



## INDIA TRADE PROMOTION ORGANISATION

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Established under the aegis of Department of Commerce, Ministry of Commerce & Industry, Government of India

### REQUEST FOR PROPOSAL

FOR

**Project Management Consultancy for Monitoring, Coordination, and Supervision of the Redevelopment of Exhibition Hall No. 7 at Bharat Mandapam, New Delhi and Proof Checking Consultancy of the structural & MEP design for this project.**

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## **INDEX**

<b>S. No.</b>	<b>Details</b>	<b>Page No.</b>
1	Cover page	1
2	Information and Instructions for Bidders for e-bidding	3
3	List of Document to be scanned and uploaded within the period of bid submission as applicable	5
4	Integrity Pact	6-12
5	SECTION-I	
6	PART 'A': Project Management Consultancy for Monitoring, Coordination, and Supervision of the Redevelopment of Exhibition Hall No. 7 at Bharat Mandapam, New Delhi.	13-22
7	Part-B: Proof Checking Consultancy of the structural & MEP design for this project	23-25
8	Section II- Information & Instructions For Bidders	26-30
9	Proforma –I	31-34
10	Section III - Information Regarding Eligibility Letter Of Transmittal	35
11	Financial Information Form 'A'	36
12	Form 'B' - Details Of Similar Nature Of Consultancy Jobs Completed During The Last Seven Years Ending Up to Date Of Upload Of This RFP	37
13	Form 'C' - Performance Report Of Works Referred To In Form "C"	38
14	Form 'D'- Structure & Organization	39
15	Form-D1 - Manpower Proposed For Deployment	40
16	Draft Contract Agreement	41-45
17	Section III: General Conditions Of Contract	46-59
18	Section III: Special Conditions Of Contract	60-61
19	Section IV: Appendix A	62-64

## Information and Instructions for Bidders for e-bidding

1. India Trade Promotion Organisation (ITPO), the premier trade promotion agency under the Department of Commerce, Ministry of Commerce and Industry, Government of India, invites proposals from experienced and qualified Project Management Consultants (PMCs) for following job on Quality cum Cost Based Selection System (QCBS): -

NIT No	<b>178-ITPO/10/Engg/2025-26</b>
Name of Work	<b>Project Management Consultancy for Monitoring, Coordination, and Supervision of the Redevelopment of Exhibition Hall No. 7 at Bharat Mandapam, New Delhi and Proof Checking Consultancy of the structural &amp; MEP design for this project</b>
Cost of Tender (Non Refundable)	Rs. 1180/- i/c GST
Estimated Cost	Rs. 17.22 Crores
Project Cost	Rs. 473 Crores (approx.)
Earnest Money Deposit	Rs. 34.44 lakhs
Performance Guarantee	5% of the tendered amount
Security Deposit	2.50% to be deducted from every running bill
Area for Redevelopment	58,000 sqm. (Approx.)
Engagement Period	54 months inclusive of:- 06 months pre-construction, 24 months during constructions and 24 months of O & M period
Start Date For Submission of RFP	18.08.2025
Last Date & Time for Pre-bid Queries	27.08.2025
Pre-Bid Meeting Date & Time	28.08.2025
Last Date For Submission of RFP	08.09.2025

2. Bidders are eligible to submit the bid provided they have definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified.

Contractors who fulfil the eligibility requirements specified in “Section II: Information and eligibility criteria for bidders” in Part II of RFP, shall be eligible to apply. Joint ventures/ consortium and special purpose vehicles are not accepted.

3. The bidder must read the terms and conditions of RFP document. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required. Also, he considers that he can perform the assignment, if pre-qualified, as per terms and condition of the bid.
  - Information and instructions for bidders posted on website shall form part of bid document. Bid document can be downloaded from Central Public Procurement Portal (CPPP) at <https://eprocure.gov.in> and ITPO's official website [www.indiatradefair.com](http://www.indiatradefair.com). The bids however can only be submitted on CPPP.
4. Only e-bids shall be accepted and manual bids shall not be accepted.
5. The bidder must have valid Class-III digital signature to submit the bid.
6. On opening date, the bidder can login and see the bid opening process.
7. Bidder can upload documents in the form of JPG and PDF formats.
8. The eligibility part of RFP shall be opened on due date and time as mentioned above. Financial part will be opened later on notified date and time of only those bidders which qualifies. The bidder or his representatives may remain present in the office of bid opening authority.
9. ITPO reserves the right not to proceed with the Bidding Process at any time or stage, without notice or liability, and to reject any or all Bid(s) without assigning any reasons whatsoever
10. The issue of this Bid document does not imply that ITPO is bound to select or to appoint any Bidder for the contract and it reserves the right to reject all or any of the Bidders without assigning any reasons whatsoever
11. The information contained in this Bid Document or subsequently provided to Bidders, whether verbally or in documentary form or otherwise by or on behalf of ITPO, or by any of its employees, is provided to Bidders on the terms and conditions set out in this Bid document and such other terms and conditions subject to which such information is provided.
12. This Bid document is neither an agreement nor an offer by ITPO to the prospective Bidders or any other person. The purpose of this Bid document is to provide interested parties with information to assist in the formulation of their proposals for selection pursuant to this Bid. The assumptions, assessments, statements and information contained in this Bid document may not be complete, accurate, adequate or correct and each Bidder should conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Bid document and obtain independent advice from appropriate sources.
13. Pre-bid meeting shall take place in 4<sup>th</sup> floor, Committee Room, Admin Building near gate number 9 at Bharat Mandapam. Pre-bid meeting may also be

attended online through following link: -

<https://us06web.zoom.us/j/81664274332?pwd=AYl8lblA4Zae1GXwgSL1lqiAD3X5d9.1>

Meeting ID: 816 6427 4332

Pass code: 949948

**List of Document to be scanned and uploaded within the period of bid submission as applicable:**

1.	Letter of transmittal.
2.	Organisation Registration Certificate
3.	Financial information ( <b>Form 'A'</b> ).
4.	Details of eligible similar jobs completed during the last seven years ending on date of upload of this RFP ( <b>Form 'B'</b> ) &ongoing works in ( <b>Form B-1</b> ).
5.	Performance report of works referred in Form 'C' ( <b>Form 'C, C-1 &amp; C-2'</b> )
6.	Structure & organization ( <b>Form 'D'</b> ).
7.	Integrity Pact signed by the bidder in the presence of a witness
8..	GST Registration Certificate,
9.	PAN number
10.	ESI & EPF Registration Certificate

## INTEGRITY PACT

This Integrity Pact is made at ..... on this ..... day of..... 2025.

### BETWEEN

ITPO represented by the Engineer-in-Charge (hereinafter referred to as the Principal, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assignees)

### AND

.....  
(Name and address of the bidder)

(Hereinafter referred to as the Bidder/Contractor and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assignees)

### Preamble

WHEREAS the Principal has floated the tender (NIT No. **178-ITPO/10/Engg/2025-26**) (here in after referred to as the Tender) and intends to award, under laid down organizational procedure, contract for **Project Management Consultancy for Monitoring, Coordination, and Supervision of the Redevelopment of Exhibition Hall No. 7 at Bharat Mandapam, New Delhi and Proof Checking Consultancy of the structural & MEP design for this project** hereinafter referred to as the Contract.

AND WHEREAS the Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as Integrity Pact), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned hereunder:-

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Integrity Pact witnesses as under:

### Articles

#### **Article 1:** Commitment of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of the Principal, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

- (b) The Principal will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
  - (c) The Principal shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
  - (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.
- Article 2: Commitment of the Bidder(s)/Contractor(s).

#### **Article 2: Commitment of the Bidder(s)/Contractor(s)**

- (1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- (2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
  - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal employees involved in the Tender process or execution of the Contract or to any third person any material or other 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.
  - (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) 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 cartelize in the bidding process.
  - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/ Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship. Regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- (d) The Bidder(s)/Contractor(s) 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.
- (3) Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice, willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- (5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use coercive practices (which shall include the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property) to influence their participation in the tendering process.

### **Article 3: Consequences of Breach**

Without prejudice to any rights that may be available to the Principal under law or the contract or its established policies and laid down procedures, the Principal shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal absolute right:

1. If the Bidder(s)/Contractor(s), either before pre-qualify process or during the process before submission of Financial bid of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal. Such exclusion may be forever or for a limited period as decided by the Principal.
2. Forfeiture of Earnest Money Deposit/Performance Guarantee/Security Deposit: If the Principal has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract



according to Article 3(1), the Principal apart from exercising any legal rights that may have accrued to the Principal, may in its considered opinion forfeit the entire amount of Earnest Money Deposit/Performance Guarantee and Security Deposit of the Bidder/Contractor.

3. Criminal Liability: If the Principal obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of PC Act, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to law enforcing agencies for further investigation.

#### **Article 4: Previous Transgression**

1. The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the Principal.
3. If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may, at its own discretion, revoke the exclusion prematurely.

#### **Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors**

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement by any of its Subcontractors/sub-vendors.
2. The Principal will enter into pacts on identical terms as this one with all Bidders and Contractors.
3. The Principal will disqualify Bidders who do not submit the duly signed Integrity Pact between the Principal and the Bidder along with the Tender or violate its provisions at any stage of the Tender process.

#### **Article 6: Duration of the Pact**

This Integrity Pact begins when both the parties have legally signed it. It expires for the Contractor 12 months after the completion of work under the contract or on expiry of defect liability period or last payment made under the contract, whichever is later and for all other bidders, 6 months after the Contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified

above, unless it is discharged/determined by the competent authority of ITPO.

#### **Article 7: Other Provisions**

1. This Integrity Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal, who has floated the tender.
2. Changes and supplements as well as termination notice need to be made in writing.
3. Should one or several provisions of this Integrity 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.
4. Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Pact, any action taken by the Principal in accordance with this Integrity Pact or interpretation thereof shall not be subject to arbitration.
6. In view of the nature of integrity pact, the Integrity Pact is irrevocable and shall remain valid even if the main tender/contract is terminated till the currency of the integrity pact.
7. If any complaint regarding violation of I P is received directly by the Principal in respect of the contract, the same shall be referred to the IEM for comments/recommendations.

#### **Article 8: Independent External Monitor (IEM)**

- (1) The principal appoints following competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission as given below.

S.No	Name of IEM	Address
1	Shri Seshagiri Rao Annangi	Flat No. 101, Hardik Platina 2-2-18/49, Bagh Amberpet Hyderabad – 500013 Email: <a href="mailto:seshagiri2@gmail.com">seshagiri2@gmail.com</a>
2	Shri Jagdish Prasad Meena	C-3, Tower 10 New Moti Bagh New Delhi – 110023 Email: <a href="mailto:meenajp@gmail.com">meenajp@gmail.com</a>

The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders / Contractors as confidential.
- (3) The Bidder(s)/Contractor(s) accepts that the IEM has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor, The Contractor will also grant the IEM, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to sub- contractors.
- (4) The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/ Sub-contractor(s) with confidentiality. The IEM has also signed 'Non- Disclosure of Confidential Information' and 'Absence of Conflict of Interest'. In case if any conflict of interest arising at a later date, the IEM shall 50 AE/AEE EE inform the Engineer-in-Charge and recuse himself / herself from that case.
- (5) As soon as the IEM notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit nonbinding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action
- (6) The IEM will submit a written report to competent authority in ITPO within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the IEM has reported to competent authority in ITPO, a substantiated suspicion of an offence under relevant IPC/PC Act, and the concerned ITPO officer has, within a reasonable time, not taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the IEM may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The principal will provide to the IEM sufficient information about all meetings among the parties related to the project provided such meetings could have impact on contractual relations between the Principal and the contractor the parties will offer to the IEM the option to participate in such meetings.
- (9) The word IEM or monitor would include both singular and plural.

**Article 9: Legal and Prior Rights**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard to any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

(For and on behalf of Principal)

(For and on behalf of Bidder/Contractor)

WITNESSES:

1

(Signature, name and address)

2

(Signature, name and address)

Place:

Dated:

Note: To be signed by the Bidder and the Engineer-in-Charge.

## **SECTION-I**

### **PART 'A': Project Management Consultancy for Monitoring, Coordination, and Supervision of the Redevelopment of Exhibition Hall No. 7 at Bharat Mandapam, New Delhi.**

#### **Brief Particulars & Scope of Work**

##### **1. BACKGROUND:**

The Redevelopment of Old Hall 7 at Bharat Mandapam Complex Project under India Trade Promotion Organization is envisioned to upgrade the physical infrastructure to construct exhibition space, additional conference facilities, and support facilities. Project of this magnitude needs to be monitored in professional manner with latest management tools. In the project, the planner consultant architect is already on board who is responsible for all planning aspects. The method of execution is through EPC mode. The executing agency is ITPO and project is to be monitored based on the detailed execution program of the contractor as approved by ITPO from time to time. The need is felt to engage one Project Monitoring Consultant (PMC) who will assist ITPO in overall monitoring and supervision of the project and peer review/proof checking of structural and MEP services design.

##### **2. AIMS & OBJECTIVES:**

The objective of this document is to seek professional expertise of PMC for the redevelopment project of ITPO to bring in synergies across various stakeholders towards successful completion of the project. To undertake this task, PMC will require appropriate technical personnel. This document prescribes the scope of works, peer review of structural and MEP services design, number of technical manpower required and their required qualifications.

##### **3. Scope of Work**

**The primary responsibility of the PMC** will be to assist ITPO to monitor the progress of work at all stages, ensuring construction as per approved design and proof consultancy of the civil & MEP services. An indicative list of tasks / activities is provided below.

**The scope of work as mentioned is only indicative and solely for the purposes of rendering assistance to the bidders towards preparation of their Proposals. The bidders are hereby advised to undertake their own due diligence (to their complete satisfaction) before placing reliance on any such data/information furnished or to be provided later by the Client and/ or any of his consultants.**

##### **1. Pre-Construction Stage**

##### **1.1 Planning**

- a) Review / Comment on the draft EPC tender, Quantities & tender stage cost estimates worked out by the designated consultants based on the tender drawings prepared by Architect / Consultants.

- b) Assist in finalization of technical specifications by Architects & Consultants with the Client's approval. To ensure that technical specifications are specific to the requirements of scope of work of individual tenders, contain approved makes of materials & list of nominated subcontractors for specialized items of works.
- c) Management of preparation (wherever applicable) / compilation of tender documents
- d) Comment on the Evaluation and comparison of rates prepared by Estimator with respect to market rate analysis.
- e) Assist client in technical evaluation of the contractor(s)
- f) Attend the meeting with on boarded contractors and prepare Minutes of meeting.
- g) Evaluate Schedule submitted by the Contractor for adequacy conformance to overall Project Timeline, and raise observations.
- h) Evaluate the Quality and Safety Plan of the Contractor and raise observations.
- i) Evaluating and reporting on tenders received including reconciling lowest bid against pre-tender estimates and advising on reasonableness or otherwise.
- j) In conjunction with the consultants, advising on the suitability of the appropriate tender and recommendation for acceptance.
- k) Help in preparing the contract documents of the main contract and all sub-contract packages not falling within the scope of the specialist consultants for execution by the contracting parties and make certified true copies of executed contract documents for distribution.
- l) Any other work related to pre-construction stage.

## **1.2 Design Management (For Details Refer Section II: Part 'B')**

The proof checking consultancy of the structural & MEP drawings submitted by the EPC contractor is required to be taken up by the PMC.

## **2. During Construction**

### **2.1 Construction Management**

- a) Conduct co-ordination meeting with the contractor
- b) Monitor the resources mobilized by contractors and suppliers. In case of deviations, assist ITPO to advise the concerned agency to make them meet their commitments.
- c) Monitor the delivery schedule to ensure timeliness and avoid slippages for all Contracts/Equipment and follow up with the respective agencies
- d) Supervise and monitor the construction and installation activity, and ensure the following:
  - i) Construction and installations are as per the design intent,
  - ii) The right sequence of construction is followed,

- iii) Individual activities are as per plan,
- iv) Timely submission of programs from Contractors,
- v) Material delivery schedules are as per plan,
- vi) All completed works/installations are properly protected,
- e) Coordinating the project activities on a continuous basis to ensure the final desired facility
- f) Prior flagging of anticipated bottlenecks and analysis of reasons to avoid unnecessary delay.
- g) Conducting Weekly Project Progress Review meetings & preparing/distributing MoM to all concerned.
- h) Anticipating the critical site issues in advance and planning the corrective measures in discussion with the Client.
- i) Getting the expanded micro schedule of construction and tracking the same on desired frequency.
- j) Change order Management by reporting the reasons, cost and time implications of the changes and getting Owner approval before implementation at site.
- k) Regular monitoring to ensure contractors complies with the Contractual obligations in execution of the work.
- l) Monitoring contractor resources on site vs. scheduled deployment (workers, tools & equipment).
- m) Management of site documentation & coordination between owner, operator, designers & contractors.
- n) Maintain record of technical submittals and raise flag for delay against schedule.
- o) Any other work related to construction management.

## **2.2 Progress Monitoring and Time Management**

- a) Assistance in use of latest available tools such as MS Project, Primavera, or any other similar scheduling software to track the progress against agreed schedules. Apply CPM / PERT techniques to review plan, schedule, organize, co-ordinate and control all activities.
- b) Assist in preparing Work Breakdown Structure (WBS) for each of the component of project. WBS should cover all design, engineering, procurement & constructions activities.
- c) Preparation of high-level Project Master Schedule with Base line including:
  - i) Identifying all key activities viz. Preliminaries, regulatory approvals, Design Management, Procurement / Tendering Management,

Construction management & Post Construction management, defining linkages & establishing critical path.

- ii) Obtaining Schedules from Consultants/Architects, Contractors/Vendors etc., and integrating it with the overall Project Schedule.
- iii) Receive and evaluate detailed construction schedule from contractors and baseline.
- d) Coordinate with the Cost team for resource loading of the schedule.
- e) Get the contractor's schedule accepted by CLIENT and baseline it.
- f) Receive Updated schedule from contractor and evaluate in the light of last updated schedule. Raise flags in case of unauthorized changes made in the baseline.
- g) Prepare and submit a report to CLIENT on adequacy of updating, weightages, performance indices, potential delays, and Critical Path & trend analysis.
- h) Seek and study the catch-up schedule (wherever necessary) and advise on achievability.
- i) Advise CLIENT on Extension of Time claims.
- j) Monitor Contractors' procurement schedule and raise flag on potential delay.
- k) Project status monitoring through daily, fortnightly and monthly reports and presentations of items which need attention involving aspects of Time, Cost, EHS and Quality.
- l) Flag up schedule variances, roadblocks or any other risks affecting the overall timelines and suggest preventive / connective actions.

### **2.3 Quality**

- a) Establishing Quality Management Plan and its implementation
- b) Evaluate quality organization at site, general quality state, potential quality issues and report to CLIENT for preventive measures.
- c) Evaluate Contractors' Quality Management Plan, establish acceptance norms for QC and suggest Third Party Testing on requirement basis to CLIENT.
- d) Monitoring the quality standards by supervising and checking important incoming materials at site.
- e) Review test results and compare them with prescribed specifications. Wherever deviations are observed, suggest and initiate remedial actions.
- f) Carry out periodical Quality Assessment and give report on:
  - i) Quality documentation, procedure, and Quality organization at Site.
  - ii) Field Testing Lab, its equipment, calibration records, test records
  - iii) Third Part Test Records.
  - iv) Quality issues related to workmanship, material, methodology, setting out etc.



- v) Test record analysis.
- g) Witness tests randomly.

## 2.4 Safety

- a) Evaluate Safety arrangements at site, general safety readiness, safety consciousness, potential safety issues, at conformance to safety plans and report for preventive measures.
- b) Evaluate Contractors' Environmental Safety & Health (EHS) Plan.
- c) Carry out periodical EHS Assessment and give report to CLIENT on:
  - i) Safety documentation, procedure, and Safety organization at Site
  - ii) Safety Talks, Toolbox Talk (TBT), Demonstrations, and Induction trainings.
  - iii) Safety Management, training, rewards, motivation, drills etc.
  - iv) Site Safety Standard
    - a) Use of **Personal Protective Equipment (PPE)**
    - b) Permit To Work (PTW)
    - c) Safe Work Methodology for site activities.
    - d) Labor Camp Inspections
    - e) Medical establishment, training, tie-ups, trained staff, and ambulance etc.
  - v) Safety Awareness of the site staff.
- d) Carry out Root Cause Analysis of Safety Incidents and Near Miss as desired by CLIENT.
- e) Witness TBT.
- f) Identify Safety training needs.
- g) Prepare and submit the report covering all the parameters and Key Performance Indicator (KPI).
- h) Prepare & maintain standard Health, Safety and Environment (HSE) documents and ensure implementation at site as per tender conditions and statutory requirements.
- i) Report of non-compliance and recommendation of penalty to Client.
- j) Generation of Fortnightly/Monthly Safety Audit Report
- k) Ensure compliance with site EHS procedures and methods for incorporation to prevent/minimize accidents/incidents and conformance to strict Client requirements.

## **2.5 Bill Checking and Certification**

- a) Checking and certification of all contractors' bills as per payment milestones and (or) executed work and forwarding it to the Client for payment within the agreed timelines as specified in the contract documents.
- b) Recommending to Client a detailed rate analysis for all extra/non tendered items of works to finalize the quoted rate by the contractors.
- c) Recommend withholding payment on account of Safety/ Quality/Contractual non-conformances.
- d) Review reconciliation statement of various materials consumed and brought to site prepared by respective vendors.
- e) Check quantities exceeding and inform the cost implications to the Client to obtain approvals before executing.
- f) Preparation of monthly cash outflow statements with input from the Cost Team.
- g) Carry out (in consultation with the Cost Team), budget monitoring & Value Management with respect to the tender value for each package including the change orders on a regular basis.
- h) Gather from the client all the payment details & maintain a payment tracker of updated actual payments made to all agencies and update the monthly budget statement.
- i) Review the monthly claims and certification of work done for payments

## **2.7 Procurement and Contract Management**

- a) Assist Client in preparation of Procurement Strategy in agreement with the Project requirements.
- b) Assist Client in shortlisting and pre-qualification.
- c) Implementation of the strategy & assisting the client in procurement.
- d) Providing value added input for further optimizing the procurement strategy and work packaging
- e) Review of vendor sources to ensure compliance with requirements in terms of design, functional, technical, cost and time criteria.
- f) Assist in preparation of Work Orders / Purchase Orders & Award of Contract for all bought-out items to be signed by the Client.
- g) Regular updating of the Bought-Out Item tracker and follow-up on material deliveries / payments

## **3. Post Construction**

- a) Carry out handover inspections & identify rectification requirement of all defects.
- a) Preparing snag/punch lists and getting the rectification done of all defects.
- b) Keep progress of Handover, Snagging and De-slagging.

- c) Help CLIENT with vendors' and Contractors' rating.
- d) Handover Records to CLIENT.
- e) Compile a detailed report of lessons learnt at this project to enable Owner to take preventive actions in their future projects.
- f) Ensuring review of and acceptance of final as-built drawings from the Contractor / Architect.
- g) Verification of work upon completion and facilitate issuance of provisional and final completion certificates to Clients.
- h) Reviewing and verifying the "as-built" corrections to all plans, drawings and other documents which are provided by the contractors / vendors.
- i) Get from the contractors the "As-built" drawings, O&M manuals, guarantees/warranties, Critical spare parts list, catalogues, trades files etc. in the necessary formats.

#### 4. During Operation & Maintenance

- a) **Monitoring Contractor Performance** -To oversee the O&M contractor's performance, ensuring adherence to contract specifications, safety standards, and budget.
- b) **Advice and Consultation** - To provide guidance on operational matters, including best practices, equipment maintenance, and risk management.
- c) **Documentation and Record Keeping** - To maintain detailed records of O&M activities, ensuring compliance with regulatory requirements and facilitating future maintenance needs.
- d) **Quality Control** - To maintain quality control throughout the O&M phase, ensuring that the project continues to meet the required standards.
- e) **Budget Management** - To monitors the O&M budget and provides cost control recommendations to ensure efficient use of resources.
- f) **Risk Management** - To identify and address potential risks associated with O&M operations, including breakdowns, safety issues, and regulatory compliance.
- g) **Communication and Stakeholder Management** -To facilitate communication between the O&M contractor, the client, and other stakeholders, ensuring that everyone is informed and involved.
- h) **Compliance Reporting** - To assist with compliance reporting, ensuring that all regulatory requirements are met.

## 5. PMC Team Structure

### a. During Construction

Sr. No.	Category of Technical Manpower	Nos.	Educational Qualification	Experience
1	Team Leader - will lead the entire PMC team	1	B.E/B-Tech in Civil engineering discipline from recognized university with M Tech in relevant domain of Civil Engineering / MBA in related field	Minimum 15 years of experience in managing construction of large building projects (except industrial & residential)
2	Sr. Project Manager (MEP)	1	B.E/B-Tech in Mechanical Engineering or Electrical Engineering. from recognized university with M Tech in relevant domain of Mechanical or Electrical Engineering	Minimum 15 years of experience of project supervision, monitoring in construction of buildings & infrastructure projects
3	Sr. Project Manager (Civil)	1	B.E/B-Tech in Civil Engineering discipline from recognized university with M Tech in relevant domain of Civil Engineering	Minimum 10 years of experience for buildings & infrastructure projects having long span composite structures
4	Jr. Project Engineer (2 Civil & 1 MEP)	3	B.E/B-Tech in Civil, Mechanical Engineering or Electrical Engineering. from recognized university	Minimum 5 years of experience of project supervision, monitoring & control for buildings & infrastructure projects.
5	Billing Engineer	1	B.E. /B-Tech in Civil/Electrical/Mechanical Engineering discipline.from recognized university	Minimum 10 years of experience
6	Safety Engineer	1	B.E/B-Tech in Civil/Electrical/Mechanical Engineeringdiscipline from recognized university and relevant certifications	Minimum 10 years of experience in EHS management of Construction Projects.
7	Senior Technical Assistant	1	B.E/B-Tech in Civil/Electrical/Mechanical Engineering discipline from recognized university	Minimum 5 years of experience. Good knowledge of latest scheduling tools /

				software's is a must
8	Senior Technical Assistant	1	B.E/B-Tech in Civil/Electrical/Mechanical Engineer discipline from recognized university	Minimum 5 years of experience. Good knowledge of MIS tools & reporting

**b. During Operation & Maintenance**

Sr. No.	Category of Technical Manpower	Nos.	Educational Qualification	Experience
1	Team Leader - will lead the entire PMC team.	1	B.E/B-Tech in Civil engineering discipline from recognized university with M Tech in relevant domain of Civil Engineering / MBA in related field	Minimum 15 years of experience in managing construction of large building projects (except industrial & residential)
2	Sr. Project Manager (MEP)	1	B.E/B-Tech in Mechanical Engineering or Electrical Engineering. from recognized university with M Tech in relevant domain of Mechanical or Electrical Engineering / MBA in related field	Minimum 15 years of experience of project supervision, monitoring in construction of buildings & infrastructure projects
3	Jr. Project Engineer (Civil & Electrical)	2	B.E/B-Tech in Civil, Mechanical Engineering or Electrical Engineering. from recognized university	Minimum 5 years of experience of project supervision, monitoring & control for buildings & infrastructure projects.

**Note:-**

- 1 PMC shall not share/provide access to any information related to this job/project to any individual network or firm/company network system except to the authorized persons for reporting. PMC shall submit affidavit to maintain official secrecy on prescribed format on behalf of company and individual employed by the company. Violation to this shall attract punitive action as provided under Officials Secrets Act. PMC should sign a Non Disclosure Agreement (NDA).
- 2 **ITPO shall have absolute rights to stop services of technical manpower in part or whole with 30 days notice and firms shall have no right for claims of damages in this regard.**
- 3 Manpower identified and submitted with bid document should not be changed and same shall be got approved from the ITPO within 15 days of acceptance of offer. Only in exceptional circumstances, change will be

allowed with prior approval of ITPO. ITPO can ask for replacement of any person who is found to be incapable of performing the assigned job. **The manpower engaged during construction shall be continued till the Operation and maintenance period to ensure the continuity of services.**

- 4 **The manpower deployed as per the team structure provided in the contract may be increased or reduced at any time within the contract with prior notice of 15 days. The additional manpower in any category, if deployed in addition to the number mentioned in the NIT will be paid at the quoted rates. The payment of manpower will be made as per actual. The actual staffing may vary depending on the scope of work for each year. The Client reserves the right to change or modify the Key and additional personnel at any time.**
- 5 Manpower is to function from premise of client and for this suitable space with necessary internet connectivity will be provided. Manpower is to use their own laptops and will arrange any licensed software/operating system tools at their own cost. The manpower to mark their attendance in biometric machine arranged by PMC and set up in ITPO office. The attendance shall be considered the basis of their salary/payment from ITPO.
- 6 All National /Gazetted Holidays and Sundays will in general be holidays and applicable to the engaged manpower. However, if required by ITPO, the manpower has to attend their duties in case of exigency of work on holidays too, for which no extra shall be paid. Manpower can avail 8 casual leaves in a calendar year with prior approval from ITPO for which there shall be no deduction from the amount payable. Beyond that, for any extra days of leave, a sum of amount will be deducted from the monthly payment on pro rata basis.

## SECTION-I

### **Part-B: Proof Checking Consultancy of the structural & MEP design for this project**

#### **1. Proof Checking Consultancy**

PMC shall also act as Proof Checking Consultant (PC) and shall review the design work submitted by the design consultant of the Construction agency as per the **IS18299:2023 regarding Structural Design & Proof Checking Consultancy Services in India**. PMC shall review all stages related to a structure that includes conceptualization, planning, analysis, design, drawings, detailed proof-checking of the design submitted by the contractor. This also includes proof checking Documents and drawings submitted by the Contractor including examination of the Design Brief Report to check that the objectives of Structure, Mechanical, Electrical, Plumbing, Firefighting, Fire Alarm Safety and Building Management System services are accurately defined, along with regulatory requirements, and system parameters. The GFC drawings shall be issued only after approval of PMC. The GFC drawing shall be submitted by the Principal Design Consultant of the Construction agency only after getting approval of the Proof Checking Consultant of ITPO.

2. The PMC shall review the completeness and correctness of the structural design documents and drawings produced by the Principal design Consultant of the Contractor.
3. The PMC may be consulted by the Principal Design Consultant of the Construction agency during the design process to provide preliminary thoughts, opinions, or comments on critical issues.
4. The PMC shall document all the technical interactions with the Principal Design Consultant of the Construction agency.
5. The PMC shall thoroughly check the analysis and design calculation documents and structural drawings and be fully responsible (in addition and independent of the responsibilities of the Principal Design Consultant of the Construction agency) for the accuracy and completeness of all the analyses, designs, and drawings of the structure, and issuing a certificate for proof checking.
6. The PMC shall communicate approval in writing and sign the structural and MEP GFC drawings after signing by the Principal Design Consultant of the Construction agency.
7. The PMC shall certify that the structural system/scheme chosen by the Principal Design Consultant of the Construction agency is technically sound and is practically feasible to implement at site. do independent calculations, if necessary, to form a basis for arriving at the conclusions. Independent calculations shall invariably be done for complex, or important structures. All documents and drawings shall be physically and/or digitally signed with the date and stamped by the team leader of PMC before submitting them to the construction agency.
8. In case of any conflict of interest between the PMC and the Principal Design Consultant of the Construction agency, the decision of ITPO will be final and binding to both the parties.

9. The PMC shall ensure that the following requirements are complied with:
- All applicable statutory and regulatory requirements
  - Functional requirements of the structure (inter alia of technology know-how suppliers, system and equipment vendors, specialist consultants, and others)
  - Consideration of the relevant construction stage loadings;
  - Design service life of the structure as per applicable standards;
  - Delivery of services as per agreed timelines;
  - Consideration of risks including multi-hazard risks; and
  - Any other requirement of the Client.

Proof Checking Consultancy of Civil, Structural and MEP services design and materials stage wise shall be done by the domain experts of firm having minimum 15 years of experience. The 6 stages of work will be as per following:

Category	Stage/level	Time allowed from date of reference for each project/work
<b>Civil</b>	(i) BOQ	10 days
	(ii) Specification	10 days
<b>MEP Services</b>	(i) Design Basis Report	7 days
	(ii) BOQ	10 days
	(iii) Specification	10 days
	(iv) GFC	10 days

#### 10. Team Structure For Proof Consultancy

- The bidder must submit the CV of the following experts as part of Proof Consultancy Team, which will be based out of their own Office.
- This does not absolve the bidder from fielding a Team of other experts as per requirement and with a view to complete the task in time.
- The CV of the following SMEs (Subject Matter Experts) is required only for evaluation.

Sr. No.	Category of Technical Manpower	Nos.	Educational Qualification	Experience
1	Team Leader - will lead the entire Proof Consultancy team.	1	M Tech or equivalent degree in Structures with BE/B Tech. in Civil engineering	<b>Minimum 10 years of experience</b> in structural engineering designing of RCC and Steel Structure for large building projects having long span



				composite structure(except industrial & residential) costing more than Rs. 200 crore).
2	Civil Engineers	1	M Tech or equivalent degree in Structures with BE/B Tech. in Civil engineering	<b>Minimum 07 years of experience</b> in structural engineering designing of RCC and Steel Structure for building projects having long span composite structure (except industrial & residential) costing more than Rs. 500 crore.
3	MEP Engineers	1	M Tech or equivalent degree in Mechanical Engineering or Electrical Engineering with BE/B Tech in Mechanical or Electrical engineering	<b>Minimum 07 years of experience</b> MEP Design of building projects (except industrial & residential) costing more than Rs. 200 crore.

**Note:**

- (a) For measurement and payment purpose, only built-up area of building shall be measured but peer review/suggestion shall also include the proof consultancy on design/material/ MEP provided in the plot outside building foot print.
- (b) MEP services shall include all kind of services i.e. Plumbing, Electrical, HVAC, Firefighting, Fire Alarm, ICT, AV, BMS, CCTV, Access Control, Kitchen, Gate Security System & Lifts proposed in that work. Entire built-up area shall be considered for all MEP services/suggestion in one stage only.
- (c) **Proof consultancy of civil and MEP services will be preferably done by the firms themselves or/and can be got done by associating expert sub agency having experience of similar job of magnitude of 70% of tendered cost of items with prior approval of client. But the manpower of associated agency shall also have experience of 15 years for respective field.**

## SECTION II

### INFORMATION & INSTRUCTIONS FOR BIDDERS

#### 1.0 General:

- 1.1 Letter of transmittal and forms for deciding technical eligibility are given in Section III.
- 1.2 All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column, a “nil” or “no such case” entry should be made in that column. If any particulars / queries are not applicable in case of the bidder, it should be stated as “not applicable”. The bidders are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the eligibility bid being summarily disqualified. Application made by telegram or telex and those received late will not be entertained.
- 1.3 The bid should be filled and submitted online.
- 1.4 Pages of the RFP document are numbered. Additional sheets, if any added by the Consultant, should also be numbered by him. They should be submitted as a package with signed letter of transmittal.
- 1.5 References, information and certificates from the respective clients certifying suitability, technical knowledge or capability of the bidder should be signed by an officer not below the rank of Executive Engineer or equivalent.
- 1.6 The bidder may furnish any additional information, which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of eligibility criteria document unless it is called for by the employer.
- 1.7 Any information furnished by the bidder & found to be incorrect either immediately or at a later date, would render him liable to be debarred in future assignment in ITPO.

#### 2.0. Definitions:

- 2.1 In this document the following words and expression have their meaning here by assigned to them.
- 2.2 EMPLOYER/CLIENT means the ITPO, **Bharat Mandapam, New Delhior his successors.**
- 2.3 Bidder means the individual, proprietary firm, firm in partnership limited company, or private corporation.
- 2.4 “YEAR” means “Financial year” unless stated otherwise.

### **3.0 Method of application**

- 3.1 If the bidder is an individual, while submitting the documents mentioned in the list along with letter addressed to Manager (Civil) he shall sign above, and mention his/her full name, phone number and current address.
- 3.2 If the bidder is a proprietary firm, while submitting the documents mentioned in the list along with letter addressed to Manager (Civil), the proprietor shall sign above, and mention his/her name, phone number and the full name of his firm with its current address.
- 3.3 If the bidder is a firm in partnership, while submitting the documents mentioned in the list along with letter addressed to Manager (Civil) the letter shall be signed by all the partners of the firm above their full names and current addresses or alternatively by a partner holding power of attorney for the firm. In the later case, a certified copy of the power of attorney should accompany the application. In both the cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.
- 3.4 If the bidder is a limited company or a corporation, while submitting the documents mentioned in the list along with letter addressed to Manager (Civil) the letter shall be signed by a duly authorized person holding power of attorney for signing the application accompany by a copy of the power of attorney. The bidder should also furnish a copy of memorandum of articles of association duly attested by a Public Notary.

### **4.0 Final decision-making authority**

The Employer reserves the right to accept or reject any bid and to annul the process and reject all bids at any time without assigning any reason or incurring any liability to the bidders.

### **5.0 Particulars - provisional**

The particulars of the work given in section –I are provisional. They are liable to change and must be considered only as advance information to assist the bidder.

### **6.0 Project awareness**

The bidder is advised to make himself aware of the proposed assignment, at his own cost, and examine it and its surroundings himself, to collect all information that he considers necessary for proper assessment of the prospective assignment.

### **7.0 Initial Eligibility Criteria for Bidding**

- a) Bidder must be either of individual firm, proprietary firm, firm in partnership, limited company, or private corporation. (Consortium & Joint Venture are not permitted)

- b) The Firm/PMC should have completed following project monitoring consultancy jobs in India during the last 7 years ending date of upload of this RFP
- (i) Three PMC works of similar nature work having consultancy fee cost of minimum Rs. 6.89 Crore each, Or
  - (ii) Two Consultancy works of similar nature work having consultancy fee cost of minimum Rs. 10.33 Crore each, Or
  - (iii) One Consultancy works of similar nature work having consultancy fee cost of minimum Rs. 13.78 Crore.
- c) The Firm/PMC should be consultancy firm with registered office in India.
- d) Similar work/project shall mean Project Management Consultancy (PMC) assignments for construction or redevelopment of public infrastructure projects such as Exhibition Convention Centre, mixed use development projects or urban development projects having long span composite structures (e.g. new town/city, industrial park, SEZ, integrated townships). for Government Departments and PSUs
- 7.1 The value of executed work shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of previous month of receipt of tender.
- 7.2 The bidder's performance for each consultancy completed in the last seven years and in hand should be certified by an officer not below the rank of Executive Engineer or equivalent.
- 7.3 The bidder should have had average financial turnover of Rs. 15 crore in India during the last three consecutive years. Balance sheets duly audited by Chartered Accountant with Unique Document Identification Number (UDIN). Year in which no turnover is shown would also be considered for working out the average.
- 7.4 The bidder should not have incurred any loss (profit after tax should be positive) in more than two years during available last five consecutive balance sheets, duly audited and certified by the Chartered Accountant with Unique Document Identification Number (UDIN).

## 8.0 Evaluation criteria

- 8.1. The details submitted by the bidder will be evaluated in the following manner:
- 8.1.1 The bidders qualifying the eligibility criteria as set out in para 7.0 above will be evaluated for following criteria by scoring method given in Proforma-I on the basis of details furnished by them: -

(a)	Past experience	:	Maximum 20 Marks
(b)	Manpower credentials	:	Maximum 20 Marks
(c)	Financial strength	:	Maximum 10Marks

(d)	Approach and Methodology,	:	Maximum 50 Marks
	Total	:	100 marks

**NOTE:-**

- (i) Criteria for evaluation of technical performance is given in Performa I.
- (ii) To become eligible for qualification, the bidder must secure at least 50% (fifty percent) marks in each (section a, b, c, d) and 60% (sixty 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 formula to calculate the FCS is "FCS= (TS x 0.70) + (FS x 0.30). TS is the total technical score of the bidder out of 100 marks. FS is the bidder's financial score out of 100 marks by assigning 100 marks for lowest financial quote. FS of other bidder shall be worked out by formula-  $100 \times \frac{\text{Bid amount of L1 bidder}}{\text{Bid amount of that bidder}}$ .
- (v) The Bidder who obtains highest FCS shall be considered for award of work.

8.1.2 Even though any bidder may satisfy the above requirements, he would be liable to disqualification if he has:

- (a) Made **misleading or false representation or deliberately suppressed the information** in the forms, statements and enclosures required in the eligibility criteria document,
- (b) Record of poor performance such as abandoning work, not properly completing the contract, or financial failures / weaknesses etc.

**9.0 Financial information**

Bidder should furnish the financial information like Annual Financial Statement for the last five years (in Form "A").

**10.0 Experience in similar works**

10.1 Bidder should furnish the list of past experience and capabilities (in Form 'B')

10.2 Particulars of completed jobs and performance of bidder duly authenticated / certified by an officer not below the rank of Executive Engineer or equivalent should be furnished separately for each job completed (in Form 'C').

**11.0 Organization information**

11.1 Bidder is required to submit the following information in respect of his organization (in Form "D").

11.2 Details of proposed manpower with experience (In Form D1)

**12.0 LETTER OF TRANSMITTAL**

The Bidder should submit the letter of transmittal attached with the document.

**13.0 Opening of RFP Bid**

**13.1 The bid shall remain valid for 90 days from the date of submission of technical bid.**

**14.0 Employer's right to reject any bid**

**14.1** The employer reserves the right, without being liable for any damages or obligation to inform the bidder to:

- a) Amend the scope and value of contract to the bidder.
- b) Reject any or all the applications without assigning any reason.

**14.2** Any effort on the part of the bidder or his agent to exercise influence or to pressurize the employer would result in rejection of his bid. Canvassing of any client is prohibited.

**14.3 Conditional bids shall be summarily rejected.**

	Criteria	Grading Criteria	Sub Marks	Marks
<b>1</b>	<b>Past experience of the PMC (track record)</b>			<b>20</b>
1.1	Number of years' relevant experience of the company	a) Min 7 years as on date of uploading of this RFP  b) Beyond 7 years – 1 Mark for every additional year or part thereof subject to a maximum of 2 marks.	3  2	5
1.2	Past experience of consultancy of similar work			
1.2.1	In terms of Amount of Project Cost carried out in government/PSUs sector	a) Amount of one project cost = Rs. 500 crore  b) Beyond Rs. 500 crore, 2 Marks for every additional project cost of Rs. 250 crore subject to maximum of 3 marks.	5  3	8
1.2.2	In terms of Built-up area of Project	a) Built-up area of one project = 60,000sqm  b) Beyond 60,000sqm – 2 Marks for every additional 30,000sqmsubject to maximum of 3 marks.	4  3	7
	<p><b>Note:</b></p> <p>* Similar Work is defined as Exhibition cum Convention Centre having long span composite structures, mixed use development projects or urban development projects(e.g. new town/city, industrial park, SEZ, integrated townships) for government organizations and PSUs</p> <p>The emphasis will be on relevance of the projects to the assignment, size and nature of the projects i.e. of comparable size, complexity and technical specialty.</p> <p>The value of projects shall be brought to current costing level by enhancing the actual value of cost at simple rate of 7% per annum, calculated from the date of completion to date of upload of this RFP.</p>			
<b>2</b>	<b>General profile of qualification, experience and number of key staff on the roll of the firm to be offered for this project</b>			<b>20</b>
2.1	Team Leader - B.E/B-Tech in Civil engineering discipline from recognized university	a) Qualification • B.E. / B. Tech	4 3	8

	Criteria	Grading Criteria	Sub Marks	Marks
	with M Tech in relevant domain of Civil Engineering / MBA in related field  Minimum 15 years of experience in managing construction of large building projects (except industrial & residential)	<ul style="list-style-type: none"> <li>M Tech/ MBA</li> </ul> b) Experience <ul style="list-style-type: none"> <li>Min. 15 years' experience</li> <li>M Tech/ MBA</li> </ul>	1 4 3 1	
2.2	MEP Engineers – B.E/B-Tech in Mechanical Engineering or Electrical Engineering. from recognized university with M Tech in relevant domain of Mechanical or Electrical Engineering / MBA in related field  Minimum 15 years of experience of project supervision, monitoring in construction of buildings & infrastructure projects	a) Qualification <ul style="list-style-type: none"> <li>B.E. / B. Tech</li> <li>M Tech/ MBA</li> </ul> b) Experience <ul style="list-style-type: none"> <li>Min. 15 years' experience</li> <li>Upto 20 years experience</li> </ul>	3 2 1 3 2 1	6
2.3	Senior Project Manager (Civil) - B.E/B-Tech in Civil Engineering discipline from recognized university with M Tech in relevant domain of Civil Engineering / MBA in related field  Minimum 10 years of experience for buildings & infrastructure projects having long span composite structures	a) Qualification <ul style="list-style-type: none"> <li>B.E. / B. Tech</li> <li>M Tech/ MBA</li> </ul> b) Experience <ul style="list-style-type: none"> <li>Min. 10 years' experience</li> <li>Upto 15 years experience</li> </ul>	3 2 1 3 2 1	6
<b>3</b>	<b>Overall financial strength of the PMC in terms of turnover, profitability and cash flow (liquid assets) situation</b>			<b>10</b>
3.1	Turnover figure for last three years (India operation only)	a) Average Minimum Rs. 15 crores.  b) Beyond Rs. 15 crore, 1 mark for additional 7.50 crore subject to max 2 marks	3  2	5
3.2	Net profit figure for last three years (India operation only)	a) Average Minimum Rs. 3 crores  b) Beyond Rs. 3 crore, 1 mark	3  2	5



	Criteria	Grading Criteria	Sub Marks	Marks
		for additional 1 crore subject to max 2 marks		
<b>4</b>	<b>Approach and Methodology</b>			<b>40</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. <b>Note: Bidder shall submit brief while submitting bid in not more than 5 pages</b>	Understanding and appreciation of the challenges and complexities involved in the proposed project and how the bidder's proposal will be beneficial		20
4.2		Tools deployed by the bidder in similar projects, and how these worked to tackle project specific complexities and challenges and their impact and outcomes		10
4.3		Time plan, Capability building and innovation		5
4.4		Leveraging Global best practices for the monitoring of the project		5
<b>5</b>	<b>Proof Checking Consultancy Experience for Structural &amp; MEP design</b>			<b>10</b>
5.1	Own Design capacity with in house team of experts or associated sub consultant for design	<b>Design experience of similar project of amount Rs 350 crore or above</b>	3	5
		<b>Design experience of one additional similar project of amount Rs 200 crore</b>	2	
5.2	Required Experience of Design team	Team leader with min 10 years of experience Team leader with additional 5 years of experience Associate Designers (Civil and MEP experts) with min 7 year experience Associate Designers (Civil and MEP experts) with additional 5 year experience	2 1 1 1	5

While preparing the Technical Proposal, the bidders must take note and emphasize the following attributes which will be considered by Client in the technical evaluation:

- a) All technical staff proposed must be the permanent full time employees of the firm.
- b) PMC to ensure that Key Professional should exclusively be deployed for the project.
- c) The composition of the proposed Team and Task Assignment to individual staff shall be clearly stated.
- d) Experience in project management of world class exhibition centre cum conference centers and public access facilities.
- f) Experience of project management of infrastructure projects including roads, water, sewerage, public transport (metro / rail), power / energy, and drainage. Experience in multi – sector projects will be given due consideration;
- g) The bidders should provide certification from the client for the projects listed under the experience section. The certifications must confirm the project attributes (size, fee, duration etc.) and the scope of work on the projects; Substantial workforce doing buildings and infrastructure work in India, Understanding of local issues, state and central government organizations, decisions processes and approval requirements
- i) Key Professionals must be qualified and experienced by virtue of international and national experience, as required. No Key Professional shall be proposed if the CV does not meet the requirements listed in the RFP. A CV shall be summarily rejected if the educational qualification of the key personnel proposed does not match with the requirement as given in the RFP.
- j) No alternative proposal to any Key Professional shall be made and only one CV for each position shall be furnished.
- k) Each CV needs to have been recently signed by the key personnel and/or countersigned by the authorized official of the Firm. At the time of submission of bid proposal, the scanned copies of the signature of key personnel will be allowed but at the time of signing of contract, the original signature will be required. However, in both the cases, original counter signature of Authorized signatory shall be required in original.
- l) No Key Professional should have attained the age of 60 years at the time of submitting the Proposal. The client reserves the right to ask for proof of age, qualification and experience at any stage of the project execution.
- m) The Client reserves the right to ask for proof of age, experience and qualification (degrees, certifications) at any stage of the bid and project execution. Non-compliance will result in disqualification of the bid or termination of contract.
- n) All Key Professional should possess good communications and working knowledge of English language.
- o) The Key Professional shall remain available for the period as mentioned in RFP.

**SECTION III**  
**INFORMATION REGARDING ELIGIBILITY**  
**LETTER OF TRANSMITTAL**

From:

To

**The Manager (Civil),  
India Trade Promotion Organisation,  
Bharat Mandapam, New Delhi - 110001**

**Subject:** Project Management Consultancy for Monitoring, Coordination, and Supervision of the Redevelopment of Exhibition Hall No. 7 at Bharat Mandapam, New Delhi and Proof Checking Consultancy of the structural design submitted by the contractor for this project

Having examined the details given in tender document for the above work, I we hereby submit the relevant information.

1. I / we hereby certify that the statement made and information supplied in the enclosed forms A to D and accompanying statement are true and correct.
2. I / we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I / we also authorize **ITPO, Bharat Mandapam, New Delhi** to approach individuals, employers, firms and corporation to verify our competence and general reputation.
4. I/we have submitted the financial quote separately in prescribed format.
5. I/we hereby agrees for the terms and conditions of draft contract agreement.
6. I / we have submitted the necessary certificates in support of our suitability, technical knowledge and capability for having successfully completed the works/jobs.

**Certificate:** It is certified that the information given in the enclosed eligibility bid are correct. It is also certified that I/we shall be liable to be debarred in department/ministry for atleast 2 years, in any case information furnished by me/us found to be incorrect.

Enclosures:

Date of submission:

**Signature(s) of Bidders(s)**

**FINANCIAL INFORMATION FORM 'A'**

- I. Financial Analysis-Details to be furnished duly supported by figures in balance sheet / profit & loss account for the last five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

		<b>Financial Years</b>		
		<b>2022-23</b>	<b>2023-24</b>	<b>2024-25</b>
i)	Gross Annual turnover **			
ii)	Profit/Loss			

**\*\* Through PMC Works-** The CA certificate is required to be submitted at the time of bidding certifying that the quoted turnover is through PMC works.

**Signature of Chartered Accountant with Seal**

**Signature of Bidder(s)**

**FORM 'B'**

**Details of similar nature of consultancy jobs completed during the last seven years ending upto date of upload of this RFP**

<b>S. No.</b>	<b>Name of work/ project and location</b>	<b>Owner or sponsoring organization</b>	<b>Cost of work in crores of rupees</b>	<b>Date of commencement as per contract</b>	<b>Stipulated date of completion</b>	<b>Actual date of completion</b>	<b>Litigation/ arbitration cases pending /in progress with details*</b>	<b>Name and address/ telephone number of officer</b>	<b>Amount of consultancy fee</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>

\*indicate gross amount claimed and amount awarded by the Arbitrator.

Signature of Bidder(s)

**FORM 'C'**

Performance report of works referred to in Form "C"

Name of PMC

1.	Name of work / Project & Location		
2.	Agreement No.		
3.	Cost of consultancy		
4.	Completion Cost		
5.	Date of Start		
6.	Date of completion		
	i)	Stipulated Date of Completion	
	ii)	Actual Date of Completion	
7.	Performance Report		
	1)	Quality of job	Outstanding/Very Good/Good/Poor
	2)	Technical Proficiency	Outstanding/Very Good/Good/Poor
	5)	General Behavior	Outstanding/Very Good/Good/Poor

Dated:

Executive Engineer /Project In  
charge or Equivalent

**FORM 'D'****Structure & organization**

1.	Name & Address of the bidder	
2.	Telephone No./Telex No./Fax No/ email/Mobile	
3.	Legal status of the bidder (attach copies of original document defining the legal status).	
	a) An Individual	
	b) A proprietary firm	
	c) A firm in partnership	
	d) A limited company or Corporation	
4.	Particulars of empanelment with various Government bodies (Attach attested photo-copy).	
	<b><i>Organization / Place of Registration</i></b>	<b><u><i>Registration No.</i></u></b>
	1.	
	2.	
	3.	
5.	Names and titles of Directors & Officers with designation to be concerned with this work.	
6.	Designation of individuals authorized to act for the organization.	
7.	Has the bidder or any constituent partner in case of partnership firm, Limited Company / Joint Venture, ever been convicted by the court of law? If so, give details.	
8.	Details of team leader's persons with experience	
9.	Details of senior project managers with experience	
10.	Details of junior project managers with experience	
11.	Details of technical persons i.e. architect, MEP, Energy expert, lighting expert with experience	
12.	Any other information considered necessary but not included above.	

**SIGNATURE OF BIDDER(S)**

**FORM-D1**  
**Manpower proposed for deployment**

<b>S. No.</b>	<b>Name of person</b>	<b>Designation</b>	<b>Qualification</b>	<b>Experience</b>
1.		Team leader		
2.		Senior Project Manager (Civil)		
3.				
4.				
5.				
6.		Sr. Project Manager (MEP)		
7.				
8.				
9.				
10.		Domain experts for Proof Consultancy		
11.				
12.				
13.				

**For s.no. 10 to 13, details of manpower available with firm or of associated expert agency for proof consultancy to be provided. If required, more rows can be added.**



**DRAFT CONTRACT**  
**AGREEMENT**

**Between**

**ITPO, Bharat Mandapam, New Delhi**

**And**

**M/s**

.....

**For**

Submission of bids for the work **“Project Management Consultancy for Monitoring, Coordination, and Supervision of the Redevelopment of Exhibition Hall No. 7 at Bharat Mandapam, New Delhi and Proof Checking Consultancy of the structural & MEP design for this project “**

## **CONTENTS**

- I     CONTRACT FOR PMC'S SERVICES
- II    GENERAL CONDITIONS OF CONTRACT
- 1.    **General Provisions**
  - 1.1   Definitions
  - 1.2   Relation between the Parties
  - 1.3   Law Governing the Contract
  - 1.4   Language
  - 1.5   Headings
  - 1.6   Notices
  - 1.7   Location
  - 1.8   Authorized Representatives
  - 1.9   Taxes and Duties
- 2.    **Commencement, Completion, Modification and Termination of Contract**
  - 2.1   Effectiveness of Contract
  - 2.2   Termination of Contract for Failure to Become Effective
  - 2.3   Commencement of Services
  - 2.4   Expiration of Contract
  - 2.5   Entire Agreement
  - 2.6   Modification
  - 2.7   Force Majeure
    - 2.7.1       Definition
    - 2.7.2       No Breach of Contract
    - 2.7.3       Measures to be Taken
    - 2.7.4       Extension of Time
    - 2.7.5       Payments
    - 2.7.6       Consultation
  - 2.8   Suspension
  - 2.9   Termination
    - 2.9.1       By the Client
    - 2.9.2       By the PMC
    - 2.9.3       Cessation of Rights and Obligations
    - 2.9.4       Cessation of Services

2.9.5 Payment upon Termination

2.9.6 Disputes about Events of

### **3. Obligations of the PMC**

#### **3.1 General**

3.1.1 Standard of Performance

3.1.2 Law Governing Services

3.2 Conflict of Interests

3.2.1 PMC not to Benefit from Commissions discounts etc.

3.2.2 PMC and Affiliates not to be  
otherwise interested in Project

3.2.3 Prohibition of Conflicting Activities

3.3 Confidentiality

3.4 Liability of the PMC

3.5 Insurance to be taken out by the PMC

3.6 Accounting, Inspection and Auditing

3.7 PMC's Actions requiring Client's prior Approval

3.8 Reporting Obligations

3.9 Documents prepared by the PMC to be the Property of the Client

### **4. PMC's Personnel**

4.1 General

### **5. Obligations of the Client**

5.1 Assistance and Exemptions

5.2 Access to Land

5.3 Changes in the Applicable Law

5.4 Services, Facilities and Property of the Client

5.5 Payment

### **6 Payment to the PMC**

6.1 Cost Estimates; Ceiling Amount

6.2 Currency of Payment

i. Mode of Billing and Payment

### **7 Responsibility for accuracy of the project document**

7.1 General

7.2 Retention money

7.3 Compensation

7.4 Action for deficiency in services

**8 Fairness and Good Faith**

8.1 Good Faith

8.2 Operation of the Contract

**9 Settlement of Disputes**

9.1 Amicable Settlement

9.2 Dispute Settlement

**10 Change of Scope****11 Payment due to increase/decrease in wages/emoluments after receipt of bids****III. SPECIAL CONDITIONS OF CONTRACT****IV. APPENDICES**

Appendix A: Format for Bank Guarantee for Retention Money

Submission of bids for the work **“Project Management Consultancy for Monitoring, Coordination, and Supervision of the Redevelopment of Exhibition Hall No. 7 at Bharat Mandapam, New Delhi and Proof Checking Consultancy of the structural & MEP design for this project “**

This CONTRACT (hereinafter called the “Contract”) is made on the-----day of the Month of -- ----- 2025, between, on the one hand, **ITPO, Bharat Mandapam, New Delhi** (hereinafter called the “Client”) and,  
On the other hand, M/s-----  
----- (hereinafter called the “PMC”).

WHEREAS

- (A) the Client has requested the PMC to provide certain consulting services as defined in the General Conditions attached to this Contract (here in after called the “Services”);
- (B) the PMC, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOWHEREFORE the parties here to hereby agree as follow:

- 1 The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract (here in after called “GC”);
  - (b) The Special Conditions of Contract (hereinafter called “SC”);
  - (c) The following Appendices:  
Appendix A: Copy of Bank Guarantee for Retention Money
2. The mutual rights and obligations of the Client and the PMC shall be as set forth in the Contract; in particular:
  - (a) The PMC shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) Client shall make payments to the PMC in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties here to have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF  
(CMD, ITPO)

By  
Manager (Civil), ITPO, Bharat Mandapam

FOR AND ON BEHALF OF  
(PMC)

By  
Authorized Representative

## **Section III: GENERAL CONDITIONS OF CONTRACT**

### **1. GENERAL PROVISIONS**

#### **1.1 Definitions**

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

- (a) "Applicable Law means the laws and any other instruments having the force of law in the India as they may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract reattached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;
- (d) "Foreign currency" means any currency other than the currency of the Government of the India;
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means the Government of India;
- (g) "Local currency" means the currency of India;
- (h) "Member", in case the PMC consists of a individual, proprietary firm, firm in partnership, limited company or private, means any of these entities;
- (i) "Personnel" means persons hired by the PMC as employees and assigned to the performance of the Services or any part thereof; "foreign Personnel" means such persons who at the time of being so hired had their domicile outside India; and "local Personnel" means such persons who at the time of Being so hired had their domicile in side India;
- (j) "Party" means the Client or the PMC, as the case may be, and Parties means both of them;
- (k) "Services" means the work to be performed by the PMC pursuant to this Contract for the purposes of the Project;
- (l) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- (m) "Sub consultant" means any entity to which the PMC sub contract any part of the Services in accordance with the provisions of Clause GC 3.7; and
- (n) "Third Party" means any person or entity other than the Government, the Client, the PMC or a Sub consultant.

## 1.2 **Relation between the Parties**

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Client and the PMC. The PMC, subject to this Contract, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf here under.

## 1.3 **Governing Law and Jurisdiction**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India and the Courts at Delhi shall have exclusive Jurisdiction over matters arising out of or relating to this Agreement.

## 1.4 **Language**

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

## 1.5 **Table of Contents and Headings**

The table of contents, headings or sub-headings in this agreement are for convenience for reference only and shall not be used in, and shall not limit, alter or affect the construction and interpretation of this Contract.

## 1.6 **Notices**

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

1.6.2 Notice will be deemed to be effective as specified in the SC.

1.6.3 A party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SC with respect to Clause GC 1.6.2.

## 1.7 **Location**

The Services shall be performed at such locations as are specified in **Name of work** here to and, where the location of a particular task is not so specified, at such locations, whether in India or elsewhere, as the Client may approve.

## 1.8 **Authorized Representatives**

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

## 1.9 **Taxes and Duties**

Unless otherwise specified in the SC, the PMC shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Law.

## **2. Commencement, completion, modification, and termination of contract**

### **2.1 Effectiveness of Contract**

This Contract shall come into force and take effect on the date of the Client's notice to the PMC instructing to begin carrying out the Services. This notice shall confirm that the effectiveness of the conditions, if any, listed in the SC have been met.

### **2.2 Termination of Contract for Failure to Become Effective**

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than four (4) weeks written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

### **2.3 Commencement of Services**

The PMC shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the SC.

### **2.4 Expiration of Contract**

Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire when services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the SC.

### **2.5 Entire Agreement**

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

### **2.6 Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 hereof, however, each party shall give due consideration to any proposals for modification made by the other Party.

### **2.7 Force Majeure**

#### **2.7.1 Definition**

If at any time, during the continuance of this Contract, the performance in whole or in part, by either party, of any obligation under this Contract is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, act of State or direction from Governmental Authority, explosion, epidemic, pandemic, quarantine restriction, strikes and lockouts(as are not limited to the establishments and facilities of the Parties), fire, floods, natural calamities or any act of GOD (hereinafter referred to as



"Event"), provided notice of happenings of any such Event is given by the affected party to the other, within 7 Calendar days from the date of occurrence thereof, neither Party shall, by reason of such event, be entitled to terminate this Contract, nor shall either Party have any such claims for damages/compensation/costs/expenses against the other, in respect of such non- performance or delay in performance provided the Contract shall be resumed as soon as practicable, after such Event comes to an end or ceases to exist. The decision of the CMD, ITPO as to whether the service may be so resumed (and the time frame within which the service may be resumed) or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event for a period exceeding 30 days, either party may, at its option, terminate the Contract.

#### **2.7.2 No Breach of Contract**

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

#### **2.7.3 Measures to be taken**

- (a) A party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations here under with a minimum of delay.
- (b) A party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

#### **2.7.4 Extension of Time**

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

#### **2.7.5 Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the PMC shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Services after the end of such period.

#### **2.7.6 Consultation**

Not later than thirty (30) days after the PMC, as the result of an event of Force Majeure, have become unable to perform a material portion of the

Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

## **2.8 Suspension**

The Client may, by written notice of suspension to the PMC, suspend all payments to the PMC here under if the PMC fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension,

(i) shall specify the nature of the failure, and (ii) shall request the PMC to remedy such failure with in a period not exceeding thirty(30) days after receipt by the PMC of such notice of suspension.

## **2.9 Termination**

### **2.9.1 By the Client**

The Client may, by not less than thirty (30) days written notice of termination to the PMC, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause 2.9.1, terminate this Contract:

- (a) If the PMC fail to remedy a failure in the performance of their obligations under the contract, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within fifteen(15) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- (b) If the PMC becomes insolvent or bankrupt or enter in to any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the PMC fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause8 hereof;
- (d) If the PMC submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the PMC know to be false;
- (e) If, as the result of Force Majeure, the PMC are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (f) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

### **2.9.2 By the PMC**

The PMC may, by not less than thirty (30) day's written notice to the Client, such Notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.9.2, terminate this Contract:

- (a) If the Client fails to pay any money due to the PMC, pursuant to this contract and not subject to dispute pursuant to Clause 8 hereof

within forty-five (45) days after receiving written notice from the PMC that such payment is overdue;

- (b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty five (45) days (or such longer period as the PMC may have subsequently approved in writing) following the receipt by the Client of the PMC" notice specifying such breach;
- (c) If, as the result of Force Majeure, the PMC are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause 8 hereof.

### **2.9.3 Cessation of Rights and Obligations**

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

### **2.9.4 Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the PMC shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the PMC and equipment and materials furnished by the Client, the PMC shall proceed as provided, respectively, by Clauses 3.9 or 3.10 hereof.

### **2.9.5 Payment upon Termination**

Upon termination of this Contract pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Client shall make the following payments to the PMC (after offsetting against these payments any amount that may be due from the PMC to the Client):

- (i) Remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the effective date of termination.
- (ii) Reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the effective date of termination; and
- (iii) Except in the case of termination pursuant to paragraphs (a) through (d) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including

the cost of the return travel of the PMC" personnel and their eligible dependents.

#### **2.9.6 Disputes about Events of Termination**

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

### **3. OBLIGATIONS OF THE PMC**

#### **3.1 General**

##### **3.1.1 Standard of Performance**

The PMC shall perform the services and carry out their obligation hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The PMC shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultant or Third Parties.

##### **3.1.2 Law Governing Services**

The PMC shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub Consultant, as well as the Personnel and agents of the PMC and any Sub Consultant, comply with the Applicable Law. The Client shall advise the PMC in writing of relevant local customs and the PMC shall, after such notifications, respect such customs.

#### **3.2 Conflict of Interests**

##### **3.2.1 PMC not to Benefit from Commissions, Discounts, etc.**

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

##### **3.2.2 PMC and Affiliates not to be otherwise interested in Project**

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

### **3.2.3 Prohibition of Conflicting Activities**

Neither the PMC nor their Sub Consultant nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- (a) During the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; or
- (b) After the termination of this Contract, such other activities as may be specified in the SC.

### **3.3 Confidentiality**

PMC shall maintain high level of professional ethics and shall not act in any manner, which is contrary to any laws and/or detrimental to ITPO's interest. PMC shall treat as confidential any and all data, information and records, obtained/received in the performance/execution of its responsibilities, in strict confidence and shall not reveal such data, information or records to any other person/party without the prior written approval of the ITPO, even after expiry/termination/determination of the Contract. ITPO shall take necessary legal and other remedial actions for infringement of this clause.

### **3.4 Liability of the PMC**

Subject to additional provisions, if any, set forth in the SC, the PMC's liability under this Contract shall be as provided by the Applicable Law.

### **3.5 Intellectual Property Rights**

ITPO's name/logo/other IPRs shall be the sole and exclusive property of ITPO only. For any misuse/misrepresentation/unauthorized use of ITPO's name/logo/IPRs by the Contractor/Agency and/or their sub-agents/sub-contractors/employees etc., the Contractor/Agency shall be held solely responsible. ITPO shall not be responsible for any harm or loss caused to any third party because of any such misuse/misrepresentation/unauthorized use of ITPO's name/logo/IPRs. PMC shall indemnify ITPO against any misuse/misrepresentation/unauthorized use of ITPO's name/logo/IPRs and/or any claim(s) relating to infringement of any intellectual property rights committed by them/their sub-agents/sub-contractors/employees etc. ITPO shall take necessary legal and other remedial actions, as deemed fit, for such violations.

### **3.5 Insurance to be taken out by the PMC**

The PMC (i) shall take out and maintain, and shall cause any Sub-PMC to take out and maintain, at their (or the Sub Consultant', as the case may be) own cost but on standard terms and conditions approved by the Client, insurance against the risks, and for the coverage for the manpower deployed and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

### **3.6 Accounting, Inspection and Auditing**

The PMC (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all

relevant time charges and cost, and the bases thereof (including the bases of the PMC' costs and charges), and (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Contact, to provide copies of the same on the request of client.

### **3.7 PMC' Actions requiring Client's prior Approval**

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

- (a) Entering into a sub-contract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the Sub-contract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the PMC shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract;
- (b) Any other action that maybe specified in the SCC.

### **3.8 Reporting Obligations**

The PMC shall submit to the Client the reports and documents specified hereto, in the form, in the numbers and within the time periods set forth in the saidAppendix.

### **3.9 Documents prepared by the PMC to be the Property of the Client**

All reports and other documents (hard and soft) prepared by the PMC in performing the Services shall become and remain the property of the Client, and the PMC shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. Restrictions about the future use of these documents shall be as specified in the SC.

## **4. PMCS' PERSONNEL**

### **4.1 General**

The PMCs shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

## **5. OBLIGATION OF THE CLIENT**

### **5.1 Assistance and Exemptions**

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

- (a) Provide the PMC, Sub Consultant and Personnel assistance/recommendations for the work permits and such other documents as shall be necessary to enable the PMC, Sub Consultant or Personnel to perform the Services;
- (b) Assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all supporting papers for necessary entry and exit

visas, residence permits, exchange permits and any other documents required for their stay in India;

- (c) Facilitate prompt clearance through customs of any property required for the Services;
- (d) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

## 5.2 Access to Land

The Client warrants that the PMC shall have, free of charge, unimpeded access to all sites/ locations in respect of which access is required for the performance of the Services.

## 5.3 Changes in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the PMC in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the PMC under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause 6.1(b).

## 5.4 Payment

In consideration of the Services performed by the PMC under this Contract, the Client shall make to the PMC such payments and in such manner as is provided by Clause 6 of this Contract.

# 6. PAYMENT TO THE PMC

## 6.1 Cost Estimates; Ceiling Amount

- (a) An abstract of the cost of the Services payable in **local currency (Indian Rupees)** is set forth in **Financial Bid and Payment Schedule**.
- (b) Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1(c), the payments under this Contract shall not exceed the ceiling specified in the SC. The PMC shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of the ceiling.
- (c) Notwithstanding Clause 6.1(b) hereof, if pursuant to Clauses 5.4 hereof, the Parties shall agree that additional payments shall be made to the PMC in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause 6.1(a) above, the ceiling set forth in Clause 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

## 6.2 Currency of Payment

- (a) The payment shall be made in Indian Rupees.

### 6.3 Mode of Billing and Payment

Billing and payments in respect of the Services shall be made as follows: -

#### (a) Payment Schedule

The PMC will be paid quarterly upon receiving invoice by ITPO.

- (b) The final payment under this Clause shall be made only after the final report is approved or 6 months of submission of final report, whichever is earlier, and a final statement, identified as such, shall have been submitted by the PMC and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory one hundred and eighty (180) calendar days after receipt of the final report and final statement by the Client unless the Client, within ninety (90) day period, gives written notice to the PMC specifying in detailed deficiencies in the Services, the final report or final statement. The PMC shall there upon promptly make any necessary corrections, and upon completion of such corrections, therefore going process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the PMC to the Client within thirty (30) days after receipt by the PMC of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.

### 7. Responsibility for Accuracy of Project Documents

#### 7.1 General

- 7.1.1 The PMC shall be responsible for accuracy of the data collected, by him directly or procured from other agencies/authorities, and all other details prepared by him as part of these services. PMC shall indemnify, defend and hold ITPO and its officers/officials harmless against any and all proceedings, actions, losses, damages, expenses, costs and third party claims whatsoever whether financial or otherwise, including liability for payment of contributions/dues to EPFO/ESIC/Govt. Departments/Local Bodies/ Authorities etc. which ITPO may sustain, incur, suffer or be exposed to at any time during the subsistence of the Contract and subsequent thereto relating to the period of Contract, arising out of a breach by the Contractor/Agency, its sub-contractors, sub-agents, employees, etc. of any of its obligations under the Contract.

#### 7.2 Compensation for delay

**In case of delay in providing manpower, as prescribed a compensation equal to 0.10% (zero decimal one percent) of the contract price per day subject to a maximum 5% (Five percent) of the contract value will be imposed and shall be recovered from payments due/performance security/recovered retention money.** However, in case of delay due to reasons beyond the control of the PMC, suitable extension of time will be granted. Decision of Engineer-in-charge communicated in writing shall be final and binding for the PMC.

Total amount of recovery from all compensation shall be limited to 10% of the Consultancy Fee.



### **7.3 ACTION FOR DEFICIENCY IN SERVICES**

#### **7.3.1 PMC liability towards the Client**

PMC shall be liable to indemnify the client for any direct loss or damage accrued or likely to accrue due to deficiency in service rendered by him.

#### **7.3.2 Warning / Debarring**

In addition to the penalty as mentioned in para 7.3, warning may be issued to the erring PMC for minor deficiencies. In the case of major deficiencies in the deliverables involving time and cost overrun and adverse effect on reputation of ITPO, other penal action including debarring for certain period may also be initiated as per policy of ITPO.

### **8. FAIRNESS AND GOOD FAITH**

#### **8.1 Good Faith**

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

#### **8.2 Operation of the Contract**

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

### **9. SETTLEMENT OF DISPUTES**

#### **9.1 Amicable Settlement**

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

#### **9.2 Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the following provisions-

##### **9.2.1 Selection of Arbitrators**

In case of any dispute, both the parties shall make all efforts to resolve by way of conciliation process. In the event any doubt, dispute or difference arising out of or in relation to the Contract remains unresolved, both the parties to the Contract will mutually appoint a Sole Arbitrator, in accordance with the Arbitration and Conciliation Act, 1996. The provisions of Arbitration & Conciliation Act, 1996 (as amended from time to time) shall apply to both the parties. The fee payable to the Arbitrator shall be paid equally by both the parties. The language used in the arbitral proceedings shall be English.

The venue of the arbitration proceedings shall be the Office of ITPO, i.e. Bharat Mandapam, New Delhi.

### **9.2.2 Substitute Arbitrators**

If for any reason an arbitrator is unable to perform his function, a substitute Arbitrator shall be appointed in the same manner as the original arbitrator.

### **9.2.3 Qualifications of Arbitrators**

The sole arbitrator appointed hereof shall be a Graduate Engineer with experience in handling Consultancy contracts at a level not lower than Chief Engineer (Joint Secretary level of Government of India). This shall be treated as a mandatory qualification to be appointed as arbitrator.

### **9.2.4 Miscellaneous**

In any arbitration proceeding hereunder:

- (a) All disputes arising out of and in relation to the contract between the parties herein shall be governed by Laws of India subject to the exclusive jurisdiction of the courts of Delhi only.
- (b) The English language shall be the official language for all purposes; and  
[Note: English language may be changed to any other Language, with the agreement of both the Parties.]
- (c) The decision of the sole arbitrator shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.
- (d) Parties, before or at the time of appointment or Arbitral Tribunal may agree in writing for fast track arbitration as per the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015.
- (e) Subject to provision in the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015 whereby the counter claims if any can be directly filed before the arbitrator without any requirement of reference by the appointing authority, the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/-, the arbitrator shall give reasons for the award.
- (f) It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid as per the Act.
- (g) The place of arbitration shall be such place as may be fixed by the Arbitral Tribunal in consultation with both the parties. Failing any such agreement, the Arbitral Tribunal shall decide the venue.

## **10. Change of Scope**

The change of Scope on account of variation in Letter of Invitation of the RFP shall be dealt as follows:

- i) During the course of consultancy services in case it is considered necessary to increase/decrease the scope of services by the client the same shall be notified by Change of scope notice. Similarly, if the PMC determines that change of scope is needed, he shall inform of the same to the Client. The Client will examine and shall either reject the proposal or issue change of scope notice.

### Section III: SPECIAL CONDITIONS OF CONTRACT

#### A. Amendments of, and Supplements to, Clauses in the General Conditions

1.1 (a) The words “in the Government’s country” are amended to read “in INDIA”

1.2 The language is: **English**

1.3 The addresses are:

**For the Client:**

**ITPO, Bharat Mandapam  
New Delhi**

**For the PMC:**

**Attention:**

**Name**

**Designation**

**Address**

**Tel:**

**E-mail address**

1.4 Notice will be deemed to be effective as follows:

- (a) In the case of personal delivery or registered mail, on delivery;
- (b) In the case of facsimiles, 24 hours following confirmed transmission.
- (c) In case of Email, 24 hours following confirmed transmission.

1.5 The Authorized Representatives are:

**For the Client:**

ITPO, Bharat Mandapam, New Delhi or his successor.

For the PMC:       Name

Designation

1.6 The PMC shall pay the taxes, duties, fees; levies and other impositions levied under the existing, amended or enacted laws (prevailing on before the last date of submission of bids) during life of this contract and the Client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

2.1 **The conditions of the contract shall be effective from date of award of work to PMC.**

2.2 The time period for providing services is 54 months or such other time period as the parties may agree in writing.

3. Limitation of the PMC's Liability towards the Client.

- (a) Except in case of negligence or willful misconduct on the part of the PMC or on the part of any person or firm acting on behalf of the PMC in carrying

out the Services, the PMC, with respect to damage caused by the PMC to the Client's property, shall not be liable to the Client:

i. For any indirect or consequential loss or damage; and

ii. For any direct loss or damage that exceeds

(A) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the PMC hereunder, or

(B) the proceeds the PMC may be entitled to receive from any insurance maintained by the PMC to cover such a liability, whichever of (A) or (B) is higher.

(C) This limitation of liability shall not affect the PMC's liability, if any, for damage to Third Parties caused by the PMC or any person or firm acting on behalf of the PMC in carrying out the Services.

4 The ceiling amount in local currency is **bid accepted amount**.

5 **The account is:** To be provided by the PMC

7. Earnest Money & Cost of Tender

Earnest Money Deposit (EMD) & Cost of tender is to be deposited electronically by NEFT/RTGS in the account of ITPO at the below mentioned details or Demand Draft /Bank Guarantee in favour of ITPO payable at New Delhi. Bidders are required to submit the details of EMD payment at the time of Bid Preparation. The EMD of unsuccessful bidders shall be returned whereas for successful bidder, it shall be adjusted against Security Deposit from Running Account (R/A) Bills.

8. PMC to assist ITPO in getting clearances from local bodies. The fee towards local bodies to be borne by ITPO.

9. PMC shall be liable to pay ITPO five times of the tendered amount in case of structural issues are observed upto 10 years of completion of O & M period.

10. PMC should file an ECR against ESI & EPF for the individual workers engaged in ITPO & submit the same before payment.

## Section IV: APPENDIX A

On non-judicial stamp paper of minimum Rs. 100

**(Guarantee offered by Bank to ITPO in connection with the execution of contracts)**

**Form of Bank Guarantee/e-Bank Guarantee for Earnest Money Deposit / Performance**

**Guarantee / Security Deposit / Mobilization Advance/ Secured Advance/In-lieu of Milestone Withheld**

1. Whereas the Manager (Civil), ITPO, Bharat Mandapam on behalf of the CMD (ITPO) (herein referred as The Client) has invited bids under **178-ITPO/10/Engg/2025-26** dated 10.06.2025 for Appointment of Project Management Consultant for Monitoring, Coordination, and Supervision of the Redevelopment of Exhibition Hall No. 7 at ITPO, Bharat Mandapam. The Client has further agreed to accept irrevocable Bank Guarantee for Rs..... (Rupees .... only) valid upto..... (date)\*..... as Earnest Money Deposit from..... (name and address of contractor)..... (hereinafter called "the contractor") for compliance of his obligations in accordance with the terms and conditions of the said NIT.

**OR\*\***

- Whereas the Manager (Civil), ITPO, Bharat Mandapam on behalf of the CMD (ITPO) has entered into an agreement bearing number **M(RB)/ITPO/10/Engg/2025-26** with ..... (name and address of the contractor)..... (hereinafter called "the Contractor") for execution of work Appointment of Project Management Consultant for Monitoring, Coordination, and Supervision of the Redevelopment of Exhibition Hall No. 7 at ITPO, Bharat Mandapam. The Client has further agreed to accept an irrevocable Bank Guarantee for Rs. .... (Rupees .... only) valid upto..... (date)..... as Performance Guarantee / Security Deposit/ Mobilization Advance/ Secured Advance/In-lieu of Milestone Withheld from the said Contractor for compliance of his obligations in accordance with the terms and conditions of the agreement.
2. We, ..... (indicate the name of the bank) ..... (herein after referred to as "the Bank"), hereby undertake to pay to the Government an amount not exceeding Rs ..... (Rupees ..... only) on demand by the Government within 10 days of the demand.
  3. We, ..... (indicate the name of the Bank) ....., do here by undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. .... (Rupees ..... only)

4. We, ..... (indicate the name of the Bank) ....., further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any Court or Tribunal, our liability under this Bank Guarantee being absolute and unequivocal. The payment so made by us under this Bank Guarantee shall be a valid discharge of our liability for payment there under and the contractor shall have no claim against us for making such payment.
5. We, ..... (indicate the name of the Bank) ....., further agree that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. We, ..... (indicate the name of the Bank) ....., further agree that the Government at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor at the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Government may have in relation to the Contractor's liabilities.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
8. We, ..... (indicate the name of the Bank) ....., undertake not to revoke this guarantee except with the consent of the Government in writing.
9. This Bank Guarantee shall be valid up to ..... unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. .... (Rupees ..... only) and unless a claim in writing is lodged with us within the date of expiry or extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged. with us within the date of expiry or extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Date .....

Witnesses:

1. Signature .....

Name and address

Authorized signatory

Name

Designation

Staff code no.

2. Signature .....

Bank seal

Name and address

\* Date to be worked out on the basis of validity period of 90 days where only financial bids are invited and 180 days for two / three bid system from the date of submission of tender.

\*\* In Paragraph 1, strike out the portion not applicable. Bank Guarantee will be made either for earnest money or for performance guarantee / security deposit / mobilization advance, as the case may be.

### **Details of Accounts: -**

Name of the Beneficiary	:	India Trade Promotion Organisation.
Name of the Bank	:	Central Bank of India
Branch Address	:	Bharat Mandapam, New Delhi
Account No.	:	1167404133
Type of Account	:	Saving
RTGS Code	:	CBIN0284078
MICRCODE	:	110016150
PAN NO.	:	AAATI2955C