**" refers to a single entity. The Proposal will form the basis for the Contract signing between the Client and the selected Applicant. The selected Applicant shall provide services as Service Provider in accordance with Section 6 (Terms of Reference). **Joint venture or any Consortium is not permitted.**
- 2.2.5 **The bidder shall submit a self-declaration confirming that the manpower proposed for deployment under the scope of work has not been engaged, during the one (1) year preceding the bid publication date, and is not currently engaged in any assignment with NICDC, IICCL, UDS and KINEXIN related to the any project/work.**

2.2.6 The Applicants may on their own cost visit the site before submitting their respective proposals to batter under the Scope of services, Applicable Law and regulations or any other matter considered relevant by the Applicant. The Applicants should familiarize themselves with local conditions and take them into account while preparing their Proposals.

2.2.7 The Client will timely provide, at no cost to the Applicants, the inputs, facilities, and related reports, available with the Client, for preparation of the Proposals by the Applicants. However, for avoidance of doubt, it is hereby clarified that the aforesaid data/ information provided under the RfQ-cum-RfP or such other data/ information that may be provided under the RfQ-cum-RfP, is only indicative and solely for the purposes of rendering assistance to the Applicants towards preparation of their Proposals. The Applicants are hereby advised to undertake their own due diligence (to their complete satisfaction) before placing reliance on any such data/information furnished or to be provided later by the Client and/ or any of their associated agencies.

2.3 Conflict of Interest

2.3.1 The Client requires that the selected Applicant/Service Provider provides professional, objective, and impartial advice and always hold the Client's interests' paramount always and shall not try to get benefits beyond the legitimate payments and credentials in the Contract.

2.3.2 The Service Provider should strictly avoid conflicts with other assignments or its own interests, and act without any consideration for future work.

2.3.3 The selected Applicant/Service Provider shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of the Client and the Project. The Applicants must disclose to the Client in 'Qualification Proposal Submission Form' and 'Technical Proposal Submission Form' any actual or potential conflict that impacts its capacity to serve the best interest of the Client. Failure to disclose such situations shall be treated as a violation of the Code of Integrity and shall attract penalties mentioned therein. Proposals found to have a conflict of interest shall be rejected as non-responsive.

2.3.4 Without limitation on the generality of the preceding, an Applicant/Service Provider in this Procurement Process shall be considered to have a conflict of interest if the Service Provider ("**Conflict of Interest**"):

1 Conflicting Associations:

- (a) directly or indirectly controls, is controlled by or is under common control with another Applicant; or
- (b) receives or has received any direct or indirect subsidy/ financial stake from another Applicant; or
- (c) has the same correspondence address or same legal representative/ agent as another Applicant for purposes of this proposal;

- (d) has a relationship with another Applicant, directly or through common third parties, that puts it in a position to have access to information about or influence the Proposal of another Applicant or influence the decisions of the Client regarding this Selection Process.
 - 2 Unfair Competitive Advantage and Conflicting Activities: had (or any of its Affiliates) been engaged by the Client to provide goods, works, or services for a project, shall be disqualified from providing CAMC services resulting from or directly related to those goods, works, or services.
 - 3 Conflicting Assignments: would (including its experts and sub-Service Providers) or any of its Affiliates) be or are providing CAMC services in any another assignment that, by its nature, may conflict with this Assignment.
 - 4 Commissions and Gratuities: The Applicant(s) shall disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents concerning the Selection Process or execution and performance of the resulting Contract. The information disclosed must include the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.
 - 5 Conflicting Relationships: has close business/ family relationship with a staff of the Client who are/ would be directly/ indirectly involved in any of the following activities:
 - (a) Preparation of the RfQ-cum-RfP and/or Terms of Reference of the Selection Process; and/or
 - (b) Evaluation of Proposals or award of Contract, and/or
 - (c) Implementation/ supervision of the resulting Contract.
- 2.3.5 Notwithstanding any provision to the contrary contained in Clause 2.3.4 above, the prior engagement of an Applicant by the Client for any CMAC assignment of a similar nature shall not, in and of itself, be deemed to constitute a Conflict of Interest. However, such Applicant shall be obligated to fully disclose any such prior engagement with the Client, as specified in RFP. The Client reserves the exclusive right to determine, in its sole and absolute discretion, whether such prior engagement constitutes a Conflict of Interest, and the Client's decision in this regard shall be final and binding upon the Applicant.
- 2.4 Dispute Resolution
- 2.4.1 This RfQ-cum-RfP and the rights and obligations of the Parties and any dispute arising under or relating thereto (whether in contract, tort or otherwise) shall be governed by and construed in accordance with the laws of India.
- 2.4.2 The Parties shall submit to the exclusive jurisdiction of the courts in New Delhi, India.

2.5 Proposal Validity

2.5.1 The Proposal shall be valid for a period of not less than 120 (One Hundred and Twenty) days from the Proposal Due Date (the “**PDD**”). A Proposal valid for a shorter period shall be rejected as non-responsive.

2.5.2 In exceptional circumstances, before the expiry of the original time limit, the Client may request the Applicants to extend the validity period for a specified additional period. The request and the Service Providers’ responses shall be made in writing or electronically.

2.5.3 The Applicants have the right to refuse to extend the validity of its Proposal, in which case such Proposal shall not be further evaluated, and the Client shall be required to return the Bid Security of such Applicant.

2.5.4 If the Applicant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Personnel.

2.6 Brief description of the Selection Process

2.6.1 The Client has adopted a single stage two packet process(collectively, the “**Selection Process**”) for the evaluation of the Proposals.

2.6.2 The Proposals shall comprise of two parts namely the Technical Proposal, and Financial Proposal. The Technical Proposal shall be submitted separately in Cover I. Financial Proposal shall be submitted separately in Cover II as per provision on GeM.

2.6.3 The submissions for qualification shall be evaluated in accordance with the criteria specified in this RfQ-cum-RfP. The Financial Proposal of only the technically qualified Applicants will be opened. Subsequently the financial evaluation as specified in this RfQ-cum-RfP will be carried out. Proposals will finally be ranked according to their quoted amount. The Lowest Quoted Bidder (L-1) Applicant (the “**Successful Applicant**”) may be invited for negotiations (if required). If the L1 bidder fails to accept the Letter of Award (LoA) or withdraws its offer, the tender shall be liable to cancellation. The Client reserves the right to re-tender the work and to recover losses and exercise such remedies as deemed appropriate under the applicable provisions.

2.7 Right to reject any or all Proposals

2.7.1 Notwithstanding anything contained in this RfQ-cum-RfP, the Client reserves the right to accept or reject any Proposal and /or to annul the Selection Process and/or reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.7.2 Without prejudice to the generality of above, the Client reserves the right to reject any Proposal if:

1 at any time, a material misrepresentation is made or discovered, or

- 2 the Applicant does not provide, within the time specified by the Client, the supplemental information sought by the Client for evaluation of the Proposal.

2.7.3 Any misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification/ rejection occurs after the Proposals have been opened and the lowest-ranking Applicant gets disqualified/ rejected, then the Client reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Client, including annulment of the Selection Process.

2.8 Acknowledgement by Applicant

It shall be deemed that by submitting the Proposal, the Applicant has:

- 1 made a complete and careful examination of the RfQ-cum-RfP;
- 2 received all relevant information requested from the Client;
- 3 accepted the risk of inadequacy, error or mistake in the information provided in the RfQ-cum-RfP or furnished by or on behalf of the Client;
- 4 satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- 5 acknowledged that it does not have a Conflict of Interest; and
- 6 agreed to be bound by the undertaking provided by it under and in term hereof.
- 7 Neither the Client nor its employees or associated agencies shall be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RfQ-cum-RfP or the Selection Process, including any error or mistake therein or in any information or data given by the Client nor its employees or associated agencies.

2.9 Clarification and Amendment of RfQ-cum-RfP

2.9.1 Downloading the RfQ-cum-RfP

The RfQ-cum-RfP can be downloaded as per the details given in Clause 2.1 of Letter of Invitation.

2.9.2 Corrigenda/ Addenda to RfQ-cum-RfP

- 1 Before the deadline for submitting Proposals, the Client may update, amend, modify, or supplement the information, assessment or assumptions contained in the RfQ-cum-RfP by issuing corrigenda and addenda. The corrigenda and addenda shall be published in the same manner as the original RfQ-cum-RfP. Without any liability or

obligation, the Government e-Marketplace (“**GeM Portal**”) may send intimation of such corrigenda/ addenda to Applicants who have downloaded the document under their login. However, the Applicants must check the Official Website(s) for any corrigenda/ addenda. Any corrigendum or addendum thus issued shall be considered a part of the RfQ-cum-RfP.

- 2 To give reasonable time to the prospective Applicants to take such corrigendum/ addendum into account in preparing their Proposals, the Client may suitably extend the deadline for the Proposal submission as necessary. After the Client makes such modifications, any Applicant who has submitted their Proposal in response to the original invitation shall have the opportunity to either withdraw their Proposal or re-submit their Proposal superseding the original Proposal within the extended time of submission as per the relevant clause in this RFP.
- 3 The Client may extend the deadline for the submission of the Proposal by issuing an amendment. In this case, all rights and obligations of the Client and the Applicants previously subject to the original deadline shall then be subject to the new deadline for the submission of the Proposal.

2.9.3 Clarification of the RfQ-cum-RfP

An Applicant requiring any clarification regarding the RfQ-cum-RfP may seek clarification through the GeM Portal. Applicants may seek clarification on this RfQ-cum-RfP document, within a period of **3 (Three) days** of the date of issue of this RfQ-cum-RfP document. The query and clarification shall be shared with all Applicants on the GeM Portal without disclosing its source. If a modification of the RfQ-cum-RfP is warranted due to such clarification, an addendum/ corrigendum shall be issued as per Clause 2.9.2 above. Any clarification issued by the Client to the Applicants shall form part of the Selection Process and shall be binding on all the Applicants.

2.10 Pre-Bid Meeting

- 2.10.1 Prospective Applicants interested in participating in this RfQ-cum-RfP may attend the Pre-Bid Meeting to clarify the techno-commercial conditions of the RfQ-cum-RfP, at the venue, date and time specified in Section 3 (*Data Sheet*).
- 2.10.2 Participation is not mandatory: However, if an Applicant chooses not to (or fails to) participate in the Pre-Bid Meeting or does not submit a written query, it shall be assumed that they have no issues regarding the techno-commercial conditions.
- 2.10.3 The date and time by which the written queries for the Pre-Proposal must reach the Client and the last date for registration for participation in the Pre-Bid Meeting shall be as per Section 3 (*Data Sheet*).
After the Pre-Bid Meeting, the replies to the queries of the prospective bidders along with the corrigendum (if any) shall be published on the GeM portal.

2.11 Payment Terms

- a) Payments for the services shall be released on a quarterly basis after successful completion of respective quarter.
- b) Payment shall be made to the service provider as per the approved milestone/quarterly payment schedule, subject to verification and certification of satisfactory rendering of the awarded services by the Engineer-in-Charge.
- c) Release of each payment shall be subject to certification of completed services/work by the Engineer-in-Charge.
- d) No advance payment shall be admissible under the contract.
- e) Payments shall be released within 30 days from submission of valid invoice, quarterly service report, and completion certificate, subject to due verification.
- f) All payments shall be made through electronic transfer to the Service Provider's registered bank account.

3. Bid Security

- 3.1 A bid security in the form of a Bank Guarantee (from/confirmed by the bank in the format specified in Form in RFP or Account Payee Demand Draft, from a Scheduled Indian Bank in favour of “ **India International Convention & Exhibition Centre (Yashobhoomi)** ”, payable at New Delhi, for the sum of **₹ 600,000/- only (Rupees Six lakh only)** shall be required to be submitted by each Applicant (“**Bid Security**”). **The Bid Security shall be valid for a period of 45 days beyond the bid validity period**, reckoned from the Bid published Date. For the purpose of clarity, Scheduled Indian Bank shall mean State Bank of India and its Associates, Nationalised Banks, Other Public Sector Banks and Private Sector Banks as prescribed in the Second Schedule to the Reserve Bank of India Act, 1934.

Provided that the following categories of Applicants, on submission of Bid Security Declaration in the format specified in RFP, shall be exempted from furnishing Bid Security:

- a. **Micro and Small Enterprises (MSEs)** holding a valid Udyam Registration and specifically confirming this status at the time of Proposal submission may claim an exemption from submitting Bid Security. Such MSEs must have their credentials validated online through the Udyam Registration website of the Ministry of MSME, supported by documents uploaded during the Selection Process and verified by the Purchaser.
- b. **Start-ups recognized by DPIIT**, holding a valid Startup Recognition Certificate, may claim an exemption from submitting Bid Security. The Applicant must upload this certificate during the Selection Process for validation by the Purchaser. The Applicant must also ensure that turnover for any financial year has not exceeded the limits prescribed in the certificate or under the DPIIT Start-up scheme.
- c. Central / State Public Sector Undertakings.

3.2 The details for online transfer of bid security are as under:

Account Name: India International Convention and Exhibition Centre Limited

Bank Name: State Bank of India

Account No.: 00000038421926838

IFSC Code: SBIN0017313

3.3 The Client shall not be liable to pay any interest on Bid Security.

3.4 The Client will be entitled to forfeit and appropriate the Bid Security as mutually agreed loss and damage payable to Client in regard to the RfQ-cum-RfP without prejudice to Client's any other right or remedy under the following conditions:

- 1 If an Applicant engages in a Prohibited Practices as envisaged under this RfQ-cum-RfP (*including the Standard Form of Contract*); or
- 2 If any Applicant withdraws or amends his Proposal or impairs or derogates from its Proposal in any respect during the period of the Proposal's validity as specified in this RfQ-cum-RfP (*Refer to Clause 2.5*) and as may be extended by the Applicant from time to time, or
- 3 If the Applicant attempts to influence the Selection Process; or
- 4 In the case of the Successful Applicant, after having been notified within the Proposal Validity of the acceptance of his Proposal by the Client, if the Successful Applicant:
 - (a) Refuses to or fails to submit the original documents for scrutiny or
 - (b) Fails to sign and return, as acknowledgement, the copy of the Letter of Award within the stipulated time or any extension thereof or
 - (c) fails to sign the contract or
 - (d) fails to provide the Performance Security within the specified time limit, or
 - (e) If the Applicant commits any breach of terms of this RfQ-cum-RfP or is found to have made a false representation to Client or submits false certificates in terms of any documents in support of the Applicant's Proposal.

Provided that the Client shall have the right to enforce the Bid Security Declaration, for the Applicants who have submitted such Bid Security Declaration in lieu of the Bid Security, for all grounds for which the Client has the right to forfeit and appropriate the Bid Security.

3.5 Unsuccessful Applicants' Bid Security shall be returned to them without any interest not later than **30 days** from the date of issuance of LoA to successful bidder.

Provided that in the event the unsuccessful Applicant had submitted Bid Security Declaration, as provided for in terms of this RfQ-cum-RfP, such Bid Security Declaration shall expire from the date of issuance of LoA to successful bidder.

- 3.6 Successful Applicant's Bid Security shall be returned without any interest not later than **30 days** after receipt of Performance Security from them.

Provided that in the event the Successful Applicant had submitted Bid Security Declaration, as provided for in terms of this RfQ-cum-RfP, such Bid Security Declaration shall expire from the date of receipt of Performance Security from them.

4. Eligibility of Applicants

- 4.0 The Applicant participating in the Selection Process shall be a single entity and must be an "Original Equipment Manufacturer" or an "Authorized representative of the Original Equipment Manufacturer" only.

For verification and to substantiate the eligibility as specified above, applicant must provide the sufficient and satisfactory documentary proof to be uploaded along with its "Technical Proposal".

- 4.1 An Applicant may either be a sole proprietorship firm/a partnership firm/a limited liability partnership/ a company incorporated under the Companies Act 1956 (or the Companies Act, 2013) or a body corporate incorporated under the applicable laws of its origin.

- 4.2 An Applicant shall not have a Conflict of Interest, as provided under Clause 2.3.4 above, that may affect the fair competition in the Selection Process or the CAMC. The Applicant shall be required to declare the absence of such Conflict of Interest in formats – (*Qualification Proposal Submission Form*) and (*Technical Proposal Submission Form*).

- 4.3 Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Client will forfeit and appropriate the Bid Security (or enforce the Bid Security Declaration) as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, the time, cost and effort of the Client including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Client hereunder or otherwise.

Provided that where the Applicant has submitted a Bid Security Declaration in lieu of the Bid Security, the Client shall have the right to enforce the Bid Security Declaration wherein any Applicant is found to have a Conflict of Interest.

- 4.4 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any tender, and the bar subsists as on the date of the PDD, would not be eligible to submit a Proposal.

- 4.5 An Applicant or its Associate should have, during the last **3 (three) years**, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement

terminated for breach by such Applicant or its Associate.

4.6 Sub-contracting

Sub-contract is not allowed.

4.7 Compliance with the restrictions under Rule 144 (xi) of GFR 2017: Restrictions on procurement from a bidder of a country which shares a land border with India.

4.7.1 To be eligible to participate in the RfQ-cum-RfP, any Applicant from a country which shares a land border with India will be eligible to participate only if the Applicant is registered with the registration committee constituted by the DPIIT.

4.7.2 “**Applicant**” means any person or firm or company (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of Applicants stated hereinbefore, including any agency branch or office controlled by such person, participating in a RfQ-cum-RfP.

4.7.3 “**Applicant from a country which shares a land border with India**” for the purpose of this Clause means:

1. An entity incorporated, established, or registered in such a country; or
2. A subsidiary of an entity incorporated, established, or registered in such a country; or
3. An entity substantially controlled through entities incorporated, established, or registered in such a country; or
4. An entity whose beneficial owner is situated in such a country; or
5. An Indian (or other) agent of such an entity; or
6. A natural person who is a citizen of such a country; or

4.7.4 The beneficial owner for the purpose of Clause 4.10.3 above will be as under:

1. In case of a company or limited liability partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation –
 - a. “**Controlling ownership interest**” means ownership of or entitlement to more than 25% (twenty five percent) of shares or capital or profits of the company;
 - b. “**Control**” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether

acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

4.7.5 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

4.7.6 The Successful Applicant shall not be allowed to sub-contract works to any Service Provider from a country which shares a land border with India unless such Service Provider is registered with the registration committee constituted by the DPIIT.

5. Preparation of Proposal

5.1 Language of the Proposal

Applicants are requested to submit their Proposal in English Language and strictly in the formats provided in this RfQ-cum-RfP. The Client will evaluate only those Proposals that are received in the specified forms and complete in all respects. Any supporting documents submitted by the Applicant with its Proposal or subsequently, in response to any query/clarification from the Client shall be in English and in case any of these documents is in another language, then it must be accompanied by a certified translation of all the relevant passages in English, in which case, for all purposes of interpretation of the proposal, the translation in English shall prevail.

5.2 Acquaintance with the Local Conditions and Factors

The Applicants acknowledges that before the submission of their Proposal, the Applicant has, after a complete and careful examination, made an independent evaluation of the local conditions, infrastructure, logistics, communications, legal, environmental, and any other conditions or factors which would have any effect on the performance of the Contract. Applicants shall be responsible for compliance with the Applicable Law in force from time to time at relevant places. On such matters, the Client shall have no responsibility and not entertain any request from the Applicants.

5.3 Cost of preparation and submission of Proposals

The Applicants(s) shall bear all direct or consequential costs, losses and expenditures associated with or relating to the preparation, submission, and subsequent processing of their Proposals, including but not limited to preparation, copying, postage, delivery fees, expenses associated

with any submission of samples, demonstrations, or presentations which the Client may require, or any other costs incurred in connection with or relating to their Proposals. All such costs, losses and expenses shall remain with the Applicant(s), and the Client shall not be liable in any manner whatsoever for the same or any other costs, losses and expenses incurred by Applicant (s) for participation in the Selection Process, regardless of the conduct or outcome of the Selection Process.

5.4 Interpretation of Provisions of the RfQ-cum-RfP

The RfQ-cum-RfP provisions must be interpreted in the context in which these appear. Any interpretation of these provisions far removed from such context, contrived, or between-the-lines interpretation is unacceptable.

5.5 Alternate Proposals are not Allowed

5.5.1 Conditional offers, alternative offers, and multiple Proposals by an Applicant shall not be considered. The Portal shall permit only one Proposal to be uploaded.

5.5.2 In cases where a holding company has more than one independent unit with common business ownership or management, only one unit is permitted to submit a Proposal. Similar restrictions apply to closely related sister companies. Any participation by an Applicant's sister, associated, or allied concern(s) in the RfQ-cum-RfP process will result in the disqualification of the Applicant.

5.5.3 For purposes of this clause, "sister, associated, or allied concern" refers to any company, society, partnership, or proprietorship firm with one or more common directors, partners, members, or owners.

5.5.4 If an Applicant submits more than 1 (one) Proposal, all Proposals submitted under the RfQ-cum-RfP will be disqualified.

5.5.5 In this context, "person" includes any proprietorship firm, partnership firm, limited liability partnership, private limited or limited company, society registered under the Societies Act, statutory bodies, or any other legal entity, as applicable. Multiple Proposals for the RfQ-cum-RfP will be deemed submitted if any person bids in any two or more of the following formats:

1. individual or proprietorship format and/or
2. partnership or association of persons format and/or
3. a company format

Whereby,

- a. "Company" includes any artificial person constituted under Indian law or the laws of any other country.

- b. A person is deemed to have bid in a partnership or association of persons format if they are a partner of the firm or a member of an association of persons that has submitted a Proposal.
- c. A person is deemed to have bid in a company format if they:
 - i. More than 10% (ten percent) of the voting share capital of the company which has submitted a Proposal, or
 - ii. Is a director and / or key managerial personnel of the company which has submitted a Proposal, or
 - iii. Holds more than 10% (ten percent) of voting share capital in and/or is a director and / or key managerial personnel of a holding company of that company which has submitted the Proposal.

5.5.6 By submitting a Proposal pursuant to the RfQ-cum-RfP, the Applicant declares that they have not submitted any other Proposal or multiple Proposals, as defined in this clause.

5.5.7 All the Proposal of an Applicant who has submitted multiple Proposal, as per the clause, shall be rejected and Bid Security for all such Proposal shall be forfeited, not by way of penalty or liquidated damages but by way of reimbursement of the pre-estimated costs likely to be incurred by the Client towards Selection Process and in the scrutiny & evaluation of Proposals. In addition to the above, Applicants found to be in contravention to the said clause will be liable for administrative actions.

Provided, however, that if such an Applicant has submitted a Bid Security Declaration, the Client shall have the right to enforce this Bid Security Declaration.

5.6 Proposal

5.6.1 While preparing their Proposal, the Applicants are expected to thoroughly examine the RfQ-cum-RfP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

5.6.2 The Proposals must be properly signed by the authorised representative of the Applicant (“**Authorised Representative**”) as detailed below:

- 1 by the partner holding the Power of Attorney in case of a partnership firm/limited liability partnership (A certified copy of the Power of Attorney shall accompany the Proposal)
- 2 by the proprietor in case of a proprietorship firm;
- 3 by a duly authorized person holding the Power of Attorney or by a Board Resolution in case of a company or a corporation (A certified copy of the Power of Attorney/Board Resolution shall accompany the proposal).

5.6.3 Applicants should note the PDD, as specified in Section 3 (*Data Sheet*), for submission of Proposals. Except as specifically provided in this RfQ-cum-RfP, no supplementary material will be entertained by the Client, and that evaluation will be carried out only on the basis of documents received by the closing time of PDD as specified in Section 3 (*Data Sheet*). Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Client reserves the right to seek clarifications in case the proposal is non-responsive on any aspects.

5.6.4 Relationship between Applicant and GeM Portal

The Client is neither a party nor a principal in the relationship between the Applicant and the organization hosting the GeM Portal. Applicants must comply with the rules, regulations, procedures, and implied conditions/ agreements of the GeM Portal, including registration, compatible Digital Signature Certificate (“DSC”) etc. Applicants shall settle clarifications and disputes, if any, regarding the GeM Portal directly with them. In case of conflict between provisions of the GeM Portal with the RfQ-cum-RfP, provisions of the GeM Portal shall prevail except mentioned otherwise in this document. Applicants may study the resources provided by the Portal for Applicants.

5.6.5 Signing of Proposal

The Authorized Representative signing/ digitally signing the Proposal or any other connected documents should submit an authenticated copy of the document(s), which authorizes the Authorized Representative to commit and submit Proposals on behalf of the Applicants along with the Qualification Proposal Submission Form.

5.6.6 Submission/ Uploading to the GeM Portal

- 1 Proposals must be uploaded on the GeM Portal until the deadline for the Proposal submission as notified therein. The same documents (i.e Only Technical Eligibility related documents) may require to be submitted in hard copies on or before the bid submission end date at IICCL office located at 17th Floor, Hindustan Times House, 18–20, Kasturba Gandhi Marg, New Delhi – 110001. Proposals submitted through modalities other than those stipulated in RfQ-cum-RfP shall be liable to be rejected as non-responsive.

The bidder shall submit all documents strictly in accordance with the requirements of the respective sections of the RFP. Documents pertaining to Technical Eligibility shall be clearly identified, segregated, and submitted under separate, appropriately titled headings. The bidder shall explicitly indicate whether each document relates to Technical Eligibility. Submission of mixed or improperly classified documents across sections may render such documents liable to be ignored. All submissions shall be duly indexed and clearly marked to indicate the applicable eligibility category.

- 2 In the case of downloaded documents, the Applicant must not make any changes to the contents of the documents while uploading, except for filling in the required information otherwise, the Proposal shall be rejected as non-responsive. Uploaded Pdf

documents should not be password protected. Applicants should ensure the clarity/ legibility of the scanned documents uploaded by them.

- 3 The date and time of the GeM server clock shall be the reference time for deciding the closing time of the Proposal submission. Applicants are advised to ensure they submit their Proposal within the deadline of submission, taking the server clock as a reference, failing which the portal shall not accept the Proposal. No request on the account that the server clock was not showing the correct time and that a particular Applicant could not submit their Proposal because of this shall be entertained. Failure or defects on the internet or heavy traffic at the server shall not be accepted as a reason for a complaint. The Client shall not be responsible for any failure, malfunction or breakdown of the electronic system used during the e-Tender process.
- 4 Only one copy of the Proposal can be uploaded, and the Applicant shall digitally sign all statements, documents, and certificates uploaded by him, owning sole and complete responsibility for their correctness/ authenticity as per the IT Act 2000 (as amended from time to time).
- 5 Originals of the Bid Security instrument (Bank Guarantee, DD etc.), all Power of Attorneys should be physically submitted sealed in double cover at the venue & time mentioned in Section 3 (*Data Sheet*) on or before the PDD. If the office is closed on the deadline for such physical submission, the physical submission deadline shall stand extended to the next working day at the same time and venue.
- 6 The Client reserves its right to call for verification, at any stage of evaluation, especially from the successful Applicant(s) before the issue of a Letter of Award (*as defined under Clause 11.1.1 below*), originals of uploaded scanned copies of documents. If an Applicant fails at that stage to provide such originals or, in case of substantive discrepancies in such documents, it shall be construed as a breach of the Code of Integrity. Such Proposals shall be liable to be rejected as non-responsive and other punitive actions for such a breach.
- 7 All Proposals uploaded by the Applicant to the GeM Portal shall get automatically encrypted. The encrypted Proposal can only be decrypted/ opened by the authorised persons on or after the due date and time. The Applicant should ensure the correctness of the Proposal before uploading and take a printout of the system generated submission summary to confirm the successful Proposal upload.

5.6.7 Qualification Proposal

The Qualification Proposal should provide the details as per the Standard Forms so as to meet the Minimum Qualification Criteria prescribed in this RfQ-cum-RfP.

5.6.8 Technical Proposal

- 1 The Technical Proposal should provide the following information using the attached Standard Forms:

- (a) Applicant's experience for recent assignments of similar nature, the outline should indicate, *inter alia*, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.
- 2 Failure to comply with or provide the above listed items in the Technical Proposal may result in disqualification.
- 3 The technical proposal must not include any financial information.
- 4 Failure to comply with the requirements spell-out above shall lead to deduction of marks during the evaluation of the Proposal. Further, in such a case, Client will be entitled to reject the Proposal.

6. Proposal Opening

The Proposals shall be opened through GeM portal on or after the date & time of the opening stipulated in Section 3 (*Data Sheet*). Proposals cannot be opened before the specified date & time, even by the Tender Inviting Officer as per Section 3 (*Data Sheet*).

7. Modification, Resubmission and Withdrawal of Proposals

7.1 Modification & Resubmission

Once submitted in the GeM Portal, the Applicant cannot view or modify their Proposal since it is locked by encryption. However, resubmission of the Proposal by the Applicant for any number of times superseding earlier Proposal(s) before the submission date and time is allowed. Resubmission of a Proposal shall require uploading all documents, including the Financial Proposal, afresh. The system shall consider only the last Proposal submitted.

7.2 Withdrawal

7.2.1 The Applicant may withdraw their Proposal before the Proposal submission deadline, and it shall be marked as withdrawn and shall not get opened during the Proposal opening.

7.2.2 No Proposal should be withdrawn after the Proposal submission deadline and before the Proposal validity period expires. If an Applicant withdraws the Proposal during this period, the Client shall be within its right to forfeit the Bid Security (or as the case may be – enforce the Bid Security Declaration), in addition to other punitive actions provided in the RfQ-cum-RfP for such misdemeanour as per Clause 3.4 above.

8. Evaluation of Proposals and Award of Contract

8.1 General Norms

8.1.1 Evaluation to be based only on declared criteria

- 1 The evaluation shall be based upon scrutiny and examination of all relevant data and details submitted by the Applicant in their Proposal and other allied information deemed appropriate by the Client. Evaluation of Proposals shall be based only on the criteria/ conditions included in the RfQ-cum-RfP.
- 2 In case of an Applicant which is a subsidiary of a body corporate incorporated under the applicable laws of its origin and using credentials of parent company for Technical and Financial qualifications, a letter of support will be required from the parent company to confirm that his subsidiary has access to resources of the parent company and the subsidiary can utilise the same for performance of services.
- 3 Information relating to the evaluation of proposal and evaluation results shall not be disclosed to any Applicant or any other persons not officially concerned with such process until the notification of shortlisting is made.

8.1.2 Deviations/ Reservations/ Omissions – Substantive or Minor

- 1 During the evaluation of Proposals, the following definitions apply:
 - (a) “Deviation” is a departure from the requirements specified in the RfQ-cum-RfP;
 - (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the RfQ-cum-RfP; and
 - (c) “Omission” is failing to submit part or all of the information or documentation required in the RfQ-cum-RfP.
- 2 A deviation/ reservation/ omission from the requirements of the RfQ-cum-RfP shall be considered a substantive deviation as per the following norm, and the rest shall be considered a Minor deviation:
 - (a) which affects in any substantive way the scope, quality, or performance standards of the Services;
 - (b) which limits in any substantive way, inconsistent with the RfQ-cum-RfP, the Client's rights, or the Applicant's obligations under the Contract; or
 - (c) Whose rectification would unfairly affect the competitive position of other Applicants presenting substantively responsive Proposals
- 3 The decision of the Client shall be final in this regard. Proposals with substantive deviations shall be rejected as non-responsive.
- 4 Variations, deviations, and other offered benefits above the scope of Services stipulated in the RfQ-cum-RfP shall not influence evaluation Proposals. If the Proposal is otherwise successful, such benefits shall be availed by the Client, which would become part of the Contract.

- 5 The Client reserves the right to accept or reject Proposals with minor deviations. Wherever necessary, the Client shall convey its observation as per Clause 8.1.2 below on such 'minor' issues to the Applicant by registered/ speed post/ electronically etc., asking the Applicant to respond by a specified date. If the Applicant does not reply by the specified date or gives an evasive reply without clarifying the point at issue in clear terms, that Proposal shall be liable to be rejected as non-responsive.

8.1.3 Clarification of Proposal and Shortfall of documents

- 1 During the evaluation of Techno commercial or Financial Proposals, the Client may, at its discretion, but without any obligation to do so, ask the Applicant(s) to clarify its Proposal by a specified date.
- 2 The Applicant should answer the clarification within **3 (three) days** from receiving such a request. The request for clarification shall be submitted in writing or electronically, and no change in prices or substance of the Proposal shall be sought, offered, or permitted that may grant any undue advantage to such Applicant. Any clarification submitted by an Applicant regarding its Proposal that is not in response to a request by the Client shall not be considered.
- 3 The Client reserves its right to, but without any obligation to do so, seek any shortfall information/ documents only in case of historical documents which pre-existed at the time of the bid submission end date, and which have not undergone change since then and do not grant any undue advantage to any Service Provider.
- 4 If the Applicant fails to provide satisfactory clarification and/or missing information, its Proposal shall be evaluated based on available information and documents.

8.1.4 Contacting the Client during evaluation

From Proposal submission to awarding of the contract, no Applicant shall contact the Client on any matter relating to the submitted Proposal. If an Applicant needs to contact the Client for any reason relating to their Proposal, it should do so only in writing or electronically. Any effort by an Applicant to influence the Client during the processing of Proposals, evaluation of Proposal comparison or award decisions shall be construed as a violation of the Code of Integrity, and the Proposal shall be liable to be rejected as non-responsive in addition to other punitive actions for violation of Code of Integrity as per the RfQ-cum-RfP.

8.2 Evaluation of Proposals

8.2.1 Preliminary Examination of Proposals – Determining Responsiveness

- 1 A substantively responsive Proposal is complete and conforms to the essential terms, conditions, and requirements of the RfQ-cum-RfP without substantive deviation, reservation, or omission.

- 2 Proposals with substantive techno-commercial deviations or other essential aspects of the RfQ-cum-RfP shall be rejected as non-responsive. Only substantively responsive Proposals shall be considered for further evaluation.
- 3 The following are some of the crucial aspects for which a Proposal shall be rejected as non-responsive:
 - (a) The Proposal is not in the prescribed format or is not submitted as per the stipulations in the RfQ-cum-RfP.
 - (b) Failure to provide and/ or comply with the required information, instructions etc., incorporated in the RfQ-cum-RfP or evasive information/ reply against any such stipulations.
 - (c) Required Bid Security (or Bid Security Declaration, if permitted) has not been provided.
 - (d) The Services offered are not eligible as per the provision of the RfQ-cum-RfP.
 - (e) The Applicant has quoted conditional Proposals or more than one Proposal or alternative Proposals.
 - (f) The Proposal validity is shorter than the required period.
 - (g) The Proposal departs from the essential requirements stipulated in the RfQ-cum-RfP.
 - (h) Non-submission or submission of illegible scanned copies of stipulated documents/ declarations.
 - (i) Furnishing wrong and/ or misleading data, statement(s) etc. In such a situation, besides rejecting the Proposal as non-responsive, it is liable to attract other punitive actions under relevant provisions of the RfQ-cum-RfP for violating the Code of Integrity.

8.2.2 Evaluation of Technical and Financial Proposal

- 1 For Applicants who meet the Minimum Qualification Criteria (“Shortlisted Applicant(s)”), the RfQ-cum-RfP Technical Proposal shall be checked for responsiveness in accordance with the requirements of the RfQ-cum-RfP and only those Technical Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RfQ-cum-RfP.
- 2 In addition to the general rules for determination of responsiveness set out under Clause 8.2.1 above, a Proposal will be considered responsive at the RFP stage only if:
 - I. Technical Proposal**
 - (a) the Technical Proposal is received in the form specified in this RfQ-cum-RfP;

- (b) it is accompanied by the Bid Security as specified in this RfQ-cum-RfP;
- (c) it is received by the PDD including any extension thereof in terms hereof;
- (d) it does not contain any condition or qualification; and
- (e) it is not non-responsive in terms hereof.

II. Financial Proposal

- (a) The Financial Proposal is received in the form specified in this RfQ-cum-RfP
- (b) it does not contain any condition or qualification; and
- (c) It is not non-responsive in terms hereof.

- 3 The Client reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by the Client in respect of such Proposals. However, Client reserves the right to seek clarifications or additional information from the applicant during the evaluation process. The Client will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed-out below.

8.2.3 Evaluation of Bids

- I. The Financial Bids of technically qualified applicants/bidders will be opened.
- II. If a firm quotes NIL charges, the bid shall be treated as unresponsive and will not be considered.
- III. In price bid evaluation, bidder who have quoted lowest rate in totality will be the successful bidder and declared as L1 bidder as per GeM portal.
- IV. Only fixed price financial bids indicating total prices for all the deliverables and services specified in this bid document will be considered.
- V. The bid price will include all taxes and levies and shall be in Indian Rupees.
- VI. Any conditional bid would be rejected.
- VII. Errors & Rectification: Arithmetical errors will be rectified on the following basis: “If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.

9. Discrepancies between Technical and Financial Proposal

- 9.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
- 9.2 In case of discrepancy between the Technical and Financial Proposals in indicating quantities

of input, any higher quantities in Technical Proposal shall prevail, and the quoted total prices shall be assumed to apply to this higher quantum. The unit rate for such activity shall be accordingly adjusted. No such correction shall be done if quantities are lower in the Technical proposal.

9.3 Discounts and Rebates: If any Applicant offers conditional discounts/ rebates in their Proposal or suo-motu discounts and rebates after the Proposal Opening (techno-commercial or financial), such rebates/ discounts shall not be considered for ranking the Proposal. But if such an Applicant gets selected as per the selection method, without discounts/ rebates, such discounts/ rebates shall be availed and incorporated in the Contracts;

9.4 Ambiguous Financial Proposal: If the Financial Proposal is ambiguous and leads to two equally valid total price amounts, it shall be rejected as non-responsive.

10. Negotiations

10.1 Invitation to Negotiate

10.1.1 The Successful Applicant may, if necessary be invited for negotiations.

10.1.2 The negotiations shall be held at the date and address announced after the selection of the successful Service Provider with their Authorised Representative(s), who must have written power of attorney to negotiate and sign a contract on behalf of the Service Provider.

10.1.3 The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Service Provider under this RfQ-cum-RfP. During the negotiations, it shall be ensured that no undue advantage accrues to the Service Provider and that nothing shall vitiate the basis on which he has been declared successful. The minutes of negotiations shall be signed by the Client and the Service Provider's authorized representative.

10.2 Verification of Original Documents

10.2.1 Before issuing a Letter of Award (*as defined under Clause 11.1.1 below*) to the successful Service Provider(s), the Client may, at its discretion, ask the Service Provider to present the originals of all such documents whose scanned copies were submitted online during shortlisting process and this RfQ-cum-RfP process. If so decided, the photocopies of such self-certified documents shall be verified and signed by the competent officer and kept in the records as part of the contract agreement.

10.2.2 If the Service Provider fails to provide such originals or in case of substantive discrepancies in such documents, it shall be construed as a violation of the Code of Integrity. Such Proposal shall be liable to be rejected as non-responsive in addition to other punitive actions in the Code of Integrity.

10.3 Financial Negotiations

10.3.1 General

The financial negotiations will include a clarification of the Service Provider's tax liability in India, and how it will be reflected in the Contract and will reflect the agreed technical modifications in the cost of the services.

10.4 Conclusion of Negotiations

The negotiations are concluded with a review of the revised offer acceptable by client. If the negotiations fail, the Client shall inform the Successful Service Provider in writing of all pending issues and disagreements and provide a final opportunity for the Successful Applicant to respond. If disagreement persists, the Client shall declare the Proposal non-responsive, informing such Applicant of the reasons for doing so.

11. **Award of Contract**

11.1 Letter of Award (Acceptance - LOA) and Signing of the Contract

11.1.1 Letter of Award

1 After **10 (ten) days** from the conclusion of negotiation (if any) in line with Clause 10 above, the Applicant shall be notified of the award by the Client before the expiration of the Proposal validity period by written or electronic means. This notification (hereinafter and in the Conditions of Contract called the "**Letter of Award – LoA**") shall state the sum (hereinafter and in the contract called the "Contract Price/Contract amount") that Client shall pay the Service Provider in consideration of delivery of Services. The Letter of Award shall constitute the legal formation of the Contract, subject only to the furnishing of Performance Security as per the provisions of the sub-Clause below.

2 The Successful Applicant shall, within **3 (three) days** of the receipt of the LoA, sign and return the LoA in acknowledgement thereof. In the event the LoA duly signed by the Successful Applicant is not received by the stipulated date, the Client may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant (or as the case may be – enforce the Bid Security Declaration) as mutually agreed genuine pre-estimated loss and damage suffered by the Client on account of failure of the Successful Applicant to acknowledge the LoA, and the next highest ranking Applicant may be considered.

11.1.2 Performance Security

1 Within **15 (fifteen) days** of the award of the Contract on the GeM Portal, the Service Provider shall submit to the Client Performance Security equivalent to **5 % (five) percent of the total cost of Financial Proposal** from a Nationalized/Scheduled Bank, before signing of the Contract, in form of a Bank Guarantee substantially in the format set out under Section – V of the RfQ-cum-RfP.

Alternatively, subject to applicable Government of India guidelines and acceptance by the Client, the Performance Security may also be furnished in the form of a Surety Bond issued by an IRDAI-registered insurance company or a bank, ensuring equivalent enforceability and coverage.

- 2 If the Successful Applicant, having been called upon by the Client to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Client at its discretion to annul the award and forfeit Bid Security (or as the case may be – enforce the Bid Security Declaration), besides taking any other administrative punitive action like ‘Removal from List of Registered Suppliers’ etc.

Provided that the Applicant has submitted a Bid Security Declaration in lieu of the Bid Security, the Client has a right to enforce the Bid Security Declaration upon failure to furnish Performance Security.

- 3 The details for online transfer of performance security are as under:

Account Name: India International Convention and Exhibition Centre Limited

Bank Name: State Bank of India

Account No.: 00000038421926838

IFSC Code: SBIN0017313

11.1.3 Execution of contract

- 1 Publication of Results: Result of award of tender shall be published on GeM portal.
- 2 After the award notification, the Client shall share a copy of the Contract Agreement (as per **Format 1: Form of Contract** to the Successful Applicant for review. The Applicant may point out to the Client, in writing/ electronically, any anomalies noticed in the contract within **7 (seven) days** of receipt. The Contract shall be executed within **21 (twenty-one) days** after the date of issue of the Letter of Award and after submission and verification of the Performance Security.
- 3 The Successful Applicant shall not be entitled to seek any deviation in the Contract.

11.1.4 Commencement of Assignment:

The Successful Applicant/ Service Provider is expected to commence the Assignment on the date of Commencement of Services as prescribed in LoA/Aggrement. If the Successful Applicant fails to either sign the Agreement or commence the assignment as specified herein, the Bid Security/ Performance Security, as the case may be, of the successful Applicant shall be liable to be forfeited by the Client.

12. Grievance Redressal/Complaint Procedure

- 12.1 The Applicant(s) has the right to submit a complaint or seek de-briefing regarding the rejection

of their Proposal as per the provision of GeM portal.

- 12.2 Client shall acknowledge the receipt in writing to the complainant, indicating that it has been received, and the response shall be sent in due course after a detailed examination as per provisions of GeM portal.
- 12.3 Client shall convey the final decision to the such complainant through GeM portal only.
- 12.4 No third-party information (Proposals, evaluation results) can be sought or included in the response.
- 12.5 The following decisions of the Client shall not be subject to review:
- 1 Determination of the need for procurement;
 - 2 Complaints against Terms of Reference except under the premise that they are either vague or too specific to limit competition;
 - 3 Selection of the mode of procurement or bidding system;
 - 4 Choice of the selection procedure;
 - 5 Provisions limiting the participation of Applicants in the Selection Process, in terms of policies of the Government;
 - 6 Provisions regarding purchase preferences to specific categories of Applicants in terms of policies of the Central Government;
 - 7 Cancellation of the Procurement Process except where it is intended to subsequently re-tender the same Services.

13. Code of Integrity in Public Procurement, Misdemeanours and Penalties

The Client and the Applicant(s) are required to observe the highest standard of integrity and not indulge in prohibited practices or other misdemeanors, either directly or indirectly, at any stage during the Selection Process or the execution of resultant contracts. Clause 13 of the GCC (including the penalties prescribed therein) shall be considered part of Section (even though it is not being reproduced here for brevity) and shall apply mutatis mutandis during the pre-award Selection Process.

14. Confidentiality

Information relating to evaluation of proposals and recommendations concerning awards of contract shall not be disclosed to the Service Providers who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

15. Miscellaneous

- 15.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 15.2 The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- 1 suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - 2 consult with any Applicant in order to receive clarification or further information;
 - 3 retain any information and/or evidence submitted to the Client by, on behalf of and/or in relation to any Applicant; and/or
 - 4 independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 15.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Client, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
- 15.4 All documents and other information provided by Client or submitted by an Applicant to Client shall remain or become the property of Client. Applicants and the Service Provider, as the case may be, are to treat all information as strictly confidential. Client will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Service Provider to Client in relation to the CAMC shall be the property of Client.
- 15.5 The Client reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

16. Tentative schedule for Selection Process

The Client will endeavor to follow the following schedule:

S. No.	Description of the event	Date
1.	Date of the issuance of the RfQ-cum-RfP.	As per GeM bid Document
2.	Pre-bid Meeting.	
3.	Last date of receiving queries/requests for clarification.	

4.	Uploading of responses to pre-bid queries.	
5.	Last Date for submission of the Proposal.	

Section 3: Data Sheet

DATA SHEET

Reference	Description
Clause 2.2.1	The name of Client is: “India International Convention and Exhibition Centre Limited (IICCL)”
Clause 2.2.2	The detailed Terms of Reference shall be as described in Section 6 (Terms of Reference) of this RfQ-cum-RfP.
Clause 5.6.3	Bid Validity- 120 days
Clause 5.6.6(5)	Venue for receiving the Bid Security, Power of Attorney’s India International Convention & Exhibition Centre (Yashobhoomi). Sector 25, Dwarka, New Delhi
Clause 6	Date & time of the opening for opening of the Proposals – As per GeM bid document
Clause 6	The Tender Inviting Officer in Clause 6 shall mean to refer to the CEO & MD, IICCL
Clause 11	IICCL as mentioned in Clause 12 shall mean to refer to the CEO & MD of IICCL
-	The preferential procurement policies of Government of India, being – Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (as amended from time-to-time); and Public Procurement (Preference to Make in India, Order 2017) (as amended from time-to-time), shall be applicable to the extent possible.

Annexure – I: Parameters for Evaluation of Technical -Qualification

(Minimum Qualification Criteria)

Firm's Eligibility		
S.No.	Minimum Qualification Criteria / Documents	Description
1.	Registration/ Incorporation Copy of Certificate of Incorporation / Commencement of Business / Memorandum and Articles of Association Certificate issued by the Statutory Authorities/ Partnership Deed/GST enrolment certificate (in case Proprietorship firm)	The bidder shall be a legally registered entity, i.e., a firm, company, partnership, or proprietorship, incorporated/registered under the Companies Act, 1956 or the Companies Act, 2013, or the Partnership Act, 1932, as applicable, and shall have its registered office in India.
2.	Blacklisting / No conviction A self-certified and duly notarized undertaking on Rs. 100 Non-Judicial Stamp Paper.	Applicants should not have been debarred/ Suspended/ barred / blacklisted by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project or bid during the last 5 (Five) years, and the bar subsists as on the date of the Proposal Due Date. An Applicant should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant. Applicants must disclose any blacklisting and nature thereof and must provide blacklisting-revocation letter (if applicable). IICCL reserves the right to accept or reject the Applicant's supporting proof.
3.	Financial Eligibility Turnover details for the said three financial years shall be submitted in the format attached with this bidding document and must be duly certified by a Chartered Accountant with valid UDIN. The Applicant should also have a positive net worth as per the last audited financial accounts, and a declaration to this effect should be provided. • Supporting documents such as audited Balance Sheets and Profit & Loss Statements may also be submitted.	The bidder should have an Average Annual Turnover of Rs. 645.70 lakh or more (For Startup and MSE bidders, the turnover requirement is Rs. 161.43 lakh-Bidders must submit valid proof/ Certificate for relaxation.) in last 3 consecutive financial years i.e., FY 2022-23, 2023-24 & 2024-25. <i>*The Turnover mentioned above shall supersede the turnover value displayed in Gem bid documents</i>
4.	In case of OEM:	The bidder shall be either: a) The Original Equipment Manufacturer (OEM) of the equipment/system; or

	<ul style="list-style-type: none"> • A self-certified and duly notarized undertaking on Rs. 100 Non-Judicial Stamp Paper confirming OEM status <p>Valid documentary proof such as:</p> <ul style="list-style-type: none"> ➤ Incorporation certificate / registration documents ➤ Product catalogue / technical documentation establishing OEM credentials <p>In case of Authorized Service Provider (Non-OEM):</p> <ul style="list-style-type: none"> • Valid Authorization Letter from the OEM, clearly stating: ➤ Authorization for participation in the tender ➤ Permission to carry out Comprehensive Maintenance Contract CAMC services ➤ Self-declaration for supply of genuine spare parts and technical support 	<p>b) An authorized service provider/agency duly authorized by the OEM.</p>
<p>5.</p>	<p>Experience Documentary evidence such as Work Orders/Letters of Award (LoA) and Completion Certificates shall be acceptable.</p>	<p>The Bidder should have successfully executed Comprehensive Maintenance Contract (CMC)/Operation & Maintenance (O&M)/Annual Maintenance Contract (AMC) works for DG sets for Central/State Government Departments, Public Sector Undertakings (PSUs), Autonomous Bodies, or reputed private organizations during the last Seven (07) years, reckoned from the date of publication of the bid, meeting any one of the following criteria:</p> <ul style="list-style-type: none"> i. One work order of value not less than ₹516 lakh; or ii. Two work orders, each of value not less than ₹323 lakh; or iii. Three work orders, each of value not less than ₹258 lakh

Note:

1. The evaluation committee (“**Evaluation Committee**”) constituted by IICCL will carry out the technical evaluation of Proposals on the basis of the evaluation criteria.
2. Evaluators of Technical Proposals shall have no access to the Financial Proposals until technical evaluation, is concluded.

Section 4: Technical Proposal - Standard Forms

Form 4A:	Technical-Qualification Proposal Submission Form
Form 4B	Format for Qualification Proposal (Eligible Projects) Project Specific Experience
Form 4C	Format for Average Annual Turnover of Applicant
Form 4D:	Format for Power of Attorney for Authorised representative
Form 4E (I):	Format of Bank Guarantee for Bid Security
Form 4 (II):	Format of Bid Security Declaration
Form 4H:	Technical Proposal Submission Form
Form 4I:	Applicants Experience
Form 4G:	Integrity Pact

**Form 4A:
Qualification Proposal Submission Form**

RfQ-cum-RfP dated [*insert date*]

Service Provider's Name _____
[Address and Contact Details]
Service Provider's Reference No. _____
Date.....

To
CEO & Managing Director,
India International Convention and Exhibition Centre (Yashobhoomi)

Ref: Your RfQ-cum-RfP No. RFP No./ xxxx; Tender Title:

Sir/ Madam

1. We, the undersigned, offer to provide services in accordance with your above-referenced RfQ-cum-RfP and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a separately uploaded Financial Proposal. Commercial information about our organisation is enclosed in Format 1.

We are submitting our Proposal without any Sub-Service Providers or Consortium.

2. Our Eligibility and Qualifications to participate

a) We confirm that we continue to comply with all the eligibility (including the absence of conflict of interest and debarment) and qualification criteria stipulated in the RfQ-cum-RfP, based on which we were shortlisted for participation in this bidding process. We shall be dutybound to proactively inform you of any change in our compliance with these criteria as soon as it occurs.

b) We confirm that we don't have any Conflict of Interest as stipulated in this RfQ-cum-RfP. We shall be dutybound to proactively inform you of any change in our compliance with Conflict-of-Interest stipulations as soon as it occurs.

3. Our Proposal to deliver Services:

We offer to deliver the subject Services of requisite performance standards and within delivery schedules in conformity with the RfQ-cum-RfP.

4. Prices:

We hereby offer to perform the Services at our lowest prices and rates mentioned in the separately

uploaded Financial Proposal. It is hereby confirmed that the prices quoted therein by us are:

- (a) Based on the terms of reference and condition of RFP; and
- (b) Cost break-up of the quoted cost, showing inter-alia costs (including taxes and duties thereon) of all the included incidental Goods/ Works considered necessary to make the proposal self-contained and complete, has been indicated therein, and
- (c) based on the terms and mode of payment as stipulated in the RfQ-cum-RfP. We have understood that if we quote any deviation from the terms and mode of payment, our Proposal is liable to be rejected as nonresponsive, and
- (d) have been arrived at independently, without restricting competition, any consultation, communication, or agreement with any other Applicant or competitor relating to:
 - i) those prices; or
 - ii) the intention to submit an offer; or
 - iii) the methods or factors used to calculate the prices offered.
- (e) Have neither been nor shall be knowingly disclosed by us, directly or indirectly, to any other Applicant or competitor before the Proposal opening unless otherwise required by law.

5. We declare regarding commissions or fees paid or are to be paid to agents, representatives, or commission agents concerning the selection process or execution and performance of this Contract, that:

- No such commissions or gratuities or fees have been paid are to be paid by us to any third party
Or
- We have paid/ are due to pay the following commissions/ gratuities/ fees:

(Indicate the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.)

6. Affirmation of terms and conditions of the RfQ-cum-RfP:

We have understood the complete terms and conditions of the RfQ-cum-RfP. We accept and comply with these terms and conditions without reservations, although we are not signing and submitting some of the RfQ-cum-RfP's sections. Deviations, if any, are submitted by separately. We also explicitly confirm acceptance of the Arbitration Agreement as given in the RfQ-cum-RfP.

7. Bid Security: We have submitted the Bid Security as

- a) Earnest Money Deposit (EMD) for the amount of ₹ (Rupees.....) valid uptoin favour of in the form of Insurance Surety

Bonds/ Account Payee Demand Draft/ Fixed Deposit Receipt/ Banker's cheque/ Payment online/ Bank Guarantee as per format given in RFP, with reference number dated, issued as per the RfQ-cum-RfP.

8. Abiding by the Proposal's Validity

We agree to keep our Proposal valid for acceptance for a period upto....., as required in the RfQ-cum-RfP, or for a subsequently extended period, if any, agreed to by us, and are aware of penalties in this regard stipulated in the RfQ-cum-RfP in case we fail to do so.

9. Non-tampering of Downloaded RfQ-cum-RfP and Uploaded Scanned Copies

We confirm that we have not changed/ edited the contents of the downloaded RfQ-cum-RfP. We realise that any change noticed at any stage, including after the contract award, shall be liable to punitive action in this regard stipulated in the RfQ-cum-RfP. We also confirm that scanned copies of documents/ affidavits/undertakings uploaded during the shortlisting process and this RfQ-cum-RfP are valid, true, and correct to the best of our knowledge and belief. We shall be responsible if any dispute arises regarding the validity and truthfulness of such documents/ affidavits/undertakings. We undertake to submit for scrutiny, on-demand by the IICCL, originals and self-certified copies of all such certificates, documents, affidavits/undertakings.

10. A Binding Contract:

We further confirm that if our proposal is accepted, all such terms and conditions shall continue to be acceptable and applicable to the resultant contract, even though some of these documents may not be included in the contract Documents submitted by us. We do hereby undertake that until a formal contract is signed or issued, this Proposal and your written Letter of Award shall constitute a binding contract between us.

11. Performance Guarantee and Signing the contract

We further confirm that if our proposal is accepted, we shall provide you with performance security of the required amount stipulated in the RfQ-cum-RfP for the due performance of the contract. We are fully aware that in the event of our failure to deposit the required security amount and/or execute the agreement, the IICCL has the right to avail of any or all punitive actions stipulated in the RfQ-cum-RfP.

12. Penalties for misinterpretation or misrepresentation:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that any misinterpretation or misrepresentation would violate the Code of Integrity and attract penalties, as this RfQ-cum-RfP mentions.

13. Service Provider's Authorized Signatory:

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a) Full Name: _____

b) Designation: _____

c) Signing as:

- A sole proprietorship firm. The person signing the Proposal is the sole proprietor/constituted attorney of the sole proprietor,
- A partnership firm. The person signing the Proposal is duly authorised being a partner to do so under the partnership agreement or the general power of attorney,
- A company. The person signing the Proposal is the constituted attorney by a resolution passed by the board of directors or in pursuance of the authority conferred by the Memorandum of Association.
- A Society. The person signing the Proposal is the constituted attorney.

We confirm that we are duly authorized to submit this Proposal and make commitments on behalf of the Service Provider. We acknowledge that our digital/digitized signature is valid and legally binding. Supporting documents are submitted herewith.

Documents to be submitted: Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution

14. Rights of IICCL to Reject Proposal(s):

We further understand that you are not bound to accept the lowest or any Proposal you may receive against your above-referred RfQ-cum-RfP.

.....
(Signature with date)

.....
(Name and designation)

Duly authorized to sign Proposal for and on behalf of
[name, address, and seal of Service Provider]

Form 4B:

Format for Qualification Proposal (Eligible Projects) Project Specific Experience

Ref: Your RfQ-cum-RfP No. RFP No./ xxxx;

Tender Title:

[Using the format below, provide details of each assignment for which your firm was legally contracted, either independently as a single entity, for carrying out CAMC services similar to those required under this assignment.]

- Use projects with copy of proof of experience as required for meeting the minimum qualification criteria prescribed.
- Exhibit only those projects undertaken in the last ____ years preceding the PDD.
- Projects without the proof of experience from respective client will not be considered

Assignment Name and project cost Project Completion date:	Approx. value of the Contract (in ₹ in Crore)
Country: Location within country:	Duration of assignment (months): Project Completion End Date/Ongoing:
Name of Client:	Total No. of staff-months of the assignment:
Address:	Approx. value of the services provided by the firm under the contract (in ₹ in Crore)
Start Date (Month/Year): Project Completion Date (Month/Year):	No. of professional staff- months provided by associated Service Providers:
Narrative Description of Project: (highlight project capital cost in the narration)	
Description of actual services provided by your staff within the assignment:	

Firm's Name:

Authorized Signature:

Form 4C:

Format for Average Annual Turnover of Applicant

Ref: Your RfQ-cum-RfP No. RFP No./ xxxx;

Tender Title:

S. No.	Financial Year	Annual Turnover of Applicant (₹)
1	2022-2023	
2	2023-2024	
3	2024-2025	
Average Annual Turnover		<i>[indicate sum of the above figures divided by 3]</i>

Certificate from the Statutory Auditor/ Practicing- Chartered accountant

UDIN No :

Name of Authorized Signatory:

Designation:

Name of Firm:

Signature of the Statutory Auditor

Seal of the Firm

Form 4D:

Format of Power of Attorney for Authorised Representative

Ref: Your RfQ-cum-RfP No. RFP No./ xxxx;

Tender Title:

Know all men by these presents, We,(name of organization and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms.....son/daughter/wife and presently residing at who is presently employed with/ retained by us and holding the position of as our true and lawful attorney (hereinafter referred to as the “Authorised Representative”), with power to sub- delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for “ **Name of work**” in India including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the IICCL, representing us in all matters before the IICCL, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the IICCL in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Contract with the IICCL.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF....., 20**

For ...
(Signature, name, designation and address)

Witnesses:

1.

2.

Accepted

(Signature, name, designation and address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*

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

- 3 *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille Certificate.*

Form 4E (I):

Format of Bank Guarantee for Bid Security

Bank Guarantee No.....

Date.....

To
CEO & MD,
India International Convention and Exhibition Centre Limited

[Complete address of the India International Convention & Exhibition Centre (Yashobhoomi) (“**IICCL**”)]

Ref: Your RfQ-cum-RfP No. RFP No./ xxxx; Tender Title:

Whereas M/s.....with its Registered/ Head Office at..... (name and address of the Service Provider, hereinafter called “**the Service Provider**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) has undertaken to submit a proposal, in pursuance of Tender no date..... (hereinafter called “**the Tender**”).

And Whereas you (unless repugnant to the context or meaning thereof, including your successors, administrators, executors, and assigns) have stipulated in the said Tender that the Service Provider shall furnish you with a bank guarantee by a Commercial bank for the sum specified therein as Earnest Money Deposit for compliance with its obligations as per the Tender;

And Whereas we with our Head Office at..... (name and address of the Bank, hereinafter referred to as the “**Bank**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) have agreed to give the Service Provider such a bank guarantee.

Now, Therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the Service Provider, up to a total of(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Service Provider to be in default under the Tender and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein, notwithstanding any difference between you and the Service Provider or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

The Bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee herein contained shall continue to be enforceable till you discharge this

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guarantee. This guarantee will not be discharged due to a change in the constitution of the Bank or the Service Provider's.

We further agree that no change or addition to or other modification of the terms of the Tender made by you shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall be valid until the day of20.....
Our.....branch at.....*(Name & Address of the
.....*(branch) is liable to pay the guaranteed amount depending on the filing of a claim
and any part thereof under this Bank Guarantee only and only if you serve upon us at our*
branch a written claim or demand and received by us at our* branch on or before
Dt..... otherwise, the bank shall be discharged of all liabilities under this guarantee after that.

(Signature of the authorized officer of the Bank)

.....
.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

*Preferably at the authority's headquarters competent to sanction the expenditure for procurement of goods/services or at the concerned district headquarters or the state headquarters.

Notes:

- 1 *The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.*
- 2 *The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch. I*
- 3 *If the company is registered under any other act of the Native Country of the bidder, the word Companies Act 1956 may be replaced by that Act.*
- 4 *The Bid Proposal, however, should be accompanied by a certified copy of certificate of incorporation under the concerned act.*

Form 4E (II):

Format of Bid Security Declaration.

Service Provider's Name _____
[Address and Contact Details]
Service Provider's Reference No. _____
Date.....

To CEO & MD,
India International Convention and Exhibition Centre Limited ("IICCL")

Ref: RfQ-cum-RfP No. RFP No./ xxxx;
Tender Title:

Sir/ Madam,

We, the undersigned, solemnly declare that:

We understand that according to this RfQ-cum-RfP's conditions, the Proposal must be supported by a Bid Securing Declaration in lieu of Bid Security.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand we shall stand automatically suspended from being eligible for bidding in any tender in IICCL for 2 (two) years from the date of opening of this Proposal if we breach our obligation(s) under the tender conditions if we:

1. Withdraw/amend/impair/derogate, in any respect, from our Proposal, within the Proposal validity; or
2. Being notified within the Proposal validity of the acceptance of our Proposal by IICCL:
 - (a) Refused or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the RfQ-cum-RfP's conditions
 - (b) Fail or refuse to sign the Contract.

We know that this Bid Security Declaration shall expire

1. If the Contract is not decided - 15 (fifteen) days after the expiration of the Proposal validity, any extension to it.
2. If the Contract is not awarded to us - not later than 15 (fifteen) days from the date of our elimination from the relevant Stage of the Selection Process, or

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3. If the Contract is awarded to us - not later than 15 (fifteen) days from the receipt of Performance Security by IICCL.

(Signature with date)

(Name and designation)

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

[name, address, and seal of Service Provider]

Dated on day of [insert date of signing]

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

DA:.....

Form 4F:

Technical Proposal Submission Form

[Location, Date]

To
CEO & Managing Director,
India International Convention and Exhibition Centre Limited (IICCL)

Ref: RfQ-cum-RfP No. RFP No./ xxxx;
Tender Title:

RfQ-cum-RfP dated [insert date and month] 2026 for “**Name of Work**”
Dear Sir,

With reference to your RfQ-cum-RfP dated, we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for “**Name of work**”. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [sole applicant] [with] [insert a list with full name and address of Service Provider].

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate in accordance with the RfQ-cum-RfP. Our Proposal is binding upon us, subject only to the modifications resulting from technical discussions in accordance with the RfQ-cum-RfP.

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

1. We acknowledge that India International Convention and Exhibition Centre Limited (“**IICCL**”) will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Service Provider, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Service Provider for the aforesaid Project.
3. We shall make available to IICCL any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

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4. We acknowledge the right of IICCL to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. We declare that:
 - a. We have examined and have no reservations to the RfQ-cum-RfP, including any Addendum issued by the IICCL;
 - b. We do not have any conflict of interest in accordance with the terms of the RfQ-cum-RfP;
 - c. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RfQ-cum-RfP, in respect of any tender or request for proposal issued by or any agreement entered into with Client or any other public sector enterprise or any government, Central or State; and
 - d. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Service Provider, without incurring any liability to the Applicants.
8. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the CAMC for the Project or which relates to a grave offence that outrages the moral sense of the community.
9. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that neither we have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RfQ-cum-RfP.

10. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/Managers/employees.
11. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by IICCL in connection with the selection of Service Provider or in connection with the Selection Process itself in respect of the above mentioned Project.
12. We agree and understand that the Proposal is subject to the provisions of the RfQ-cum-RfP. In no case, shall we have any claim or right of whatsoever nature if the CAMC for the Project is not awarded to us or our Proposal is not opened or rejected.
13. In the event of our being selected as the Service Provider, we agree to enter into a Contract
14. In accordance with the contract prescribed in the RfQ-cum-RfP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
15. We have studied RfQ-cum-RfP and all other documents carefully. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by Client or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of CAMC.
16. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall be binding on us
17. We agree and undertake to abide by all the terms and conditions of the RfQ-cum-RfP.

We acknowledge that IICCL in the capacity of The Employer invites proposals from prospective Applicants to participate in bidding

We remain,
Yours sincerely,
Authorized Signature [In full and initials]:
Name and Title of Signatory:
Name of Firm:
Address:
(Name and seal of the Applicant/Member in Charge)

Form 4G:

Integrity Pact

RfQ-cum-RfP No. RFP No./ xxxx;

Tender Title:

This Agreement (hereinafter called the Integrity Pact) is made on ____ day of the month of ____ 202__ at _____, India.

BETWEEN

India International Convention & Exhibition Centre Limited (“**IICCL**”), through CEO & MD, IICCL (hereinafter called the “**The Principal**”, which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part

AND

M/s. _____ (hereinafter called the “**The Service Provider**”, which expression shall mean and include unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

PREAMBLE

‘The Principal’ intends to award, under laid down organizational procedures, contract(s) for _____, ‘The Principal’ values full compliance with all relevant laws of the land, rules, regulations, economical use of resources and fairness/ transparency in its relations with its Service Provider(s) and/ or Service Provider(s). In order to achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the Procurement Process and the execution of the contract for compliance with the above mentioned principles.

Section 1 - Commitments of the ‘The Principal’

- 1 ‘The Principal’ commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - (a) No employee of the Principal, personally or through family members, shall, in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal shall, during the Procurement Process, treat all Service Provider(s) with equity and reason. The Principal shall, in particular, before and during the Procurement Process,

provide to all Service Provider(s) the same information and shall not provide to any Service Provider(s) confidential/ additional information through which the Service Provider(s) could obtain an advantage in relation to the Procurement Process or the contract execution.

(c) The Principal shall exclude from the process all known prejudiced persons.

2 If the Principal obtains information on the conduct of any of its employees, which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal shall inform the Chief Vigilance Officer and in addition, can initiate disciplinary actions.

Section 2 - Commitments of the ‘Service Provider’

1 The ‘Service Provider’ commit themselves to take all measures necessary to prevent corruption. The ‘Service Provider’ commit themselves to observe the following principles during participation in the Procurement Process and during the contract execution.

(a) The ‘Service Provider’ shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal’s employees involved in the Procurement Process or the execution of the contract or to any third person any material or other benefit which he is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Procurement Process or during the execution of the contract.

(b) The ‘Service Provider’ shall not enter any undisclosed agreement or understanding with other Service Providers, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of Proposals or any other actions to restrict competitiveness or to introduce cartelisation in the Procurement Process.

(c) The ‘Service Provider’ shall not commit any offence under the relevant IPC/PC Act; further, the ‘Service Provider’ shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.

(d) The ‘Service Provider’ of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Service Provider/ Service Providers of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details, as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers”, shall be disclosed by the Service Provider. Further, as mentioned in the Guidelines, all the payments made to the Indian agent/ representative must be in Indian Rupees only. A copy of the “Guidelines on Indian Agents of Foreign Suppliers” is placed in the Appendix to this agreement.

(e) The ‘Service Provider’ shall, when presenting their Proposal, disclose any and all payments made, are committed to, or intends to make to agents, brokers, or any other intermediaries in

connection with the contract award.

(f) Service Provider who has signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

2 The 'Service Provider' shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from Procurement Process and exclusion from future contracts

If the 'Service Provider', before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the 'Service Provider' from the Procurement Process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 - Compensation for Damages

1 If the Principal has disqualified the 'Service Provider' from the Procurement Process prior to the award according to Section 3, the Principal is entitled to demand and recover from the 'Service Provider' the damages equivalent to Earnest Money Deposit/ Bid Security.

2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Service Provider liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

1 Service Provider declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the Procurement Process.

2 If the Service Provider makes an incorrect statement on this subject, he can be disqualified from the Procurement Process, or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 - Equal treatment of all Service Providers/ Service Providers/ SubService Providers

1 In the case of Sub-contracting, the Principal Service Provider shall take responsibility for the adoption of the Integrity Pact by the Sub-Service Provider.

2 The Principal shall enter into agreements with identical conditions as this one with all Service Providers and Service Providers.

- 3 Principal shall disqualify from the Procurement Process all Service Providers who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Service Provider(s)/ Service Provider(s)/ SubService Provider(s)

If the Principal obtains knowledge of the conduct of a Service Provider, Service Provider or SubService Provider, or of an employee or a representative or an associate of a Service Provider, Service Provider or SubService Provider, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal shall inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

- 1 The Principal appoints a competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.
- 2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for him/ her to treat the information and documents of the Service Providers/ Service Providers as confidential. He/ she reports to the Head of the IICCL.
- 3 The Service Provider(s)/ Service Provider(s) accepts that the Monitor has the right to access, without restriction, all Project documentation of the Principal, including that provided by the Service Provider. The Service Provider shall also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-Service Providers.
- 4 The Monitor is under contractual obligation to treat the information and documents of the Service Provider(s)/ Sub-Service Provider(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of Absence of Conflict of Interest. In case of any conflict of interest arising at a later date, the IEM shall inform the Head of the IICCL and recuse himself/ herself from that case.
- 5 The Principal shall provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Service Provider. The parties offer the Monitor the option to participate in such meetings.
- 6 As soon as the Monitor notices, or believes to have noticed, a violation of this agreement, he shall so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.

- 7 The Monitor shall submit a written report to the Head of the IICCL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8 If the Monitor has reported to the Head of the IICCL a substantiated suspicion of an offence under the relevant IPC/ PC Act, and the Head of the IICCL has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 9 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Service Provider, 12 months after the last payment under the contract and for all other Service Providers 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the Service Providers and exclusion from future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged/ determined by the Head of the IICCL.

Section 10 - Other provisions

- 1 This agreement is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Principal, i.e., New Delhi.
- 2 Changes and supplements, as well as termination notices, need to be made in writing. Side agreements have not been made.
- 3 If the Service Provider is a partnership, this agreement must be signed by all partners
- 4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement with their original intentions.
- 5 Issues like Warranty/ Guarantee etc., shall be outside the purview of IEMs.
- 6 In the event of any contradiction between the Integrity Pact and its Appendix, the Clause in the Integrity Pact shall prevail.

For and on behalf of the Principal

(Name of the Officer and Designation)

(Office Seal)

For and on behalf of 'Service Provider.'

(Name of the Officer and Designation)

(Office Seal)

For and on behalf of the Principal

Place

Date

Witness 1: (Name & Address)

Witness 2: (Name & Address)

Appendix to Integrity Pact

Guidelines for Indian Agents of Foreign Suppliers

- 1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with '**The Principal**' shall apply for registration in the registration form with the appropriate unit.
- 1.1 Registered agents shall file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the Principal confirming the agency agreement. It should cover - the precise relationship, services to be rendered, and mutual interests in business - generally and/or specifically for the tender. Any commission/ remuneration/ salary/ retainership, which the agent or associate receives in India or abroad from the Principal, whether should be brought on record in the Agreement and be made explicit.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary, or a retainer, a written declaration to this effect should be submitted by the party (i.e., Principal) before finalizing the order.
- 2.0 Disclosure of particulars of agents/ representatives in India, if any.
- 2.1 Service Providers of Foreign nationality shall furnish the following details in their offers:
 - 2.1.1 The '**Service Provider**' of foreign origin shall disclose the name and address of the agents/

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representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/ representative be a foreign Company, it shall be confirmed whether it is an existing Company and details of the same shall be furnished.

- 2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/ representatives in India.
- 2.1.3 Confirmation of Service Provider that the commission/ remuneration, if any, payable to his agents/ representatives in India, may be paid by 'The Principal' in Indian Rupees only.
- 2.2 Service Providers of Indian Nationality shall furnish the following details in their offers:
 - 2.2.1 The 'Service Provider' of Indian Nationality shall furnish the name and address of the foreign principals, if any, indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal authorizing the agent specifically to make an offer in India in response to tender either directly or through the agents/ representatives.
 - 2.2.2 The amount of commission/ remuneration included in the price (s) quoted by Service Provider for himself.
 - 2.2.3 Confirmation of the foreign principals of Service Provider that the commission/ remuneration, if any, reserved for Service Provider in the quoted price(s), may be paid by 'The Principal' in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Services.
- 2.3 In either case, in the event of contract materializing, the terms of payment shall provide for payment of the commission/ remuneration, if any, payable to the agents/ representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in clauses above shall render the concerned Proposal liable to rejection or, in the event of a contract materializing, the same liable to termination by 'The Principal'. Besides this, there would be a penalty of banning business dealings with 'The Principal' or damage or payment of a named sum.

Section 5: Financial Proposal - Standard Forms

Form 5A	Financial Proposal Submission Form
Form 5B	Summary of Financial Proposal

Form 5A:

Financial Proposal Submission Form

[Location] [Date]

To:

CEO & Managing Director,
India International Convention and Exhibition Centre Limited

Dear Sir/Ma'am,

Subject: **"Name of work"**

Ref: RfQ-cum-RfP No. RFP No./ xxxx;

Tender Title:

We, the undersigned, offer to provide the services for [*name of assignment*] in accordance with your Request for Qualification – cum - Request for Proposal dated [*date*] and our Proposal. Our attached Financial Proposal is for the sum of [*amount(s) in words and figures*] including all applicable taxes for three years Services.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from arithmetic correction, if any, up to expiration of the validity period of the Proposal, i.e. [*date*].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely —Prevention of Corruption Act 1988.

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 and Address:

Form 5B

Summary of Financial Proposal

Ref: RfQ-cum-RfP No. RFP No./ xxxx; Tender Title:

Item	Amount in words	Amount in figures Cost (INR)
Costs of Financial Proposal (including all costs and all applicable taxes) ; for I-Year		
Costs of Financial Proposal (including all costs and all applicable taxes) ; for II-Year		
Costs of Financial Proposal (including all costs and all applicable taxes) ; for III-Year		
GST		
Total cost of Financial Proposal (including GST)		

GST would be payable at the applicable rates as may be in force from time to time.

Note:

- I. The finance bid must be submitted online only on the GeM portal.**
- II. In case of mismatch in figures and in words, the lower amount shall be considered as the final financial quote. No representation shall be entertained in this regard.
- III. For the avoidance of doubt, it is expressly clarified that rate & amount quoted by the applicant/bidder shall be deemed to include Monthly Remuneration and Professional fees for carrying out all the obligations under this RfP cum RfQ.
- IV. IICCL will not provide any Computer/Laptops/Mobile/Software's/Cameras etc. anything related to the deliverables as per RFP.
- V. The quoted amount shall be inclusive of charges for skilled, semi-skilled, and unskilled labour, as well as all transportation and freight costs associated with repair and maintenance of the system during breakdowns or routine servicing.
- VI. Further, the quoted amount shall be inclusive of all applicable taxes and any incidental or hidden charges. No additional payment shall be made on any account beyond the quoted price.

Section 6: Terms of Reference/Scope of Work

Refer Annexure - 1: Scope of Work
Annexure - 2: Inventory details

General Conditions of Contract (GCC)

1. GENERAL PROVISIONS

1.1 Definitions

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

“**Additional Personnel**” means Personnel other than the Key Professional engaged by the Service Provider in respect of the Services, in accordance with the terms of this Contract;

“**Affected Party**” has the meaning ascribed thereto in Clause 2.4.1(1) of the GCC;

“**Affiliate**” means, with respect to a Party, a public or a private company or other entity that directly or indirectly controls, or is controlled by, or is under common control with, such Party. For the purposes of this definition, “**Control**” means the right to cast more than 26% (twenty six percent) of the votes at a general meeting (or its equivalent) of such Party or company or entity, or ownership of more than 26% (twenty six percent) of the equity share capital or other ownership interests in such Party or company or entity, or the right to appoint majority of directors on the board of directors of such Party or company or entity, or the right to direct the policies or operations of such Party or company or entity;

“**Applicable Law**” means all applicable laws of India, including statutes, bye-laws, rules, regulations, notifications, circulars, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, made pursuant thereto, all applicable schemes, guidelines, administrative and departmental regulations of governmental authorities having authority or jurisdiction, all judgments, decrees, injunctions and orders of any court or tribunal of competent jurisdiction and any other instruments having the force of law in the India as they may be issued and in force from time to time;

“**Applicant**” means an individual entity that submit a Proposal in response to the RfQ-cum-RfP.

“**Assets**” mean tangible and intangible property, equipment, materials, tools, documents, or any other items of value that are provided or made available to the Service Provider by the Client in connection with the performance of this Contract. These Assets may include, but are not limited to, machinery, office equipment, software, intellectual property, and any other resources necessary for the Service Provider to fulfill its obligations under the Contract.

“**Authorised Representative**” has the meaning set forth in Clause 1.5 of the GCC;

“**Bid Security**” shall mean the bid security submitted by the Service Provider with the Client in terms of the RfQ-cum-RfP.

“**Client**” has the meaning ascribed thereto in the description of Parties in the Cover Agreement;

“**Code of Integrity**” shall mean the code as specified under Clause 13 of the GCC.

“**Commencement Date**” has the meaning set forth in Clause 2.2.1 of the GCC;

“**Conflict of Interest**” has the meaning set forth in Clause 3.2.1 of the GCC;

“**Service Provider**” has the meaning ascribed thereto in the description of Parties in the Cover Agreement;

“**Contract**” has the meaning ascribed thereto in Clause 1 of the Cover Agreement;

“**Contract Manager**” means the individual nominated by the Client who is responsible for overseeing the administration and execution of this Contract.

“**Contractual Material**” has the meaning ascribed thereto in Clause 3.5.1 of the GCC;

“**Deliverable**” means a tangible or intangible output or result that the Service Provider is required to produce and provide to the Client as part of the Services. It shall be specified in the Work Order (or the Supplementary Work Order as the case may be) and can include reports, documents, software, or any other agreed product or outcome that demonstrates progress or completion of a Work Order.

“**Disclosing Party**” has the meaning ascribed thereto in Clause 3.3.5 of the GCC;

“**Dispute**” shall have the meaning ascribed to it in Clause 12.2 of the GCC;

“**Effective Date**” has the meaning set forth in Clause 2.1 of the GCC;

“**Force Majeure**” has the meaning ascribed thereto in Clause 2.4.1 of the GCC;

“**GCC**” means the General Conditions of Contract;

“**GST**” means Goods and Services Tax charged on the supply of material(s) and services. The term “GST” shall be construed to include the Integrated Goods and Services Tax (IGST), Central Goods and Services Tax (CGST), State Goods and Services Tax (SGST), and Union Territory Goods and Services Tax (UGST) depending upon the context. It shall also mean to include GST compensation Cess, wherever applicable.

“**GST Act**” means the Good and Service Tax Act, 2017, and the rules made thereunder.

“**Good Industry Practices**” means the exercise of that degree of skill, diligence and care including compliance with all Applicable Laws which would reasonably and ordinarily be expected from a skilled and experienced Service Provider engaged in the same type of undertaking under the same or similar circumstances;

“**Government**” means the Government of India;

“**Indian Accounting Standards**” mean the accounting standards notified by the Ministry of Corporate Affairs, Government of India, under Section 133 of the Companies Act, 2013, read with Rule 7 of the Companies (Accounts) Rules, 2014, as amended from time to time.

“**Information**” has the meaning ascribed thereto in Clause 3.3.1 of the GCC;

“Intellectual Property” means all intellectual creations, whether tangible or intangible, including but not limited to inventions, patents, trademarks, trade names, service marks, copyrights, trade secrets, industrial designs, know-how, proprietary information, databases, software, literary works, artistic works, and all other forms of intellectual property, whether registered or unregistered, that are created, developed, or acquired in connection with the performance of this Contract.

“Intellectual Property Rights” means all legal rights and protections, whether registered or unregistered, that arise in connection with the ownership and use of Intellectual Property, including but not limited to patents, trademarks, copyrights, trade secrets, design rights, and any other similar rights recognized by applicable law, as well as any applications, renewals, extensions, and restorations thereof. These rights shall include the right to use, reproduce, distribute, license, modify, and commercialize the Intellectual Property, subject to the terms and conditions of this Contract.

“Local Currency” means Indian Rupee symbolized with ‘₹’;

“Material Adverse Effect” means any event, circumstance, change, or effect that has a material adverse impact on:

- (a) the ability of a Party (including the Service Provider) to observe, perform, or comply with any of its rights, obligations, or responsibilities under and in accordance with the provisions of this Contract; and/or
- (b) the legality, validity, binding nature, or enforceability of this Contract against any Party; and/or
- (c) the financial condition, operations, or business prospects of any Party, in a manner that materially impairs their ability to fulfil their obligations under this Contract; and/or
- (d) the overall Project or the Services being delivered under the Contract, such that it causes substantial disruption or delay to the anticipated completion or performance timelines.

“Milestone” means a significant event or point within a Deliverable that marks the completion of a specific phase under the Deliverable. It shall be specified in the Work Order (or the Supplementary Work Order as the case may be) and can include internal reviews, achievement of performance benchmarks, Client feedback sign-offs, or any other agreed indicator that demonstrates significant progress or a necessary step toward the completion of a Deliverable.

“Notice of Default” means a notice of default given by one Party to the other in accordance with provisions of the Agreement.

“Party” means the Client or the Service Provider, as the case may be, and **“Parties”** means both of them;

“Performance Security” means the irrevocable and unconditional bank guarantee provided by the Service Provider from a Scheduled Commercial Bank as guarantee for the performance of its obligations in respect of this Contract, in the form set out under Format 5 of Section 7 of the RfQ-cum-RfP, and in accordance with the provisions of the SCC. For the purpose of clarity, Scheduled Commercial Bank shall mean State Bank of India and its Associates, Nationalised

Banks, Other Public Sector Banks and Private Sector Banks as prescribed in the Second Schedule to the Reserve Bank of India Act, 1934.

“**Personnel**” means to include individuals engaged by the Service Provider assigned to perform the Services, or any portion thereof; provided that Personnel constituting the Key Professional shall be employees of the Service Provider;

“**Project**” refers to the Comprehensive Maintenance Contract (CMC) of the existing Systems at India International Convention & Exhibition Centre (Yashobhoomi), as applicable to the context.

“**RfQ-cum-RfP**” means the RfQ-cum-RfP dated _____ issued by the Client for appointment of Service Provider for the said tender;

“**SCC**” means the Special Conditions of Contract by which these General Conditions of the Contract may be amended or supplemented.

“**Scheduled Rate**” means the rates specified under **Appendix E**.

“**Selection Process**” shall mean the methodology adopted by the Client under the RfQ-cum-RfP for the short-listing of Applicants, evaluation of their Proposals, negotiations with successful Applicant(s), and all other acts incidental thereto, prior to the execution of this Contract.

“**Services**” means the work to be performed by the Service Provider under the terms of this Contract.

“**Site**” has the meaning ascribed thereto in Clause 1.4 of the GCC;

“**State Governments**” means the government of the State in which the respective Projects are located.

“**Sub-Service Provider**” means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Clause 3.4.1 of the GCC.

“**Supplementary Work Order**” has the meaning ascribed thereto in Clause 6.4.5 of the GCC.

“**Taxes**” means all forms of taxation, duties, fees, imposts, cess, deductions, levies and charges pursuant to Applicable Laws (whether currently in force or coming into force on or after the date of this Agreement), including but without limitation, GST, tax on supply of goods (which includes but is not limited to residential and property tax, customs and other import and export duties), stamp duty, capital duty or other similar amounts (but not including income tax, corporation profits tax, capital gains tax and other amounts corresponding thereto and interest, penalty or any other levy applicable on the income, profits, fringe benefits, personal taxes on salaries earned by employees), and any interest, surcharge, penalty or fine in connection therewith which may be payable by either Party on such transaction, property, matter mentioned above, levies, cess, imposts, deductions, charges, fees and penalties, withholdings and duties (including stamp, registration and transaction duties).

“**Work Order**” means the written order issued by the Client to the Service Provider under this Contract, including any Supplementary Work Order, specifying the scope of Services to be performed, the Deliverables, Milestones, timelines, staffing requirements, payment schedule, and any other relevant details required for performance of the Services during the Term of this Contract;

“**Works Plan**” shall have the meaning ascribed to it in Clause 8.1.1 of the GCC;

“**Work Order Value**” means, in respect of a Work Order or a Supplementary Work Order, as the case may be, an amount equal to the aggregate of the fees payable in respect of the Deliverables under such Work Order or Supplementary Work Order, as applicable;

1.2 Interpretation

In this Contract, unless otherwise stated or except where the context otherwise requires:

- 1 The singular includes the plural and vice versa and any word or expression defined in the singular shall have a corresponding meaning if used in the plural and vice versa. A reference to any gender includes the other gender.
- 2 A reference to any document, agreement, deed or other instrument (including, without limitation, references to this Contract) shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified, novated or substituted.
- 3 A reference to any Applicable Law includes any amendment, modification, re-enactment or change in interpretation or applicability of such law and a reference to any statutory body or authority includes a reference to any successor as to such of its functions as are relevant in the context in which the statutory body or authority was referred to.
- 4 Where a word or phrase has a defined meaning, any other part of speech or grammatical form in respect of the word or phrase has a corresponding meaning.
- 5 The words “**include**” and “**including**” are to be construed without limitation.
- 6 The terms “**herein**”, “**hereof**”, “**hereto**”, “**hereunder**” and words of similar purport refer to this Contract as a whole. Where a wider construction is possible, the words “**other**” and “**otherwise**” shall not be construed ‘*ejusdem generis*’ with any foregoing words.
- 7 In the Contract, headings are for the convenience of reference only and are not intended as complete or accurate descriptions of the content thereof and shall not be used to interpret the provisions of the Contract.
- 8 any obligation not to do something shall be deemed to include an obligation not to suffer, permit or cause that thing to be done. An obligation to do something shall be deemed to include an obligation to cause that thing to be done.
- 9 the rule of interpretation which requires that a contract be interpreted against the person or Party drafting it shall have no application in the case of this Contract.

- 10 References to a person (or to a word importing a person) shall be construed so as to include:
- a. Individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other Governmental Authority (whether or not in each case having separate legal personality);
 - b. That person's successors in title and assigns or transferees permitted in accordance with the terms of the Contract; and
 - c. References to a person's representatives shall be to its officers, Personnel, legal or other professional advisors, subService Providers, agents, attorneys and other duly authorized representatives.
- 11 Reference to a "**day**" shall mean a calendar day.
- 12 Reference to a provision of the GCC shall be a reference to such provision as may be amended or supplemented by the SCC.

1.3 Scope of Services:

This Contract is for the performance and delivery of Services as described in **Appendix A-Terms of Reference**, including the scope and quantum specified therein. The Services may be further detailed in individual Work Orders or Supplementary Work Orders issued during the term of the contract.

1.4 Location

The Services shall be performed at such locations as are specified in bid document and, where the location of a particular task is not so specified, at such locations, whether in Country or elsewhere, as the Client may approve. ("**Sites**")

1.5 Authorized Representatives

- 1.5.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Service Provider may be taken or executed by the officials designated in the SCC as the representatives of the Client and the Service Provider ("**Authorised Representative**"), as the case may be;
- 1.5.2 Provided that either Party may, from time to time, by giving a 15 (fifteen) days' notice to the other Party in writing, change its Authorised Representative.
- 1.5.3 Notwithstanding anything to the contrary in this Contract, the Client's Authorised Representative shall have no authority to:
- a. Amend, alter, modify or waive any provision or term of this Contract, or
 - b. Relieve the Service Provider of any of its duties, obligations or responsibilities under this Contract, or

- c. Waive any failure or breach on the part of the Service Provider.

1.6 Taxes and Duties

1.6.1 The Contract Value shall be deemed to include all the Taxes. Further, the Service Provider shall administer, bear and pay all Taxes, including any Taxes in connection with the performance of the Service Provider's obligations under this Contract and the payments to be made by the Client to the Service Provider.

1.6.2 If applicable under Applicable Law, the Client shall deduct from all payments and deposit required taxes to respective authorities on account of GST Reverse Charge Mechanism; Tax Deducted at Source (TDS), and Tax Collected at Source (TCS) relating to Income Tax, labour cess, royalty etc.

1.6.3 Payment of GST Tax under the Contract:

- 1 The payment of GST and GST cess to the Service Provider shall be made only on the latter submitting a GST compliant Bill/ invoice indicating the appropriate HSN code and applicable GST rate duly supported with documentary evidence as per the provision of the relevant GST Act and the rules made there under. The delivery of Services shall be shown as being made in the name, location/ state, and GSTIN of the beneficiary of the Services only; the location of the procurement office of the Client has no bearing on the invoicing.
- 2 Service Provider who is required to comply with the requirements of E-invoice as per the GST Act, all payments shall be made against proper e-invoice(s) only. Invoices issued in violation shall not be processed for payment, as Client shall not be allowed to avail of input tax credit against such invoices.
- 3 Returns and details required to be filled under GST Act regarding invoices (or e-invoices) should be filed promptly by the Service Provider. If input tax credit is not available to the Client for any reason attributable to the Service Provider, then the Client shall not be liable to pay or reimburse GST claimed in the invoice(s) and shall be entitled to deduct / setoff/ recover such GST amounts together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the Service Provider under this contract or under any other contract.
- 4 While claiming reimbursement of Taxes from the Client, as and if permitted under the Contract, the Service Provider shall also certify that in case it gets any refund out of such Taxes from the concerned authorities at a later date, the Service Provider shall refund to the Client, the Client's share out of such refund received by the Service Provider. The Service Provider shall also refund the appropriate amount to the Client immediately after receiving the same from the concerned authorities.
- 5 All necessary adjustment vouchers, such as credit notes/ debit notes for any short/ excess delivery of Services or revision in prices or any other reason under the Contract, shall be submitted to the Client in compliance with GST provisions.

- 6 GST shall be paid as per the rate at which it is liable to be assessed or has been assessed, provided the provision of Services is legally liable to such Taxes and is payable as per the terms of the Contract subject to the following conditions:
 - a. The Client shall not pay a higher GST rate if leviable due to any misclassification of the HSN number or incorrect GST rate incorporated in the contract due to the Service Provider's fault. Wherever the Service Provider invoices the Services at GST rate or HSN number, which is different from that incorporated in the Contract, payment shall be made as per GST rate, which is lower of the GST rates incorporated in the Contract or billed.
 - b. However, the Client shall not be responsible for the Service Provider's Tax payment or duty under a misapprehension of the Applicable Law.
 - c. The Service Provider is informed that the Service Provider shall be required to adjust the Schedule Rates to the extent required by a higher tax rate billed as per invoice to match the all-inclusive price mentioned in the Contract.
 - d. In case of profiteering by the Service Provider relating to GST, the Service Provider shall treat it as a violation of the Code of Integrity in the Contract and avail any or all punitive actions thereunder, in addition to recovery and action by the GST authorities under the Act.
- 7 The Service Provider should issue receipt vouchers immediately on receipt of all types of payments along with Tax invoices after adjusting advance payments, if any, as per Contractual terms and GST Act.
- 8 Liquidated damages or any other recoveries should be shown as deductions on the invoice, and GST shall be applicable only on the net balance payment due.

1.6.4 Statutory Variation Clause:

Unless otherwise stated in the contract, statutory increase in applicable GST rate only during the original delivery period shall be to Client's account. Any increase in the rates of GST beyond the original completion date during the extended delivery period (*excepting extension under Clause 8.4 of the GCC*) shall be borne by the Service Provider. The benefit of any reduction in the GST rate must be passed on to the Client during the original and extended delivery period. However, GST rate amendments shall be considered for quoted HSN code only, against documentary evidence, provided such an increase of GST rates occurs after the last proposal submission date.

- 1.6.5** Further, in the event that the Client receives notification or assessment of any Taxes (whether as an agent, or in substitution of the Service Provider, any Sub-Service Providers or its Personnel, servants, agents or otherwise) in respect of or arising out of the performance of the Service Provider's obligations under this Contract which remain outstanding, the Client shall notify the Service Provider of the same and the Service Provider shall promptly take all necessary action for settlement and/or any other lawful disposal of such notification or assessment. Furthermore, the Service Provider shall pay forthwith on demand to the Client all costs including fines and penalties, which the Client may incur as a result of:

- 1 the Client having been required by any governmental authority to pay any Taxes which the Service Provider is liable to bear hereunder; or
- 2 any cost actually sustained by the Client for failure by the Service Provider to pay any Taxes for which it is responsible under this Contract.

1.7 Joint and Several Liability; Collective Action by Members

1.7.1 The Service Provider shall be a single entity. Consortiums are not permitted. The selected entity shall be solely responsible for performance of the Contract, and all communications, invoicing, and payments shall be handled directly with the Client.

1.8 Modifications/ Amendments, Waivers and Forbearance

1.8.1 Modifications/ Amendments of Contract

- 1 After signing of this Contract, no change or modification to its provisions — including the Contract Value, Fees, or any other terms — shall be valid unless made through a written amendment or Supplementary Work Order issued by the Client and duly accepted by the Service Provider.
- 2 The Client may, at its discretion or upon written request from the Service Provider, issue such amendment or Supplementary Work Order for alterations or modifications within the general scope of the Contract. Any request for modification by the Service Provider shall be made in writing to the Client.
- 3 If the Service Provider does not agree to an amendment or Supplementary Work Order issued by the Client, the Service Provider shall communicate its objection in writing within **fourteen (14) days** from the date of issue. Failure to do so shall be deemed as acceptance of the amendment.
- 4 Any verbal or written arrangement abandoning, modifying, extending, reducing, or supplementing the Contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Client unless and until the same is incorporated in a formal instrument and signed by the Client, and till then the Client shall have the right to repudiate such arrangements.

1.8.2 Waivers and Forbearance

The following shall apply concerning any waivers, forbearance, or similar action taken under this Contract:

- 1 Any waiver of Client's rights, powers, or remedies under this Contract must be in writing, dated, and signed by an Authorized Representative of the Client granting such a waiver and must specify the terms under which the waiver is being granted.
- 2 No relaxation, forbearance, delay, or indulgence by the Client in enforcing any of the terms and conditions of this Contract or granting of an extension of time by the Client to the Service Provider shall, in any way whatsoever, prejudice, affect, or restrict the rights

of the Client under this Contract, neither shall any waiver by Client of any breach of Contract operate as a waiver of any subsequent or continuing breach of Contract.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both the Parties or such later date as may be stated in the SCC (“**Effective Date**”).

2.2 Commencement of Services

2.2.1 The Service Provider shall commence the Services from the Effective Date or any date prior to that with written approval from the Client (“**Commencement Date**”). If the Service Provider does not commence the Services within the aforesaid period or if the Service Provider fails to provide the Performance Security within the period specified in the SCC, the Client may, by not less than **7 (seven) days’** notice to the Service Provider, declare this Contract to be null and void and this Contract shall stand terminated in the event of such declaration, and the Service Provider shall be deemed to have accepted such termination.

2.2.2 Further, the Client may, in the event of such termination, forfeit the Performance Security as liquidated damages and not as penalty, in respect of losses and costs incurred by the Client on account of such termination.

Provided that in the event the Performance Security has not been submitted by the Service Provider, the Client shall be entitled to forfeit the Bid Security and claim the remaining sum (by which the value of the Performance Security exceeds the Bid Security) from the Service Provider as liquidated damages. The Parties agree that the liquidated damages amounts specified herein are a genuine pre-estimate as of the date hereof of damages likely to be incurred.

2.3 Term of the Contract

Unless terminated earlier pursuant to Clause 2.5 of the GCC, this Contract shall terminate at the end of such time period as shall be specified in the SCC.

2.4 Force Majeure

2.4.1 Definition

1 For the purposes of this Contract, “**Force Majeure**” means an event, act, or circumstances, or combination of events, acts or circumstances, which directly, materially and adversely affects the Party's (“**Affected Party**”) performance of its obligations pursuant to the terms of this Contract, but only if and to the extent that such events, acts or circumstances are beyond the reasonable control of the Affected Party, were not the fault of the Affected Party, were not reasonably foreseeable at the time of execution of this Contract and could not have been prevented or overcome or mitigated by the Affected Party through the exercise of Good Industry Practices.

- 2 Force Majeure includes, but is not limited to acts of God (but not including negligence or wrongdoing), war, hostilities, acts of public enemy, riots, civil disorder, sabotage, epidemics, quarantine restrictions, strikes or lockouts (excluding strikes or labour disturbance at the facilities of the Service Provider or Client) earthquake, fire, explosion, storm, flood or other adverse weather conditions (but not including predictable/seasonal rain), any unlawful or unauthorised act, failure to act, restraint or regulation, of any governmental authority (other than the Client) affecting the performance of its obligations by the Affected Party hereunder; but shall not include the following circumstances, except to the extent that they are consequences of an event of Force Majeure:
 - 1 unavailability of Personnel or unavailability, late delivery, or changes in cost of any material, equipment, services, technology, software required for the performance of the Services;
 - 2 insufficiency of finances or funds, financial insolvency, financial distress or this Contract becoming onerous to perform;
 - 3 failure to comply with any Applicable Law; or
 - 4 any delay or default of any Sub-Service Providers or Personnel.

2.4.2 No Breach of Contract

- 1 The failure of or delay by the Affected Party to fulfil any of its obligations under the Contract shall not be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Affected Party affected by such an event:
 - a. has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract and to mitigate the consequences of any event of Force Majeure; and
 - b. has informed the other party as soon as possible, and in any event within a period of **10 (ten) days** of the occurrence of the Force Majeure event:
 - a. about the occurrence of such Force Majeure event;
 - b. the dates of commencement and estimated cessation of Force Majeure event, provided that in case of a continuing Force Majeure event, the Affected Party shall provide periodic reports at intervals of not more than **7 (seven) days**; and;
 - c. the manner in which the Force Majeure event(s) affects the Affected Party's obligation(s) under the Contract.
- 2 The Affected Party shall also notify the other Party of the cessation of the Force Majeure event. The Parties agree that neither Party shall be able to suspend or excuse the non-performance of its obligations hereunder unless such Affected

Party has given the notice specified above. Further, the Affected Party shall not be relieved of the performance of that part of its obligations under this Contract which is not affected by the event of Force Majeure.

2.4.3 Extension of Time

If the Affected Party becomes unable to perform all or part of its obligations under this Contract on account of an event of Force Majeure, the Affected Party shall be permitted an extension of time for the performance of such obligations to the extent affected by the event of Force Majeure and, if the Service Provider is the Affected Party, it shall be entitled to an extension of time for the performance of the relevant Services for a period equal to the time during which the impossibility of performance due to Force Majeure continues.

2.4.4 Payments

- 1 During the period of existence of an event of Force Majeure, to the extent the Service Provider is unable to perform any Services as a result of such event of Force Majeure, the Service Provider shall not be entitled to continue to be paid under the terms of this Contract or to be reimbursed for any costs incurred by it during such period (except to the extent such costs relate to that part of the Services that the Service Provider continues to perform in accordance with the provisions of this Contract), provided that the Service Provider shall be paid reasonable and properly incurred expenses in demobilising and reactivating the Services after the end of such period.
- 2 In the event that a Force Majeure event affecting the Service Provider's ability to discharge its obligations under the terms of the Contract, the Service Provider and the Client shall engage in discussions and mutually agree on any necessary adjustments to the scope, level, or schedule of the Services provided by the Service Provider, as well as any corresponding changes to the Service Provider's remuneration. Any such mutually agreed adjustments shall be formalized through the issuance of a Supplementary Work Order by the Client.

2.5 Termination

2.5.1 Termination by the Client

The Client may terminate the Contract if:

- 1 the Service Provider becomes insolvent or bankrupt or is unable to pay its debts as they become due, or admits in writing its inability to pay its debts or makes an assignment for the benefit of its creditors;
- 2 any meeting is convened for consideration of a resolution for, or a resolution is passed for the voluntary winding up of the Service Provider, or if the Service Provider commences a voluntary proceeding under any applicable bankruptcy, insolvency, winding up or other similar law now or hereafter in effect, or consents to the entry of an order for relief in an involuntary proceeding under any such law, or consents to the appointment or taking possession by a receiver, liquidator, assignee (or similar official) for any part of its property;

- 3 an involuntary proceeding against the Service Provider has been commenced under any applicable bankruptcy, insolvency, winding up or other similar law now or hereafter in effect, or in any case, proceeding or other action for the appointment of a receiver, liquidator, assignee (or similar official) for any part of its property, or for the winding up or liquidation of its affairs, or other action has been presented to a court or other governmental authority, and such proceedings are not dismissed, withdrawn or stayed within **60 (sixty) days** of such commencement;
- 4 the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 12 of the GCC;
- 5 any document, information, data or statement submitted by the Service Provider in its proposal in response to the RfQ-cum-RfP, based on which the Service Provider was considered eligible or successful is found to be false, incorrect or misleading; or any representation or warranty of the Service Provider set forth in this Contract is found to be false, incorrect or misleading;
- 6 the Service Provider submits to the Client a false statement which affects the rights, obligations or interests of the Client;
- 7 the aggregate liquidated damages payable by the Service Provider under Clause 10 of the GCC exceed the ceiling specified thereunder;
- 8 a Material Adverse Effect occurs and the Service Provider fails to cure the same with a period of **14 (fourteen) days** from the receipt of Notice of Default;
- 9 there is a breach of the Service Provider's obligations under Clause 3 of the GCC and the Service Provider fails to cure the same with a period of **14 (fourteen) days** from the receipt of Notice of Default;
- 10 the Service Provider repudiates or abandons this Contract or otherwise takes any action or evidences or conveys an intention not to be bound by this Contract and the Service Provider fails to cure the same with a period of **14 (fourteen) days** from the receipt of Notice of Default;
- 11 there is any other breach of the Service Provider of the provisions of this Contract or if the Service Provider does not remedy a failure in the performance of its obligations under the Contract to the satisfaction of the Client, within a period of 14 (fourteen) days from the receipt of Notice of Default;
- 12 as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services to be performed under a Work Order or a Supplementary Work Order, as the case may be, for a continuous period of more than **90 (ninety) days**; or
- 13 the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

The Members constituting the Service Provider further agree and acknowledge that the occurrence of the events listed in this Clause 2.5.1 of the GCC in respect of any Member shall

be deemed to be occurrence of such event in respect of all the Members and the Service Provider and the Client shall have the right to terminate this Contract in accordance with the provisions hereof

Upon the occurrence of the any of the events specified above, the Client shall give at least **30 (thirty) days'** written notice to the Service Provider for terminating this Contract. For the avoidance of doubt, it is hereby clarified that the aforesaid notice period of **30 (thirty) days** shall not be deemed to be a cure period and would be for the purpose of taking steps to bring the Services to a close in a prompt and orderly manner.

2.5.2 Termination by the Service Provider

The Service Provider may terminate this Contract upon the occurrence of any of the following events:

- 1 if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services to be performed under any Work Order, as the case may be, for a period of more than **90 (ninety) days**;
- 2 If the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 12 of the GCC.
- 3 if the Client does not remedy a failure in the performance of its obligations under this Contract, within a period of **60 (sixty) days** after receipt of Notice of Default from the Service Provider; or

Upon the occurrence of the any of the events specified above, the Service Provider may by not less than **30 (thirty) days'** written notice to the Client terminate, this Contract. For the avoidance of doubt, the Parties agree that the aforementioned period of **30 (thirty) days'** shall not be deemed to be a cure period and would be for the purpose of taking steps to taking over the performance of Services from the Service Provider in a prompt and orderly manner.

2.5.3 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.5.1 and 2.5.2 of the GCC, the Service Provider shall, immediately upon dispatch or receipt of such notice, as the case may be, 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 Service Provider and equipment and materials furnished by the Client, the Service Provider shall proceed as provided under Clause 3.10 of the GCC.

2.5.4 Payment upon Termination

- 1 Upon termination of this Contract pursuant to Clause 2.5.1 of the GCC (other than Clause 2.5.1(12) and Clause 2.5.1(13)), the Client shall pay to the Service Provider (subject to set-off in respect of any sums due from the Service Provider to the Client, including any liquidated damages payable under Clause 10 of the GCC) payments pursuant to Clause 7 of the GCC for Deliverables satisfactorily completed prior to the effective date of

termination and in respect of such Services, reimbursable expenditures actually incurred prior to the effective date of termination.

- 2 For the avoidance of doubt, it is clarified that termination of this Contract pursuant to Clauses 2.5.1 (other than Clause 2.5.1(12) and Clause 2.5.1(13)), the Service Provider shall be entitled to remuneration/payments only in respect of Deliverables and/or Milestones that have been satisfactorily completed and shall, notwithstanding the provisions of Clause 7.1.3 of the GCC, not be entitled to claim any remuneration/payment in respect of any Milestones/Deliverables that have not been satisfactorily completed.
- 3 Upon termination of this Contract pursuant to Clause 2.5.1(12), Clause 2.5.1(13) and Clause 2.5.2 the Client shall make the following payments to the Service Provider (subject to set-off in respect of any sums due from the Service Provider to the Client, including any liquidated damages payable under Clause 10 of the GCC) :
 - a. Payments pursuant to Clause 7 of the GCC for Services satisfactorily performed prior to the effective date of termination and in respect of such Services, reimbursable expenditures actually incurred prior to the effective date of termination; and
 - b. For the avoidance of doubt, it is clarified that the Client shall not under any circumstances (either in the event of termination of the Contract for any reason whatsoever or otherwise), be liable for any consequential or indirect loss or damage to the Service Provider, including without limitation any loss of profit, loss of contract, liability under other contract, or liability to third parties.
- 4 In case of termination pursuant to Clause 2.5.1 (other than Clause 2.5.1(12) and Clause 2.5.1(13)), the Client shall be entitled to forfeit and appropriate the Performance Security. In the event the termination is due to a failure of the Service Provider to establish or maintain the Performance Security in the amounts and on the terms required under this Contract, the Service Provider shall be liable to pay a sum equivalent to the value of the Performance Security as prescribed under the SCC, as liquidated damages and not as penalty, in respect of losses and costs incurred by the Client on account of such termination.
- 5 The Parties agree that the amount of liquidated damages specified herein are a genuine pre-estimate as of the date hereof of damages likely to be incurred. Further, without prejudice to the other rights and remedies of the Client under this Contract or at law, the Client shall be entitled to blacklist the Service Provider and/or its Affiliates from participating in any tender or procurement process of the Client issued during a period of **2 (two) years** from the date of notification of blacklisting.

2.5.5 Risk and Cost Procurement

- 1 The Client shall be entitled, upon termination of the Contract for the grounds under Clause 2.5.1 (other than Clause 2.5.1(12) and Clause 2.5.1(13)), to procure Services similar to those terminated, with such terms and conditions and in such manner as it deems fit at the “Risk and Cost” of the Service Provider.

- 2 The Service Provider shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be at the discretion of the Client. It shall not be necessary for the Client to notify the Service Provider of such procurement. It shall, however, be at the discretion of the Client to collect or not the security deposit from the firm/ firms on whom the contract is placed at the risk and cost of the Service Provider.

2.5.6 Liability of the Service Provider

The Service Provider's liability and the Client's remedies under this Contract shall be in addition to and not in derogation of the Client's rights and remedies under Applicable Law. Further the limitation of liability has been set out under the Special Conditions of the Contract below.

3. **OBLIGATIONS OF THE SERVICE PROVIDER**

3.1 General

The Service Provider shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Service Providers or third parties.

3.2 Conflict of Interest

- 3.2.1 Any breach of an obligation under this Clause 3.2 shall constitute a conflict of interest ("**Conflict of Interest**"). The Service Provider shall comply and shall ensure the Sub- Service Providers and Affiliates of the foregoing comply with the provisions of this Clause 3 and any breach of such an obligation shall constitute an event of default by the Service Provider for the purposes of this Contract.

- 3.2.2 The Service Provider shall promptly disclose any Conflict of Interest to the Client. For the avoidance of doubt, the Service Provider agrees that a disclosure of any Conflict of Interest shall not in any manner whatsoever be deemed to cure such Conflict of Interest.

3.2.3 Service Provider Not to Benefit from Commissions, Discounts, etc.

- 1 The remuneration of the Service Provider pursuant to Clause **Error! Reference source not found.** shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Sub-Service Providers and agents of either of them, similarly shall not receive any such additional remuneration.

- 2 The Service Provider has an obligation and shall ensure that its Personnel have an obligation to disclose any actual or potential conflict that impacts their capacity to serve the best interest of the Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Service Provider and/ or the termination of the Contract.

3.2.4 Service Provider and Affiliates Not to Engage in Certain Activities

- 1 The Service Provider agrees, and shall procure that the Sub-Service Providers agree, that, during the term of the Contract and for a period of 2 (two) years after the termination or expiry of this Contract, the Service Provider shall not and shall ensure that the Affiliates of any of the Members, its Sub-Service Providers and any Affiliates of the Sub-Service Providers, do not provide goods, works, services, loans, capital or equity (other than the Services and any continuation thereof) for any project or works resulting from or closely related to the Services;

Provided that the foregoing restriction shall not be applicable to any Programme management/CAMC/advisory services provided to the Client in continuation of the Services hereunder or to any subsequent Programme management/CAMC/advisory services provided to the Client in accordance with the rules, guidelines, policies of the Client.

- 2 Further, the Service Provider shall during the course of performance of the Services and for a period of 2 (two) years after the expiry or termination of this Contract, ensure that there is no conflict of interest with that of the Project or the Client and to this end not enter into any arrangements (formal or informal) or undertake activities such that its interests conflict with any of its obligations under the Contract or are prejudicial to the interests of the Project or of the Client.
- 3 Further the Service Provider shall not and shall ensure that the Sub-Service Providers, the Affiliates of the foregoing and Personnel will not use improperly, for purposes of competition or gain, or pass on to others, any information or document, provided by the Client or any other persons involved in the Project.

For the purposes of this Clause 3.2.4, an “**Affiliate**” shall also include a partner in the firm of the Service Provider/Sub-Service Provider, as the case may be, or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Service Provider/Sub- Service Provider, as the case may be, and any Affiliate thereof.

3.2.5 Prohibition of Conflicting Activities

The Service Provider shall not and shall ensure that the Sub-Service Providers and the Personnel do not engage, either directly or indirectly, for a period of 2 (two) years after the termination or expiry of this Contract, in any business or professional activities which would conflict with the activities assigned to it under the Contract.

Without prejudice to the generality of the foregoing, certain illustrations of activities that would be in conflict with the services assigned to the Service Provider under this Contract include the Service Provider, any Sub- Service Provider or Affiliate would include:

- 1 providing bid advisory services to any Service Providers or Service Providers bidding in respect of any works or services related to the Project; or
- 2 being engaged by any Service Provider for the Project for detailed planning, supervisory services, engineering support or any other services.

3.3 Confidentiality

- 3.3.1 The Service Provider shall not and shall ensure that Affiliates of the Service Provider and and Personnel do not, without the prior written consent of the Client, disclose, divulge, furnish or make known or accessible to, or use for the benefit of, anyone other than the Parties hereto, the contents of this Contract, any Work Orders or Supplementary Work Orders, any proprietary or confidential information relating to the Project, the Services, any information which may come to the Service Provider's knowledge in the course of negotiations or otherwise concerning this Contract and/or the Project (including but not limited to any information provided by or pertaining to other entities involved in the Project, such as other Service Providers, Service Providers etc) or the commercial or financial arrangements or affairs of the Client (collectively, "**Information**"); provided.
- 3.3.2 However, that the Service Provider may disclose Information to its Personnel and the officers, employees of the Service Provider and/or its Affiliates (the "**Service Provider's Representatives**") who have a legitimate need to know the Information for the performance of Services.
- 3.3.3 The Service Provider shall be responsible for informing the Service Provider's Representatives of the confidentiality requirements imposed by this Contract and shall be responsible for any breach of the terms and conditions hereof by the Service Provider's Representatives.
- 3.3.4 Further, the Service Provider agrees and acknowledges that monetary damages would not be an adequate compensation for the Client in the event the Service Provider breaches its confidentiality obligations under this Contract and the Parties agree that in the event of a breach or threatened breach of confidentiality, the Client shall, at its option, also be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach.
- 3.3.5 The restrictions imposed by Clause 3.3.1 shall not apply to the disclosure of any Information by the Service Provider:
 - 1 which is now or hereafter comes into the public domain otherwise than as a result of a breach of an undertaking of confidentiality;
 - 2 was in the possession of the Service Provider or its Service Provider's Representatives on a non-confidential basis at the time of its disclosure under this Contract;
 - 3 becomes lawfully available to the Service Provider or Service Provider's Representatives on a non-confidential basis from any source, except the Client and its Affiliates (the "**Disclosing Party**"), provided that such source was not bound by an obligation of confidentiality to the Disclosing Party or any other person with respect to such information;

- 4 that is independently developed by the Service Provider without reference to Information provided by the Disclosing Party;
- 5 that is disclosed to the legal advisers, auditors and other professional advisers of the Service Provider, provided such persons are under an obligation to maintain confidentiality of such information;
- 6 that is required to be disclosed by the Service Provider pursuant to Applicable Laws;

Provided that the Service Provider shall furnish only that portion of the Information which it is advised by its counsel is legally required to be disclosed and shall exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to such Information to the extent reasonably requested by the Disclosing Party; or that is approved for disclosure or release by written authorization of the Disclosing Party.

3.3.6 The confidentiality obligations under this Contract shall survive for a period of 2 (two) years after the expiration or termination of this Contract or for a period of 3 (three) years from the date of the latest of the disclosures made under or in relation to this Contract, whichever is later.

3.4 **Service Provider's Actions Requiring Client's Prior Approval**

3.4.1 The Service Provider shall obtain the Client's prior approval in writing (such approval not to be unreasonably withheld or delayed) for any action that may be specified in the SCC.

3.5 Documents Prepared by the Service Provider to be the Property of the Client

3.5.1 All plans, drawings, specifications, designs, reports, primary data, other documents, and software, that might have been provided by the Client to the Service Provider or drafted, prepared, or collected by the Service Provider in course of performance of its obligations under this Contract, ("**Contractual Materials**") shall be the property of the Client, and shall be marked accordingly.

3.5.2 The Service Provider shall, no later than upon termination or expiration of this Contract, be under an obligation to dispose/deliver all such Contractual Materials according to the instructions of the Client, together with a detailed inventory thereof.

3.5.3 The Client, in its sole discretion, may require the Service Provider to submit certain Contractual Materials either in physical format or a digital format.

3.5.4 Intellectual Property Rights vis-à-vis the Contractual Material, including registrations, applications, renewals, extensions, continuations, divisions or re-issues thereof, now or hereafter, shall not be used by the Service Provider for any purpose other than the performance of the Services hereunder;

Provided that the Client may, at its sole discretion, grant a royalty free license to the Service Provider for the use the Contractual Materials on other projects undertaken by the Service Provider subject to the terms and conditions stipulated by the Client.

3.5.5 Any materials pertaining to the Services, of which the ownership or the Intellectual Property Rights – do not vest with the Client under Applicable Laws or the terms of this Contract, shall absolutely and irrevocably, stand assigned to the Client (without any royalty, fees or payments other than the remuneration provided for in this Contract) as and when such documents or materials are created, and the Service Provider agrees to execute all documents and perform such acts as may be required by the Client for securing such assignment.

3.5.6 The Client acknowledges that pre-existing Intellectual Property shall remain the property of the Service Provider, and the Service Provider hereby provides an irrevocable royalty-free license for pre-existing Intellectual Property to the Client for the Project.

Provided that in respect of licenses in respect of any off-the-shelf software, the Service Provider shall be required to provide, at no additional cost to the Client, licenses during the term of this Contract, however, after expiry or termination of this Contract, licenses in respect of off-the-shelf software shall be procured at the Client's cost.

3.5.7 For the avoidance of doubt, the Service Provider agrees and acknowledges that the Client shall be entitled, without requiring the Service Provider's consent, to

1. use or permit the use by any other entity involved in the implementation of the Project of any materials licensed to the Client by the Service Provider; and
2. assign the license granted by the Service Provider, or any part thereof, to the [State SPV/City SPV/Nodal SPV] or by any other entity involved in the implementation of the Project.

3.5.8 The Service Provider shall ensure that the Contractual Material provided by the Service Provider to the Client pursuant to this Contract does not and will not infringe Intellectual Property Rights of any third-party. The Service Provider shall indemnify the Client against all claims, proceedings, actions, damages, legal costs (including but not limited to attorney's fees and court costs), expenses and any other liabilities arising from or incurred by the use by the Client of any Contractual Material provided by the Service Provider to the Client pursuant to the terms of this Contract, which involves any infringement or alleged infringement of the Intellectual Property Rights of any third-party. If, in any suit or claim relating to such infringement or alleged infringement, a temporary restraining order or preliminary injunction is granted, the Service Provider shall make every effort to secure the suspension of the injunction or restraining order.

3.5.9 If, in any such suit or claim, any Contractual Material Provided by the Service Provider, or any part, combination or process thereof, is finally held to constitute an infringement of any Intellectual Property Rights of a third-party, and its use is permanently enjoined, the Service Provider shall secure for the Client a license, at no cost to the Client, authorizing continued use of such Contractual Material Provided by the Service Provider. If the Service Provider is unable to secure such license within a reasonable time, the Service Provider shall, at its own expense and without impairing any performance requirements, either replace such Contractual Material Provided by the Service Provider, or part, combination or process thereof or modify such Contractual Material Provided by the Service Provider so that they become non-infringing.

3.6 Insurance to be taken out by the Service Provider

- 3.6.1 The Service Provider shall, within a period of 30 (thirty) days from the Effective Date, take out and maintain, at the Service Provider own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverages, as shall be specified in the SCC.
- 3.6.2 Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this Clause, the Service Provider shall furnish to the Client, copies of such policy certificates, copies of the insurance certificates and, from time to time, evidence that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the terms of this Contract.
- 3.6.3 If the Service Provider fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Client shall apart from having other recourse available under this Contract have the option without prejudice to the obligations of the Service Provider, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Service Provider, and the Service Provider shall be liable to pay such amounts on demand by the Client.
- 3.6.4 The insurance policies so procured shall mention the Client as the beneficiary of the Service Provider and the Service Provider shall procure an undertaking from the insurance company in this regard.

3.7 Accounts and Audit

3.7.1 The Service Provider shall:

1. keep accurate and systematic accounts and records in respect of the Services provided under this Contract, in accordance with internationally accepted accounting principles and standards such as Indian Accounting Standards, GAAP, etc and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Service Provider's costs and charges); and
2. permit the Client or any person designated by the Client to periodically, and up to 2 (two) years from the 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 Client.

3.8 Clarification and/or Interpretation of Deliverables

After submission of the Deliverables by the Service Provider, to the satisfaction of the Client, if any clarifications are required by the Client (including without limitation on account of any ambiguity or doubts on the interpretation of any matter contained in such Deliverables), the Service Provider shall, as a part of the scope of Services and at no additional cost to the Client, on receipt of a written request from the Client, provide such clarification to the satisfaction of Client within a period of 10 (ten) days from the date of receipt of the request from the Client, and if required by the Client, attend meetings and/or hold discussions with the Client on the same.

3.9 Legal Compliance

The Service Provider shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-Service Providers comply with the Applicable Law.

3.10 Custody and Return of the Client's Assets loaned to the Service Providers

3.10.1 The Service Providers shall sign accountable receipts for all the Assets made over to them by the Contract Manager on behalf of the Client. All such Assets shall be deemed in good condition when received by the Service Provider unless the Service Provider has notified the Client to the contrary within 24 (twenty-four) hours of receipt. In absence of such notification, the Service Provider shall be deemed to have waived the right to do so at any subsequent stage.

3.10.2 These Assets shall remain the property of the Client, and the Service Provider shall take all reasonable care of all such Assets. The Service Provider shall be responsible for all damage or loss from whatever cause while Assets are possessed or controlled by the Service Provider, staff, workmen, or agents.

3.10.3 Where the Service Provider insures such Assets against loss or fire at the request of the Client, such insurance shall be deemed to be by way of additional precaution and shall not prejudice the Service Provider's liability as aforesaid.

4. Deployment of Resources

4.1 Site and Assets thereon

4.1.1 Site of Service Delivery

No Site belonging to or in possession of the Client shall be occupied/ used by the Service Provider without the permission of the Client. The Service Provider shall not use or allow the Site to be used for any purposes other than executing or concerning the execution of the Services under this Contract.

4.1.2 Prohibition of Smoking and Intoxicants:

1 The Service Provider shall exercise influence and authority to the utmost extent to secure strict compliance by Service Provider's Personnel or any other person employed through Sub-Service Providers or petty Service Providers with all the rules and regulations stipulated by the Client relating to the access to Site, including but not limited to

(i) Prohibition of smoking in 'No Smoking Zone' and in Public Places;

(ii) Prohibition of the use of any intoxicating substances including, but not limited to, intoxicating beverages during the service period or on-Site or near the Site or in any of the facilities, buildings, encampments, or tenements owned, occupied by or within the control of the Service Provider or any their Personnel.

2 Safety practices relating to Client's staff, Public and third parties

- 3 Maintenance of peace and business-like ambience

4.2 Information and approvals

- 4.2.1 As part of the scope of Services, the Service Provider shall arrange for the submission of all data, information and documentation that are required for the Client to apply for, obtain and maintain the permits, consents, approvals required for the Project. In the event the Service Provider requires any information or documents from the Client or if any meetings with the Client or other persons are required for preparing the applications for consents, approvals or permits, the Service Provider shall make any request for such information, documents and meetings within reasonable time, and sufficiently in advance to ensure that the schedule for performance of the Services is complied with and there are no delays in the execution of the Work Order.

5. **OBLIGATIONS OF THE CLIENT**

5.1 General

- 5.1.1 Unless otherwise specified in the Contract, the Client shall use its best efforts to

- 1 Issue instructions and information to its officials, agents, and stakeholders for prompt and effective implementation of the Services.
- 2 Provide to the Service Provider any other assistance as specified in the Contract.
- 3 Access to Site: The Client warrants that the Service Provider shall have, free of charge, unimpeded access to the Site if such access is required for the performance of the Services

5.2 Assistance and Exemptions

- 5.2.1 Unless otherwise specified in the SCC, the Client will use its best efforts to ensure that the IICC Ltd will provide the Service Providers and Personnel with work permits and such other documents as necessary to enable the Service Providers or Personnel to perform the Services:

- 1 Assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all supporting papers for necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India.
- 2 Facilitate prompt clearance through customs of any property required for the Services
- 3 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.

5.3 Payments

5.3.1 In consideration of the Services performed by the Service Provider under this Contract, the Client shall make to the Service Provider such payments and in such manner as is provided by Clause 7 of the GCC.

5.4 Work Orders

5.4.1 The Service Provider agrees and acknowledges that any correction/re-performance/performance of defective or omitted Services or any Services required in view of default of the Service Provider or any detailing of the Services which is required to be done in accordance with Good Industry Practices and Applicable Laws and in order to ensure that the Project meets the requirements of this Contract and functions in accordance with its intended purpose would be deemed to form part of the Services and not constitute a variation of the scope of Services.

5.5 Change in Applicable Law

5.5.1 If, 3 (three) days prior to date of submission of the Proposal, there is any change in the Applicable Law with respect to Taxes which increases or decreases the cost or reimbursable expenses incurred by the Service Provider in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by Contract between the Parties hereto.

5.5.2 The Parties agree and acknowledge that for the purposes of this Clause 6.4, Taxes shall mean only such Taxes payable in respect of the performance of the Services under this Contract and would exclude any taxes, imposts or levies, payable on income or profession by the Service Provider, the Sub-Service Providers or Personnel or for which any of them is obliged to account.

5.5.3 Unless the Client has raised a dispute in respect of any amounts claimed under an invoice, it shall be required to make payment in respect thereof within **60 (sixty) days** of having received the invoice complete in all particulars with relevant supporting documents.

5.5.4 The Parties agree and acknowledge that the Client have no obligation to make, and may withhold, any payment to the Service Provider at any time when the Service Provider is in material breach of any term or provision of this Contract. On the payment date next succeeding the date on which all such material breaches have been remedied, the Client shall make the payments withheld due to such breaches, less any amounts paid by or on behalf of the Client in an effort to remedy any such breaches or the costs incurred by the Client as a result thereof.

5.6 Withholding and lien in respect of sums claimed

5.6.1 Whenever any claim or claims for payment of a sum of money arises against the Service Provider, out of or under the contract, the Client shall be entitled, and it shall be lawful on his part, to withhold and also have a lien to retain such sum or sums, in whole or in part pending finalisation or adjudication of any such claim from:

- 1 security or retention money, if any, deposited by the Service Provider.

- 2 Any sum(s) payable till now or hereafter to the Service Provider under the same Contract or any other contract with the Client if the security is insufficient or if no security has been taken from the Service Provider.
- 5.6.2 Where the Service Provider is a partnership firm or a limited company, the Client shall be entitled, and it shall be lawful on his part, to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/ limited company, as the case may be, whether in his capacity or otherwise.
- 5.6.3 It is an agreed term of the Contract that the sum(s) of money so withheld or retained under the lien referred above shall be kept withheld or retained till the claim arising out of or under the contract is determined under Clauses 12. The Service Provider shall have no claim for interest or damages whatsoever on any account regarding such withholding or retention under the supra lien and duly notified to the Service Provider.
- 5.7 No Claim Certificate and Release of Contract Security
- 5.7.1 The Service Provider shall submit a ‘**No Claims Certificate**’ to the Client in such form as shall be required by the Client after the Services are finally accepted and before the final payment/ Performance Security are released. The Client shall release the Performance Security without any interest if no outstanding obligation, asset, or payments are due from the Service Provider.
- 5.7.2 The Service Provider shall not be entitled to make any claim whatsoever against the Client under or arising out of this Contract, nor shall the Client entertain or consider any such claim, if made by the Service Provider, after he shall have signed a ‘No Claims Certificate’ in favour of the Client. The Contactor shall be debarred from disputing the correctness of the items covered by the ‘No Claims Certificate’ or demanding arbitration.
- 5.8 Post Payment Audit
- Notwithstanding the payment against the final invoice and release of final payment, the Client reserves the right to carry out within **180 (one hundred eighty) days** of the final payment, a post-payment audit and/ or technical examination of the Services and the final invoice including all supporting vouchers, abstracts etc. If any over-payment to the Service Provider is discovered due to such examination, the Client shall claim such amount from the Service Provider.
- 5.9 Payment against time-bared claims
- In accordance with the Limitation Act 1963, all claims against the Client shall be legally time-barred after **three years** calculated from when the payment falls due unless the payment claim has been under correspondence. The Client is entitled to, and it shall be lawful to reject such claims.
- 5.10 Commission and Fees
- The Service Provider shall disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents concerning the selection process or execution and performance of this Contract. The information disclosed must include the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

6. Delivery of Services and Delays

6.1 Delivery of Services and the Works Plan

6.1.1 **The Services Contract shall be for a period of three (3) years.**

6.1.2 Before the commencement of the Services under a Work Order, the Service Provider shall submit for approval of the Client a works plan showing the methods, schedule of delivery of Services, and deployment plans for Personnel, equipment and materials for the execution of the Services. The programme of delivery of Services amended as necessary by discussions with the Client shall be treated as the agreed works plan for the rendition of Services under the Work Order (“**Works Plan**”). The Services shall be carried out and monitored as per the agreed and approved Works Plan.

6.1.3 The Client shall direct the order in which the several components of the Services under the Work Order shall be provided, and the Service Provider shall execute all directions of the Client given from time to time without delay. Still, the Service Provider shall not be relieved thereby from responsibility for the due performance of the Services in all respects.

6.1.4 The Service Provider shall deliver all Services and submit Deliverables as per the approved work plan in the manner specified in the Contract.

6.2 Progress Review

6.2.1 Subject to nuances set out under Section 6 (*Terms of Reference*), the Parties shall undertake the following steps to review the progress under the respective Work Orders:

- 1 **Kick-off Meeting**: The Client and the Service Provider shall meet at the beginning of the execution of the Work Order to ensure that the requirements of the Work Order are clearly understood by all concerned and that the contract management procedures are finalised.
- 2 **Periodic Reviews**: Unless otherwise decided by the Client and the Service Provider’s, periodic review meetings shall be held to review the pace of progress as compared to the Work Plan and remedial actions thereto.
- 3 **Deliverables Reviews**: The Client/Engineer-in-Charge and the Service Provider may hold periodic review meetings, preferably on a monthly/quarterly basis, to assess service performance, status of preventive and corrective maintenance, and to address any operational issues. The Service Provider shall submit relevant reports and records during such meetings, as required.

6.3 Time of Delivery of Services is of Essence of the Contract:

6.3.1 The time for delivery of Services shall be deemed to be the essence of the Contract. Subject to any requirement in the Contract as to the completion of any portions or portions of the Services before completion of the whole, the Service Provider shall fully and finally complete the whole of the Services comprised in the Contract as per the Delivery and Completion Schedule stipulated in Section 6 (*Terms of Reference*).

6.3.2 If at any time during the currency of the Contract, the Service Provider encounters conditions hindering the timely performance of Services; the Service Provider shall promptly inform the Client in writing about the same and its likely duration.

6.3.3 The Service Provider may request to the Client for an extension of the Work Plan not less than 1 (one) month before the expiry of the date fixed for completion of the Services. Client may agree to extend the Work Plan, with or without liquidated damages, by issuing an amendment to the Contract in term of Clause 8.4 below.

6.4 Extension for Excusable Delay Not Due to Service Provider

6.4.1 If in the opinion of the Service Provider, the progress of Services has at any time been delayed due to the following reasons, then within **15 (fifteen) days** of such event causing delay, the Service Provider shall give notice thereof in writing to the Client, but shall nevertheless undertake the efforts make good the delays and to proceed with the Services:

- 1 Proceedings taken or threatened by or dispute with external third-parties arising otherwise than from the Service Provider's own default; or
- 2 Delay authorized by the Client pending resolution of any dispute between the Parties; or
- 3 Any delay by the Client in the performance of its obligations under the Contract which has an impact on the timely performance of obligations by the Service Provider.

6.4.2 The Service Provider may also indicate the period for which the Services are likely to be delayed and ask for a necessary extension of time. On receipt of such request from the Service Provider, the Client shall consider the same and grant such extension of time as, in its opinion, is reasonable regarding the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for work carried forward to the extended period. The same rates, terms, and conditions as the original Work Order shall apply during the extended period.

6.5 Extension of Time for Inexcusable Delay Due to Service Provider

6.5.1 If the Service Provider fails to deliver the Services within the fixed/ extended period for reasons other than those stipulated in Clause 8.4 above, the Client may, if satisfied that the Service delivery can still be completed within a reasonable time, extend the period further.

6.5.2 On such extension, the Client shall be entitled, without prejudice to any other right and remedy available to the Client under the terms of this Contract, to recover from the Service Provider liquidated damages as per Clause 10 below.

6.5.3 Provided further that if the Client is not satisfied that the service can be completed by the Service Provider within a reasonable time or in the event of failure on the part of the Service Provider to complete the Service within the extension of time allowed under Clause 8.5.2, the Client shall be entitled without prejudice to any other right or remedy available under the Contract, to treat the delays as a breach of Contract and avail any or all the remedies hereunder, whether or not actual damage is caused by such default.

6.6 Extension of Time for Concurrent Delay Due to Both Parties

6.6.1 If the Client determines that two or more events responsible for delay overlap each other, and that such delays are concurrently attributable to both – the Client and the Service Provider, the proportion for extension of time as per Clause 8.4 or 8.5, shall be determined by plotting each contributing concurrent delay on the critical path for the performance of Services.

7. SUSPENSION BY THE CLIENT

7.1 The Client may, from time to time and without assigning any reasons, by notice to the Service Provider, suspend the carrying out of the Services or any part thereof and the Service Provider shall, on the written order of the Client suspend the carrying out of the Services or any part thereof for such time or times and in such manner as the Client may reasonably require.

7.2 The Client may at any time give notice to the Service Provider to proceed with the Services which are the subject of the suspension. Upon receipt of such notice, to the extent that any remobilisation is required, the Service Provider shall ensure that such remobilisation is achieved within such reasonable period as may be mutually agreed between the Parties.

7.3 Any period of suspension shall not exceed **45 (forty-five) days** from the date of issue of the notice of suspension in a single instance and **60 (sixty) days** in aggregate in a period of **365 (three-hundred and sixty five) days** and if either of the limits are exceeded, the Service Provider may notify the Client requiring the Client to hold discussions for mutually agreeing a schedule for resumption of Services.

7.4 Any costs reasonably incurred by the Service Provider as a direct result of suspension (including any costs for demobilisation and remobilisation of Personnel) shall be reimbursed by the Client to the Service Provider upon receipt of an invoice therefor in respect of each milestone in which such costs were incurred. The Service Provider shall use its best efforts to mitigate and minimise the costs and expenses it incurs as a result of such suspension.

7.5 Without prejudice its rights under Clause 2.5.1 of the GCC, the Client shall have the right to direct suspension of the Services or any part thereof in the event of any default or breach of any requirement of this Contract by the Service Provider for such time that the Service Provider continues to be in default or breach of such requirement of the Contract and in case of such suspension, the Service Provider shall not be entitled to claim any costs arising out of such suspension.

8. LIQUIDATED DAMAGES/PENALTY

8.1 In the event of failure of the Service Provider to comply with the terms and conditions stipulated in the GeM Contract/Work Order, including but not limited to response time, rectification time, uptime/availability, and preventive maintenance requirements under the CMC contract, Liquidated Damages (LD) shall be levied and recovered from the Service Provider as per the following:

- Delay in response time: ₹500 per hour (or part thereof) beyond stipulated time
- Delay in rectification/restoration: ₹1,000 per hour (minor faults) and ₹1500 per hour (major faults)
- Non-achievement of uptime: ₹2500 per 1% shortfall in monthly uptime

- Non-compliance of preventive maintenance: ₹1500 per instance
- Repetitive breakdowns beyond permissible limit: ₹1500 per additional incident

LD shall be calculated on a monthly basis and deducted from quarterly payments. The total LD in any quarter shall not exceed 10% of the Quarterly invoice Value, and the cumulative LD during the contract period shall be limited to 10% of the total Contract Value. No LD shall be applicable in case of Force Majeure events, delays attributable to the Employer/Engineer-in-Charge, or approved shutdowns. The LD specified herein shall be treated as a genuine pre-estimate of loss and not as a penalty. In case of persistent non-performance or if LD reaches the prescribed limit, the Employer reserves the right to take appropriate action, including termination of the Contract as per provisions.

9. RESPONSIBILITY FOR ACCURACY OF PROJECT DOCUMENTS

- 9.1 The Service Provider shall be responsible for accuracy of the reports and all other documents/details prepared by him as part of these services. He shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project. The Service Provider will also be responsible for correcting, at his own cost and risk, the drawings including any re-survey/ investigations and correcting layout etc. if required during the execution of the Services.
- 9.2 The Service Provider shall be fully responsible for the accuracy of reports. The Service Provider shall indemnify the Client against any inaccuracy / deficiency in the reports noticed and the Client will bear no responsibility for the accuracy of the reports/documents submitted by the Service Provider.

10. REPRESENTATIONS, WARRANTIES AND DISCLAIMER

- 10.1 The Service Provider represents and warrants to the Client that:
- (i) it is duly organized, validly existing and in good standing under the applicable laws of its Country;
 - (ii) it has full power and authority to execute, deliver and perform its obligations under this Contract and to carry out the transactions contemplated hereby
 - (iii) it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Contract;
 - (iv) it has the financial standing and capacity to undertake the Contract;
 - (v) this Contract constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
 - (vi) it is subject to laws of India with respect to this Contract and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;

- (vii) there are no actions, suits, proceedings, or investigations pending or, to the Service Provider's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Service Provider under this Contract or materially affect the discharge by the Service Provider of its obligations under the Contract.
- (viii) no representation or warranty by the Service Provider contained herein or in any other document furnished by it to the Client contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and
- (ix) no sums, in cash or kind, have been paid or will be paid, by or on behalf of the Service Provider, to any person by way of fees, commission or otherwise for securing the Contract or for influencing or attempting to influence any officer or employee of the Client in connection therewith.

11. RESOLUTION OF DISPUTES

- 11.1 This Contract shall be governed by and be construed and interpreted in accordance with Indian law and subject to Clause 11.2 below, the courts of Delhi, India shall have exclusive jurisdiction over all matters arising out of or relating to this Contract.
- 11.2 If any dispute or difference of any kind whatsoever arises between the Parties in connection with or arising out of or relating to or under this Contract, including disputes related to its validity, interpretation, breach or termination ("**Dispute**"), the Parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement.
- 11.3 In the event no amicable resolution or settlement is reached within a period of 30 (thirty) days from the date on which the Party raising the Dispute notifies the same to the other Party, either Party may refer such Dispute for arbitration.
- 11.4 The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the Parties. In case of failure of the Parties to mutually agree on a sole arbitrator, the arbitral tribunal shall consist of three arbitrators. Each of the Client and the Service Provider shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator.
- 11.5 The seat of arbitration shall be Delhi and the arbitration shall be conducted in the English language.
- 11.6 The Arbitration and Conciliation Act, 1996 shall govern the arbitral proceedings. The Parties shall use their reasonable efforts to facilitate the conduct of the arbitration proceedings in an expeditious manner and the award rendered by the arbitral tribunal shall be final and binding on the Parties.
- 11.7 In case of a sole arbitrator, the costs and expenses of the sole arbitrator shall be shared equally between the Parties and in case the arbitral panel consists of three arbitrators, each Party shall bear the cost of the arbitrator appointed by it and the costs of the third/presiding arbitrator shall be shared equally between the Parties, provided that the arbitral tribunal shall have the power to make an order in respect of costs.

11.8 The Parties agree that nothing contained herein shall restrict or impair the power of the arbitral panel to make an award in respect of the costs and expenses of the arbitral proceedings and the apportionment thereof.

11.9 Notwithstanding any provision to the contrary in this Contract, the Parties agree that any Dispute involving claims exceeding Rs. 10,00,00,000 (Rupees ten crores) shall not be resolved through arbitration but shall be adjudicated by the jurisdictional courts.

12. **Code of Integrity**

12.1 The Code

- 1 The Service Provider shall, and shall ensure that the Sub-Service Provider and Affiliate of the foregoing and Personnel, observe the highest standards of ethics and not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, anti-competitive practice, coercive practice, undesirable practice, conflict of interest, or obstructive or restrictive practice or act or omit to act in a manner prejudicial to the interests of the Client or the Project during the Selection Process or while performing its obligations (collectively, “**Prohibited Practices**”).
- 2 Notwithstanding anything to the contrary contained in this Contract, the Client shall be entitled to terminate the Contract forthwith by a communication in writing to the Service Provider, without being liable in any manner whatsoever to the Service Provider or the Sub-Service Providers or Affiliates of the foregoing or Personnel, if it determines that the Service Provider has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Contract (including in course of performance under or pursuant to this Contract).
- 3 In such an event, the Client shall forfeit and appropriate the Performance Security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Client towards, inter alia, time, cost and effort of the Client, without prejudice to the Client’s any other rights or remedy hereunder or in law.
- 4 Without prejudice to the rights of the Client under Clause 13.1 of the GCC and the other rights and remedies which the Client may have under this Contract or at law, if the Service Provider or any Sub-Service Providers or Affiliates of the foregoing are found by the Client to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Contract, the Client shall be entitled to blacklist the Service Provider and the Service Provider shall not be eligible to participate in any tender (including but not limited to any request for proposal) issued during a period of **2 (two) years** from the date the Service Provider/any Sub-Service Providers or Affiliate is found by the Client to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.
 - (a) “**Corrupt practice**” means the:

- (i) offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process

For removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly with Selection Process or LoA or dealing with matters concerning this Contract, or any official of the Government or the State Government or the [State SPV/City SPV/Nodal SPV] before or after the execution thereof (including in course of performance under or pursuant to this Contract), at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Client, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or

- (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of this Contract, as the case may be, any person in respect of any matter relating to the Project or the LoA or this Contract, who at any time has been or is a legal, financial or technical adviser to the Client in relation to any matter concerning the Project;
- (b) **“Fraudulent practice”** means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. Such practices include a false declaration or false information for participation in the Selection Process or to secure the Contract, or in the execution of the Contract;
 - (c) **“Anti-competitive practice”** means any collusion, proposal-rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more Applicants, with or without the knowledge of the Client, that may impair the transparency, fairness, and the progress of the Selection Process or to establish bid prices at artificial, non-competitive levels;
 - (d) **“Coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Client under or pursuant to the Contract;
 - (e) **“Conflict of Interest”** means:
 - (i) Participation by an Applicant or any of its Affiliates who are involved in the other contracts to which this procurement is linked;
 - (ii) The Applicants and their Affiliates being a part of more than one Proposal in the Selection Process; or
 - (iii) Personnel of the Applicant or their Affiliates having a relationship or financial or business transactions with any official of Client who are directly or indirectly related to the Selection Process or execution process of the Contract; or

(iv) improper use of information obtained by the Applicants from the Client with an intent to gain unfair advantage in the Selection Process or for personal gain;

(f) “**Obstructive practice**” means to materially impede Client’s investigation into allegations of one or more of the above-mentioned prohibited practices either by deliberately destroying, falsifying, altering; or concealing evidence material to the investigation; or by making false statements to investigators and/ or by coercive practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or by impeding the Client’s rights of an audit or access to information;

(g) “**Undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process or the process of selection of persons for the execution of various components of the Project; or (ii) offering or attempting to offer to any third person any material or other benefit which such person is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Selection Process or during the execution of this Contract; and

12.1.1 For the purposes of Clause 13.1 of the GCC, “Affiliate of the Service Provider” shall mean any Affiliate of the Service Provider.

12.1.2 The decision of the Client as to any matter or thing concerning or arising out of Clause 2.4.2 of the GCC or any other question whether the Service Provider or any partner of the Service Provider firm has committed a default or breach of any of the conditions shall be final and binding on the Service Provider.

12.2 Obligations for Proactive Disclosure

The Applicants are obliged under this Code of Integrity to suo-moto proactively declare any violation of the Code of Integrity (pre-existing or as and as soon as these arise at any stage) in the Selection Process or execution of the Contract. Failure to do so shall amount to a violation of this Code of Integrity.

All Applicants must declare any previous transgressions of a similar code of integrity during the last **3 (three) years** or of being under any category of debarment by the Central Government or the Ministry/ Department of the Client from participation in Selection Processes. Failure to do so shall amount to a violation of this Code of Integrity.

12.3 Misdemeanour

An Applicant shall be deemed to have committed a misdemeanour, either directly or indirectly, at any stage of the Selection Process or during the execution of resultant Contracts, if they:

- 1 Violate the Code of Integrity mentioned in Clause 13.1 of the GCC above or the Integrity Pact included in the RfQ-cum-RfP;
- 2 Engage in any misconduct, including but not limited to:

- (i) Non-performance or abandonment of the Contract;
 - (ii) Violation of the conditions of the RfQ-cum-RfP or Performance Security requirements.
- 3 Is convicted of an offence under:
- (i) The Prevention of Corruption Act, 1988; or
 - (ii) The Bharatiya Nyaya Sanhita, 2023, or any other law in force, for causing loss of life or property or posing a threat to public health during the execution of a public procurement contract.
- 4 Is determined by the Government of India to pose concerns related to national security or display doubtful loyalty to the country
- 5 Employs a government servant who has been dismissed or removed on account of corruption or employs a non-official convicted for an offence involving corruption or abetment of such an offence in a position where he could corrupt government servants or employs a government officer within **1 (one) year** of their retirement, who has had business dealings with them in an official capacity before retirement.

12.3.2 Penalties for Misdemeanour

Without prejudice to and in addition to the rights of the Client to other remedies as per the RfQ-cum-RfP or the Contract, if the Client concludes that any Applicant, directly or through an agent has committed a misdemeanour in competing for the RfQ-cum-RfP or in executing the Contract, the Client shall be entitled, and it shall be lawful on his part to take appropriate measures, including the following:

- 1 if the Proposals are under consideration in any procurement
 - (i) encashment of Bid Security.
 - (ii) calling off any pre-Contract negotiations and;
 - (iii) rejection and exclusion of Applicants from the Selection Process
- 2 if the Contract has already been awarded
 - (i) Termination of Contract under Clause 2.5 of the GCC and availing all remedies prescribed thereunder;
 - (ii) Encashment and/ or forfeiture of Bid Security;
 - (iii) Recovery of payments, including advance payments, if any, made by the Client along with interest thereon at the prevailing bank rate;
- 3 Remedies in addition to the above: In addition to the above penalties, the Client shall be entitled, and it shall be lawful on his part, to:

- (i) File information against the Applicant (or any of its successors) with the Competition Commission of India for further processing in case of anti-competitive practices;
- (ii) Initiate proceedings in a court of law against the Applicant (or any of its successors) under the Prevention of Corruption Act, 1988 and/or the Bharatiya Nyaya Sanhita, 2023 and/or any other law for transgression not addressable by other remedies listed in this sub-Clause.
- (iii) Remove the Applicant (or any of its successors) from the list of registered suppliers for a period not exceeding 2 (two) years. Suppliers removed from the list of registered vendors or their related entities may be allowed to apply afresh for registration after the expiry of the removal period.
- (iv) Initiate suitable disciplinary or criminal proceedings against any individual or staff found responsible.
- (v) Debarment of the Applicant from participation in future procurements without prejudice to Client's legal rights and remedies. Debarment shall automatically extend to all the allied firms of the debarred firm.

13. MISCELLANEOUS

13.1 Assignment and Charges

- a) The Contract shall not be assigned by the Service Provider save and except with prior consent in writing of the Client, which the Client shall be entitled to decline without assigning any reason whatsoever.
- b) The Client shall, from time to time, be entitled to assign any rights, interests and obligations under this Contract to third parties.

13.2 Indemnity

13.2.1 The Service Provider agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation to the extent related to or arising out of, whether directly or indirectly:

- 1 the breach by the Service Provider of any obligations under this Contract;
- 2 the alleged negligent, reckless or otherwise wrongful act or omission of the Service Provider including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client;
- 3 death or bodily injury to any person (including any third party attributable to any act, omission, breach, default or negligence of the Service Provider or any personnel of the Client) or loss of or damage to any property of the Client or any third party (collectively "**Indemnified matter**")

13.2.2 As soon as reasonably practicable after the receipt by the Client of a notice of the commencement of any action by a third party, the Client will notify the Service Provider of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Service Provider from any liability which it may have to the Client or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive till the final resolution of all claims for indemnification and/or contribution.

13.2.3 The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise.

13.3 Waiver

- a) Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations or under the Contract:
- (i) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under the Contract:
 - (ii) shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and
 - (iii) shall not affect the validity or enforceability of the Contract in any manner.
- b) Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of the Contract or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance or any variation or the relinquishment of any such right hereunder.

13.4 Communication

13.4.1 Communications

- 1 All communications under the Contract shall be served by the parties to each other in writing, in the Contract's language, and must be sent by hand, reputed pre-paid commercial courier, registered post or by facsimile.
- 2 The communication shall be deemed to be delivered
 - (i) if personally delivered, when delivered,
 - (ii) 3 (three) days after dispatch if sent within India by courier and five (5) days after dispatch if sent internationally by courier,
 - (iii) 7 (seven) days after mailing, if sent by registered post, postage prepaid and
 - (iv) if sent by facsimile, when successfully transmitted (with electronic evidence of receipt).

- 3 No communication shall amount to an amendment of the terms and conditions of the Contract, except a formal letter of amendment of the Contract expressly so designated.
- 4 Such communications would be an instruction, a notification, an acceptance, a certificate from the Client, or a submission or a notification from the Service Provider. A notification or certificate required under the Contract must be communicated separately from other communications.

13.4.2 Persons signing the Communications

For all purposes of the Contract, including arbitration, thereunder all communications to the other party shall be signed by:

- 1 **On behalf of the Service Provider:** The person who has signed the Contract on behalf of the Service Provider shall sign all correspondences. A person signing communication in respect of the Contract or purported to be on behalf of the Service Provider, without disclosing his authority to do so, shall be deemed to warrant that he has authority to bind the Service Provider. If it is discovered at any time that the person so signing has no authority to do so, the Client reserves its right, without prejudice to any other right or remedy, to terminate the Contract for default in terms of the Contract and/ or avail any or all the remedies thereunder and hold such person personally and/ or the Service Provider liable to the Client for all costs and damages arising from such misdemeanours.
- 2 **On behalf of the Client:** Unless otherwise stipulated in the Contract, the Contract Manager or any other authorized officer shall administer the Contract and sign communications on behalf of the Client. Paying Authorities mentioned in the Contract shall also administer respective functions during Contract Execution.
- 3 **Address of the parties for sending communications by the other party:** For all purposes of the Contract, including arbitration, thereunder, the address of parties to which the other party shall address all communications and notices shall be:
 - (i) The Service Provider's address as mentioned in the Contract, unless the Service Provider has notified change by a separate communication containing no other topic to the Client. The Service Provider shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid, and
 - (ii) The Client's address shall be the one mentioned in the Contract. The Service Provider shall also send additional copies to officers of the Client presently dealing with the Contract.
 - (iii) In case of communications from the Service Provider, copies of communications shall be marked to the Contract Manager and the Client's officer signing the Contract and as relevant to the Client. Unless specified before the Contract's start, the Client and the Service Provider shall notify each other if additional copies of communications are to be addressed to additional addresses

13.4.3 Severability

If for any reason whatever any provision of the Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under the Contract or otherwise.

13.5 No Partnership

Nothing contained in the Contract shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

13.6 Language of the Contract

This Contract has been executed English, which shall be binding and controlling language for all matters relating to the meaning or interpretation of this Contract. However, the language of any printed literature furnished by a Service Provider may be written in any other language provided a certified translation accompanies the same in English. For purposes of interpretation, English translation shall prevail.

13.7 The Entire Contract

This Contract and its documents (*Contract Documents and Precedents*) constitute the entire Contract between the Client and the Service Provider and supersede all other communications, negotiations, and Contracts (whether written or oral) of the Parties made before the date of this Contract. No agent or representative of either Party has the authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or Contract not outlined in this Contract.

13.8 Relationship between the Parties

13.8.1 The Parties to the Contract are the Service Provider and the Client, as nominated in the Contract.

13.8.2 Nothing contained herein shall be construed as establishing a relationship in the nature of master and servant or principal and agent between the Client and the Service Provider.

13.8.3 The Service Provider, subject to this Contract, is legally the main principal/ master of the Experts and Sub-Service Providers, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

13.8.4 **Authorised Representative:** Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Client or the Service Provider may be taken or executed by the officials specified in the Contract.

13.8.5 **Good Faith:** The Parties shall act in good faith concerning each other's rights under this Contract and adopt all reasonable measures to ensure the realization of the objectives of this

Contract. The Service Provider shall always act, in respect of any matter relating to this Contract or the Services, as a faithful adviser to the Client and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

13.9 Exclusion of Implied Warranties etc.

The Contract expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other Contract between the Parties or any representation by any Party not contained in the Contract.

13.10 Contract to Override Other Contracts

The Contract supersedes all previous Contracts or arrangements between the Parties (except any Contracts or arrangements which form part of this Contract), including any memorandum of understanding entered into in respect of the contents hereof and represents the entire understanding between the Parties in relation thereto.

13.11 Survival

Limitation of Liability (Clause 2.5.7), Confidentiality (Clause 3.3), Indemnity (Clause 13.3), Governing Law (Clause 5 of the Cover Agreement) and Dispute Resolution (Clause 12), and any other provisions of this Contract which have been expressly stated to or which by their nature should survive the termination or expiry of this Contract, shall survive any termination or expiry of this Contract. Further, any termination or expiry of this Contract shall be without prejudice to the rights and obligations of the Parties under law or any rights accrued prior to the date of such termination or expiry.

13.12 Counterparts

The Contract may be executed in 2 [two] counterparts, each of which when executed and delivered shall constitute an original of the Contract.

Special Conditions of Contract (SCC)

The Clause numbers referenced below correspond to the respective Clauses in the GCC. Each SCC is intended to supplement and modify the corresponding GCC Clause

GCC Clause	Amendments of, and Supplements to, Clauses in General Conditions of Contract
2.1	The Effective Date under Clause 2.1 of the GCC shall be: <u>[To be notified to successful bidder.]</u>
2.3	The following shall be added in Clause 2.3 of the GCC: The initial term of the Contract shall, unless terminated earlier, expire on the date that is from the Effective Date. The Service Provider agrees and acknowledges that the Client 6 (Six) months may at its sole discretion, not less than 30 (thirty) days prior to the end of the said period, as applicable, notify the Service Provider of an extension

	of the term of this Contract. The Client may, without prejudice to its rights and remedies under this Contract and under law, extend the period of this Contract.
2.5.4	<p>The following provisions shall be added as Clause 2.5.4 of the GCC:</p> <p>The successful applicant will furnish within fifteen (15) days of the issue of Letter of Acceptance (LOA), an unconditional and irrevocable bank guarantee as Performance Security in the format given below, equivalent to 5 (five) percent of the total cost of Financial Proposal from a Nationalized/Scheduled Bank.</p>
3.6	The risks and the coverage shall be as follows: All the risks (includes but not limited to motor vehicle liability, Third Party liability, Professional Liability, Employer’s liability and workers, etc) which occurred during the execution of service shall be overall responsibility of successful applicant.
2.5.4(4)	<p>The following provisions shall be added as Clause 2.5.4(4) of the GCC:</p> <p>The Service Provider shall prior to the Effective Date and as a condition precedent to its entitlement to payment under this Contract, provide to the Client a legal, valid and enforceable Performance Security in the form of an unconditional and irrevocable bank guarantee as security for the performance by the Service Provider of its obligations under this Contract, in the form set out under Format 5 of Section 7 of the RfQ-cum-RfP, in an amount equal to 5% (five percent) of the Contract Price.</p> <p>Further, in the event the term of this Contract is extended, the Service Provider shall extend the validity of the bank guarantee at least 30 (thirty) days prior to the date of expiry of the then existing bank guarantee., The amount of Performance Security shall be equivalent to 5% (five percent) of the sum of the contract price plus any subsequent amendments if any, as the case may be.</p> <p>The Performance Security shall be obtained from a scheduled commercial Indian bank, in compliance with Applicable Laws (including, in case the Service Provider is a non-resident, in compliance with applicable foreign exchange laws and regulations).</p> <p>The Performance Security shall be extended accordingly such that the Performance Security remains valid until the expiry of a period of 60 (sixty) days from the date of submission of the last Deliverable under this Contract. If the Client shall not have received an extended/replacement Performance Security in accordance with this Clause 6.5 at least 30 (thirty) days prior to the date of expiry of the then existing Performance Security, the Client shall be entitled to draw the full amount of the bank guarantee then available for drawing and retain the same by way of security for the performance by the Service Provider of its obligations under this Contract until such time as the Client shall receive such an extended/replacement Performance Security whereupon, subject to the terms of this Contract, the Client shall refund to the Service Provider the full amount of the bank guarantee, unless the Client has drawn upon the Performance Security in accordance with the provisions of this Contract, in //which case only the balance amount remaining shall be returned to the Service Provider; provided that the Client shall not be liable to pay any interest on such balance.</p>

	<p>The Client shall return the bank guarantee provided as Performance Security to the issuer thereof for cancellation promptly upon receipt of any extension/replacement thereof. Subject to satisfactory completion of all Deliverables under this Contract, the Performance Security shall, subject to any drawdowns by the Client in accordance with the provisions hereof, be released by the Client within a period of 180 (one hundred eighty) days from the date of submission of the last Deliverable under this Contract.</p> <p>The Client shall have the right to claim under the Performance Security and appropriate the proceeds if any of the following occur:</p> <ul style="list-style-type: none"> (a) the Service Provider becomes liable to pay liquidated damages; (b) occurrence of any of the events listed in sub-Clauses (1) through (11) of Clause 2.5.1 of the GCC; (c) any material breach of the terms hereof.
6.3.1	The contract price payable in Indian Rupees is Rs. _____/- (Incl. of GST).
6.3.2 General Conditions of Contract	<p>Obligations of the Service Provider</p> <p>1. <u>General obligations</u></p> <p>Subject to and on the terms and conditions of this Agreement, the Service Provider shall undertake the survey, investigation, arrange parts, components, tools and tackles, labour & sub-Service Provider as may be required for carrying out the scope of work mentioned in this document.</p> <p>The Service Provider shall comply with all applicable laws in the performance of its obligations under this Agreement.</p> <p>The Service Provider shall discharge its obligations in accordance with Good Industry Practice and as a reasonable and prudent person.</p> <p>The Service Provider shall remedy without any additional cost, any defects associated with the scope of work undertaken by the Service Provider during the contract, except to the extent that any such loss or damage shall have arisen on account of any or on account of a Force Majeure Event.</p> <p>The Service Provider shall undertake all necessary superintendence to plan, arrange, direct, manage, inspect and test the Works of erection and commissioning as detailed under the scope.</p> <p>Electricity, Water and Other Services</p> <p>The Client shall be responsible for providing power supply, water that it may require.</p>

	<p>Service Provider's Personnel</p> <p>The Service Provider shall ensure that the personnel engaged by it in the performance of its obligations under this Agreement are at all times appropriately qualified, skilled and experienced in their respective functions in conformity with Good Industry Practice.</p> <p>2. <u>Labour and Personnel</u></p> <p>The Service Provider shall make his own arrangements for the engagement of all staff and labour, local or otherwise, and for their payment, housing feeding and transport Service Provider shall provide all labour and personnel required in connection with Work and shall be liable for all risks on account of their safety security, accidents both physically and monetarily and the Service Provider hereby indemnifies the IICCL for any loss and / or damages sustained by the IICCL in that regard.</p> <p>3. <u>Labour Laws</u></p> <p>The Service Provider shall comply with and shall ensure that he comply with all the relevant labour laws applicable to his employees and shall duly pay and afford and cause to pay and afford to them all their legal rights. The Service Provider shall require all such employees to obey all Applicable Laws and regulations concerning safety at Work.</p> <p>Service Provider shall be responsible for all labour relation matters relating to the Work or Supply of Goods and shall at all times use its best efforts to maintain harmony among the personnel employed in connection with the Work or supply of Goods by the Service Provider and shall enter into all necessary labour agreements with such personnel. Service Provider shall at all times comply with all Applicable Permits and Applicable Laws relating to employment including but not limited to Contract labour regulations, Workmen Compensation Act, Employee State Insurance and Provident Fund regulations, retrenchment Compensation etc. and labour welfare and use its best efforts and judgment as an experienced Service Provider to adopt and implement policies and practices to avoid Work stoppages, slowdowns, disputes, strikes, lockouts and other labour strife and disagreement.</p> <p>4. <u>Transporting, Storage, Covering and Handling of Plant</u></p> <p>All the activities such as transportation, storage, covering, loading, unloading and handling etc.in carrying out the scope of work under this contract shall be in the scope of Service Provider only. IICCL shall not be responsible for any acts, results and effect arising thereof.</p> <p>5. <u>Work and Safety Regulation</u></p> <p>The Service Provider shall ensure proper safety of all the workmen, materials and equipment's belonging to him or to IICCL, working at</p>
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	<p>the Site. The Service Provider shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislations and the IICCL, as he may deem necessary.</p> <p>All equipment used in construction and erection by Service Provider shall meet Indian and International Standards of safety and where such standards do not exist, the Service Provider shall ensure these to be absolutely safe. All equipment's shall be strictly operated and maintained by the Service Provider in accordance with manufacturer's operation manual and safety instructions and as per Guidelines and Rules of the IICCL in this regard.</p> <p>In case any accident occurs during the construction / erection or either associated activities undertaken by the Service Provider thereby causing any minor, major or fatal injuries to his employees due to any reason, whatsoever, it shall be the responsibility of the Service Provider to promptly inform the same to the IICCL in prescribed form and also to all the authorities envisaged under the Applicable Laws.</p> <p>The Service Provider shall follow-up the regulatory procedures with the statutory authorities till the final settlement of the accident formalities, payment of compensation to the personnel affected / injured / deceased in the accident and shall also ensure the treatment to be made available to the affected / injured personnel.</p> <p>In case of failure of the Service Provider to complete all the relevant and legal formalities resulting out of the accident, IICCL reserves the right to complete all the relevant and legal formalities including payment of the compensation amounts to the affected personnel recover the cost from the Service Provider's Insurance Obligations.</p> <ul style="list-style-type: none">• The Service Provider shall be responsible for taking insurance cover under the Workmen's Compensation Act for the staff and labour force engaged by him for execution of the contract.• All accidents occurring at site during the tenure of the contract period shall be reported by the Service Provider to the client and relevant authorities and shall also disburse the compensation due to the personnel under the Relevant State Labour Act and as directed by the Department of Labour, Govt. of Delhi to the Govt. of Delhi / Directorate of Health & Safety, Govt. of Delhi.• In case of failure of the Service Provider to disburse such compensation as due to be payable to the staff / labour, the client shall have the right to disburse such compensation amounts on behalf of the Service Provider and recover such amounts from the claims of the Service Provider related to the subject contract.
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	<ul style="list-style-type: none">• All insurance premiums to be paid for the insurance covers during the tenure of the contract period shall be borne by the Service Provider. <p>6. <u>Obligations of Client</u></p> <p>Obligations of IICCL:</p> <p>IICCL shall, at its own cost and expense, undertake, comply with and perform all its obligations set out in this Agreement or arising hereunder.</p> <p>Access and Right to Use of the Site:</p> <p>The IICCL shall grant the Service Provider right of access to, and make available the Site to the Service Provider in accordance with the terms of the IICCL's property rights at the time of execution of this Agreement. Such right and use of the site may not be exclusive to the Service Provider, in the execution of the Works, no persons other than the Service Provider or his duly appointed authorized representative and workmen, shall be allowed to do work on the Site, except by the special permission, in writing of the IICCL.</p>
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Draft Format for Performance Security

(The Bank Guarantee shall be on a Stamp Paper of appropriate value in accordance with Stamp Act and shall be purchased in the name of the guarantee issuing Bank or the Party on whose behalf the BG is being issued.)

Bank Guarantee No.....

Date.....

To
CEO & Managing Director,
India International Convention & Exhibition Centre Limited (IICCL)

-----, New Delhi

Whereas M/s.....with its Registered/ Head Office at..... (name and address of the Service Provider, hereinafter called “the Service Provider”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) has undertaken, in pursuance of Contract no date..... to delivery (description of Services) (hereinafter called “the Contract”).

And Whereas you (unless repugnant to the context or meaning thereof, including your successors, administrators, executors and assigns) have stipulated in the said Contract that the Service Provider shall furnish you with a bank guarantee by a Commercial bank for the sum specified therein as security for compliance with its obligations as per the Contract;

And Whereas we with our Head Office at..... (name and address of the Bank, hereinafter referred to as the ‘Bank’, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) have agreed to give the Service Provider such a bank guarantee.

Now, Therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the Service Provider, up to a total of(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Service Provider to be in default under the Contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein, notwithstanding any difference between you and the Service Provider or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

The Bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee herein contained shall continue to be enforceable till you discharge this guarantee. This guarantee will not be discharged due to a change in the constitution of the Bank or the Service Provider’s.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between you and the

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Service Provider shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall be valid until theday of20.....

Our.....branch at.....*(Name & Address of the*(branch) is liable to pay the guaranteed amount depending on the filing of a claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our* branch a written claim or demand and received by us at our* branch on or before Dt..... otherwise, the bank shall be discharged of all liabilities under this guarantee after that.

(Signature of the authorized officer of the Bank)

.....
.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

**Preferably at the authority's headquarters competent to sanction the expenditure for procurement of goods/Services or at the concerned district headquarters or the state headquarters.*

Bidder's Compliance Declaration Matrix / Checklist

(Non-compliance with any of the key terms and conditions listed below may lead to rejection of the bid at any stage of evaluation.)

- Name of the bidder Firm/Agency and Address
- Phone/ Mobile No. & Email Id
- Bank account details (*a copy of a cancelled cheque is required to be submitted*)

Sr. No.	Description of Documents	Submitted (Yes/ No)	Page Number(s) of the Submitted Document	RFP Clause No
1.	HARD Copies of Bid Security/Proof of Online Transfer received on or before Bid Due Date			
2.	Hard copy of the Power of Attorney (executed on Stamp Paper)			
3.	The Applicant shall submit Copy of Certificate of Incorporation / Commencement of Business / Memorandum and Articles of Association Certificate issued by the Statutory Authorities			
4.	Blacklisting /No conviction (A self-certified and duly notarized undertaking on Rs. 100 Non-Judicial Stamp Paper.)			
5.	Average Annual Turnover			
6.	Work Experience Requirements: - Documentary proof satisfying the qualification criteria shall be submitted and calculation for project cost.			
7.	Format of Bid Security Declaration			
8.	Technical Proposal Submission Form			
9.	Integrity Pact			
10.	Manpower deployment (Self-Declaration) (No Prior/Current Engagement – Last 1 Year)			
Note: If any additional submission requirements are mentioned in the RFP, please provide the details below, if submitted. All necessary documents as specified in the RFP must be submitted mandatorily.				
1.				
2.				
3.				
4.				
5.				

I/We hereby certify that the Bid Document (Bid Document No. _____ dated _____) has been carefully read, examined, and fully understood, and that all the terms, conditions, instructions, and provisions contained therein are unconditionally accepted and agreed to be complied with.

It is further undertaken that all documents have been submitted in accordance with the requirements of the respective sections of the RFP, separately, with a separate bunch of papers for each qualification criterion. Documents pertaining to Technical Eligibility have been clearly identified, properly segregated, and submitted under separate and appropriately titled headings. Each document has been explicitly indicated as relating to Technical Eligibility as applicable. It is understood that any document found to be mixed, misclassified, or

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not submitted in the prescribed manner may be liable to be ignored, without any further reference.

It is hereby confirmed that all requisite documents pertaining to Technical Eligibility have been duly uploaded on the GeM Portal within the stipulated timeline. Furthermore, the same set of documents (i.e., GeM uploaded documents only) has also been submitted in hard copy at the IICCL office, Sector 25, Dwarka, New Delhi, prior to the bid submission deadline.

It is also confirmed that the financial bids have been uploaded only on the GeM portal.

I/We certify that the information furnished in the bid documents is true, correct, and complete, and that no material information has been concealed or misrepresented.

Signature of the Authorized Person:

Place:

Name of the Authorized Person:

Date:

Name of the Firm/agency:

Seal of the Firm/Agency

Scope of work / ToR

Comprehensive Annual Maintenance Contract (CAMC) for DG sets system at IICCL (Yashobhoomi)

Background:

- I. The DG sets system has been installed at the DG building and provide the power back up facility to across the IICC Complex to ensure safety, emergency power back up, managing the public gathering for exhibitions & events and overall efficient operations of the facility. DG sets system which includes i.e. DG sets, cooling towers, all electrical panels etc. are installed in IICC complex, (Yashoboomi), power back up covers all buildings & basements which includes but not limited to Exhibition Hall 1, Exhibition Hall 2, Foyer 1, Foyer 2, Convention Centre, ESS Building, DG Building, and Fire Services Buildings etc.
- II. The purpose of this Request for Proposal (RFP) is to select and finalize CAMC service provider which should be an Original Equipment Manufacturer or its authorized representative only as the case may be; for carrying out the maintenance of the DG sets systems through-out the contracted period. The prime objective is to ensure that whole of the DG sets systems as installed in the facility shall remain defect free, fully functional, reliable, and operational at all times during the contract period.
- III. The selected vendor shall be responsible for the complete maintenance and upkeep of the overall installed systems. The scope of service will include but not limited to carrying out maintenance as per OEM standards and statutory requirements, attending breakdowns, troubleshooting faults, preventative maintenance, repairing or replacing defective components, conducting upcoming maintenance and periodic testing, inspection, and system health checks etc. The scope of service will also include maintenance of all relevant software, necessary updates, configuration management, and ensuring proper integration of the system with other systems/services installed in the facility, wherever applicable.
- IV. The CAMC service shall cover overall installations of DG sets and their associate components etc. pertaining to DG sets systems across the entire IICC Complex and their power back up service covers all buildings & basements which includes but not limited to Exhibition Hall 1, Exhibition Hall 2, Foyer 1, Foyer 2, Convention Centre, ESS Building, DG Building, and Fire Services Buildings and associated facilities etc. The service provider shall ensure that all equipment and components are maintained in optimal working condition at all times, during the service period.
- V. The overall responsibility for maintaining the overall D.G sets system in a healthy and fully operational condition throughout the contract period shall rest entirely with the service provider under this contract. The service provider shall ensure minimum downtime and prompt response to any faults or system failures including, necessary tools & tackles, machinery, scaffolding including replacement and availability of spare parts, all times by the service provider. All CAMC service-related activities shall be carried out in compliance with relevant safety standards, statutory requirements, and industry best practices.

- VI. The Service provider shall also be responsible for maintaining proper documentation and records, including maintenance reports, breakdown reports, system performance reports, and logs of all activities carried out during the contract period.
- VII. During the execution of services, the scope may vary as per requirements, and the successful bidder shall be fully responsible for addressing such variations without any additional cost to the IICC.

1. Scope

The Service Provider shall be responsible for Comprehensive Annual Maintenance Contract (CAMC) of DG Sets installed at DG building IICC Complex (Yashobhoomi). The scope includes complete maintenance, operation support to facility team, repair, replacement, testing, and uptime assurance of Diesel Generator systems. DG Sets are installed at DG building, and their service provide the electrical power back up to complete facility but not limited to:

Exhibition Halls 1 & 2
Convention Centre
Foyer 1 & 2
Basements
Service Buildings (DG Yard, ESS, Utility Areas, etc.)

2. System Coverage

- The scope shall include all components of DG Systems, include but not limited to:

DG Set System

- Diesel Engine
- Alternator
- Engine Control Panel
- AMF / Synchronization Panels
- AVR (Automatic Voltage Regulator)
- Battery & Battery Charger System
- Fuel System (Pumps, Filters, Day Tank – excluding fuel supply)
- Lubrication System
- Cooling System (Radiator, Pumps, Coolant Lines)
- Exhaust System
- Air Intake System
- Acoustic Enclosure, etc.

Electrical System

- Power & Control Cabling
- Earthing System
- Bus Duct / LT Panel Interface
- Protection Relays, etc.

Auxiliary Systems

- Fuel Transfer System.
- DG Monitoring System / SCADA / BMS etc.
- Synchronization System, etc.

3. Nature of Work (CAMC)

This is a Comprehensive Contract, which may include but not limited to:

- All manpower for maintenance work (As per OEM schedule)
- All spare parts & consumables
- Repair / replacement of defective components
- Lubricants, coolant, filters (except diesel fuel)
- Software updates (if applicable)
- Tools & tackles
- All machinery & scaffold etc.

4. Service Execution may include but not limited to:

Service Provider shall ensure:

- Monitor DG health and availability
- Assist facility operators during operation
- Attend alarms and breakdowns
- Coordinate repair and restoration, etc.

Service Provider shall ensure:

- Back-end OEM/technical support
- Minimum response time
- Escalation matrix
- Availability during emergencies
- Minimum response time, etc

5. Maintenance Scope

5.1 Preventive Maintenance (PM) may include but not limited to:

Preventive maintenance shall be carried out as per OEM guidelines:

Frequency:

- Monthly
- Quarterly
- Half-Yearly
- Annual

Activities include may include but not limited to:

- Engine inspection and tuning

- Checking oil level, coolant level
- Replacement of filters (oil, fuel, air)
- Battery inspection and testing
- Alternator inspection and cleaning
- Checking AVR and control panel functioning
- Load testing of DG Sets
- Checking synchronization (if applicable)
- Checking exhaust and vibration levels
- Checking fuel system for leakage
- Radiator cleaning, etc.

PM Reports shall include:

- Checklist
- Observations
- Deficiencies
- Action taken report, etc.

5.2 Corrective Maintenance (Breakdown Maintenance) may include but not limited to:

- 24x7 complaint attendance
- Troubleshooting of engine/electrical faults
- Replacement of faulty components
- Restoration of DG operation, etc.

Includes:

- Engine faults
- Alternator failures
- Control panel issues
- Battery failure
- Fuel system faults, etc.

5.3 Emergency Response on events days:

- DG failure in critical areas shall be treated as critical service failure.
- Immediate response required

Response Time: immediate basis

Resolution Time:

- Minor faults: within 1 to 2 hours
- Major faults: within 12 to 24 hours

Emergency Response on non-events days:

- DG failure in critical areas shall be treated as critical service failure.
- Immediate response required

Response Time: 30 minutes

Resolution Time:

- Minor faults: within 1 to 12 hours
- Major faults: within 24 to 48 hours

Provision of standby arrangement / temporary backup.

Service Level Agreement (SLA)

The Service Provider shall ensure 24×7 reliable maintenance, and uptime of all Systems and associated equipment covered under the CAMC. Minimum system uptime of 99% shall be maintained on monthly basis excluding approved shutdowns.

The Service Provider shall ensure immediate response during event days and within 30 minutes during non-event days. Resolution of faults shall be completed within prescribed timelines as under:

- Minor Faults: Within 1–12 Hours
- Major Faults: Within 12–48 Hours

Preventive Maintenance shall be carried out strictly as per OEM recommendations and approved maintenance schedule. Availability of OEM support, trained manpower, critical spares, consumables, and standby arrangements shall be mandatory throughout the contract period.

Non-compliance with SLA parameters including uptime, response time, resolution time, preventive maintenance, and reporting requirements may attract penalties as per contract conditions.

“Applicable GeM SLA/STC provisions for Maintenance Services shall form part of this Contract.”

6. Operation Support may include but not limited to:

- Assistance during DG operation and synchronization
- Load management guidance
- Support during power failure events
- Coordination with electrical team, etc.

7. Remote Monitoring & Support may include but not limited to:

- DG monitoring through BMS/SCADA
- Remote diagnostics
- Performance analysis
- Technical support to site team, etc.

8. Oil, Consumables & Spares may include but not limited to:

- All lubricants, coolant, filters included
- Critical spares to be maintained at site
- Critical and non-critical spare list to be prepared and submitted by the service provider as per standards and norms.

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- Use of OEM-approved genuine parts only
- Maintain minimum spare inventory, etc.

All mandatory and critical & non-critical spare inventory items shall be listed and kept ready at IICC site required for maintenance / CAMC scope of work.

9. Testing & Compliance may include but not limited to:

- Load testing (dummy load / actual load)
- Synchronization testing
- Performance testing, etc.

Compliance with:

- OEM standards
- CPCB norms (emission & noise)
- Electrical safety standards, etc.

Joint testing:

- Quarterly testing
- Emergency mock drills, etc.

10. Documentation & Reporting may include but not limited to:

Maintain:

- Asset Register
- DG Logbook (Running Hours, Fuel Consumption)
- PM Reports
- Breakdown Reports
- Spare Consumption Record
- Uptime Report etc.

Monthly Report shall include:

- DG availability
- Health status
- Fuel efficiency observations
- Pending issues
- Recommendations etc.

11. Coordination may include but not limited to:

Coordination with:

- Facility Management Team
- Electrical Team
- Fuel Management Team

- OEM / Specialized Vendors etc.

12. Safety & Compliance may include but not limited to:

- Follow all safety standards
- Use PPE
- Work permit system compliance
- Fire safety precautions during fuel handling, etc.

ADDITIONAL CONDITIONS

1. For avoidance of any doubt in the scope of work, not specifically covered in the RFP; reference may be made by the either party to CPWD maintenance manual, CPWD General Specifications for Electrical Works, Part VII D.G. Sets – 2013, etc. as updated from time to time.
2. The work shall be carried out as per OEM manual/guidelines, etc.
3. The work shall be carried out as per the instructions and entire satisfaction of the Engineer-in-Charge or authorized representative.
4. All the preventive/routine/breakdown maintenance, minor/major repair/overhauling/calibration etc. shall got be done by the service provider as per OEM within this scope of work and nothing extra shall be paid by the IICC on this account, hence service provider has to quote its rate considering all this factor.
5. The service provider shall ensure immediate rectification of faults for restoration of the system and shall provide necessary services if required through an alternative system till the complete restoration of the system. No extra payment shall be payable on this account.
6. All consumable for the system maintenance like lubricating oil, coolant, filters etc. shall be supplied by the service provider within the scope of this work, and nothing extra shall be paid by the IICC.
7. The preventing maintenance schedule shall be prepared and submitted by the service provider in advance to engineer In-charge concerned. The necessary shutdown may be taken with prior permission of the engineer in concern.
8. Service provider must inspect all the installations/system and submit a report on healthiness once a month. All the testing equipment and material shall be arranged by the service provider, and nothing extra shall be paid on this account.
9. The service provider shall have to work according to progress of work decided by the Engineer in concern. No claim what so-ever shall be entertained on this account. The service provider shall be responsible for the safety of all equipment installed at the complex.
10. The service provider shall have to execute the comprehensive maintenance of system and inspection report of same is to be submit to the Engineer in charge on completion of every quarter or as and when required and nothing extra shall be paid on this account. The service provider shall not be reimbursed for inspection charges but has to share the inspection report with Engineer In-charge, hence he has to quote accordingly.

11. During the events day on system if any fault occurs the service provider shall rectify the same immediately by deploying extra labour & material and specialist technician in the field e.g. electrician, plumber, welder, or any specific technician / engineer in suitable numbers etc. for which nothing extra shall be paid extra.
12. The service provider shall have to arrange all types of tools and plants and special T&P etc. at their own cost as required to carry out the maintenance work for which nothing extra shall be paid to the service provider by the IICC.
13. The service provider shall maintain the logbook for the System in a manner as approved by the Engineer-in-Charge, and logbook shall be supplied by the service provider.
14. The service provider shall be fully responsible for the safety of all our labour/employees which in involved under this contract.
15. There shall be no liability for the IICC to pay any compensation arising out of any labour dispute or accident etc. at site.
16. The adequate team of maintenance shall be available at site as per requirement of the work and it is responsibility of the service provider to provide maintenance team to attend break down immediately on call by any representative from IICC & site team, in case of breakdown and restore the system facility.
17. The workers deployed by the service provider at site for maintenance works should have valid license/ workman permit etc. (If required)
18. The service provider shall be responsible for compliance with all statutory requirements under applicable labour laws and regulations. The service provider shall ensure compliance with all labour laws, rules, and statutory obligations, including but not limited to ESIC, EPF, medical insurance, labour welfare measures, taxes, GST, and other applicable statutory compliances. Relevant records and details of such compliances shall be maintained and submitted to the client as and when required.
19. The service provider shall make all safety arrangements at site and shall be responsible / liable for any accident. IICC shall not have any responsibility or liability of any kind in respect of accident with the staff deployed by the service provider for work. First Aid Box has to be arranged and maintained by the agency without any extra cost.
20. The Service provider shall carry out a site visit and perform a comprehensive health assessment of the components and submit the report within 30 days from the date of issuance of the Letter of Award (LoA).
21. During the CAMC period, the service provider shall undertake periodic visits to carry out preventive maintenance and attend to all breakdowns promptly throughout the year, without any additional charges.
22. A minimum of four (04) periodic visits shall be conducted during the Each-year CAMC tenure for maintenance, inspection, and necessary repairs.
23. If any breakdown, malfunction, or incident affecting the equipment is identified, the Service Provider shall deploy its team and ensure rectification within 1 to 2 hours for minor issues and within 12 to 24 hours for major issues. Any delay in response or resolution may result in imposition of penalties or termination of the contract.
24. There are approximately twelve (12) major events may be scheduled in a year which includes National Important Days, special events, or VVIP visits etc. The Service Provider shall ensure

check of the system before the due date and submit the health and compliance report along with to ensure that system is running as per maintenance standard and best industry practice.

25. The Service Provider shall deploy a minimum of **two (2) full-time technical personnel on a 24x7** basis throughout the contract period.

Both technical personnel proposed for deployment under the contract shall be presented for interview/assessment within ten (10) days from the date of issuance of the Letter of Award (LoA). In case the personnel are found technically competent and satisfactory by the Client, they shall be deployed accordingly / In the event any personnel are found unsuitable or not meeting the required technical standards, the Service Provider shall mandatorily provide suitable replacement personnel within the stipulated timeframe as directed by the Client.

26. The bidder shall submit a self-declaration confirming that the manpower proposed for deployment under the scope of work has not been engaged, during the one (1) year preceding the bid publication date and is not currently engaged in any assignment with NICDC, IICCL, UDS KINEXIN related to the any project/work.
27. System Training must be provided to the site operators/Technicians.
28. Any incident during work within the CAMC period will be at the risk & cost of the service provider. Any damage in complex premises while attending breakdown or maintenance of system due to your negligence that damage must repair otherwise amount for that repairing will be deducted from bill.
29. The service engineer shall carry with them necessary tools and equipment's for troubleshooting of any problem with spare at site.
30. If the validity period of CAMC is complete and the equipment is lying with service provider for repair, then the CAMC period shall be deemed to be valid till the equipment is repaired and installed at our site and such repair work has to be certified by our technical officials.
31. Any cost for visiting site, taking equipment to service provider service centre or bringing back, cost of reinstallation or any other ancillary expenses to execute the CAMC shall be borne by party/contractor.
32. Any kind of emergency must be attended on most prior basis without any prior information.
33. During CAMC period if system get break-down and that break-down is not solved by service provider, service provider have to provide alternate system if required; on their own cost immediately until system starts working properly.
34. All minor and major, critical and non-critical parts of the systems under the scope of the service provider shall be covered under regular maintenance and breakdown maintenance. The service provider shall maintain and replace all such parts under its responsibility, and a detailed list of the same shall be submitted to the client during the first meeting.
35. The scope of service shall cover the free repair/replacement of the system components failed during normal operations during the period of the contract.

Annexure -B

Tentative inventory covered in the scope of work:-

DG sets System				
Sr. no.	Item	Capacity	UOM	Qty
1	DG SETS	2000	KVA	18
2	All Electrical Pannels	11	KV	18
3	DG SETS, Cooling Tower	130	TR	18