

M(E)/ITPO/2023-24/16

14.03.2024

**INDIA TRADE PROMOTION ORGANISATION PRAGATI BHAWAN, PRAGATI  
MAIDAN, NEW DELHI**



**REQUEST FOR PROPOSAL**

**Selection of Service Provider for Technical Assessment of the MEP Services Executed in  
Convention Center at Bharat Mandapam, Pragati Maidan, New Delhi**

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## DISCLAIMER

- I. The information contained in this Request for Proposal (“RFP”), or any other information provided to the Bidders (defined hereinafter), whether verbally or in writing or in any other form, by or on behalf of Indian Trade Promotion Organisation (“ITPO”) and its employees or advisors is provided to the Bidders on the terms and conditions set out in the RFP and such other terms and conditions subject to which such information is provided. The information in the RFP is being provided for the limited purposes of enabling the Bidders to whom this document is issued to submit a Proposal (defined hereinafter) and for no other purpose. In no circumstances shall ITPO, or its Chairman and Managing Director (“CMD”), Executive Directors (“ED”), consultants, contractors, officers and/or employees incur any liability arising out of or in respect of the issue of this RFP, the contents hereof or the Bid Process (defined hereinafter).
- II. This RFP is being made available by ITPO to the Bidders on the terms set out in this RFP. The possession or use of this RFP in any manner contrary to any Applicable Laws or for any purpose other than as specified in this RFP is expressly prohibited. Bidders shall inform themselves of and shall observe any and all Applicable Laws. This RFP is issued upon an express understanding and agreement that the Bidders shall use it only for the purpose of preparing and submitting their Proposal and for no other purpose.
- III. This RFP includes statements which reflect various assumptions and assessments arrived at by ITPO and its advisors. Such assumptions, assessments, statements and any other information in this RFP do not purport to contain all the information that the Bidders, their directors, consultants, contractors, officers, employees, agents and/or advisors would desire or require in reaching a decision as to the submission of the Proposal. This RFP is a summary of available information and no reliance shall be placed on any information or statements contained herein, and no representation or warranty, expressed or implied, is or will be made in relation to such information and no liability is or will be accepted by ITPO, or its CMD, ED, consultants, contractors, officers and/or employees in relation to the accuracy, adequacy or completeness of such information or statements made, nor shall it be assumed that such information or statements shall remain unchanged.
- IV. The information in this RFP does not purport to be comprehensive or to have been independently verified. Nothing in this RFP shall be construed as legal, financial or tax advice. ITPO shall not be liable for any cost, expense, incurred by the Bidders in connection with the preparation of the Proposal. ITPO reserves the right to update, amend or supplement this RFP and/or any information contained herein at any time by notice, in writing, to the Bidders.
- V. Neither the information in this RFP nor any other written or verbal information, in relation to the process set out in the RFP for the award of Contract (defined hereinafter), is intended to form an agreement or the basis of or the invitation/inducement for any investment activity or any decision to enter into any contract or arrangement in relation to the award of the Contract and should not be relied on as such.
- VI. Nothing in this RFP is, nor shall be relied upon as, a promise or representation as to ITPO’s ultimate decision in relation to the award of the Contract or otherwise. The Bidders shall not, therefore, have the opportunity to revise their Proposal following submission, except as provided in this RFP. However, ITPO reserves the right to change the basis of or the procedures (including the Bid Process Schedule) relating to the selection process, reject any, or all, of the Proposal, not to invite Bidders to proceed further, not to furnish the Bidders with any additional information nor otherwise to negotiate with the Bidders in respect of the Contract.

- VII. The data, projections and other details contained in this RFP, including but not limited to those contained in Schedules hereto, are based on studies carried out by or on behalf of ITPO, the ongoing development activities at Pragati Maidan and other factors, which may vary and/or may not remain valid. Nothing contained in this RFP shall be considered as an assurance, representation or guarantee of any amount of business or prospect of business. The Bidders are advised to undertake independent studies, investigations, and analysis and to exercise due diligence and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in the RFP before relying on the data, projections and other details contained in this RFP or as may be provided by ITPO during the Bid Process and before submitting their respective Proposal in response to this RFP.
- VIII. No person other than officials authorized by ITPO to give any information or to make any representation not contained in this RFP and, if given or made, any such information or representation shall not be relied upon unless as having been so authorized.
- IX. Nothing contained in this RFP is, or shall be relied upon as, a representation of fact or promise as to the future. Any summaries or descriptions of documents or contractual arrangements contained in any part of this RFP are only indicative and cannot be and are not intended to be comprehensive, nor any substitute for the underlying documentation (whether existing or to be concluded in the future) and are in all respects qualified in their entirety by reference to them.
- X. Before submitting the Proposal pursuant to this RFP, the Bidders shall conduct a careful examination and an independent evaluation of the Location(s) (defined hereinafter) at its own costs to determine the nature of work.
- XI. The Bidders shall bear their own costs associated with or relating to the preparation and submission of their bids, including copying, postage, delivery charges and expenses associated with any demonstrations or presentations which may be required by ITPO, or any other costs incurred in connection with or relating to their bids. All such costs and expenses will be borne by Bidders, and ITPO and its employees and advisors will not be liable in any manner whatsoever for such costs and expenses, regardless of the conduct or outcome of the Bid Process.
- XII. This RFP outlines ITPO's expectations in relation to the Proposal to be submitted by the Bidder. No legal or other obligation shall arise in ITPO's name unless and until the Service Agreement identified by ITPO has been formally and validly executed and any conditions to the effectiveness of such Service Agreement (defined hereinafter) have been fulfilled.
- XIII. Each Bidder must rely on the terms and conditions contained in any contract, when, and if, finally executed, subject to such limitations and restrictions which may be specified in such contract. Any reference to this RFP in any such contract or any correspondence between ITPO and the Bidder shall not be construed as this RFP forming part of such contract.
- XIV. The information given by ITPO to the Bidders herein in relation to the Bharat Mandapam Complex (defined hereinafter) is indicative and has been provided for reference only and ITPO does not affirm or confirm for the accuracy or correctness of such data. It is the responsibility of the Bidders to verify such information / data.
- XV. Each Bidder's acceptance of delivery of this RFP constitutes its agreement to, and acceptance of, the terms set forth in this RFP. By acceptance of this RFP, the recipient agrees that this RFP and any information herewith supersedes document(s) or earlier information, if any, in relation to the subject matter hereof.
- XVI. ITPO may conduct the Bid Process as set out hereunder either by itself, or through or with the

assistance of one or more advisors and agencies. The Bidders' consent to ITPO sharing the Proposal and all other information as may be provided by the Bidder during the Bid Process and thereafter, with such advisors and agents. It is clarified that evaluation and selection of the Selected Bidder shall be made by ITPO at its sole discretion, and that ITPO shall not be bound by any opinions or observations of its advisors or agents.

- XVII. No extension of time shall be granted under any circumstances to any particular Bidder for submission of its Proposal including, but not limited to, on the grounds that the Bidder did not obtain a complete set of the RFP, or on any other ground(s), except as provided in this RFP.
- XVIII. Only the courts at New Delhi, India shall have exclusive jurisdiction to entertain, hold trial, and adjudicate upon any dispute in relation to the RFP, Bid Process or any other aspect in relation thereto.
- XIX. This RFP and all the entities participating in the Bid Process shall be governed by the laws of India, without having regard to the principles of conflict of laws.
- XX. The Bidder shall be wholly responsible for any statements/documents/ records, etc. submitted pursuant to this RFP and ensure accuracy thereof. ITPO or its employees shall accept no responsibility or liability for any deficiency that may be made by the bidder. Any false declaration made by the Bidder shall invite action as may be decided by ITPO including termination, debar, forfeiture of Bid Security and/or Security Deposit. The Bidder shall also indemnify ITPO and its employees from actions arising out of this RFP.

*Capitalized terms used but not defined in this Disclaimer shall have the meaning ascribed to them in this RFP.*

## DATA SHEET

S.No.	Description	Detail												
1.	Name of Work	Service Provider for Technical Assessment of the MEP Services Executed in Convention Center at Bharat Mandapam, Pragati Maidan.												
2.	Person In charge of Bid	Manager Civil												
3.	Tender Fee	Rs. 5,000 + GST												
4.	Earnest Money	Rs. 1,50,000/-												
5.	Performance Guarantee	5% of Bid Value												
6.	Accepting Authority	CMD, ITPO												
7.	Bid Validity Period	60 days from the date of opening of Financial Proposal.												
8.	Bank Details	<table border="1"> <tr> <td>Name of the Beneficiary</td> <td>ITPO</td> </tr> <tr> <td>Name of the Bank</td> <td>CENTRAL BANK OF IN DIA</td> </tr> <tr> <td>Bank Address</td> <td>PRAGATI MAIDAN, NEW DELHI-110001</td> </tr> <tr> <td>Account No.</td> <td>1167404133</td> </tr> <tr> <td>Type of Account</td> <td>SAVINGS</td> </tr> <tr> <td>IFSC</td> <td>CBIN 0284078</td> </tr> </table>	Name of the Beneficiary	ITPO	Name of the Bank	CENTRAL BANK OF IN DIA	Bank Address	PRAGATI MAIDAN, NEW DELHI-110001	Account No.	1167404133	Type of Account	SAVINGS	IFSC	CBIN 0284078
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Bank Address	PRAGATI MAIDAN, NEW DELHI-110001													
Account No.	1167404133													
Type of Account	SAVINGS													
IFSC	CBIN 0284078													
9.	Method of Selection	The Agency will be selected on Quality and Cost Based Selection (QCBS) method.												
10.	Queries and Clarification	The bidder shall submit queries for clarifications using MS word file in soft copy. The address for requesting clarification is: ITPO Pragati Bhawan, Pragati Maidan New Delhi-110001 (INDIA) <b>Email: <a href="mailto:gmprojects@itpo.gov.in">gmprojects@itpo.gov.in</a>;</b> <a href="mailto:ramarao@itpo.gov.in">ramarao@itpo.gov.in</a>												
11.	Bid Submission Details	<b>URL:</b> Start date/time: 14 <sup>th</sup> March 2024 End date/time: 21 <sup>th</sup> March 2024 Date of Opening: 22 <sup>nd</sup> March 2024												
13.	Currency of Financial Proposal	The bidder to state cost in Indian Rupees Only												

## **SECTION I: INSTRUCTIONS TO BIDDER**

The Bidders are required to submit soft copies of their Proposals electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the Bidders on the CPP Portal, prepare their Proposals in accordance with the requirements and submitting their Proposal online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

### **Registration**

Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.

As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.

Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

### **Searching for Tender Documents**

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### **Preparation of Bids**

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the



documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

### **Submission of Bids**

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder should prepare the bid security/ EMD as per the instructions specified in the tender document. The original should be submitted, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.
4. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid/financial bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
5. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
6. All the documents being submitted by the bidders would be encrypted using PKI encryption

techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys.

7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. Upon the successful and timely submission of bids (i.e., after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
9. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **Assistance to Bidders**

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

## 1. INTRODUCTION AND BACKGROUND

- 1.1 The India Trade Promotion Organisation ("**ITPO**"), the premier trade promotion agency of the Government of India ("**GoI**"), under the Ministry of Commerce and Industry, is committed to showcase excellence achieved by the country in diverse fields, especially, trade and commerce.
- 1.2 The main objective of the assignment is to do an assessment of the MEP services executed in the Convention Center and the area around it at the Bharat Mandapam Convention Centre ("**BM-CC**"), Pragati Maidan, New Delhi at the demarcated area (referred to as "**Locations**") in accordance with the terms of the RFP. The area of services and layout plan is attached in Annexure I. The appointment of the Service Provider shall be made via Quality and Cost Based Selection (QCBS) method.
- 1.3 This RFP is being issued for the selection of prospective Bidder as specified in Clause 4.2 [*Bid Process Details*] of Section I of this RFP, for the award of work in terms of this RFP during the term of the Service Agreement.
- 1.4 ITPO reserves the right to include or exclude any locations as required on mutual consent with the Service Provider.

## 2. DEFINITIONS

In this RFP, the following expressions shall have the meaning stated herein:

“**Addendum/Addenda**” means any written amendment or addenda to this RFP, from time to time issued by ITPO to the Bidders.

“**Affiliate**” shall mean, with respect to any Bidder, or a member of a Consortium, any other person directly or indirectly Controlling, Controlled by or under common Control with such first Bidder or member of Consortium.

“**Annex/Annexure**” means an annexure to this RFP.

“**Applicable Laws**” means all applicable laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India or such other territorial jurisdiction outside India, by any authority, including any Governmental Authority, including any revisions, amendments or re-enactments including without limitation statutes, rules, regulations, bye-laws, policies made thereunder, judgments, decrees, injunctions, writs, orders issued by any court of record or other requirement or official directive of any Governmental Authority or any person acting under the authority of any Governmental Authority or any statutory authority, including any notification issued by the Reserve Bank of India or by any Governmental/Statutory Authority, as may be in force and effect during the Validity Period and the subsistence of the Service Agreement.

“**Approvals**” means all authorizations, consents, approvals, including any statutory approvals, notifications and permissions and any license, permit, ruling, exemption or other authorization of whatsoever nature which is required to be obtained under Applicable Laws for or in respect of this RFP and the Service Agreement, and all other approvals as may be required to execute, give effect to, and perform its obligations under the Service Agreement including but not limited to the approvals and consents required from ITPO or any other authority pursuant to this RFP or the Service Agreement, including any third party approvals as may be required by the Service Provider (as hereinafter defined).

“**Bid Close Date**” shall refer to the details as per Clause 4.1 [*Bid Process Schedule*] of Section I.

“**Bidder**” means any eligible person or firm or company, including a Consortium participating in a procurement process with a procuring entity.

“**Bidder's Authorization**” shall mean the authorizations as per Form C in Section II of this RFP.

“**Bid Process**” shall mean the process as detailed in Clause 4.2 [*Bid Process*] of Section I.

“**Bid Process Schedule**” shall have the meaning ascribed to the term in Clause 4.1 [*Bid Process Schedule*] of Section I.

“**Bid Security**” shall refer to the details as per Clause 4.2 [*Bid Process Details*] of Section I.

“**Bid Security Submission Form**” shall mean Part A of Form D in Section II of this RFP.

“**Built up Area (BUA)**” shall mean the total constructed covered area of all the floors within the building envelope up to the extent of external walls excluding the projections. The area under shafts (Plumbing, HVAC, Fire, Electrical etc.), cut outs in floor, atrium, escalator cut outs & Lift wells, smoke extractions

shafts, open & covered terraces, terrace fan rooms, Underground & Overhead water tanks, STP, Cooling towers shall not be counted in Built up Area.

"**Clause**" means a clause of this RFP.

"**Client/Employer**" shall mean ITPO.

"**Client's Representative**" shall mean agency/consultant appointed by ITPO.

"**Conditions of Award**" shall mean the conditions as specified in Clause 9 [*Conditions of Award of Contract*] of Section I to be fulfilled by the Selected Bidder for the award of the Contract.

"**Conflict of Interest**" shall have the meaning ascribed to it in Clause 5.4 [*Eligibility Criteria*] of Section I.

"**Control**" means, with respect to a Person,

- (a) the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such Person; or
- (b) the power, directly or indirectly, to direct or influence the management and policies of such Person by operation of law, contract or otherwise,

and the term **Controlled** shall be construed accordingly.

"**Corrigendum/Corrigenda**" means a written corrigendum or corrigenda to this RFP, from time to time issued by ITPO to the Bidders.

"**Day**" or "**day**" means a calendar day of 24 (Twenty-Four) hours measured from midnight to the next midnight as per Indian Standard Time.

"**Effective Date**" shall mean the date on which the Service Agreement comes into effect and the site is handed over to the Service Provider for commencement of the services in accordance with the Service Agreement, as notified by ITPO.

"**EH&S**" means environment, health, and safety.

"**Eligibility Criteria**" shall have the meaning as ascribed to it under Schedule-I [*Eligibility Criteria*] of this RFP.

"**End Date**" shall be as mentioned in the Service Agreement.

"**Evaluation Criteria**" shall have the meaning as ascribed to it under Schedule-II [*Evaluation Criteria*] of this RFP.

"**Event Day**" shall mean the day of event scheduled to be conducted at BM-CC as notified by ITPO.

"**Financial Proposal**" shall mean the binding and final financial proposal, which shall be submitted by each Bidder as a part of the Proposal in the BoQ format.

“**GoI**” means the Government of India and any agency, authority (including regulatory authority), department, inspectorate, ministry, or statutory person (whether autonomous or not) under the control and direction of the Government of India.

“**GoNCT**” means the Government of National Capital Territory and any agency, authority (including regulatory authority), department, inspectorate, or statutory person (whether autonomous or not) under the control and direction of GoNCT including but not limited to Municipal Corporation of Delhi, BSES, Transport Department of Govt. of NCT of Delhi.

“**Good Industry Practice**” means the exercise of skill and diligence, efficiency, reliability, prudence and those practices, methods, specifications and standards of equipment, safety, services and performance as may change from time to time and which would reasonably and ordinarily be required to be used by a skilled and experienced agency and operator engaged in providing similar type of facility, the type, nature and scope similar to that provided under the Service Agreement.

“**Governmental Authority**” means any government authority, statutory authority, government department, ministry, secretariat, agency, commission, board, tribunal or court or other law making body/entity having or purporting to have jurisdiction on the parties to the Service Agreement, including the GoI or GoNCT or any other regulatory authority appointed by the GoI or GoNCT having jurisdiction in relation to the subject matter of the Service Agreement under Applicable Laws, Ministry of Commerce and ITPO.

“**BM-CC**” means the Bharat Mandapam Convention Centre. BM-CC is ITPO’s property. The possession and ownership of the premises to be assigned by ITPO to Service Provider for providing MEP Assessment Services will always remain with ITPO, even if the premises are in use or not. The Service Provider shall vacate the premises immediately after termination of the Service Agreement.

“**BM-CC Visitors**” shall mean the visitors/guests, persons using or involved in activities at, or in connection with or in relation to the BM-CC to whom the services(s) shall be provided by the Service Provider in accordance with the terms of the Service Agreement.

“**INR**” or “**Rs.**” means Indian Rupees, the lawful currency of the Republic of India.

“**ITPO**” means India Trade Promotion Organisation.

“**Letter of Intent to Award/LOIA**” means the written notice issued by ITPO to the Selected Bidder intimating the acceptance of Selected Bidder’s Proposal for the award of the services under this RFP.

“**Letter of Award/LOA**” means the written notice issued by ITPO to the Selected Bidder after submission of Performance Bank Guarantee by the Selected Bidder.

“**Letter of Undertaking**” means the letter of undertaking in the form as set out in Form – E in Section II of the RFP.

“**Month**” means a Gregorian calendar month.

“**Non-event Day**” shall mean the day in which no event is scheduled to be conducted at BM-CC.

“**O&M**” means operation and maintenance.

“**Performance Security**” means the performance security to be submitted by the Selected Bidder in accordance with the Service Agreement.

“**Person**” means any corporation, company, partnership, limited liability company, association, joint stock company, trust, unincorporated organization, joint venture, or other legally recognized entity of whatever nature.

“**Proposal**” shall mean an unconditional, valid, final, and binding proposal, comprising of the Financial Proposal, Technical Proposal, Bid Security, and other documents as required under this RFP submitted by the Bidders in response to and on the terms and conditions contained in this RFP.

“**Proposal Validity Period**” or “**Validity Period**” shall have the meaning ascribed to it in Clause 4.2 [*Bid Process Details*] of Section I.

“**Purpose**” shall mean to undertake providing MEP Assessment Services at Bharat Mandapam Convention Centre, Pragati Maidan, New Delhi and serve quality cuisines, fresh, sustainable, and inspired meals in hygienic and comfortable ambience during G20 Summit or any other event.

“**RFP**” shall mean this request for proposal document, along with its Annexures and Schedules and includes any Addenda and Corrigenda, if issued.

“**Selected Bidder**” shall mean the Bidder selected by ITPO pursuant to the Bid Process.

“**Service Agreement**” or “**Agreement**” shall mean the services agreement to be executed between ITPO and the Selected Bidder with ITPO, as per, substantially in the format set out in Definitive Format-1 in Section III of the RFP, subject.

“**Support Areas**” shall have the meaning ascribed to it in Clause 1.4 [*Introduction and Background*] of Section I.

“**Supporting Documents**” shall refer to the details as per Clause 4.2 [*Bid Process Details*] of Section I.

### 3. SCOPE OF WORK

#### 3.1 PROJECT UNDERSTANDING & SCOPE OUTLINE:

**TABLE A: Project Details & Schedule:**

Program/Buildings Details	Project Start Date	ProjectDuration
ITPO (Pragati Maidan) Convention Centre Building  Built Up Area:75,000 Sq. M. approx.	April2024	90 days

#### 3.2 SCOPE OF SERVICES

##### A. ASSESSMENTCONSULTANT (GENERAL)

1. The Scope of Assessmentof MEP work shall be limited to the Convention Centre (CC) Building and high side connectivity of CC building MEP services upto the 1<sup>st</sup> connection point of External TrunkMEP Infrastructure.
2. To visually inspect and assess the MEP works of Convention Centre Building vis-à-vis approved Good for Construction (GFC) drawings, As-built drawings and approved technical data sheets. The GFC drawings, As-built drawings and approved technical data shall be arranged by the Employer and provided to the AssessmentConsultant.
3. The NBCC is the PMC for the project and the work is executed by the M/s SPCPL Joint Venture (JV). The details are available with them. The agency will be required to coordinate with NBCC and SPCPL JV. The ITPO will coordinate and facilitate the details to the agency as per **Annexure-A**.
4. MEP works shall comprise of the following:
  - a. Mechanical works – Heating, Ventilation & Air-Conditioning. Refer **Annexure-B** for detailed scope
  - b. Electrical works – CC Building Sub-station and other internal building electrification work. Refer **Annexure-C** for detailed scope
  - c. Plumbing – Water Supply, Drainage and Sewerage System. Refer **Annexure-D** for detailed scope of work.
5. Prepare assessmentreport highlighting the deficiencies between the work executed at site vis-à-vis approved Good for Construction (GFC) drawings, As-built drawings and approved technical data sheets.



- 6.** Assessment of hidden MEP works viz., inside false ceiling, inside shaft, under floors etc. shall be limited to availability of access for verification.

## **ANNEXURE–A: FACILITATION OF DOCUMENTS BY CLIENT**

1. All RFP documents:

- Technical specification, Design Basis Report, Heat Load Calculations of HVAC Systems,
- RFP Drawings, Base architectural drawings, Single Line Diagrams (SLDs) etc.

2. During Construction Submittals:

- Technical data sheet, Material approval submittals, Heat Load Calculations of HVAC Systems,
- Good for Construction drawings, Shop Drawings, SLDs etc.

3. Commissioning and Handing Over Documents:

- Equipment wise commission Report,
- As built drawings & Calculations.

## **ANNEXURE – B:MECHANICAL SCOPE OF WORK**

1. Heating, Ventilation and Air-Conditioning (**HVAC**) system with all allied equipment and accessories.
2. Lifts and Escalator System.
3. Firefighting System including wet riser and sprinkler system.

## **ANNEXURE – C: ELECTRICAL SCOPE OF WORK**

1. The Consultant shall submit detailed assessment report of CC Building Sub-station and other internal building electrification work and shall comprise of following:
  - i. Building Sub-station equipment comprising, Transformer, DG Set, Capacitor panel including earthing of all the equipment.
  - ii. MV / HT / LT panel boards.
  - iii. All EI Works including lighting fixtures.
  - iv. Lighting protection system.
  - v. Un-interrupted Power Supply (UPS).
  - vi. LT bus-duct and Rising Mains. Building Management System (BMS).
  - vii. Solar PV System.
  - viii. AV and ICT System.
  - ix. Facade Lighting System.
  - x. Fire Alarm and Detection System.

## **ANNEXURE –D: PLUMBING SCOPE OF WORK**

1. The Consultant shall submit detailed assessment report of Building plumbing work and shall comprise of following:
  - i. Water Supply System including water treatment plant.
  - ii. Drainage System.
  - iii. Sewerage System including sewage treatment plant.
  - iv. Soil, Waste, Vent and Rainwater pipes.
  - v. Pumps for water supply and sanitary installations.
  - vi. Operation and adequacy of sumps regarding water and sewerage discharge.

#### 4. BID PROCESS SCHEDULE

##### 4.1 Bid Process Schedule

S. no.	Description	Date
1.	Issuance of RFP to all Interested Parties	<b>Refer Data Sheet</b>
2	Bid Close Date	
3	Technical Bid Opening date	
4	Validity of Bids	
5	Technical Presentation by the Bidders qualifying the criteria as given in Schedule-I	
7	Issue of LOIA	
8	Submission of Performance Bank Guarantee	
9	Issue of LOA	
10	Signing of Contract	

*Bidders may note that, while ITPO shall endeavour to adhere to the Bid Process Schedule stated above, the dates specified above are subject to change at the sole and exclusive discretion of ITPO without assigning any reason, whatsoever. Bidders agree that ITPO shall not be liable in any manner for any change whatsoever in the scheduled timelines indicated.*

##### 4.2 Bid Process Details

S.no.	Instructions	Reference
1.	Eligibility Criteria and list of Supporting Documents	Shall be as specified in Schedule-I
2.	<b>Method of Selection</b>	Quality and Cost based Selection (QCBS)
3.	Proposal validity period	Shall mean a period of 60 (Sixty) days from the Bid Close Date or as extended from time to time by ITPO in accordance with the RFP.
4.	Evaluation Criteria	Shall be as specified in Schedule-II
5.	Queries to addressed to	General Manager (Works), ITPO, Pragati Maidan, New Delhi-110001(email: <a href="mailto:gmprojects@itpo.gov.in">gmprojects@itpo.gov.in</a> )
6.	Bid Security amount	Shall mean an interest free amount of <b>Rs. 1,50,000/- (One Lakh Fifty Thousand Only)</b> vide a Demand Draft/ NEFT/ RTGS drawn on a scheduled bank having a branch at New Delhi, payable at par in favour of ITPO, New Delhi. BankDetails of ITPOannexed.
7.	Tender Fee amount	<b>Rs. 5,000/- + GST</b> vide a Demand Draft/ NEFT/ RTGS drawn on a scheduled bank having a branch at New Delhi, payable at par in favour of ITPO, New Delhi. BankDetails of ITPOannexed.

*\*The documents required such as DD towards Bid Security Amount/Tender Fee Amount should be deposited at ITPO office on or before the bid opening date/time as mentioned in the Bid Process Schedule. Demand Draft obtained earlier than the date of this RFP shall not be accepted.*

### **Interpretation**

- i. Reference to Clauses, Sections, Schedules, or Annexures is reference to Clauses, Sections, Schedules, and Annexures of this RFP.
- ii. For the purpose of this RFP, where the context so admits, the singular shall be deemed to include the plural and vice-versa.
- iii. Except where the context requires otherwise, references to statutory provisions shall be construed as references to those provisions as respectively amended or re-enacted or supplemented or as their application is modified by other provisions (whether before or after the date hereof) from time to time.
- iv. The Schedule(s) and Annexure(s) of this RFP shall form an integral part of the RFP and shall be read along with the RFP.
- v. The headings and sub-headings are inserted for convenience only and shall not affect the interpretation of this RFP.
- vi. In case there is a conflict, between the provisions of the RFP and the Service Agreement, the terms of the RFP shall prevail before signing the Service Agreement. After the Service Agreement is signed, the terms of Signed Service Agreement shall prevail.
- vii. The word 'include' and 'such as' wherever used shall be construed to be without limitation(s).
- viii. Capitalized terms used in this RFP, unless defined herein, shall have the same meaning as given under the Service Agreement, as the case may be.

## 5. ELIGIBILITY CRITERIA

- 5.1 A Proposal may be submitted by the Bidder for Technical Assessment of the MEP Services Executed in Convention Center at Bharat Mandapam, Pragati Maidan, New Delhi provided that the Bidder meets the Eligibility Criteria as specified in Schedule-I.
- 5.2 The Eligibility Criteria must be fulfilled by the Bidder itself, and not through an Affiliate.
- 5.3 Each Bidder shall be permitted/ allowed to submit **only 1 (one) Proposal**. No Bidder shall submit more than one Proposal, either individually or, with or through any other entity(ies), including its Affiliates.
- 5.4 A Bidder shall not have a conflict of interest ("**Conflict of Interest**") that affects the Bid Process. Any Bidder found to have a Conflict of Interest shall be disqualified. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest that affects the Bidding Process, if:
- i. such Bidder (or any Affiliate thereof) and any other Bidder (or any Affiliate thereof) Controls, is Controlled by or is under common Control with any other Bidder or any Affiliate thereof or has any direct or indirect ownership interest in any other Bidder or Affiliate thereof; provided that this qualification shall not apply in cases where the direct or indirect ownership interest in a Bidder (or an Affiliate thereof) in the other Bidder (or any of its Affiliates) is less than 5% (five) percent of its paid-up capital or the Control or ownership interest is exercised or held by the Government of India, any State Government, or jointly between the Government of India and a State Government, a bank, insurance company, pension fund, sovereign wealth fund or a public financial institution referred to in Section 2(72) of the Companies Act, 2013; or
  - ii. an Affiliate of such Bidder is also an Affiliate of another Bidder; or
  - iii. such Bidder is also a constituent of another Bidder; or
  - iv. such Bidder receives or has received any direct or indirect subsidy, grant, concessional loan, or subordinated debt from any other Bidder, or has provided any such subsidy to any other Bidder; or
  - v. such Bidder engages any legal, regulatory, financial, or technical advisor that has already been engaged by ITPO directly or indirectly, in any manner for matters related to the submission of the Bid. For the avoidance of doubt, this disqualification shall not apply where such advisor was engaged by the Bidder or any of its Affiliate in the past, but its assignment expired or was terminated prior to the date of issuance of this RFP; or
  - vi. such Bidder, or its Affiliate, has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Proposal of either or each of the other Bidder; or



## 5.5 Disqualifications

Without prejudice to and without limiting ITPO's right to disqualify any Bidder as otherwise provided in this RFP, ITPO shall have the right, in its sole discretion, to disqualify any Bidder and reject its Proposal on, including but not limited to any one or more of the following grounds:

- a. The Bidder is not in compliance with the requirements of this RFP, including where: (i) the Proposal is not accompanied by documents and Annexures required to be submitted in accordance with this RFP; (ii) the Technical Proposal and Financial Proposal are not in the prescribed manner/form; (iii) if the Proposal is not uploaded online as stipulated in this RFP before Bid Close Date or does not contain all the information as requested in this RFP or in the form as specified in this RFP; (iv) any Proposal, in respect of which Bid Security and Tender Fee has not been submitted as per the Bid Process Schedule (v) if a Proposal is received after the Bid Close Date; and (vi) where the Bidder does not submit Proposal for the entire Price bid or submits a conditional Proposal.
- b. The Bidder does not fulfill or comply with any of the eligibility criteria as prescribed in Schedule-I [*Eligibility Criteria and Document List*].
- c. There is a Conflict of Interest in accordance with Clause 5.4.
- d. If the Bidder does not agree to the extension of the Proposal Validity Period by ITPO.
- e. If the Bidder submits incorrect/inaccurate/misleading information as part of its Proposal or conceals/suppresses any information or makes any false representation, whether knowingly or unknowingly,
- f. Where the Bidder seeks to modify the Proposal after Bid Close Date without the consent of ITPO,
- g. If the bidder attempts to influence ITPO with respect to the Eligibility Criteria or Bid Process.
- h. Where the Bidder has in the past, been in breach of, or has defaulted in, its obligations pertaining to any contract or arrangement with ITPO.
- i. The Bidder has been declared as a defaulter by ITPO or has been debarred by ITPO.

If the Bidder or any of its Affiliates has been barred by any Governmental Authority in India or by any central, state, or local government or government instrumentality in any other jurisdiction to which such Bidder or its Affiliate belongs to or which is such Bidder or its Affiliate conducts its business, from participating in any project on a private participation basis, and the bar subsists as on the Bid Close Date.

- j. If the Bidder or any of its Affiliates (and in the case of a Consortium, the members and their Affiliates):
  - i. have been categorized as a willful defaulter by any lender, in accordance with Applicable Law; or
  - ii. have litigation pending or, to the best of such Bidder's knowledge, threatened against it, which is of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake the services set out in this RFP
- k. where any winding up petition whether voluntary or otherwise, if applicable, has been filed in the jurisdictional High Court by or against the Bidder; or
- l. where any Bidder submits more than 1 (one) Proposal directly or indirectly.

## 6. PROPOSAL

- 6.1 Proposals may be submitted by bidders as single bidder and noconsortium/Joint Venture is allowed.
- 6.2 For the Proposals submitted by a single bidder, Bidder has to qualify Eligibility Criteria. The details of Eligibility Criteria are given in Schedule-I.
- 6.3 Each Bidder shallprepare and submit its Proposal in accordance with this RFP. If required, the Bidders may provide any other relevant additional information in a format of their choice.
- 6.4 Each Bidder can submit Proposal, as a sole bidder. EachProposal shall include the following:
- i) Technical Proposal in Form A as prescribed in Section II of thisRFP;
  - ii) Financial Proposal in Form Bas prescribed in Section II of thisRFP;
  - iii) SupportingDocumentsas prescribed inSchedule-I of this RFP;
  - iv) Letter of Undertaking by the Bidder in the format prescribed in Form E of Section II of this RFP;
  - v) Bid Security along withBid Security Submission Form in the format prescribed in PartAof Form D of Section II of thisRFP;
  - vi) Bidder'sAuthorizations in the format prescribed in Form C of Section II of thisRFP;
  - vii) Integrity Pact in the format prescribed in Annexure II;
  - viii) Non-Disclosure Agreement in the format prescribed in Annexure III; and
  - ix) Certificate of Compliance in the format prescribed in Annexure IV.
- 6.5 Each Proposal should be accompanied by all the documents as required under thisClause or elsewhere in this RFP at the time of itssubmission.

### 6.6 Bid Close Date and Proposal ValidityPeriod

- a) The Bidder shall submit its Proposal on or before the Bid Close Date by uploading the Proposal on the CPP Portal. The documents which are required to be submitted offline, as specified in Schedule-I, shall be submitted by the Bidder on or before the Bid Close Date at the address to be notified by ITPO. If any Proposal is received, either offline or online, after the specified time on the Bid Close Date, it shall be rejected and shall not be opened by ITPO, and such Bidder will be disqualified in accordance with Clause 5.5 [*Disqualifications*].
- b) Subject to Clause 6.8 [*Withdrawal of Proposal*] of Section I, the Proposal shall be irrevocable, unconditional, firm, and valid for the entire duration of the Proposal Validity Period. Any Proposal, which has a validity of less than the Proposal Validity Period shall be rejected by ITPO as being non-responsive.
- c) ITPO may, at its sole discretion, prior to the expiration of the Proposal Validity Period, ITPO may request Bidders to extend the Proposal Validity Period. The request and the responses will be made in writing in the form and manner as required by ITPO. Bidders who agree to extend the Proposal validity shall also extend the validity of the Bid Security for an equivalent period. An extension of the Bid validity period will not, however, entitle a Bidder to modify its Proposal.

## 6.7 Form of Submission

### (i) Submission of Proposal

#### (a) *Online submission*

Each bidder shall submit its Proposal electronically on the CPP Portal, in accordance with the instructions provided in Section I. Each online submission shall comprise of the following:

1. Technical Proposal;
2. Financial Proposal;
3. Supporting Documents;
4. Letter of Undertaking;
5. Bid Security along with Bid Security Submission Form; and
6. Bidder's Authorizations.

The Supporting Documents set out in Part A of Schedule I shall also be submitted along with the Technical Proposal on the CPP Portal.

1. All enquiries, comments, or requests for meetings regarding this RFP, the Service Agreement and any other related matters must be made by email, to ITPO by e-mail to the e-mail address specified in Clause 4.2 [Bid Process Details].
2. Proposals failing to meet RFP requirements, including completeness, format and content, shall be rejected without further evaluation.
3. ITPO shall not entertain any conditional Proposal.
4. ITPO may ask one, more or all the Bidders to respond to queries from ITPO or to submit/ re-submit further documents in support to clarify their Proposal (in whole or in part).

### (ii) Authorized Person:

The Proposal shall be signed by a person or persons duly authorized, in the format prescribed at Form C of Section II of the RFP, to sign on behalf of the Bidder. The authorization in favor of the person, signing the Proposal, shall be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the Bidder making such authorization. The authorized person shall also submit a board resolution from the Bidder, **No Alterations:**

The Proposal shall contain no alterations, omissions, or additions, except those to comply with the instructions issued by ITPO, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Proposal and bear the stamp of the Bidder.

**(iv) Form of Documentation:**

- (a) The RFP document may be purchased and processed on the CPP portal. (<https://eprocure.gov.in/eprocure/app>). Interested Bidders are advised to follow the instructions provided in the 'Instructions to the Bidder for the e-submission of the bid online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>'. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- (b) It is the responsibility of the Bidder to make its own assessment regarding the extent of the business opportunity in preparing its Proposal. Each of the Bidders shall, along with their respective Proposals, enclose a confirmation that they accept the terms and conditions of the Service Agreement in the format of the Letter of Undertaking in the Form E of Section II, and in case if the Bidder is declared as the Selected Bidder, and, within 7 (seven) days of issuance of Letter of Award, execute the Service Agreement in the form as prescribed by ITPO, unless the time period is otherwise extended by ITPO, at its sole discretion.
- (c) The Proposal shall be duly signed and bear the stamp of the Bidder. In addition, all the self certificates shall be duly notarized as may be required under this RFP.
- (d) All amounts and numbers shall clearly show in figures and words. In case of any inconsistency between the words and the figures, the amount stated in words shall prevail.
- (e) The documents required such as Demand Draft/ proof of RTGS/ NEFT payment shall be deposited in a sealed envelope to General Manager (works), ITPO, Pragati Maidan, New Delhi-110001 on or before the bid opening date/time as mentioned in the Bid Process Schedule. Demand Draft obtained earlier than the date of advertisement or this RFP, will not be accepted.
- (g) Bids shall be submitted online only at CPP Portal: <https://eprocure.gov.in/eprocure/app>. Certain documents (mentioned above) shall be submitted both online (at the CPP Portal) and offline.
- (h) The Bidder shall pay a non-refundable Tender Fee by means of a Demand Draft of as described in clause 10.19 of Specific Conditions of RFP Section payable to ITPO at New Delhi.
- (i) The Proposal and all correspondence(s) in connection with the Proposal and the Service Agreement and all accompanying documents, which are relevant to its examination, shall be in the English language. All measurements shall be expressed in units of the metric system.
- (j) Online Financial Proposals of only those Bidders who are qualified and shortlisted in the Technical Bids shall be opened. The Technical and Financial Proposals shall be opened in the presence of the Bidders or their authorized representatives, if they are present. The technically qualified Bidder who has quoted the lowest price bid shall be declared as the Selected Bidder.
- (k) The Bidder may modify the submitted Proposal through the resubmit option on CPP Portal before the Bid Close Date.

**6.8 Withdrawal of Proposal**

The Bidder may withdraw their respective Proposal at any time before the Bid Close Date. The submission/ resubmission of any Proposal after the Bid Close Date shall not be permitted.

#### **6.9 Responsibility to check the completeness**

It is the sole responsibility of the Bidder to examine and understand this RFP (including the Locations) and to verify its completeness and feasibility. The Bidder should peruse this RFP carefully as it contains the legal and business terms and other information, which the Bidder must review in order to submit a responsive Proposal.

#### **6.10 Cost of Preparation**

Each Bidder shall submit 1 (one) Proposal only. The Bidder shall be responsible for all of the costs associated with the preparation of their respective Proposal and their participation in the Bid Process. ITPO shall not be responsible or in anyway liable for any costs, expenses and charges incurred by any Bidder in connection with the preparation and submission of its Proposal or the Bid Process in any manner whatsoever, regardless of the conduct or outcome of the Bid Process.

#### **6.11 Submission of Documents (as part of the Proposal)**

- i. All documents uploaded by the Bidder, as part of its Proposal, unless specifically provided for otherwise, must be either in original or certified as true copies in case of photocopies, by (a) the relevant corporate authority in case of corporate documents like board resolutions; (b) by the auditors in case of financial documents; and (c) by a notary public in case of any other documents.
- ii. The Bidder shall ensure that all the documents are uploaded with the Proposal. However, in case the Bidder fails to upload a document(s) (as required under this RFP) with the Proposal, the Bidder may, at any time prior to the Bid Close Date, upload the same through resubmit option on CPP Portal.

#### **6.12 Submission of Foreign Documents**

If the Bidder is submitting any documents, created or originating from outside the Republic of India, such as work experience certificate(s), financial detail(s), power of attorney(s), undertaking(s), documentary evidence(s), qualifying document(s) then the Bidder, before any such foreign document(s) are sent to India for the purpose of applying towards this RFP, shall be required to get each and every page of such foreign document(s), duly authenticated/embossed/legalized from the Indian Embassy/Indian High Commission situated in the country from where such foreign document(s) were created or are originated from. Such authentication/ embossment/ legalization from the Indian Embassy/Indian High Commission shall also apply to all such document(s) that are in a language other than English, which shall compulsorily be required to be translated (as the true translated copies of the original) by a duly certified/authorized /qualified Translator, supported by the affidavit of the said Translator, certifying the correctness of the English translation.

However, in the case of foreign document(s) created or originating from countries that have signed, ratified and have made operational the Hague Convention Abolishing the Requirement of Legalization for Foreign Public Documents, 5 October 1961 ("Hague Legalization for Convention,

1961”), the Bidders may affix an ‘Apostille’ sticker on each and every page of their foreign document(s) [including all commercial document(s) duly notarized]. Thereafter, the Bidders shall be compulsorily required to get all such “Apostilled” foreign document(s) approved, certified and attested from the Indian Embassy / Indian High Commission in that country where the ‘foreign document(s)’ were created or are originated from or from the Ministry of External Affairs, Government of India, New Delhi and the Bidder/s shall follow any other norms/guidelines laid by the Ministry of External Affairs, Government of India, New Delhi.

## 7. BID SECURITY

- i. **The Bidder shall submit, as part of its Proposal, the Bid as described in the Data Sheet.** The Bidder shall submit a demand draft drawn on a scheduled bank having branch at New Delhi, **payable at par in favour of ITPO, New Delhi.** The Bidder shall provide the details of the Bid Security submitted as per the format annexed in Part A of Form D. The Bidder shall submit the 'Client Information Form' along with the details of the Bid Security as per format annexed in Part B of Form D hereto. The Demand Draft towards Bid Security shall be deposited to ITPO, Pragati Maidan, New Delhi-110001 on or before the bid opening date/time as mentioned in the Bid Process Schedule. Any Demand Draft obtained earlier than the date of this RFP will not be accepted. Alternatively, RTGS/ NEFT payments can be made against Bid Security in the designated bank account of ITPO, New Delhi and proof of such payments has to be submitted.
- ii. Any Proposal not accompanied by the Bid Security, shall be rejected by ITPO as non-compliant and shall not be considered.
- iii. Unless invoked in accordance with Clause (vii) below, the Bid Security of the unsuccessful Bidders shall be refunded without any interest within 4 (four) weeks from the date of execution of the Service Agreement with the Selected Bidder.
- iv. The Bid Securities of the unsuccessful Bidders shall be refunded to the unsuccessful Bidders either (i) by handing over personally; or (ii) by sending it through registered post at the address of the unsuccessful Bidder as given in the Proposal. Such handing over or posting shall be deemed as good service of the refund.
- v. The Selected Bidder's Bid Security will be returned, without any interest, upon the Service Provider submitting the Performance Security as security deposit in accordance with the provisions as stipulated under this RFP.
- vi. The name, address and other details of the person for the purposes of refund of Bid Security shall be provided in the manner provided in Part B of Form D.
- vii. The Bid Security shall stand forfeited in the following instances:
  - A. If a Bidder withdraws or amends its Proposal after the Bid Close Date without obtaining prior written consent of ITPO;
  - B. if a Bidder engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as specified in Clause 10.6 [*Corrupt Practices*] of this RFP;
  - C. if a Bidder is disqualified in accordance with the provisions of this RFP;
  - D. if, after the Bid Close Date, a Bidder withdraws its Bid during the Proposal Validity Period, as extended from time to time; and
  - E. if a Bidder is selected as the Selected Bidder and it fails within the specified time limit to



- (a) sign and return, as acknowledgement, the duplicate copy of the LOIA or the LOA;
  - (b) fulfil any other condition precedent to the execution of the Service Agreement; or
  - (c) submit the Performance Security.
- viii. In the event of any extension of the submission of the RFP or the Bid Process, the validity of the Bid Security shall be extended by the Bidder accordingly for such time as may be specified by ITPO prior to expiry of the validity of the Bid Security, failing which the Bid Security shall be forfeited by ITPO.
- ix. For a Consortium, the Bid Security shall be submitted only in the name of the Lead Member.

## 8. BID PROCESS

### 8.1 Description of Bid Process

In order to identify the Selected Bidder, ITPO shall follow a bid process comprising, as explained below:

(a) Qualification

Bidders are required to submit a Proposal consisting of 2 (two) parts: (i) the Technical Proposal; and (ii) the Financial Proposal. The Technical Proposal will be opened first. The determination of responsiveness of the Technical Proposal and the evaluation of the Eligibility Criteria will be done in accordance with Clauses 8 [*Bid Process*], 9 [*Conditions of Award of Contract*] and Schedule-I of Section I. Bidders who meet the minimum Eligibility Criteria and whose Technical Proposal is responsive shall qualify for opening of their Financial Proposals (**Qualified Bidders**).

(b) Financial Proposal

ITPO shall open the Financial Proposals of only the Qualified Bidders to determine their responsiveness in accordance with Section II and to identify the Selected Bidder.

### 8.2 Bid Development Phase

The Bid Process shall include the following processes:

i Issue of RFP

All Bidder have been provided with the same background information, supplementary information and any amendment or Addendum/ Corrigendum to this RFP.

ii Addendum/Corrigenda of RFP and/or Proposal

- (a) In case the Addendum is issued prior to the Bid Close Date, the Bidder shall have the option to resubmit the Proposal within the time permitted by ITPO in writing.
- (b) Any Addendum issued shall be a part of this RFP and shall be communicated through ITPO's corporate website [www.indiatradefair.com](http://www.indiatradefair.com) and the CPP Portal in the manner as set out under Clause 10.11 [*Notices and Correspondences*] hereto. The Addendum shall be deemed to be communicated to the Bidder where the same is set out in the manner under Clause 10.11 [*Notices and Correspondences*] of Section I hereto.
- (c) To afford the Bidder reasonable time to take an Addendum into account in preparing their Proposal, ITPO may at its sole discretion extend the Bid Close Date for submission of Proposal as set out under Clause 4.1 [*Bid Process Schedule*] of Section I.
- (d) The Bidders are required to read the RFP along with any Addenda and Corrigenda that may be issued in accordance with this Clause 8.1. Each Addendum/Corrigendum shall be binding on the Bidders, whether or not the Bidders convey their acceptance of the Addendum/Corrigendum.

- (e) Any oral statements made by ITPO or its advisors regarding the Bid Process, the Bid Documents or on any other matter, including oral clarifications or information provided by or on behalf of ITPO at the Pre-Bid conference or the minutes of the Pre-Bid conference shall not be considered as amending the RFP.
  - (f) In case after issuance of an Addendum, the Bidders who have already submitted their Proposal, do not resubmit their Proposal, it shall be deemed that such Bidders do not intend to modify their Proposal on the basis of the Addendum and the Addendum shall be deemed to have been taken into account. ITPO assumes no responsibility for the failure of a Bidder to submit the Bid in accordance with the terms of the revised Bid Documents or for any consequent losses suffered by the Bidder.
- iii ITPO is issuing the Service Agreement as specified in Definitive Format-1 of Section III hereto to all the Bidders as part of this RFP.
- iv **Clarifications**
- (a) Each Bidder shall peruse this RFP in its entirety (especially the Service Agreement) carefully as it contains legal and business terms and other information which each Bidder must review in order to submit a responsive Proposal.
  - (b) A Bidder requiring any clarification(s) on this RFP may notify ITPO in writing, within the time specified in the Bid Process Schedule, by e-mail to the e-mail address specified in Clause 4.2 [*BidProcessDetails*] of Section I, in the following format:

S. no	RFP Section/ Document and Clause	Existing Provision	Clarification required	Rationale

- (c) ITPO will respond to any request for clarification(s), only if it receives the same in writing within the time permitted in the Bid Process Schedule. Copies (by way of email) of ITPO's response, including a description of the clarification(s) sought, shall be put up on ITPO's website [www.indiatradefair.com/CP](http://www.indiatradefair.com/CP) portal for information of all the Bidders in the manner as set out under the RFP.
- (d) Nothing in this Clause shall be read as compelling ITPO to respond to any request or clarification(s). ITPO shall make reasonable efforts to respond to the queries or requests for clarifications, on a non-attributed basis, on or before the date mentioned in the Bid Schedule. However, ITPO reserves the right not to respond to any query or provide any clarification, in its sole discretion and in case of any discrepancy, the Bid Documents and the Service Agreement would prevail over the responses provided by ITPO.
- (e) A Pre-Bid conference of the Bidders shall be convened at the designated date, time, and place. A maximum of 2 (two) representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder. All Bidders shall be invited to attend the Pre-Bid conference at the date, time and place to be notified by

ITPO by e-mail to the e-mail address provided by the registered Bidders.

During the course of Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of ITPO. ITPO shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive bidding process.

- (f) ITPO may *suo-motu*, if deemed necessary, issue clarifications to all the Bidders. Verbal clarifications and information given by ITPO or any other Person for or on its behalf shall not in any way or manner be binding on ITPO.

#### **v Proposal Submission**

The Proposal, complete in all respects, must be submitted online at CPPP website: <https://eprocure.gov.in/eprocure/app> before the Bid Close Date, in the manner as specified in Clause 6 [*Proposal*] of Section I. ITPO may, at its discretion, advance or extend the Bid Close Date.

### **8.3 Evaluation Phase**

- i.** During the evaluation phase of this RFP, ITPO shall first open the Technical Proposal, analyze and evaluate them.
- ii.** ITPO may ask for any clarification(s)/supplementary information at any point of time during the Bid Process, including but not limited to cases of insufficiency of the Proposal, and the Bidder shall provide such clarifications/supplementary information with supporting documents within the time prescribed by ITPO in this regard.
- iii.** Each Proposal shall be evaluated, according to the following process:
  - (a) Confirmation of the Eligibility Criteria of the Bidders: Please note that Technical Proposal of only such Bidders who have satisfied the Eligibility Criteria, mentioned in the RFP shall be evaluated by ITPO.
  - (b) Technically qualified Bidders shall be required to prepare and make a technical presentation in accordance with Clause 8.3(iv) below.
  - (c) Financial Proposal of Bidders who have successfully cleared the Technical Presentation stage shall be opened and evaluated in accordance with the Evaluation Criteria. Financial Proposal of Bidder who has not satisfied the technical criteria shall not be opened by ITPO.
  - (d) The award of the Agreement shall be based on the evaluation by ITPO of the Financial Proposal as per Clause 8.3 (v) below.
- iv. Technical Presentation**
  - (a) The Bidder who qualifies as per criteria given in Schedule-I in each category as stated above only will be asked to make a technical presentation before a Technical Evaluation Committee appointed by the GOI/ITPO on the scheduled date and time

(to be intimated to the qualified Bidders by email).

(b) Criteria for evaluation of the Bidder for Technical Presentation

S.No	Description	Marks
1.	Experience	20
2.	Manpower Credentials	20
3.	Financial Strength	10
4.	Approach and Methodology	50
<b>Total</b>		<b>100</b>

Note:

- (i) Criteria for evaluation of technical performance is given in Proforma I.
- (ii) To become eligible for qualification, the bidder must secure at least 70% (Seventy Percent) marks in aggregate.
- (iii) Proposals will be ranked according to their Final Composite Score (FCS) marked out of 100 marks which shall be calculated by assigning a weightage of 70% to Bidder's Technical Score (TS) and a weightage of 30% to bidder's Financial Score (FS).
- (iv) The final selection of the Agency would be based on combined evaluation of technical (T) and financial (F) scores through Quality and Cost Based Selection (QCBS) process, with following weightages allocated to technical and financial scores:

Technical–70%

Financial–30%

- (v) An Evaluated Bid Score (B) will be calculated for each responsive Bid using the following formula, which permits a comprehensive assessment of the Bid price and the technical merits of each Bid:

$$B = [(F_{low} / F) \times 0.30] + [(T / T_{high}) \times 0.70]$$

Where

F = Evaluated Bid Price

Flow = the lowest of all Evaluated Bid Prices among responsive Bids

T = the total Technical Score awarded to the Bid

Thigh = the Technical Score achieved by the Bid that was scored best among all bids

- (vi) The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as B-1 followed by the proposals securing next lesser marks as B-2 and so on for B-3, B-4 etc. In the event two or more bids have the same score in final ranking,

the bid with highest technical score will be B-1.

The Technical evaluation committee will give marks out of maximum of 100 to all the prequalified Bidders. The Bidders who get more than 70 marks will be declared as “technically qualified” and their Financial Proposals will be opened.

**v. Submission of Financial Proposal**

- (a) Bidder shall download the Excel for Financial Proposal from e-portal.
- (b) Bidders shall fill the Excel and upload the Financial Proposal on e-portal.

Note – Financial Proposal shall be submitted ONLINE ONLY

**vi. Combined and Final Evaluation**

- a. Final scores shall be arrived at by adding individual score obtained in technical and financial evaluation. Selected Bidder shall be the Applicant having the highest combined score.
- b. Final Evaluation Criteria - Quality and Cost Based Selection (QCBS): 70% weightage will be awarded for Technical Evaluation and 30% weightage will be awarded for Financial Evaluation. Composite Score (S) =  $T_s * 0.70 + F_n * 0.30$

Total score will finally be ranked and the Bidder getting the highest score shall be selected for award of the Agreement (the “**Selected Bidder**”). If the Bidder getting the highest score withdraws his bids or does not sign the Service Agreement for any reason, ITPO may, in its, discretion, annul the Bidding Process and the selected bidder's Bid Security shall be forfeited and Bidder **shall be debarred for such a period as deemed fit by ITPO from entering into any kind of association with ITPO.**

**8.4 Intimation of change**

Each Bidder shall forthwith, from time to time, intimate to ITPO by e-mail on the e-mail address specified in Clause 4.2 [*Bid Process Details*] of Section I:

- (b) if the Bidder becomes insolvent or winding up petition against such Bidder has been filed in the jurisdictional Court; or
- (c) if a provisional liquidator, receiver or manager of the Bidder is duly appointed; or
- (d) if the Bidder has entered into any arrangement or composition for the benefit of its creditors; or
- (e) if the Bidder suffers any distress or execution to be levied upon its assets; or
- (g) change in the registered office address and/or corporate office address of the Bidder.



## 9. CONDITIONS OF AWARD OF CONTRACT

- 9.1 ITPO shall, at its sole discretion, issue a Letter of Intent to Award (LOIA) to the Selected Bidder after the conclusion of the Bid Process as contemplated in this RFP. The issue by ITPO of a Letter of Intent to Award accepting the Proposal and the acceptance of the Letter of Intent to Award by the Selected Bidder shall create binding obligations upon the Selected Bidder to fulfill the conditions as specified in this RFP, the Letter of Intent to Award and Letter of Award, including the execution of the Service Agreement in the prescribed format and within the prescribed time, all to the satisfaction of ITPO. The Letter of Intent to Award will be handed to the Selected Bidder or posted to the Selected Bidder's address as given in the Proposal and such handing or posting shall be deemed good service of such a notice. **Non acceptance of the Letter of Intent to Award by the Selected Bidder within the time prescribed therein shall lead to forfeiture of Bid Security of such Selected Bidder and the Selected Bidder will be debarred for such period as deemed fit by ITPO from entering into any kind of association with ITPO.** The Bidder shall submit to ITPO the Performance Security based upon the details specified in the Proposal within 15 (fifteen) days of issue of LOIA. After receipt of the Performance Security, ITPO shall issue the Letter of Award.
- 9.2 **The Selected Bidder shall, within 7 (seven) days or such other date as may be decided by ITPO, from the date of issue of the Letter of Award, fulfill all the conditions specified in the Letter of Award to the satisfaction of ITPO** (unless any of the conditions are waived in writing by ITPO) including the following:
- i. Providing ITPO with certified true copies of approvals supporting that the Selected Bidder (i) is an entity validly existing and incorporated under the Applicable Laws; (ii) has the requisite authorizations to execute the Service Agreement (if the Selected Bidder is a Consortium then both entities bidding shall be required to submit such authorizations).
  - ii. Providing to ITPO such documents/ information as may be required under this RFP.
- 9.3 Subject to fulfillment of the conditions specified in Clause 9.2 above, the Selected Bidder shall execute the Service Agreement, within 7 (seven) days from the date of the Letter of Award, unless extended by ITPO at its sole discretion. If the Selected Bidder is a Consortium, then both members of the Consortium shall execute the Service Agreement with ITPO.
- 9.4 Without prejudice and in addition to the rights of ITPO to invoke the Bid Security as provided elsewhere in this RFP, the Bid Security shall be liable to be forfeited in favour of ITPO in case the Selected Bidder fails to fulfill any of the conditions of award within the time stipulated in this RFP, the Letter of Intent to Award and/or the Letter of Award.
- 9.5 In case the Selected Bidder fails to execute the Service Agreement as stated above, at the sole discretion of ITPO, ITPO may withdraw/terminate the Letter of Intent to Award forthwith, and the Bid Security of such Selected Bidder shall be forfeited, and the selected bidder will be debarred for such period as deemed fit by ITPO from entering into any kind of association with ITPO.
- 9.6 The selected bidder shall confirm to the timelines as specified above for award of work:

S. No.	Description	Timeline
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<b>1</b>	Submission of Performance Bank Guarantee	Within 7 days of LOIA
<b>2</b>	Signing of Service Agreement	Within 7 days of LOA

*The time periods specified in the table above are indicative and ITPO may at its sole discretion decide to extend the specified time periods.*

## 10. SPECIFIC CONDITIONS OF RFP

### 10.1 Rights of ITPO

ITPO reserves the right to, without limitation, without incurring any obligation or liability vis-à-vis any Bidder and without expressing any cause or reason thereof, at any time and at its sole discretion to:

- i amend/modify and/or supplement this RFP (in whole or in part) and/or the Bid Process or the dates or other terms and conditions relating thereto suspend /withdraw and/or cancel the Bid Process.
- ii retain any information, documents and/or evidence submitted to ITPO by and/or on behalf of any Bidder.
- iii independently verify, disqualify, reject and/or accept any and all documents, information and/or evidence submitted by or on behalf of any Bidder.
- iv pre-qualify or not to pre-qualify any Bidder and/or to consult with any Bidder in order to receive clarification or further information, including information and evidence regarding its continued eligibility and compliance with the financial capacity requirement at any stage of the Bid Process.
- v. reject a Bid, if:
  - (a) at any time, a material misrepresentation or incorrect or false information is made or uncovered;
  - (b) the Bidder in question does not provide, within the time specified by ITPO, the supplemental information sought by ITPO for evaluation of the Bid; or
  - (c) the Bid does not meet the validity requirement as set out in the RFP.
- vi reject any, or all, of the Proposals, annul the Bid Process at any time, without any liability or any obligation for such acceptance, rejection, or annulment and without assigning any reasons whatsoever to any Person, including the Bidders.
- vii not invite anyone, more or all of Bidders to proceed further; and/or
- viii not furnish Bidders with additional information.

### 10.2 Single Proposal

Each Bidder can submit only 1 (one) Proposal under one of the Structures as set out in Schedule-I.

### 10.3 Waiver of immunity

- i The Bidder shall not have any special privilege or immunity from any process of the courts or judicial authorities in India, or if they have any such special privilege or immunity, such Bidder shall certify that such privilege or immunity has been waived.
- ii Each Bidder shall be subject to the jurisdiction of the courts in New Delhi.

### 10.4 Right of verification

ITPO reserves the right to verify any or all statements made by the Bidders in response to this RFP and to inspect the Bidder's facility if necessary to establish to the satisfaction of ITPO about the capacity and capability of the Bidder to perform the obligations under the Service Agreement. This right of ITPO shall subsist even after the finalization of the Selected Bidder.

### 10.5 Collusive bidding

The Bidders, the respective members / shareholders / officers, employees, agents and advisers of each of these entities shall not engage in collusive bidding, anti-competitive conduct or any other similar conduct, in any form or manner, with any other person in relation to the preparation or lodgment of Proposal or otherwise in any aspect of the Contract.

### 10.6 Corrupt practices

Bidders and their respective officers, employees, agents and advisers shall observe ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, ITPO may reject an application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

Without prejudice to the rights of ITPO under Clause 10.1 hereinabove, if a Bidder is found by ITPO to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or RFP issued by ITPO during a period of 3 (three) years from the date such Bidder is found by ITPO to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

**“Corrupt Practice” means**

- (i) The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of ITPO who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOIA and LOA or has dealt with

matters concerning the Service Agreement arising there-from, before or after the execution thereof, at any time prior to the expiry of two years from the date such official resigns or retires from or otherwise ceases to be in the service of ITPO, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process).

- (ii) appointing or engaging in any manner whatsoever, whether during or after the Bid Process or after the execution of the Service Agreement, as the case may be, any Person in respect of any matter relating to the consultancy Services, who at any time has been or is a directly or indirectly appointed legal, financial or technical advisor of the GoNCT or ITPO on any matter concerning the consultancy Services.
- (iii) For the avoidance of doubt, this restriction shall not apply where such adviser was engaged by the Bidder or any of its Affiliates in the past, but its assignment expired or was terminated at least 18 (eighteen) months prior to the date of issue of the RFP. Nor will this restriction apply where such adviser is engaged after a period of 2 (two) years from the date of signing of the Service Agreement.
- (iv) **“Fraudulent practice”** means a misrepresentation or omission of fact or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process.
- (v) **“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 Bidding Process.
- (vi) **“Undesirable practice”** means establishing contact with any person connected with or employed or engaged by ITPO with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or having a Conflict of Interest.
- (vii) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

The Service Provider shall execute an Integrity Pact with ITPO which is to be submitted by the Bidder as a part of Financial Proposal documents and also to be signed by the Selected Bidder after issuance of LOIA by ITPO, prior to the LOA being issued.

#### **10.7 No recommendations**

After the Bid Close Date has elapsed and until the issue of the Letter of Intent to Award, the Bidder shall not contact ITPO or its CMD, ED officers, employees, consultants on any matter related to the Proposal. Any effort on the part of the Bidder to influence ITPO in the examination, evaluation, ranking of Proposal, and recommendation for award under this RFP may result in the rejection of the respective Bidder’s Proposal.

#### **10.8 Confidentiality**

Information related to the examination, clarification, evaluation, and comparison of the Proposal and recommendations for the issuance of Letter of Intent to Award shall not be disclosed to any Bidder or other persons not officially involved in such process even after the award to the Selected Bidder has been announced. Any effort by the Bidder to influence ITPO on processing the decision of the award of the Contract, shall result in the rejection of its Proposal. At no time shall ITPO be under any obligation to publish any of the Proposals that ITPO may have received towards the Bid Process.

#### **10.9 Non-binding on ITPO**

This RFP does not bind ITPO, and the information provided herein is merely indicative in nature. The Bidders are advised to conduct a due diligence with respect to the information provided herein. ITPO shall not under any circumstances be responsible for any costs incurred by any Interested Party, Bidder, the respective officers, employees, agents and advisers of each of these entities, involved in the Bid Process irrespective of whether ITPO actually proceeds with such award or not.

#### **10.10 Notices and Correspondences**

- i All queries and clarifications in respect of this RFP shall be addressed by a Selected Bidder to ITPO by email, in the manner as provided for under Clause 8.1(iv) [*Clarifications*] as may be applicable.
- ii Any notice or demands or communication to be made by any Bidder/ Selected Bidder to ITPO pursuant to this RFP and the Bid Process shall be addressed by the Bidder to ITPO, through e-mail at the e-mail address set out hereunder:

**ITPO:**

Address: General Manager (works)  
ITPO, Pragati Maidan, New Delhi-110001  
Kind Attn: General Manager (works)  
Email: [info@itpo.gov.in](mailto:info@itpo.gov.in),; [gmprojects@itpo.gov.in](mailto:gmprojects@itpo.gov.in)

- iii Any notice or Addendum or other communication (including response to clarifications as provided for under Clause 8.1 (iv) [*Clarifications*]) issued by ITPO shall be communicated by ITPO through ITPO's website [www.indiatrdaefair.com](http://www.indiatrdaefair.com) /CPP Portal/ by e-mail, for the information of the interested bidders.

#### **10.11 No Liability of ITPO**

ITPO shall not be responsible or in any way liable for any costs, expenses and charges incurred by any Bidder in connection with the preparation and submission of its Proposal or the Bid Process in any manner whatsoever, regardless of the conduct or outcome, cancellation or suspension of the Bid Process.

#### **10.12 Responsibility to familiarize**

It shall be the responsibility of each Bidder to familiarize themselves with all aspects, conditions and requirements of the works and the Location, to interpret rules and regulations made by or on

behalf of ITPO and all laws and regulations of the Republic of India, that may in any manner affect or apply to their respective participation in the Bid Process and implementation of the works to designing, setting up at its own cost and maintaining sites.

#### **10.13 Additional Parties**

The Selected Bidder should note that this Contract is not of an exclusive nature and ITPO reserves the right to identify, when necessary, additional parties other than bidder at any time during the Bid Process in order to achieve its commercial objectives and principles.

#### **10.14 Ownership of Documents**

All documents submitted by the Bidder in response to this RFP shall become the property of ITPO. However, intellectual property in the information contained in the Proposal submitted by the Bidder shall remain vested in the Bidder. This Clause is without prejudice to any provision to the contrary in any subsequent contract between the Bidder and ITPO.

#### **10.15 Jurisdiction of courts**

Only the courts at New Delhi, India shall have exclusive jurisdiction to entertain, hold trial, and adjudicate upon any dispute.

#### **10.16 Governing laws**

This RFP and all the entities participating in the Bid Process shall be governed by the laws of Republic of India, without having regard to its principles of conflict of laws.

#### **10.17 Site visit and verification of information**

Applicants/Bidders are encouraged (or advised) to submit their respective Proposals after fully familiarizing themselves with the environment and ascertaining for themselves the actual on ground conditions, visitor volumes, location, surroundings, availability of power, water and other utilities, access to the BM-CC, handling and storage of materials, weather data, applicable laws and regulations and Security Agencies requirements, and any other matter considered relevant by them. Each Bidder should, therefore, conduct its own assessment, due diligence and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP.

#### **10.18 Return of EMD**

1. The EMDs of successful Bidder/s shall be returned / refunded after furnishing Performance Bank Guarantee as required in this RFP.
2. EMDs furnished by all unsuccessful Bidders will be returned on the expiration of the bid validity / finalization of successful Bidder, whichever is earlier.

#### **10.19 Forfeiture of EMD**

1. The EMD made by the bidder will be forfeited if:

2. Bidder withdraws its bid before opening of the bids.
3. Bidder withdraws its bid after opening of the bids but before Notification of Award.
4. Selected Bidder withdraws its bid / Proposal before furnishing Performance Bank Guarantee.
5. Bidder violates any of the provisions of the RFP up to submission of Performance Bank Guarantee.
6. Selected Bidder fails to accept the work within five days from the date of receipt of the LOIA. However, ITPO reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.
7. Bidder fails to submit the Performance Bank Guarantee within stipulated period from the date of acceptance of the LOA. In such instance, ITPO at its discretion may cancel the bid on the selected Bidder without giving any notice.

## SCHEDULE-I: ELIGIBILITY CRITERIA AND DOCUMENT LIST

The Eligibility Criteria to be met under this RFP is categorised as follows:

A. General (mandatory for all Bidder);

Bidders may submit their Proposals as a sole bidder:

(A) Minimum Eligibility Criteria

S. No.	Qualification required	Documentary Evidence
1	i. Should be a company registered under the provisions of the Companies Act, 1882/1956/2013 or Limited Liability Partnerships Act, 2008. ii. Registered with the Income Tax Authorities iii. Registered with GSTIN iv. Should have been in business in this field at least for last 5 (five) years as on 31 <sup>st</sup> March 2023	i. Copy of certificate of incorporation along with name change if any ii. Copy of PAN Card iii. Copy of GST registration certificate
2	Average annual financial turnover for the last 5 (five) years should be Rs. 10 Crores or above.	Certificate from the chartered accountant. The details relating to the total financial turnover, must be provided as per the format given in this RFP at Section II Form A Part A-1
3	The firm should have completed or substantially completed (i.e. 80% of the fees received) the following project consultancy jobs ending 31 <sup>st</sup> Jan 2024  a) One consultancy project of similar nature with cost of project of Rs. 500 crore each  OR  b) Two consultancy projects of similar nature with the cost of a project of Rs. 250 crore each  OR  c) Three consultancy projects of similar nature with the cost of a project of Rs. 150 crore each	Certified copy of work order and/or completion certificate issued by the client on the letter head of the company
4	The bidding firm should have a positive net worth as on 31 <sup>st</sup> March 2023	CA Audited Financial Report for the FY 2022-23
5.	The Bidder is required to have an office in New	Government Address Proof



S. No.	Qualification required	Documentary Evidence
	Delhi / NCR	
5.	The Bidder should not have been blacklisted or made ineligible by the GOI from participating in future bids due to unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or any other reasons, as on date of submission of the Proposal.	Certificate duly signed by an authorized signatory of the Bidder as per Section II Form E of this RFP

**C) (D) Other points**

1. The Bidder must meet all the relevant experience.
2. The Bidder is required to provide ITPO a self-certificate in relation to the following conditions:
  - (i) There is no pending, active, or previous legal action that prevents the Bidder from submitting the Proposal(s) and executing the Service Agreement(s) or fulfilling the conditions of the Service Agreement.
  - (ii) The Bidder or any of its Affiliates (directly or indirectly) are not engaged in any dispute / litigation / arbitration with ITPO. The Bidder has not currently been debarred/ blacklisted by ITPO or any other Central/ PSUs/ Autonomous Bodies etc.
  - (iii) There are no dues/payments pending to be made to ITPO in relation to invoices raised under or pursuant to any existing contracts between ITPO and the Bidder as on the date of submitting the Proposal.

**D) Selection of Bids based on Eligibility Criteria**

1. The Proposals submitted under will be opened and evaluated by ITPO. The Bidders which meet the Minimum Eligibility Criteria will be called for the Technical Presentation. Financial Proposals shall only be opened for bidders scoring a minimum of 70 marks (out of 100 marks) in their Technical Proposal.
2. Maximum of top three bidders who score 70 marks or above in the technical evaluation criteria will be declared as technically qualified. In case the three bidders do not score 70 marks and above, then the total score of qualifying marks shall be reduced by 10 marks.
3. The Bidder scoring the Highest score as per QCBS method shall be selected for award of the Service Agreement (the "Selected Bidder").

**(LIST OF SUPPORTING DOCUMENTS TO BE SUBMITTED ALONG WITH TECHNICAL BID ON CPP PORTAL)**

1. All documents/forms as mentioned in Schedule-I
2. Duly certified profile of the Bidder along with the certified true copies of the current shareholding pattern of the Bidder.
3. Certified true copy of the certificate of incorporation / registration of business name from the concerned registrar of companies or the relevant governmental authorities.
4. Certified true copies of the documents pertaining to the constitution of the Bidder such as Certification of Incorporation, Certificate of Incorporation subsequent to change of name if any, Memorandum of Association and the Articles of Association.
5. Certified true copies of the audited financial statements of the Bidder and certificate from Statutory Auditors or Chartered Accountant for the preceding 5 financial years showing annual turnover as requirements of Schedule-I.
6. Duly certified list of board of directors/partners/persons in charge of the operations of the Bidder along with the following details (i) name (ii) age (iii) address (iv) qualification and (v) experience, PAN, GST, DIN, CIN, TAN, etc.
7. Integrity Pact as per Annexure II.
8. Non-Disclosure Agreement as per Annexure III

**(PART-B: LIST OF SUPPORTING DOCUMENTS TO BE SUBMITTED AS HARD COPY TO ITPO)**

1. Bid Processing Fee
2. Original DD/proof of NEFT/ RTGS for Bid security
3. Authorization in favor of the authorization signatory

## SCHEDULE-II: EVALUATION CRITERIA

The evaluation of the Technical and Financial Proposals submitted by the Bidders shall be done in accordance with the bid submission procedure and disqualification terms defined in Clause No.5 [*Eligibility Criteria*], and Clause No.6 [*Proposal*] and Clause No.8 [*Bid Process*] of the RFP.

S.No	Criteria	Grading Criteria	Sub Marks	Marks
<b>1</b>	<b>Experience</b>			<b>20</b>
1.1	Number of years' relevant experience (Mechanical, Electrical & Plumbing Experience) of the company	a. Minimum 5 Years as on 31 <sup>st</sup> Jan 2024  b. Beyond 5 years – 1 mark for every additional year subject to maximum of 3 marks	a. 4.5  b. 3	7.5
1.2	Experience of consultancy in similar nature Similar work means design/assessment of Convention Centre, Institutions, Commercial buildings, Office Complex and Hospitals having component of MEP services	a. Sum of project cost = 500 crores.  b. Beyond Rs. 500 crores - 1 mark for every additional project cost of Rs. 500 crores subject to maximum of 2	a. 3.5  b. 2	5.5
1.3	Experience in carrying out Technical Consultancy in building sector	a. Sum of built-up area = 1 lakh sqm  b. Beyond 1 lakh sqm - 0.5 mark for every additional 50,000 sqm subject to maximum of 1.5 mark.	a. 2  b. 1.5	3.5
1.3.1	Experience in carrying out Technical Consultancy in government building sector	a. Sum of project cost = 500 crores.  b. Beyond Rs. 500 crores - 0.5 marks for every additional project cost of Rs 250 crores subject to maximum of 1.5 mark.	a. 2  b. 1.5	3.5
<b>2</b>	<b>Manpower</b>			<b>20</b>

S.No	Criteria	Grading Criteria	Sub Marks	Marks
2.1	Team leaders having B.E / B.Tech (Civil, Electrical, Mechanical) with diploma, master's in construction management and 15 years and above experience in similar projects	a. Min. 3 number of person. b. Beyond 3 numbers - 1 mark for additional 1 number, subject to maximum 2 marks	a. 3 b. 2	5
2.2	Material and MEP expert having experience of 10 years	a. 1 from each field (i.e4) b. Beyond 4 numbers, 0.5 marks foreach additional, subject to maximum of 2 marks.	a. 3 b. 2	5
2.3	Project Engineer - B.E in any engineering discipline with diploma/post-graduation in construction management or with PMP/Prince 2 or equivalent project management certification having experience of 5 years in similar projects	a. Min. 15 numbers b. Beyond 15 numbers, 0.5 marks for each additional, subject to maximum of 4 marks	a. 6 b. 4	10
<b>3</b>	<b>Financial Strength</b>			<b>10</b>
3.1	Average Annual Turnover figure for last five years (India operation only)	a. Avg minimum Rs. 10 Crore. b. Beyond Rs. 10 crore, 1 mark for additional 10 crore subject to maximum of 3 marks.	a. 7 b. 3	5
<b>4</b>	<b>Approach and Methodology</b>			<b>50</b>
4.1	The Bidder shall submit an approach paper in brief on the issues/points mentioned in next column. Bidders shall be called for making presentation before a committee. Bidders are supposed to come with the prospective technical manpower, they intent to put on the job.	Understanding and appreciation of the challenges and complexities involved in the proposed projected and how the bidder's proposal will be beneficial		10
4.2	However, Committee may give one more opportunity to bidder on request of bidder, if they intent to revise their prospective manpower submission.	Tools deployed by the bidder in similar projects, and how these worked to tackle project specific complexities and challenges and their impact and outcomes		5

S.No	Criteria	Grading Criteria	Sub Marks	Marks
4.3	Committee shall give mark in this attribute and same shall be considered for evaluation. Decision of committee in this regard shall be final and binding upon bidder. Note: Bidder shall submit brief while submitting bid in not more than 5 pages	Time plan, Capability building and innovation		5
4.4		Leveraging Global best practices for the monitoring of the project		4
4.5		Capabilities, qualification, educational background and suitability of proposed manpower		25

## **SECTION II: PRESCRIBED SUBMISSION FORMS FOR ALL BIDDERS**

Section II comprises of the following:

- |        |   |   |
|--------|---|---|
| Form A | : | Technical Proposal;and  |
| Form B | : | Financial Proposal  |
| Form C | : | Authorization in favor of the Authorized Signatory                        |
| Form D | : | Part A - Bid Security Submission Form<br>Part B - Client Information Form |
| Form E | : | Letter of Undertaking by the Bidder                                       |

**FORM A: TECHNICAL PROPOSAL**  
**PART A: GENERAL INFORMATION**

*(Following information needs to be provided in relation to Bidder, if applicable. and attach separatesheets, if necessary.)*

**(I) Background Information on Bidder**

1. Name of the Bidder

---

2. Registered Address of the Bidder

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3. Year of incorporation of the Bidder

---

4. Type of Business of the Bidder (with details to be provided)

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5. Name and address of directors /shareholders and the percentage shareholding pattern.(Please attach separate sheet, if necessary).

6. Details of any and all on-going disputes / litigation / arbitration with ITPO either directly or indirectly

**(II) Track Record of Bidder**

1A.

2(a). Audited Minimum Annual Turnover in business as per the form attached:

2(b). The Bidder is financially capable of carrying out/participating in the Proposal(Yes/No)\_\_\_\_\_.



**PART A-1-Financial Capacity for Minimum Eligibility Criteria (Refer: SCHEDULE-I: ELIGIBILITY CRITERIA AND DOCUMENT LIST)**

Sr. No.	Particulars	FY 2022-23	FY 2021-22	FY 2020-21	FY 2019-20	FY 2018-19	Average of last Five Years
		Amount in INR (Cr)	Amount in INR (Cr)	Amount in INR (Cr)	Amount in INR (Cr)	Amount in INR (Cr)	Amount in INR (Cr)
1.	Annual Financial Turnover						

Name and Address of Bidder(s) Bank

\_\_\_\_\_

\_\_\_\_\_

FOR BIDDER

FOR STATUTORY AUDITOR / CHARTERED ACCOUNTANT

Seal & Signature of Authorized Representative Seal / Signature of Authorized Representative

[In full and initials]:[In full and initials]:

Name and Title of Signatory:

Name and Title of Signatory:

Name of Bidder:

Name of Certifying Authority:

(Name and seal of the Bidder)

(Name of the Firm and Registration Number)

**PART A-2-List of similar work experience as per Minimum Eligibility Criteria**  
**(Refer: SCHEDULE-I: ELIGIBILITY CRITERIA AND DOCUMENT LIST)**

Sr. No	Name of the Project	Type of Project	Year Completed (MM-YYYY)	Contract Tenure in No. of Months	Cost of Project (Rs. Cr.)	Built-Up Area of Project (Sqm)
	(Complete Name & Address)					
1						
2						
3						

1. Completion Certificate and work order are required to be signed and attached alongwith the form,

FOR BIDDER

Signature of Authorized Representative [In full and initials]:

Name of Bidder:

(Name and seal of the Bidder)

**Details**

## PREScribed SUBMISSION FORMS FOR ALL BIDDERS:

### FORM B: FINANCIAL PROPOSAL

1. I am/We are pleased to submit my/our Financial Proposal inclusive of GST and all taxes royalties, licenses, labourcess etc. in the format provided, as applicable, for providing MEP Assessment Services as provided in RFP and that may be approved and/or notified, in writing, by ITPO from time to time during the Contract Period at Pragati Maidan, New Delhi. **The Financial Proposal is given as a standard BOQ format with the RFP.** The same is to be downloaded and to be filled by all the Bidders. Bidders are required to download the BoQ file, open it and complete the blue coloured (unprotected) cells with their respective financial quotes and other details (such as name of the Bidder). No other cells should be changed. Once the details have been completed, the Bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the Bidder, the Proposal shall be rejected.

We have carefully read and understood the terms and conditions of the RFP and its Annexures and Addendums (if any) issued by ITPO and we are aware that the Bid Security is liable to be forfeited by ITPO, if we fail to execute the Agreement in the manner and within such time as set out under the RFP.

#### Instructions to the Bidders:

- (1) The Bidder shall quote in the format provided as a standard BOQ (Price Bid) format with the tender document.
- (2) Any deviation/ redesign of the form of Financial Proposal shall result in rejection of the Proposal(s), unless the same is pursuant to an Addendum/Corrigendum issued by ITPO.
- (3) All information requested in this form must be complete and accurate. Omission, inaccuracy, misstatement or failure in submitting this Financial Proposal and any required attachments may be cause for rejection of the bid and debarment of the Bidder from participation in any further RFP of ITPO.
- (4) The Financial Proposal (Price Bid) shall be submitted in the standard BOQ format provided with the RFP. The BOQ is to be downloaded and to be filled by all the Bidders. Bidders are required to download the BoQ file, open it and complete the blue coloured (unprotected) cells with their respective financial quotes and other details (such as name of the Bidder). No other cells should be changed. Once the details have been completed, the Bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the Bidder, the Proposal shall be rejected.
- (5) All information requested in this form must be complete, accurate and in the form required. The Bidder must fill in all the blanks and must not delete or alter any statement in the Financial Proposal. Failure to comply fully may be cause for rejection of the RFP.
- (6) Bidders are not allowed to amend the Proposals after the bids are opened and are not allowed to withdraw the Proposal without prior consent of ITPO.
- (7) ITPO reserves itself the right to reject the Proposal without assigning any reason thereto. ITPO does not bind itself to accept the lowest or any Proposal and reserves the right of accepting the

whole or any part of the Proposal and the Bidder shall be bound to provide the services in the manner set out in the Proposal.

Place: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_ Designation: \_\_\_\_\_

\_\_\_\_\_

(Capacity in which signed)

Full Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**[The information entered by the bidder should be typed in English]**

**Form:Letter of Undertaking by The Bidder**

*[This undertaking shall be provided by the Bidder] [On the letter head of the Bidder]*

**[Date]** \_\_\_\_\_

**Subject:** RFP for Selection of Provider for Technical Audit of the MEP Services Executed in Convention Center at Bharat Mandapam, Pragati Maidan, New Delhi

Capitalized terms used herein and not defined shall have the meaning ascribed to them under the Request for Proposal dated **REFER DATA SHEET POINT XX** ("RFP").

We *[please insert the full name of the Bidder]* hereby declare and confirm that we have read and understood all the terms and conditions of the RFP including the specific conditions of RFP, the Schedules and the Annexures therein and we hereby confirm the said terms and conditions are acceptable to us.

We declare and confirm that we satisfy, and are compliant with, the Eligibility Criteria as set out under Schedule-I to the RFP.

We undertake to execute the Service Agreement in the manner and within such period as may be required by ITPO and further undertake to abide by the terms and conditions of the Letter of Intent to Award and the Service Agreement, in case we are declared as Selected Bidder.

We declare that there is no pending, active, previous or threatened litigation against us in relation to or in connection with the operation being run by us across India or anywhere else that (i) materially affects our subsistence; or (ii) would prevent us from making the Proposal or executing the Service Agreement and fulfilling the terms and conditions of the same in the event that we are the Selected Bidder.

We further declare and confirm that we have never been debarred/ blacklisted by ITPO or any Govt Department/PSU pursuant to any business activity undertaken with them.

We further declare and confirm that (i) making and submission of Proposal under RFP; (ii) acceptance of Letter of Intent to Award and Letter of Award; as provided in RFP and that may be approved and/or notified, in writing, by the Authority from time to time any other event at Pragati Maidan, New Delhi, does not infringe in any manner, whatsoever the existing contracts that we have entered into as on the date of the RFP.

We confirm that no benefit, either in cash or in kind, has been provided by us to any officer or employee, or any relative/associate of any officer or employee of ITPO or any of its associate companies, in order to secure the Contract, and undertake not to provide any benefit, either in cash or in kind, to any such officer/employee/relative/associate as a reward or consideration either for securing the award or any other matter relating to this RFP.

We accept that in the event that the documents submitted by us along with the Proposal are found by ITPO to be inadequate/ false/ incorrect/misleading/ incomplete, the Proposal may be rejected by ITPO without assigning any reasons thereof. In addition, ITPO reserves its right to prohibit us from participation in any further tenders/bids of ITPO.

We acknowledge that ITPO reserves itself the right to reject the Proposal without assigning any reason thereto. We further acknowledge that ITPO is not bound to accept the lowestorany Proposal.

We acknowledgethat ITPO may share the Proposaland any other informationprovided by us during the Bid Process or at any time thereafter with its advisors and agents, and we consent to the same.

Upon being issued the Letter of Intent to Award, we undertake to (a) fulfill the conditionsspecified in the Letter of Intent to Award; (b) furnish the Performance Bank Guarantee; (c) such other undertakings as are prescribed to be issuedunder and in accordance with the Service Agreement, the Letter of Intent to Award and/or the Letter of Award; (d) execute the ServiceAgreement upon completion of the conditions specified in the LetterofIntent to Award; (e) ensure compliance with our obligations as per the terms and conditionsof the Agreements and be liable and responsible for such compliance.

We confirm that this RFP is confidential and personal to us and we will not disclose any information set out in this RFP to any person, association of persons or body corporate, except as permitted by ITPO.

[Nameof theBidder]

Address :

Tel no (Office):

**Authorized Signatory**

Name and Designation:

## 11. SERVICE AGREEMENT

### 11.1 General Terms of Service Agreement

This Service Agreement (“Agreement”) is executed at New Delhi on this \_\_\_ day of \_\_\_\_\_ 2024

#### BETWEEN

India Trade Promotion Organization, a company incorporated under the Companies Act, 2013, having its registered office at, \_\_\_ New Delhi -110001 (hereinafter referred to as “**First Party**” (or “ITPO”) which expressions shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns), acting through its authorized signatory, \_\_\_\_, party of the First Part;

#### AND

M/ \_\_\_\_, a company incorporated under the Companies Act, 1956 /2013, having its registered office at (hereinafter referred to as the “**Second Party**” acting through its authorized signatory, duly authorized vide board resolution dated \_\_\_\_\_, party of the Second Part;

The Second Party is referred to as the “**Service Provider(s)**”. References to Service Provider under this Agreement shall be deemed to be references to the relevant Service Provider engages to provide MEP Assessment Services, respectively, as the context may require.

ITPO and the Service Providers are collectively referred to as the Parties and individually as the Party wherever the context so requires.

#### WHEREAS

- 1.1 ITPO intends to engage Service Providers for Selection of Service Provider for Technical Assessment of the MEP Services Executed in Convention Center at Bharat Mandapam, Pragati Maidan, New Delhi, so as to receive world-class, safe and secure, uninterrupted and best quality services for the property for the G20 Summit being hosted by India, and other related events.
- 1.2 The Service Provider has represented to ITPO that it is a Consultancy firm engaged in Design, reviews, project management and Program management of infrastructure and building projects, a company of international repute and has expertise in the business of design and project management of properties/ buildings including but not limited to services similar to the Scope of Services (as defined hereinafter) and has the necessary infrastructure, latest technology, know-how, skills, experience and fully qualified, trained, and experienced manpower required for performing the Scope of Services on its own.

1.3 The Service Provider hereby represents and provide assurance to ITPO that:

- (i) it shall be able to assume complete control and supervision with regard to its obligations as provided under this Agreement;
- (ii) it is fully competent and entitled under all Applicable Laws (as defined hereinafter), to enter into this Agreement with ITPO on a principal-to-principal basis and shall perform its obligations under this Agreement on a principal-to-principal basis.
- (iii) It is a law-abiding entity and is fully aware of all Applicable Laws and requisite Approvals (as defined hereinafter), as may be required as a Service Provider and also for the purposes of performance of Services hereunder, including its status as a principal "ITPO" under all Applicable Laws including but not limited to labour laws for the property.

1.4 Relying on the representations and assurances of the Service Provider and further to the bid submitted by the Service Provider on [•] in response to the RFP (as defined hereinafter), ITPO has agreed to enter into this Agreement on the terms and conditions contained herein.

1.5 It is understood and has been agreed between the Parties that this Agreement is entered into by and between the Parties as "ITPO/Client" and "Service Provider" and nothing in this Agreement shall create, or be deemed to create, a partnership, joint venture or the relationship of principal and agent, between the Parties.

**NOW THIS AGREEMENT WITNESSETH AS AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN BOTH THE PARTIES AS FOLLOWS:**

#### **11.2 Definitions**

- a) "Applicable Laws" means all applicable laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India or such other territorial jurisdiction outside India, by any authority, including any Governmental Authority, including any revisions, amendments or re-enactments including without limitation statutes, rules, regulations, bye-laws, policies made thereunder, judgments, decrees, injunctions, writs, orders issued by any court of record or other requirement or official directive of any Governmental Authority or any person acting under the authority of any Governmental Authority or any statutory authority, including any notification issued by the Reserve Bank of India or by any Governmental/Statutory Authority, as may be in force and effect during the subsistence of the Service Agreement, including but not limited to Contract Labour (Regulation & Abolition) Act, 1970, Payment of Bonus Act, Minimum Wages Act, Inter State Migrant Workmen (Regulation of employment and Conditions of Service) Act 1979, Provident Fund Act, ESIC Act, The Child



Labour Prohibition and Regulation Act, 1986, Industrial Dispute Act, 1947, Maternity Benefit Act, 1961, Payment of Gratuity Act, 1972, Employee Compensation Act, 1923, Shops and Establishments Act, and other laws related to fire, safety, environment, lift, explosives etc.

- b) “Approvals” means all authorizations, consents, approvals, including any statutory approvals, notifications and permissions and any license, permit, ruling, exemption or other authorization of whatsoever nature which is required to be obtained under Applicable Laws for or in respect of this Service Agreement, and all other approvals as may be required to execute, give effect to, and perform its obligations under this Service Agreement including but not limited to the approvals and consents required from ITPO or any other authority pursuant to this Service Agreement, including any third party approvals as may be required by the Service Provider.
- c) “Applicable Permits” means all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the Scope of Services during the Contract Period;
- d) “Business Day” means a normal working day on which the Parties are ordinarily open for business;
- e) “Building(s)” shall mean the buildings specified in this Agreement at one or more locations and shall include the entire complex, superstructures, erections, plant, machinery, equipment, common areas, facilities, services, maintenance, operations and amenities relating to the Building(s);
- f) “Capital Asset” are core assets installed by ITPO including but not limited to Air Conditioning Chillers, Cooling Tower, AHUs, FCUs, HVAC Main Panels and Starter Panels, Generators, Transformers, HT&LT Panels, UPS, Fire Alarm Panel, BMS- (Building Management System/ Integrated Building Management System (IBMS) Controller, Lifts, Escalators, Pumps (Fire, Water, Sewage and Air Conditioning), Solar Panel System, STP, etc.
- g) “Confidential Information” shall mean all information that is not generally known and which is obtained/received during the tenure of the contract and relates directly to the business of the Parties whether or not such information have any commercial value;
- h) “Communication” between parties are the written and signed letters, notices, reminders, memorandum and instructions recorded in the instruction book or books kept at site.
- i) “Contract” or “Agreement” means this agreement signed between ITPO and Service Provider on [Insert Date].
- j) “Contract Period” shall have the meaning ascribed to it in Clause 11.10.1 below.
- k) “Effective Date” shall mean the date on which this Agreement comes into effect and the site is handed over to the Service Provider for commencement of the Services, as notified by ITPO.
- l) “EPC Contractor” means the Engineering Procurement and Construction Contractor appointed for

the construction and completion of the BM-CC, i.e., Shapoorji Pallonji Qatar W.L.L. (JV). ITPO is in the process of entering into an O&M agreement for 5 years with the EPC Contractor in accordance with the terms and conditions of the existing EPC contract.

- m) “Event Day” shall mean the day of event scheduled to be conducted at BM-CC as notified by ITPO. “Non -event Day” shall mean the day in which no event is scheduled to be conducted at BM-CC.
- n) “Governmental Authority” means any government authority, statutory authority, government department, ministry, secretariat, agency, commission, board, tribunal or court or other law making body/entity having or purporting to have jurisdiction on the parties to the Service Agreement, including the GoI or GoNCT or any other regulatory authority appointed by the GoI or GoNCT having jurisdiction in relation to the subject matter of the Service Agreement under Applicable Laws, Ministry of Commerce and ITPO. “Performance Security” shall have the meaning ascribed to it in Clause 11.1.1.
- o) “Price Bid” shall mean the price bid and bill of quantities submitted by the Selected Bidder in accordance with the RFP, as set out in Annexure [•].
- p) “Project Facility” refers to all the assets owned by ITPO which includes the Buildings, equipment, exhibits, artifacts etc.
- q) “Total Fee” shall mean the total fee quoted by the Service Provider in the Price Bid.

### **11.3 Interpretation**

- 11.3.1 Any reference herein to any recital, clause or annexure is to such recital, clause or annexure to this Agreement unless the context otherwise requires. The recitals and annexures to this Agreement shall be deemed to form part of this Agreement.
- 11.3.2 Any references to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted.
- 11.3.3 The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction, linkage or interpretation of this Agreement
- 11.3.4 Unless the context requires otherwise, words importing the singular include the plural and vice versa, and pronouns importing a gender include each of the masculine, feminine and neutral genders.
- 11.3.5 References to the knowledge, information, belief or awareness of any person shall be deemed to include the knowledge, information, belief or awareness such person would have if such person had made due and careful inquiries.

11.3.6 The words and phrases "other", "including" and "in particular" shall not limit the generality of any preceding words nor be construed as being limited to the same class as any preceding words where a wider construction is possible.

11.3.7 The words "hereof," "hereunder", "herein" and "hereto," and words of like import, refer to this Agreement as a whole and not to any particular Clause hereof.

11.3.8 **Priority of agreements and errors/discrepancies.**

11.3.8.1 This Agreement, the RFP and all other agreements and documents forming part of or referred to in this Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof or referred to herein shall, in the event of any conflict between them, be in the following order:

- (a) Service Agreement; and
- (b) The RFP; and
- (c) All other agreements and documents forming part hereof or referred to herein; i.e. this Service Agreement at (a) above shall prevail over the RFP and the agreements and documents at (c), and the RFP shall prevail over the agreements and documents at (c).

11.3.8.2 Subject to the provisions of this clause, in case of ambiguities or discrepancies within this Agreement, the following shall apply:

- (a) between two or more Clauses of this Agreement and documents forming part of the Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;
- (b) between the Clauses of the Service Agreement and the documents forming part of this Agreement, the Clauses of Service Agreement shall prevail and between Service Agreement and Annexures thereto, the Service Agreement shall prevail;
- (c) between any two Annexures, the Annexure relevant to the issue shall prevail;
- (d) between any value written in numerals and that in words, the later shall prevail.

11.3.9 The word "will" shall be construed to have the same meaning and effect as the word "shall" and vice versa.

11.3.10 The Annexure and Schedules shall form an integral part of this Agreement.'

#### **11.4 Governing Law and Jurisdiction**

11.4.1 This Agreement shall be construed and interpreted in accordance with and governed by the extant laws of India, and the courts at New Delhi shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

#### **11.5 Code of Integrity**

11.5.1 The Service Provider and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bid Process.

11.5.2 Service Provider has signed and submitted the Integrity Pact as part of the RFP Bidding process as per Annexure II of RFP. This Integrity pact shall be in force and shall be binding for the Service Provider during the bidding process and the Contract Period as an integral part of the Service Agreement post commencement of the services.

#### **11.6 Confidentiality**

11.6.1 The Service Provider shall not at any time use or disclose to others any information of BM-CC project and “ITPO” which is considered and/or observed as confidential by ITPO and which is disclosed or provided to the Service Provider under this Agreement.

11.6.2 That Service Provider shall ensure that its personnel shall at no time, without the consent of ITPO, disclose to any person any information relating to the affairs of ITPO which they may have come to know during the course of performing services as per this Agreement.

11.6.3 The personnel(s) of the Service Provider shall not indulge in any activity, of whatsoever nature, which is or which may be damaging to the reputation/goodwill of ITPO and will also maintain secrecy/confidentiality of any task assigned to them from time to time by the Service Provider relating to Scope of Services at the Building(s).

11.6.4 The Service Provider has signed and submitted the Non disclosure Agreement as per Annexure III of the RFP.

#### **11.7 Conflict of Interest**

11.7.1 The Service Provider shall hold the “ITPO’s” interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the Contract Period, a conflict of interest arises for any reasons, the Service Provider shall promptly disclose the same to ITPO and seek its instructions.

11.7.2 The payment of the Service Provider in accordance with this Contract shall constitute the Service Provider’s only payment in connection with this Contract and, the Service Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Service Provider shall use its best efforts to ensure that Personnel

involved shall not receive any such additional payment.

11.7.3 Service Provider and its affiliates shall not become otherwise interested in the Scope of Services in any manner. Service Provider agrees that, during the Contract Period, the Service Provider and any entity affiliated with Service Provider shall be disqualified from bidding and providing consultancy, goods, works, or services resulting from and/or directly related to the Scope of Services for the BM-CC.

11.7.4 Service Provider and its affiliates are strictly prohibited from engaging and participating in any conflicting activities of the business of ITPO conducted inside BM-CC. The Service Provider shall not engage, and shall cause their personnel not to engage, either directly or indirectly, in any business or and their professional activities with the Occupants and Users of ITPO property which shall safeguard any kind of conflict with the activities assigned to them under this Service Contract.

### **11.8 Force Majeure**

11.8.1 “Force Majeure” shall mean the conditions beyond control of either parties like war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God, Pandemic, Act of Government come under the purview of Force Majeure (FM). Delays in performance of contractual obligations under influence of FM conditions are condonable by the other party without any right to termination or damages, provided, notice of the happening of any such event is given by the affected party to the other within 30 (thirty) days from the date of occurrence. Works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist.:

11.8.2 Provided that the same:

- a) materially and adversely affects the performance of an obligation; and
- b) are beyond the reasonable control of the affected Party; and
- c) such Party could not have been prevented or reasonably overcome with the exercise of good industry practice or reasonable skill and care; and
- d) do not result from the negligence or misconduct of such Party or the failure of such Party to perform its obligations hereunder;

11.8.3 If a Party claims relief on account of a Force Majeure event, then the Party claiming to be affected by the Force Majeure event shall, immediately on becoming aware of the Force Majeure event, give notice of and describe in detail: (i) the Force Majeure event(s) that has occurred; (ii) the obligation(s) affected; (iii) the dates of commencement and estimated cessation of such event of Force Majeure and (iv) the manner in which the Force Majeure event(s) affect the Party's obligation(s) under this Agreement. No Party shall be able to suspend or excuse the non-performance of its obligations hereunder unless such Party has

given the notice specified above.

- 11.8.4 The affected Party may suspend the performance of the obligation(s) affected due to a Force Majeure event, upon delivery of the notice of the occurrence of a Force Majeure event in accordance with this Clause provided that the Party claiming to be affected by an event of Force Majeure has established to the full satisfaction of the other Party that it has been materially and adversely affected against performance of its obligations under the Agreement.
- 11.8.5 If Force Majeure event continues for more than 120 (One Hundred Twenty) days either Party shall have the right to terminate this Agreement by giving a notice of termination in respect thereof and the consequence of termination shall follow.
- 11.8.6 While any such prevention or delay continues, the Parties shall continue to comply with their obligations under this Agreement which is/ are not affected by it to the extent that they are able lawfully to do so. Upon cessation of such Force Majeure events the Parties shall resume their respective Performance.

#### **11.9 Dispute Resolution**

- 11.9.1 In the event of any disputes or difference relating to the interpretation and application of the provisions of this Agreement (whether during the performance of the Scope of Services or after their completion), which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an arbitral tribunal consisting of a sole arbitrator, appointed by the Parties mutually. The seat and venue of arbitration shall be at New Delhi, India. The arbitration shall be conducted in the English language. The parties to the dispute will share equally the cost of arbitration as intimated by the arbitrator.
- 11.9.2 During the Contract Period, if any difference/dispute arises between the Parties or any litigation between the Parties is pending before any arbitrator/court/authority relating to the terms and conditions of this Agreement, the Service Provider shall not discontinue the performance of Services unless so desired by ITPO.

#### **11.10 Commencement and Duration**

- 11.10.1 The Scope of Services shall include MEP Assessment Services for the Convention Center at BM-CC, Pragati Maidan, New Delhi. The term of the Service Agreement shall commence from the Effective Date mentioned in Data Sheet. The Contract Period may be extended on mutual agreed rates, terms and conditions subject to satisfactory services by the Service Provider.
- 11.10.2 This Agreement covers the Scope of Services in separate parts for respective items of Service Provider as per the Terms of Reference set out in Section-3 -Scope of Works of RFP.
- 11.10.3 The Service Provider shall depute the requisite manpower and/ or resources by the

Effective Date. The Service Provider shall be entitled to receive the Fee as per the delivery schedule given below:

S.No	Deliverable	Time	Payment %
1.	Submission of Preliminary Report-Part A(Services Report as per Annexure D)	D+15	15%
2	Submission of Preliminary Report-Part B (Services Report as per Annexure C)	D+30	15%
3	Submission of Preliminary Report-Part C (Services Report as per Annexure B)	D+45	20%
2.	Submission of Final Report	D+90	50%

**Note 1:**D would be the date handing over of the Drawings and Details by ITPO to Bidder as enlisted in Annexure-A.

11.10.4 After the expiry of the Contract Period, this Agreement may be renewed/ extended in writing for such further period and on such terms and conditions as may be mutually agreed between the Parties and in such an event, the Parties shall execute a fresh agreement or amend this Agreement.

11.10.5 Should the Service Provider be required to provide any additional services beyond that defined in scope of services under this Agreement, the same shall be eligible for additional payment of fees to be mutually agreed between the Parties.

### 11.11 Performance Security

11.11.1 Within 7 (seven) days from the date of the LOIA, the Service Provider shall have delivered to ITPO an irrevocable and unconditional bank guarantee for an amount equivalent to 5% (Five Percent) of the Total Bid Value (**Performance Security**).

11.11.2 The Performance Security can be provided: (i) as per the form provided in the Definitive Format-2in Section III of the RFP; (ii) through a Demand Draft/ Fixed Deposit Receipt of a Scheduled Bank in favour of the “India Trade Promotion Organization” payable at New Delhi; or (iii) through RTGS / NEFT payments made in the designated bank account of ITPO.

11.11.3 The Service Providers can submit the Performance Security separately such that the aggregate quantum of the securities provided by both Service Providers is as per Clause 11.11.1 above.

11.11.4 The Performance Security shall remain valid and in effect for six months after the end of the Contract Period.

11.11.5 If the Contract Period, for whatever reason is extended, the Service Provider, shall at his

own cost, get the validity period of Performance Security extended, and shall furnish the extended / revised bank guarantee to ITPO at least 15 days before the expiry date of the previously submitted bank guarantee.

### **11.12 Statement of Work**

- 11.12.1 The Service Provider will have full accountability for delivering the Scope of Services and for complying with all requirements defined here and elsewhere in this Agreement. Unless otherwise indicated, all references to “Service Provider” or “Service Provider personnel” in this document are considered to apply equally to employees or Sub Contractors working for or on behalf of the relevant Service Provider. Notwithstanding the appointment of any Sub Contractors to carry out a part of the Scope of Services, both Service Providers shall at all times, remain jointly and severally liable for the performance of their obligations under this Agreement.
- 11.12.2 The Scope of works of RFP, may be reasonably construed as forming part of the Scope of Services or that may be necessary and/or all such other services as are reasonably incidental to the Scope of Services or could reasonably be expected from a competent operator experienced in providing services similar to the Scope of Services.

### **11.13 Best Practices and Quality of Services**

#### **Workforce and Resources Standards**

- 11.13.1 The Service Provider agrees and undertakes to provide Services:
- (i) by assuming complete supervision and control with regard to its obligations as provided under this Agreement;
  - (ii) in proper, efficient and effective manner to the satisfaction of ITPO.
  - (iii) in accordance with internationally accepted standards and industry practice;
  - (iv) in compliance with all Applicable Laws and Applicable Permits (including renewals as required) in the performance of its obligations under this Agreement.
- 11.13.2 The Service Provider undertakes to exercise all due care and diligence at their own cost while deploying the personnel, employees or workmen at the Premises, Building(s), which include inter alia ensuring that no person having a criminal record or a person with dubious character and/ or integrity is deployed at the Building(s). Mandatory police verification is required to be carried out for all the personnel, employees or workmen.
- 11.13.3 The Service Provider shall ensure that the personnel, employees or workmen who are deployed to perform Services at the Building(s) conduct themselves in befitting manner and do not cause/stage or permit any demonstration, nuisance at the Building(s) or do anything which may cause unnecessary disturbance or inconvenience to others at the Building(s).
- 11.13.4 The Service Provider's fee and cost shall be deemed to cover cost of all above items/



provisions.

- 11.13.5 Deployment of manpower on site by the Service Provider during the event or non event days would be based on the prior approval of ITPO. Safety and Security Standards
- 11.13.6 That the Service Provider shall perform the Services in fully safe, secure and compliant manner.
- 11.13.7 That the Service Provider understands and acknowledges the importance of safety and security of the Building(s) and the occupants and assures that the personnel, employees or workmen so deployed by it for rendering/performing Services shall be trained on safety & security aspects including to handle emergencies.
- 11.13.8 The Service Provider shall ensure that its personnel, employees or workmen do not smoke in the Premises and should not be under the influence of liquor, drugs, tobacco or any other forms of intoxicants while working in the Building(s) and shall not receive any gratuity or reward in any shape from anyone.
- 11.13.9 The Service Provider shall ensure that all emergency situations arising on account of fire or safety are dealt with in prompt, efficient and effective manner.
- 11.13.10 That all preventive and safety measures shall be taken by the Service Provider to ensure that no daage to material / Building/person(s)/machinery and or to equipment takes place during the course of performance of the Services or due to any act, omission or commission of the Service Provider.
- 11.13.11 The Service Provider will take effective necessary measures to prevent spread of COVID-19 epidemic and will implement of various measures issued by government time to time while ensuring maintenance of essential services such as housekeeping/ conservancy services & health infrastructure etc.
- 11.13.12 In the event of any restrictions being imposed by the Security agency, ITPO, Traffic or any other authority having jurisdiction in the area on the working or movement of labour /material, the Service Provider shall strictly follow such restrictions and nothing extra shall be payable to the Service Provider on this account.The loss of time on this account, if any, shall have to be made up by generating additional resources etc.
- 11.13.13 No claim whatsoever will be entertained by the department on account of any restriction (s) imposed by the security agencies in execution of work including temporary suspension of work due to VVIP movements.

#### **11.14 Registrations and Compliances**

- 11.14.1 The Service Provider shall at all times abide by the Applicable Law(s) and shall always ensure procurement and possession of all Approvals required from the competent authorities for performance of all obligations hereunder.

### **11.15 Client's Obligations and Rights**

- 11.15.1 The Client/ITPO undertakes during the Contract Period to supply the Service Provider with such information, assistance and documents as the Service Provider may reasonably require enabling the Service Provider to fulfill its obligations under this Agreement.
- 11.15.2 The Service Provider shall proactively assist ITPO for this purpose and shall make available all such records and information required by ITPO for assessing the performance of the Service Provider.
- 11.15.3 ITPO shall have with it the right to withhold the payment of the Service Provider, to the extent of the satisfactory proof of compliance with the requirements of this Agreement or any Applicable Law are not submitted.

### **11.16 Rights of Third Parties**

This Agreement shall not confer any rights or remedies upon any person or entity who is not a Party to this Agreement.

### **11.17 Liability and Indemnification**

The Service Provider hereby indemnifies and undertakes to always hold harmless and keep indemnified and defend ITPO, its affiliates, associate/ group companies and their respective employees, officers, representatives, agents and directors at its cost against all actions, demands, claims, losses, damages, penalty, costs, punishments, consequences and other liabilities arising out of or as a consequence of a failure by the Service Provider to comply with the requirements of this Agreement. The Service Providers shall be liable to indemnify ITPO under this Agreement on a joint and several basis.

- 11.17.1 The Service Provider shall be solely responsible for:
- (i) Ensuring payment of wages/ salaries and other remunerations and benefits to its Personnel in accordance with their term of employment and the applicable laws.
  - (ii) providing the personnel, employees or workmen, regular intervals and all other statutory facilities/benefits during the daily working hours and all other monetary or non-monetary benefits as are applicable under Applicable Laws, at its own cost and expenses.
  - (iii) the work, acts or omissions, all negotiations relating to salaries, wages and benefits of the personnel, employees or workmen, assessments and monitoring of their performance and for all disciplinary matters.
- 11.17.2 That the Service Provider shall obtain insurance in the name of Service Provider for its personnel, employees or workmen at its own cost and expenses for accidents/injuries/death which may occur during the course of performance/rendering of the Services and the Service Provider shall be solely responsible for payment of all

claims /damages/compensation in case of accidents/injuries/death of any personnel, employees or workmen deployed by it for performing/rendering the Services.

11.17.3 That the Service Provider undertakes to defend and protect ITPO and/ or owners of the respective Building(s) against legal, civil, criminal and monetary liabilities arising out of or pursuant to non-performance of its obligations under this Agreement, negligence in the performance of the services, breach of the Agreement, by the Service Provider, or its representatives, Sub Contractors in connection with this Agreement;

11.17.4 The Service Provider hereby indemnifies and undertakes to always hold harmless and keep indemnified and defend ITPO, its affiliates, associate/ group companies and their respective employees, officers, representatives, agents and its directors at its cost against all actions, demands, claims, losses, damages, penalty, costs, punishments, consequences and other liabilities arising out of or as a consequence of:

- (i) breach of any of the terms and conditions of the Agreement by the Service Provider;
- (ii) any acts, commissions, omissions, negligence or contribution of the Service Provider, its officers, representatives, employees, agents, Sub-Contractors relating to any failure to ensure, procure or maintain adequate safety measures under the provisions of this Agreement;
- (iii) Any injury, harm or damage caused to any person, property, material or Building(s) that takes place due to any accident, incident, etc. for whatsoever reason on account of any activity of the Service Provider pursuant to this Agreement;
- (iv) Failure of the Service Provider to comply with any Applicable Laws including but not limited to Contract Labour (Abolition & Regulation) Act, 1970, Employee State Insurance Act, 1948, Employees Provident Fund and Misc. Provisions Act, 1952, Factories Act, 1948, relevant Shops & Establishment Act or any other labour laws as applicable. The Service Provider shall always remain solely responsible for the consequences of such non-compliance as stated herein.
- (v) Failure of the Service Provider in obtaining any requisite Approvals for the purposes of provision of Services required under this Agreement.
- (vi) Infringement of any third party's intellectual property rights on account of any activity carried out by the Service Provider.
- (vii) If ITPO is dragged into any arbitration proceedings, litigation or dispute for any purposes whatsoever between/ amongst the Service Provider and/or its Contractors, sub-Contractors or any third party, persons or entity.

11.17.5 The Service Provider undertakes and assures ITPO that in case ITPO is made a party to

any arbitration, litigation or dispute arising out of or touching upon this Agreement by any person or party, the Service Provider shall at its own expense and cost take all appropriate & necessary steps to defend/resolve such claims/demands/disputes on behalf of ITPO in consultation with ITPO so as to ensure discharge of ITPO free from any such liability. Further, if required, the Service Provider undertakes that it shall fully pay/compensate ITPO in respect of the cost & expenses incurred by ITPO, if any, in defending such claims/ demands/ disputes on account of any court order or otherwise

11.17.6 It is however, agreed between the Parties that the aggregate financial liability of the Service Provider arising out of or in connection with any breach of the terms and conditions of this Agreement by the Service Provider shall not exceed a sum equivalent to the Total Fee. The limitation of liability shall not affect the Service Provider's liability, if any, on account of the following:

- (i) Breach of Applicable Laws by the Service Provider, its officers, representatives, employees, sub-Contractors acting on its behalf;
- (ii) Damage to any third party or person caused by the Service Provider, its officers, representatives, employees, agents, sub-Contractors acting on its behalf; and/or
- (iii) Gross misconduct or willful misconduct on the part of the Service Provider, its officers, representatives, employees, agents, sub-Contractors acting on its behalf.

## 11.18 Termination

11.18.1 It is specifically made clear to the Service Provider that each and every default, breach, non-observance and/or non-compliance of any of the terms and conditions of this Agreement shall be construed to be an event of default liable for consequences stipulated herein. With a view to acquaint the Service Provider, some of the events of defaults are mentioned below, which are merely indicative/illustrative and are not exhaustive and may include other instances of defaults as determined by ITPO:

- (i) Failure by the Service Provider to comply with all relevant norms with respect to electrical safety, fire safety and any other safety norms in contravention of NBC, Bureau of Indian Standards, Specifications/Codes of Practice or relevant international standards, building rules, or any other Applicable Laws or what has been approved by ITPO.
- (ii) Safety of all occupants/ visitors of the Building(s), and the Building(s) itself are of paramount importance and the Service Provider shall perform all acts and deeds necessary for complying with all safety requirements. Upon any such failure of the Service Provider to comply with the aforesaid requirements, the Agreement shall stand terminated forthwith without any prejudice to ITPO's claims against the Service Provider or any other remedies available to ITPO.

- (iii) In the event the Service Provider fails to maintain its corporate/ juridical existence during the Contract Period, or the Service Provider files a petition for being declared as insolvent and/ or fails to maintain its corporate/ juridical existence and/ or is adjudicated as insolvent, then the Agreement shall stand terminated forthwith.

11.18.2 Further, this Agreement shall stand terminated in the event of:

- (i) any representations made by the Service Provider under this Agreement or during Bid process, are found to be incorrect, false or misleading;
- (ii) any deterioration below the agreed standard of service as per the terms of the Service Agreement is observed or reported;
- (iii) Service Provider fails to comply with any Applicable Laws and provisions on the Code of Integrity in Clause 11.5 above;
- (iv) any labour unrest, formation of any union/association by the personnel(s) deployed / deputed at the Building(s), labour problems between the personnel and the Service Provider or any such other problem(s) involving the personnel;
- (v) any other acts, deeds or things which the Service Provider may commit or fail to perform in terms of this Agreement or any other document, if any, or as required pursuant to this Agreement which in the opinion of ITPO amounts to an event of default and the Service Provider agrees and confirms that the decision of ITPO in this regard shall be final and binding on the Service Provider and the Service Provider fails to rectify/cure to the satisfaction of ITPO any default specified in this Agreement, within 7 (seven) days of being intimated of such default by ITPO.

11.18.3 ITPO shall have the right to terminate this Agreement, without assigning any reasons whatsoever, by giving an advance written notice of 15(Fifteen) days to the Service Provider.

11.18.4 In case of expiry/termination of this Agreement:

- (i) The Service Provider shall comply with the post termination obligations of the Service Provider as may be specified by ITPO in its termination notice;
- (ii) All payments of the Service Provider up to the date of expiry/termination of this Agreement, as the case may be, shall be cleared only when the Service Provider complies with its post termination obligations specified under the termination notice and/ or this Agreement;
- (iii) The Service Provider shall handover all documents, data, information (i) handed over by ITPO; (ii) developed or collected by ITPO, during the Contract Period or before execution hereof and obtain a handover & no dues certificate from ITPO.

- (iv) The Service Provider shall be required to execute such documents and/ or do such acts, deeds and things as may be required for seamless transition and continuous operations, management and maintenance of the Buildings.

11.18.5 ITPO and Service Provider, both shall have the right to terminate this Agreement, without assigning any reasons whatsoever, by giving an advance written notice of 15 (fifteen) days.

### **11.19 Payments and Reconciliation**

- 11.19.1 In consideration of the Services performed by the Service Provider in accordance with the provisions of this Agreement, ITPO agrees to pay to the Service Provider the Fee in accordance with the Clause 11.15 above and Price bid.
- 11.19.2 Payment shall be made by ITPO only after verification of invoices raised by the Service Provider within 15 days from the date of receipt of the invoice(s) subject to attachment of all the required supporting documents along with invoices including prior approvals of ITPO, if any, so required; and further subject to there being no objections being raised by ITPO.
- 11.19.3 All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down
- 11.19.4 Further, the Service Provider shall, with each invoice, submit a 'no pending claims' certificate for each preceding month issued by its authorized signatory. The Service Provider shall not raise any invoice or make any claim with respect to any item which is not covered under the approved cost.
- 11.19.5 In case of any gap found in the evidence so provided and receipts from Service Provider, the equivalent amount of the gap so found shall be deducted from the succeeding payables in any form to the Service Provider.
- 11.19.6 Payments by ITPO shall be subject to deductions/penalties as provided in Annexure I of this RFP.
- 11.19.7 All payments shall be subject to deduction of TDS as applicable in accordance with the Applicable Laws.
- 11.19.8 The Service Provider undertakes to mention GST separately in all invoices submitted for payment to ITPO.
- 11.19.9 The value quoted by the Service Provider in the Price Bid is all inclusive, except that GST will be payable as per the prevailing rates. and shall not be subject to any change or escalation at any time during the Contract Period,

### **11.20 Cost corrections and Increments**

- 11.20.1 Total Fee shall be valid for the Contract Period subject to revision, if any, only due to reasons described in following clauses.
- 11.20.2 The incremental fee revisions during the tenure of Service agreement shall be based on the following factor only:
- (i) Any change mutually agreed, between ITPO and Service Provider.

#### **11.21 Miscellaneous**

- 11.21.1 The Service Provider shall be provided with an office space inside the premises.
- 11.21.2 That failure of either party to this Agreement to enforce at any time or for any period of time, all or any provision(s) of this Agreement shall not be construed to be waiver of such provision(s) or of the right thereafter, to enforce all or any such provision(s) of this Agreement.
- 11.21.3 That if any provision(s) of this Agreement shall be determined to be void or unenforceable under any law, such provision(s) shall be deemed amended or deleted to the extent necessary to conform to Applicable Law(s) and the remaining provision(s) of this Agreement shall remain valid and enforceable. Provided however that, whenever a question of interpretation of any provisions this Agreement is involved, the Service Provider agrees to the interpretation and intent already captured in this Agreement and shall not resort to any interpretation that seeks to dilute the obligations and/ or liabilities of the Service Provider vis-à-vis ITPO, and/ or shifts the same against the interests of ITPO.
- 11.21.4 That all costs, charges, and expenses payable on or in respect of this Agreement and on all other instruments and deeds to be executed, if any, pursuant to this Agreement, including stamp duty and registration charges of this Agreement, if any, shall be borne and paid by Service Provider.
- 11.21.5 That any notice, letter or communication to be made, served or communicated to a party to this Agreement shall be in writing and be deemed to be duly made, served or communicated, only if, the notice or letter or communication is addressed to the party at its address as mentioned in this Agreement or to any such other address as may be intimated in this behalf and sent by either e- mail/ speed post/ registered post/ fax or personally handed over with acknowledgement due.
- 11.21.6 That this Agreement constitutes the entire agreement between the Parties and revokes/supersedes all previous discussions/ correspondence/ memorandum of understanding or Agreements between the parties whether written, oral or implied, if any, concerning the matters covered herein in this Agreement. This Agreement shall not be changed or modified except by written amendment duly agreed and signed by the parties to the present Agreement.

- 11.21.7 The parties to the Agreement, before executing the Agreement, have clearly understood their rights/duties/liabilities/ responsibilities or obligations under all clauses of this Agreement and have agreed to abide by the term(s) and condition(s) of this Agreement.
- 11.21.8 That Annexure (s) to this Agreement is/are part and parcel of this Agreement and be read in conjunction with this Agreement while interpreting the terms and conditions of this Agreement.
- 11.21.9 That this Agreement shall be executed in two counterparts and each Party shall retain one original copy.

**IN WITNESS WHEREOF** the Parties hereto have set their hands and seal to these presents on the day, month and year first mentioned above.

Signed for and on behalf of ITPO <b>ITPO Limited.</b>	Witness: 1
Signed for and on behalf of the Second Party “Name of the company”	Witness: 2
Signed for and on behalf of the Third Party “Name of the company”	



## DEFINITIVE FORMAT 2: PERFORMANCE BANK GUARANTEE

This Deed of Guarantee (“**Guarantee**”) is made at New Delhi, on this the \_\_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_ duly constituted, registered and in existence in accordance with the laws of \_\_\_\_\_, having its principal office at \_\_\_\_\_ and, for the purposes of this Guarantee, acting through its New Delhi branch presently situated at \_\_\_\_\_ (hereinafter referred to as

“**Bank/Guarantor**”, which term shall mean and include, unless repugnant to the context or meaning hereof, its successors and permitted assigns), in favour of \_\_\_\_\_, a company incorporated under the Companies Act, 1956, having

its registered office at \_\_\_\_\_ (hereinafter referred to as “**Beneficiary**”/“**ITPO**”, which expression unless repugnant to the context hereof shall mean and include its successors-in-interest and assigns),

### WHEREAS :

- A. The Applicant is an entity validly existing and incorporated under the laws of India and having its registered office/principal place of business located at \_\_\_\_\_.
- B. By a Letter of Intent to Award (LOIA) dated \_\_\_\_\_ (“**Letter of Intent to Award**”), issued by ITPO to the Applicant, ITPO has expressed its intention to the \_\_\_\_\_ (“the Bidder”) to award the work for MEP Assessment Services of the Convention Centre in Bharat Mandapam, Pragati Maidan as detailed in the Service Agreement.
- C. The Applicant is required to furnish to the Beneficiary an unconditional and irrevocable bank guarantee for amount of Rs. \_\_\_\_\_ favouring ITPO, New Delhi payable at Delhi with validity of six months beyond the contractual period of 45 days for which performance guarantee is being submitted in respect of the contract awarded to the Bidder, to be furnished and maintained by the Applicant to ITPO, in the manner as set out in Clause \_\_\_\_\_ of the Service Agreement for the due performance of its duties and obligations stated therein and the Service Agreement, and the Guarantor has at the request of the Applicant agreed to provide such Guarantee being these presents. The applicant is required to submit additional/revised performance bank guarantee for the escalated amount within 30 (thirty) days from the date of escalation:

**NOW THIS DEED WITNESSETH THAT** in consideration of the premises and at the request of the Applicant, we, the Bank, hereby declare and agree as follows:

1. We, the Bank hereby undertake to pay forthwith, as principal debtor and primary obligor, to the Beneficiary on its first demand in writing sent / delivered to us either by registered post or by hand or fax or by e-mail immediately and forthwith and without any delay, any sum demanded in writing not exceeding the Guaranteed Amount, without any protest, demur, caveat, recourse or reservation, on failure of the Applicant to fulfill any of its obligations or responsibilities under the Service Agreement or under any other understanding or agreement with the Beneficiary stating that the Guarantee has been invoked without the Beneficiary needing to prove or to share grounds or reasons for such demand. Bank hereby is unconditionally bound and committed to pay to Beneficiary, and shall pay to Beneficiary promptly upon written notice by Beneficiary to the Bank which notice will specifically state that:

“ \_\_\_\_\_ is invoking the Bank Guarantee no. \_\_\_\_\_ issued in favor of ITPO by \_\_\_\_\_ Bank on behalf of \_\_\_\_\_ for payment of an amount of Rupees \_\_\_\_\_.”

2. We hereby undertake to make such payments without any reference to the Applicant or any other person and irrespective of whether any claim of the Beneficiary is disputed, challenged or contested by the Applicant or not. Any such demand made on us by the Beneficiary shall be final, binding and conclusive evidence and absolute as regards the invocation of the Guarantee and the amount due and payable under this Guarantee. We expressly acknowledge that this Guarantee may be invoked more than once. If the drawing is for a sum which is less than the Guaranteed Amount, this original Guarantee shall be retained by the Beneficiary and a copy of this Guarantee shall be submitted along with the written demand to the Bank for making the payment to the Beneficiary.
3. The Guarantor agrees that the terms of this Guarantee shall not be revocable and it shall have the continuing liability until all of the liabilities and obligations of the Guarantor under this Guarantee have been fully discharged. It shall not be necessary for the Beneficiary to proceed against the Applicant before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank as principal debtor notwithstanding the existence of any other undertaking or security for any indebtedness of the Applicant to the Beneficiary and notwithstanding that any such security shall at the time when claim is made against the Bank hereunder, be outstanding or unrealised. The exercise by Beneficiary of any right or remedy hereunder or under any other instrument, or at law or in equity, shall not preclude the concurrent or subsequent exercise of any other right or remedy.
4. This Guarantee shall be valid for a period until [*insert the date*] or for such extended period as may be mutually agreed between the Applicant and the Beneficiary (“**Expiry Date**”) and shall continue to be enforceable till all amounts duly claimed under this Guarantee by the Beneficiary are paid. All the demands and claims by the Beneficiary under this Guarantee may be made in writing until 3 (three) months after the Expiry Date (“**Claim Period**”). In case the last day of the Claim Period is a bank holiday or a public holiday, then the Claim Period shall expire on the immediate next working day.
5. This Guarantee, herein contained, shall not be impaired or discharged or determined or affected by the liquidation or winding up, determination or change of constitution of the Bank, Applicant or Beneficiary or by any arrangement made between the Applicant and Beneficiary or by any variations in the terms and conditions of the Service Agreement or any other documents, deeds or other writings entered into by the Applicant with the Beneficiary in relation to the Service Agreement or by extension of time of performance of any obligations by the Applicant under the Service Agreement or any postponement for any time of the powers exercisable by the Beneficiary against the Applicant or forbearance once to or enforce any of the terms and conditions of the Service Agreement. We shall not be relieved from our obligations and liability under this Guarantee, by reason of any variation or extension being granted to the Applicant or forbearance or omission on the part of the Beneficiary or any indulgence by the Beneficiary to the Applicant to give such matter or thing whatsoever, which under the law relating to sureties would but for this clause/provision have effect of relieving us.
6. All payments made hereunder shall be free and clear of and without deduction for, or on account of, any present or future charges, fees, commissions, deductions, whatsoever and by whomsoever imposed.

7. Any demand certificate, notice or any other communication under this Guarantee shall be, (i) in writing, and (ii) by facsimile message, sent by person or sent by courier on or before the expiry of Claim Period, at the following addresses:

Designation:

Branch Address:

Tel. no.:

Fax no.:

8. All such demand certificates, notices and communications shall be effective only if received by the Bank on or before the expiry of Claim Period:
- if sent by email or fax, when sent (with the correct answer back),
  - if sent by person, when delivered,
  - if sent by courier 1 (one) day after deposit with an overnight courier, and
  - if sent by registered letter when the registered letter would, in the ordinary course of post, be delivered whether actually delivered or not.

If this Guarantee is invoked on the last day of Claim Period after public dealing hours the claim of the Beneficiary shall be valid and we shall be liable to make payments on the immediate next working day. For the purposes of this Guarantee, any claims made on the last day of the Claim Period shall be considered to be duly received within the Claim Period.

9. This Guarantee shall be irrevocable and we, the Bank, undertake not to revoke this Guarantee till its currency except the previous and express consent of the Beneficiary in writing.
10. Notwithstanding anything to the contrary as contained hereinabove,
- at any given time our liability under this Guarantee is restricted to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only),
  - this Guarantee shall be irrevocable and shall come into force on its execution,
  - our liability under this Guarantee shall remain valid for the claims received within the Claim Period only, whereafter all rights under this Guarantee shall be forfeited and we shall be discharged from all liability hereunder.
11. All claims under this Guarantee will be made payable at the New Delhi branch of the Bank, presently located at \_\_\_\_\_ or any other branch located at Delhi.
12. This Guarantee is subject to the laws of India. Any suit, action, or other proceedings arising out of this Guarantee or the subject matter hereof shall be subject to the exclusive jurisdiction of courts of New Delhi, India.
13. The Bank represents that it has power and authority to validly execute and issue this Guarantee and the undersigned is duly authorized to execute and deliver this Guarantee and this Guarantee will be legally valid and binding and enforceable against the Bank.
14. This Bank Guarantee is for the benefit of Beneficiary and its successors and assigns. This Bank Guarantee is binding not only on the Bank, but also on the Bank's successors and permitted assigns. The Bank shall not assign its rights and obligations hereunder to any person, bank, company or other entity except as permitted by Beneficiary in writing.

**IN WITNESS WHEREOF**, this Deed of Guarantee has been signed on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

## 1. Penal Provisions

For any deficiency in activities, as mentioned above, penalty will be as under:

S.No.	Activities/job prescribed	Threshold Levels	Condition	Extent of penalty in case of deficiency in service
1	Adherence to the agreed implementation timelines	<b>14 days</b>	For the delay in the deliverable after 14 days	10 thousand INR for every week delay after <b>14 days</b> upto 10% of the contract value

## **ANNEXURE II: FORMAT OF INTEGRITY PACT**

*(To be submitted by the Applicant/Bidder as a part of Financial Proposal documents and also to be signed by the selected applicant/bidder after issuance of LOIA by ITPO), prior to the LOA being issued.*

The Pact made this \_\_\_\_\_ day of 2022 between India Trade Promotion Organisation, India Trade Promotion Organisation (ITPO), the premier trade promotion agency of the Government of India, under the Ministry of Commerce and Industry and having its Corporate Office at Pragati Bhawan, New Delhi, hereinafter called ITPO (which term shall unless excluded by or its repugnant to the context, be deemed to include its Chairman, Executive Director, Directors, Officers or any of them specified by the Chairman in this behalf, and shall also include its successors and assign(s) of the one part.

**AND**

Represented by of the other part, hereinafter called the "Bidder/Contractor" (which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assign(s) of the Bidder/Contractor).

**WHEREAS ITPO** intends to award, under laid down organizational procedures, tender / contract for .ITPO, while discharging its functions on business principles, values proper compliance with all relevant laws and regulations, and the principles of natural justice, ethics, equity, fairness and transparency in its relations with the Bidder/Contractors.

**WHEREAS ITPO** is desirous to make its business mechanism more transparent, thus to ensure strict adherence of the aforesaid objectives/goals.

**AND WHEREAS** the Bidder is submitting a tender to ITPO for in response to the RFP dated. Contractor is signing the contract for execution of

NOW, therefore, this indenture witnesseth herewith:

### **SECTION 1: Commitment of ITPO**

- 1.1 That ITPO commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - i. *No employee of ITPO, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept for him/her or third person, any material or immaterial benefit, which he/she is not legally entitled to.*
  - ii. *ITPO will, during the tender process treat all Bidders with equity and reason. ITPO will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the*

*contract execution.*

iii. *ITPO will take all measures to exclude all known prejudiced persons from the tender process.*

1.2 That if ITPO receives information on the conduct of any of its employee which is a criminal offence under the relevant anti-corruption laws of India, or if there be a substantive suspicion in this regard, ITPO will inform its Vigilance Department to initiate appropriate action.

## **SECTION 2: Commitments of the Bidder/Contractor**

2.1 That the Bidder / Contractor commit itself to take all measures necessary to prevent corruption. Further he commits himself to observe the following principles during his participation in the tender process and during the contract execution:

- i. *The Bidder/ Contractor has not offered, promised or given and will not, directly or through any other person or firm, offer, promise or give to any of ITPO's employees involved in the tender process or the execution of the contract or to any third person, any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.*
- ii. *The Bidder/Contractor has not entered and will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.*
- iii. *The Bidder/ Contractor has not committed and will not commit any offence under the relevant Anti-Corruption Laws of India. Further the Bidder / Contractor will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by ITPO as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.*
- iv. *The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.*
- v. *The Bidder(s)/Contractor(s) will not submit a frivolous / false/ bogus complaint with mala fide intention.*

2.2 That the Applicant/Bidder will not instigate any person to commit offences mentioned in Clause 2.1 above or be an accessory to such offences.

## **SECTION 3: Disqualification from tender process and exclusion from future contracts**

3.1 That if the Bidder(s)/Contractor, during tender process or before the award of the contract or during execution of the contract / work has committed a transgression in violation of Section 2 or in any other forms such as to put his reliability or credibility

as Bidder(s)/Contractor(s) into question, ITPO is entitled to disqualify him from the tender process or to terminate the contract for such reason.

- 3.2 That if the Bidder/Contractor against whom any action in terms of Section 3.1 above has already been taken in any other tender / contract process, again commits a transgression in violation of section 2 such as to put his reliability or credibility into question, ITPO is entitled also to debar the Bidder/Contractor from future tender/contract processes. The imposition and duration of the debarment will be determined by the severity of the transgression. The severity will be determined taking into consideration the circumstances of the case, in particular the number of transgressions, the position of the transgressor within the company hierarchy of the Bidder and the amount of the damage. The debarment will be imposed for a period minimum of six months and maximum of five years.
- 3.3 That the Bidder/Contractor accepts and undertakes to respect and uphold ITPO's absolute right to resort to and impose such debarment and further accepts and undertakes not to challenge or question such debarment on any ground.
- 3.4 That if the Bidder/Contractor applies to ITPO for premature revocation of the debarment and proves to the satisfaction of ITPO that he has installed a suitable and effective corruption prevention system and also restored/recouped the damage, if any, caused by him, ITPO may, if it thinks fit, revoke the debarment prematurely considering the facts and circumstances of the case, and the documents / evidence adduced by the Bidder /Contractor for first time default.
- 3.5 That a transgression is considered to have occurred if ITPO is fully satisfied with the available documents and evidence submitted.

#### **SECTION 4: Previous Transgression**

- 4.1 That the Bidder/Contractor declares that no previous transgression occurred in the last five years with any other company in any country or with any other Public Sector Enterprise in India that led to debarment / disqualification and could justify his exclusion from the tender process.
- 4.2 That if the Bidder/Contractor makes incorrect statement on the subject, he can be disqualified from the tender process or the contract, if already awarded can be terminated for such reason and he may be considered for debarment for future tender / contract processes.

#### **SECTION 5: Compensation for damages**

- 5.1 That if ITPO has disqualified / debarred the Bidder from the tender process prior to the award under section 3 or 4, ITPO is entitled to forfeit the Bid Security.
- 5.2 That if ITPO has terminated the contract under section 3 or 4, or if ITPO is entitled to terminate the contract under section 3 or 4, ITPO shall be entitled to demand and recover from the contractor

damages equivalent to 5% of the contract value or the amount equivalent to security deposit or performance bank guarantee, whichever is higher.

- 5.3 That the Bidder/Contractor agrees and undertakes to pay the said amount without protest or demure subject only to condition that if the Bidder/Contractor can prove and establish to the satisfaction of ITPO that the disqualification / debarment of the bidder from the tender process or the termination of the contract after award of the contract has caused no damage to ITPO.

#### **SECTION 6: Equal treatment of all Bidders/Contractors/Sub-contractors/Associates**

- 6.1 That the Bidder/Contractor undertake to get this Pact signed by the sub-contractor(s) and associate(s) whose value of the work contribution exceeds Rs. 5 (five) crores, and to submit the same to ITPO along with the tender document / contract before contract signing.
- 6.2 The sub-contractor(s)/associate(s) engaged by the Contractor, with the approval of ITPO after signing of the contract, and whose value of the work contribution exceeds Rs. 5 (five) crores will be required to sign this Pact by the Contractor, and the same will be submitted to ITPO before doing performing any act/function by such sub-contractor(s)/associate(s) in relation to the contract / work.
- 6.3 That ITPO will disqualify from the tender process all Bidder(s) who do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of Section 6.1 or 6.2 above.
- 6.4 That if the Contractor(s) does/ do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of Section 6.1 or 6.2 above. ITPO will terminate the contract and initiate appropriate action against such Contractor(s).

#### **SECTION 7: Allegations against bidder/contractors/sub-contractors/associates.**

- 7.1 That if ITPO receives any information of conduct of a Bidder, Contractor or Sub-contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Sub-contractor which constitutes corruption, or if ITPO has substantive suspicion in this regard, ITPO will inform the Vigilance Department for appropriate action.

#### **SECTION 8: Miscellaneous provisions**

- 8.1 That this Pact is subject to Indian Laws, Place of performance and jurisdiction is the Corporate Headquarter / the Regional Headquarter / offices of ITPO, as applicable.
- 8.2 That the charges and supplements as well as termination notices need to be made in writing.
- 8.3 That if the Contractor / Bidder is a partnership or a Consortium, this Pact must at the submission of the technical proposal must be signed by all the partners and Consortium members, or their authorized representatives.



8.4 That should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case the parties will strive to come to an Agreement to their original intentions.

For ITPO

For the Bidder/Contractor

Place \_\_\_\_\_ Witness 1: \_\_\_\_\_

Date \_\_\_\_\_ Witness 2: \_\_\_\_\_

### **ANNEXURE III: NON-DISCLOSURE AGREEMENT**

**(To be given on Company Letter Head)**

THIS NON-DISCLOSURE AGREEMENT (this "Agreement") is entered into on by ITPO and..... (name of the Service Provider) between the undersigned parties on the date specified below.

**WHEREAS,**

either Party possesses certain confidential proprietary information; and

**WHEREAS,**

in connection with the pursuit, evaluation and/or feasibility of a business relationship, and/or the consummation of a transaction (collectively, the "Business Purposes") between the two parties hereto, including their affiliates, subsidiaries, stockholders, partners, co-venture, trading partners, employees and other organizations (hereinafter referred to as Affiliates), confidential proprietary information of one Party may become available to the other Party.

**WHEREAS,**

either Party desires to prevent the unauthorized use and disclosure of its confidential proprietary information. NOW THEREFORE, in consideration of these premises and for other good and valuable consideration, Receipt of which is hereby acknowledged, the parties agree as follows:

#### **1. Confidential Information**

- a) For purposes of this Agreement, Confidential Information shall mean all strategic and development plans, financial condition, business plans, co-developer identities, data, business records, customer lists, project records, market reports, employee lists and business manuals, policies and procedures, information relating to processes, technologies or theory and all other information which may be disclosed by one Party or to which the other Party may be provided access by the disclosing Party or others in accordance with this Agreement, or which is generated as a result of , incidental to or in connection with the Business Purposes, which is not generally available to the public.

#### **2. Non-disclosure Obligations**

The Receiving Party promises and agrees to receive and hold the Confidential Information in confidence. Without limiting the generality of the foregoing, the Receiving Party further promises and agrees:

- a) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure;
- b) not to use any of the Confidential Information except for the Business Purposes.
- c) not to, directly or indirectly, in anyway, reveal, report, publish, disclose, transfer or otherwise use any of the Confidential Information except as specifically authorized by the Disclosing Party in accordance with this Non-Disclosure Agreement.

- d) not to use any Confidential Information to unfairly compete or obtain unfair advantage vis-a- vis Disclosing Party in any commercial activity which may be Comparable to the commercial activity contemplated by the parties in connection with the BusinessPurposes.
- e) to restrict access to the Confidential Information to those of its officers, directors, and employees who clearly need such access to carry out the BusinessPurposes.
- f) ToadviseeachofthepersonstowhomitprovidesaccesstoanyoftheConfidentialInformation, that such persons are strictly prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of the Disclosing Party, any of the Confidential Information, and, upon Request of the Disclosing Party, to provide the Disclosing Party with a copy of a written agreement to that effect signed by suchpersons
- g) to comply with any other reasonable security measures requested in writing by the Disclosing Party.
- h) TorefrainfromdirectlycontactingorcommunicatingbywhatsoevermeanstotheSource(s)of Information without written consent of the DisclosingParty.
- i) Toundertakentodiscloseanynamesandtheirparticularstothirdpartieswithoutthewritten consent by the Disclosingparty.

### **3. Exceptions**

The confidentiality obligations hereunder shall not apply to Confidential Information which:

- a) is, or later becomes, public knowledge other than by breach of the provisions of this Agreement; or
- b) is in the possession of the Party with the full right to disclose prior to its receipt from the Disclosing Party, as evidenced by written records; or
- c) is independently received by the Receiving Party from a third party, with no restrictions on disclosure.

### **4. Return of Confidential Information**

- a) The Receiving Party agrees, upon termination of the Business Purposes or upon the written request of the other Party, whichever is earlier, to promptly deliver to the other Party all records, notes, and other written, printed, or tangible materials in the possession of the Receiving Party, embodying or pertaining to the Confidential Information.

### **5. No Right to Confidential Information.**

- a) The Receiving Party hereby agrees and acknowledges that no license, either express or implied, is hereby granted to the Receiving Party by the other Party to use any of the Confidential Information.
- b) The Receiving Party further agrees that all inventions, improvements, copyrightable works and

designs relating to machines, methods, compositions, or products of the other Party directly resulting from or relating to the Confidential Information and the right to market, use, license and franchise the Confidential Information or the ideas, concepts, methods or practices embodied therein shall be the exclusive property of the other Party, and the Receiving Party has no right or title thereto.

#### **6. No Warranty**

- a) The Disclosing Party has not made and will not make any representation or warranty as to the accuracy or completeness of its Confidential Information or of any other information provided to the Receiving Party, and the Receiving Party agrees that the Disclosing Party shall have no liability resulting from the use of the Confidential Information or such other information.

#### **7. No Commitment**

- a) The disclosure of Confidential Information does not, and is not intended to, represent a commitment by the Disclosing Party to enter into any business relationship with the Receiving Party or with any other entity. If the Parties desire to pursue business opportunities, they will execute a separate written agreement to govern such business relationship.

#### **8. Compelled Disclosure**

- a) If the Party faces legal action to disclose Confidential Information received under this Agreement, then the Party shall promptly notify the other Party in order that it may have the opportunity to intercede and contest such disclosure and, upon request, shall cooperate with the other Party in contesting such disclosure. Except in connection with failure to discharge the responsibilities set forth in the preceding sentence, neither Party shall be liable in damages for any disclosures pursuant to such legal action.

#### **9. Losses**

- a) The Receiving Party agrees to indemnify the other Party against any and all losses, damages, claims, or expenses incurred or suffered by the other Party as a result of the Receiving Party's breach of this Agreement.

#### **10. Communication**

- a) The two parties agree that the communication between the parties is considered delivered and reached other party if transmitted by fax or electronic means with proof of sending machine. The date of receiving the messages, notices or letters is the date of sending authenticated by the sending machine. All notices under this Agreement shall be deemed to have been duly given upon the mailing of the notice, postpaid to the addresses listed above, or upon the facsimile transmission, to the party entitled to such notice at the facsimile number set forth below.

#### **11. Counterparts**

- a) Either the original or copies, including facsimile transmissions, of this Agreement, may be executed in counterparts, each of which shall be an original as against any party whose signature appears on such counterpart and all of which together shall constitute one and the same instrument.

## **12. No Solicitation of Employees**

- a) The Receiving Party agrees that it will not, for a period of five (5) Years from the date of this Agreement, initiate contact with the other Party's employees in order to solicit, entice or induce any employee of the other Party to terminate an employment relationship with the other Party to accept employment with the Receiving Party.

## **13. Term and Termination**

- b) This Agreement shall commence on the date first written above. The Receiving Party's right to use the Confidential Information in connection with the Business Purposes shall continue in effect until the period of one year from the date above or the other Party provides the Receiving Party with written notice of termination of such right, whichever is earlier.
- c) Notwithstanding the foregoing, the Receiving Party's obligations with respect to the Confidential Information hereunder shall continue in full force for at least five Years from the termination date and/or effect until further notice from the other Party.

## **14. Remedies**

- a) The Receiving Party understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the Disclosing Party irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that the Disclosing Party shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as the Disclosing Party shall deem appropriate. Such right of the Disclosing Party shall be in addition to Remedies otherwise available to the Disclosing Party at law or inequity.

## **15. Entire Agreement**

- a) This Agreement embodies the entire understanding between the parties respecting the subject matter of this Agreement and supersedes any and all prior negotiations, correspondence, understandings and agreements between the parties respecting the subject matter of this Agreement.
- b) This Agreement shall not be modified except by a writing duly executed on behalf of the party against whom such modification is sought to be enforced. Should any provisions of this Agreement be found unenforceable, the remainder shall still be in effect.

## **16. No Waiver**

- a) The failure of either Party to require performance by the other Party of any provision of this Agreement shall in no way affect the full right to require such performance at any time thereafter.

**17. Successors and Assigns**

- a) Neither Party shall have any right to assign its rights under this Agreement, whether expressly or by operation of law, without the written consent of the other Party.
- b) This Agreement and the Party's obligations hereunder shall be binding on their Representatives, permitted assigns, and successors of the Parties and shall ensure to the benefit of Representatives, assigns and successors of the Parties.

**18. Governing Law**

- a) This Agreement shall be governed by and construed in accordance with the laws of India.

**19. Attorneys' Fees**

- a) If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to attorneys' fees.

**20. Modification**

- a) This Agreement constitutes the sole understanding of the parties about this subject matter and may not be amended or modified except in writing signed by each of the parties to the Agreement.

**Legal Address of the Parties:**

<b>Party A:</b>	<b>Party B:</b>
Address	Address
Signed for and on behalf of ITPO	Signed for and on behalf of Service Provider
_____	_____
ITPO Ltd.	Service Provider

## **PAYMENT DETAILS FOR TENDER FEE AND BID SECURITY**

### **Payments Details**

Only online payment through **RIGS/NEFT** will be accepted.

1. Name of the Beneficiary - **INDIA TRADE PROMOTION ORGANISATION**
2. Name of the Bank – **Central Bank of India**
3. Branch Address – **Pragati Maidan, New Delhi-110001**
4. Account No. – **1167404133**
5. Type of Account – **Saving**
6. **IFSC – CBIN 0284078**
7. **MICR Code – 110016150**
8. **PAN NO. - AAATI2955C**

## ANNEXURE IV: CERTIFICATE OF COMPLIANCE

**(To be given on Company Letter Head)**

For the period commencing on **DDMMYY** and ending on **DDMMYY**.

I, \_\_\_\_\_, the undersigned, do hereby certify that I am authorized and competent to furnish this Certificate on behalf of the Company M/s. \_\_\_\_\_ (Service Provider) appointed by **India trade Promotion Organization** (the "ITPO"), having its Registered Office at, for providing Consultancy services to the Project BM-CC, Pragati Maidan located at \_\_\_\_\_ vide Contract/Service Agreement dated -----, do hereby confirm that to the best of my/our knowledge and information gathered from the record, as on the date of this certificate, there is no default/ contravention committed by the Service Provider during the discharge of contractual obligations and relating to the services by the Service Provider under any of the acts/statutes/enactments or any rules, regulations, guidelines, orders or notifications, as may be applicable from time to time, non-compliance of which may entail civil and criminal liabilities against the Company/Project during the tenure of the said Contract/Service Agreement.

I further undertake and confirm that M/s. \_\_\_\_\_ (Service Provider) on whose behalf I am acting as authorized representative, shall be solely held accountable/responsible for any of the violations of aforesaid statutes/ enactments, rules, regulations etc. during the currency of the said Contract/ Service Agreement.

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Designation:

Name of the Project:



## ANNEXURE V: AREA STATEMENT

A. Built-up Area

75,687 sqm

S. No	Building detail	Built up area in Sq.mt
1	<b>Convention Center</b>	
1.1	Level-01	11,655
1.2	Level-02	14,208
1.3	Level-02 Mezzanine	2,050
1.4	Level-03	17,027
1.5	Level-04	4,827
1.6	Level-05	3,247
1.7	FnB And Business center(level-01)	9,788
1.8	FnB And Business center(level-02)	913
1.9	Stilt area Parking	9,734
1.10	Open Amphitheater	2,238
	<b>Total Area (sq.m)</b>	<b>75,687*</b>

**\*Note: Areas mentioned above are tentative and are for reference purpose only.**