



ITPO

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

REQUEST FOR PROPOSAL

For

**Selection of Architect Consultant / Firm for preparation of Detailed Project
Report and providing subsequent assistance to ITPO during Construction
Period in the remaining portion of Re-Development of Bharat Mandapam
Complex, New Delhi**

No. 1 – ITPO (5) / IECC / 2024

23rd April 2024

(Pragati Maidan, New Delhi-110001)

Email: gmprojects@itpo.gov.in

Website: <http://www.indiatradefair.com>

Table of Contents

Disclaimer	3
1. Data Sheet.....	6
2. Letter of Invitation & Background	8
2.1 Invitation	8
2.2 Background	8
3. Instruction to Bidders	9
3.1 Introduction	9
3.2 Clarification and amendment of RFP Documents	11
3.3 Earnest Money Deposit and Performance Guarantee.....	12
3.4 Preparation of Proposal	13
3.5 Guidance to the Bidder.....	15
3.6 Proposal Evaluation	15
3.7 Letter of Award and Agreement.....	17
3.8 Confidentiality.....	17
3.9 Corrupt and Fraudulent Practices	17
3.10 Pre-Bid Meeting.....	19
3.11 Miscellaneous.....	19
3.12 Conflict of Interest.....	20
4. Eligibility Criterion	23
4.1 Legal Status	23
4.2 Firm's Work Experience.....	23
4.3 Financial Capacity.....	25
4.4 Team Composition Requirements	26
5. Scope of Work & Deliverables	27
6. Evaluation Criterion	31
7. Payment Schedule	34
8. Pre-Bid Meeting and Communication.....	36
9. Completion of Services.....	37
Annexure 1: Draft Agreement.....	38
1. General	38
2. Commencement, Completion and Termination of Agreement.....	43
3. Obligations of the Consultant	47
4. Consultant's Personnel and Sub-Consultants	54
5. Obligations of the Authority.....	56
6. Payment to the Consultant	57

7.	Liquidated Damages And Penalties	59
8.	Fairness and Good Faith	60
9.	Settlement of Disputes	60
10.	Annexure 1 Scope of Work (Agreement)	62
11.	Annexure 2 Deployment of Key Personnel (Agreement).....	66
12.	Annexure 3 Approved Sub-Consultants (Agreement).....	66
13.	Annexure 4 Payment Schedule (Agreement)	66
	Annexure 2: Letter of Award to Successful Bidder	68
	Annexure 3: Eligible Assignments of the Bidder	69
	Annexure 4: Financial Letter.....	70
	Annexure 5: Financial Proposal.....	71
	Annexure 6: Completion Certificate	72
	Annexure 7: Curriculum Vitae (CV) of Professional Personnel.....	73
	Annexure 8: Indicative Layout of Area for Re-Development.....	75
	Annexure 9: Performance Bank Guarantee Form	76
	Annexure 10: Check List of Documents.....	79

Disclaimer

1. This request for proposal and any other documents and information provided subsequently to the bidders (defined hereinafter), whether verbally, documentary, or any other form, by or on behalf of Licensing Authority or Tendering Authority or any of their employees or consultants or advisors, is provided to bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such additional documents and information shall be provided, from time to time. In no circumstances shall the Tendering Authority or Licensing Authority, or its employees, officers, directors, advisors, consultants, contractors and/or agents incur any liability arising out of or in respect of the issue of this RFP, or the Bidding Process set out herein.
2. This RFP is, or neither an offer nor invitation by Licensing Authority / Tendering Authority or to the prospective bidders or any other person and no agreement or transaction shall be deemed to be entered into, either oral or in writing, till the Definitive Documents (defined hereinafter) are executed. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their bid documents, to be submitted pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by Licensing Authority or Tendering Authority as the case maybe in relation to their business model. The RFP, assumptions, assessments, statements contained herein and any clarifications, amendments, additional information or addenda issued pursuant hereto are only to provide selective summaries of available information and do not purport to contain all the information that each bidder may require for the purposes of making a decision for participation in this bidding Process.
3. This RFP may not be appropriate for all persons, and it is not possible for Licensing Authority / Tendering Authority, their employees or consultants or advisors to consider the objectives, techno-commercial expertise and particular needs of each bidder who reads or uses this RFP. This RFP is subject to updating, expansion, revision, and amendment at the sole discretion of the Licensing Authority or the Tendering Authority, without the requirement of prior notices to the bidders or any other person. 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 RFP and obtains independent advice from appropriate sources.
4. The information provided in this RFP to the bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Licensing

Authority or Tendering Authority accept no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

5. Whilst the information in this RFP has been prepared in good faith, no reliance shall be placed on any information or statements contained herein, the Licensing Authority or Tendering Authority, their employees, officers, directors, consultants, advisors, contractors and its agents make no representation or warranty and shall have no liability to any person including any bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process and it shall not be assumed that such information or statements will remain unchanged. The Licensing Authority or Tendering Authority also accept no liability of any nature whether resulting from negligence or otherwise caused or arising out of reliance of any bidder upon the statements contained in this RFP.
6. The Licensing Authority or Tendering Authority may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP but do not undertake to provide any bidder with access to any additional information, or to update the information in this RFP or to correct any inaccuracies herein.
7. The issue of this RFP does not imply that Licensing Authority or Tendering Authority is bound to select a bidder or to appoint the Successful Bidder, as the case may be and Licensing Authority or Tendering Authority reserve the right to reject all or any of the Bids without assigning any reasons whatsoever.
8. The bidder shall bear all its costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Licensing Authority or Tendering Authority, or any other costs incurred in connection with or relating to its bid. All such costs and expenses will remain with the bidder, and Licensing Authority or Tendering Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the bidding process.

9. This RFP is being made available to the Bidder(s) on the terms set out in this RFP and is confidential. This RFP has not been filed, registered, or approved in any jurisdiction. Its possession or use in any manner contrary to any Applicable Law (defined hereinafter) is expressly prohibited. The bidders shall inform themselves of any applicable legal requirements in respect of this RFP and shall observe the same.
10. The bidders are expected to read the entire RFP including all annexures and carry out their own diligence, surveys and other investigations before submitting their respective Bids.
11. The Laws of the Republic of India are applicable to this RFP. Courts with competent jurisdiction at New Delhi, India shall have exclusive jurisdiction in relation to any disputes arising out of or in relation to this RFP Document.
12. This RFP is not transferable.
13. The Tendering Authority reserves the right to change, modify, or amend any or all provisions of this RFP. Such revisions to the RFP or amended RFP as the case maybe, will be made available on the CPP portal and on ITPO's corporate website only. Any reference to the RFP herein shall be deemed to be a reference to the RFP as may be revised by the Tendering Authority.

1. Data Sheet

S.No.	Description	Detail												
1.	Name of Work	Selection of Architect Consultant / Firm for preparation of Detailed Project Report and providing subsequent assistance to ITPO during Construction Period in the remaining portion of re-development of Bharat Mandapam Complex, New Delhi												
2.	Person In charge of Bid	General Manager (Works), ITPO												
3.	Tender Fee	Rs. 5,900 incl GST												
4.	Earnest Money	Rs. 10,00,000 (Rupees Ten Lakhs Only)												
5.	Performance Guarantee	5% of Bid Value for Successful Bidder												
6.	Accepting Authority	Chairman & Managing Director, ITPO												
7.	Bid Validity Period	90 days from the date of opening of the bid.												
8.	Bank Details	<table border="1"> <tr> <td>Name of the Beneficiary</td> <td>ITPO</td> </tr> <tr> <td>Name of the Bank</td> <td>CENTRAL BANK OF INDIA</td> </tr> <tr> <td>Bank Address</td> <td>PRAGATI MAIDAN, NEW DELHI-110001</td> </tr> <tr> <td>Account No.</td> <td>1167404133</td> </tr> <tr> <td>Type of Account</td> <td>SAVINGS</td> </tr> <tr> <td>IFSC</td> <td>CBIN 0284078</td> </tr> </table>	Name of the Beneficiary	ITPO	Name of the Bank	CENTRAL BANK OF INDIA	Bank Address	PRAGATI MAIDAN, NEW DELHI-110001	Account No.	1167404133	Type of Account	SAVINGS	IFSC	CBIN 0284078
Name of the Beneficiary	ITPO													
Name of the Bank	CENTRAL BANK OF INDIA													
Bank Address	PRAGATI MAIDAN, NEW DELHI-110001													
Account No.	1167404133													
Type of Account	SAVINGS													
IFSC	CBIN 0284078													
9.	Method of Selection	Quality & Cost Based Selection (QCBS)												
10.	Queries and Clarification	The bidder shall submit queries for clarifications using MS word file in soft copy. The address for requesting clarification is: General Manager (Works)												

S.No.	Description	Detail
		India Trade Promotion Organisation, Bharat Mandapam, New Delhi-110001 (INDIA) Email: gmprojects@itpo.gov.in ;
11.	Pre-Bid Meeting Details	URL: Start date/time: 6.05.2024 3 P.M End date/time: 6.05.2024 5 P.M Venue: ITPO
12.	Submission Details	URL: Start date/time: 23.04.2024 End date/time: 15.05.2024
13.	Currency of Financial Proposal	The bidder to quote cost in Indian Rupees only.

2. Letter of Invitation & Background

2.1 Invitation

India Trade Promotion Organisation (ITPO) extends an invitation to Architect Consultant / Firm for their proposals in the selection of Architect Consultant / Firm for preparation of Detailed Project Report and providing subsequent assistance to ITPO during Construction Period for the remaining portion of re-development of Bharat Mandapam Complex, New Delhi.

2.2 Background

- 2.2.1 ITPO, established under the aegis of Department of Commerce, Ministry of Commerce and Industry, Government of India. ITPO is committed to showcase excellence achieved by the country in diverse fields especially trade and commerce. Its mission is to promote, facilitate, encourage, and coordinate various activities and programme to enhance India's share of exports. The organisation provides a wide spectrum of services to trade and industry and acts as a catalyst for growth of India's trade and commerce.
- 2.2.2 After completing Phase-I of the re-development project, ITPO is embarking on an endeavor – which consists of preparation of Detailed Project Report for construction of exhibition space and supporting facilities in the remaining portion of re-development of Bharat Mandapam Complex. With the aim of modernizing its infrastructure and enhancing its capabilities to host world-class exhibitions, ITPO seeks to revamp its remaining portion (Refer Annexure 8) for re-development to meet the evolving needs of the industry and provide a platform for showcasing India's economic prowess on a global scale.
- 2.2.3 The Re-Development project is envisioned as a transformative endeavor that will not only upgrade the physical infrastructure but also incorporate design elements, advanced technology integration, and sustainable practices. This redevelopment initiative aligns with the Government's broader agenda of promoting economic growth, promoting innovation, and positioning India as a preferred destination for trade and commerce.
- 2.2.4 To realize this vision, ITPO is inviting bids from qualified and experienced Architect Firms/Consultants who can undertake the preparation of a Detailed Project Report (DPR) for the construction of exhibition space and supporting facilities in the remaining portion of re-development of Bharat Mandapam Complex and providing subsequent assistance to ITPO during the construction period. The DPR will serve as a comprehensive blueprint outlining the proposed project plan, architectural designs, infrastructure requirements, feasibility assessment, funding options, and other essential components necessary for the successful execution of the redevelopment project.

3. Instruction to Bidders

3.1 Introduction

- 3.1.1 ITPO, New Delhi represented by its Chairman and Managing Director (CMD) (the “Authority”) intends to select an **Architect Consultant / Firm** for undertaking preparation of Detailed Project Report (DPR) and providing subsequent assistance to ITPO during Construction Period for the remaining portion of re-development of Bharat Mandapam Complex. The preliminary estimate for the area remaining under re-development is 25,000 sq.m and the preliminary estimated cost is Rs. 500 crores. These estimates are tentative and form a component of the scope of work to achieve estimates that are more accurate.
- 3.1.2 The DPR will serve as a comprehensive blueprint outlining the proposed project plan, architectural designs, infrastructure requirements, feasibility assessment, funding options, and other essential components necessary for the successful execution of the redevelopment project.
- 3.1.3 The bidders are invited to submit Technical and Financial Proposals (collectively referred to as the “Proposal”), as specified in the clause 3.6, to deliver the services required for the Assignment. The Proposal will form the basis for award of Assignment to the Successful Bidder as defined in clause 3.7 of the RFP.
- 3.1.4 The bidders shall submit the Proposal in the form and manner specified in this RFP. The Proposal shall be submitted as per the forms given in relevant sections herewith.
- 3.1.5 Acknowledgement by the Bidder:
- (i) It shall be deemed that by submitting the Proposal, the Bidder has:
 - a) made a complete and careful examination of the RFP;
 - b) received all relevant information requested from the Authority by the bidder;
 - c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority.
 - d) satisfied itself about all matters, things, and information, including matters herein above, necessary and required for submitting the proposal and performance of all of its obligations thereunder.
 - e) acknowledged that it does not have a Conflict of Interest; and
 - f) agreed to be bound by the undertaking provided by it as per prescribed format and in terms thereof.

- (ii) The Authority and/ or its employees, agents, advisors and consultants shall not be liable for any omission, mistake, or error on the part of the bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority and/ or its employees, agents, advisors and consultants.

3.1.6 Number of Proposals: No bidder shall submit more than one Proposal.

3.1.7 Cost of preparing the Proposal: Bidder shall bear all costs associated with the preparation and submission of their Proposal, and their participation in the Selection Process, and presentation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Authority, or any other costs incurred in connection with or relating to its Proposal. The Authority is not bound to accept any Proposal and reserves the right to annul the selection process at any time prior to issue of LOA, without thereby incurring any liability to the bidder.

3.1.8 Authority requires that the bidder hold Authority's interest paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidder shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of Authority and the Project.

3.1.9 It is the Authority's policy to require that the bidder observes the highest standard of ethics during the Selection Process and execution of Assignment. In pursuance of this policy, the Authority:

- a) will reject the Proposal for award if it determines that the bidder has engaged in corrupt or fraudulent activities in competing for the Assignment or any part thereof;
- b) will declare a bidder ineligible, either indefinitely or for a stated period of time, from being awarded any contract or assignment if it at any time determines that the bidder has engaged in corrupt or fraudulent practices in competing in the tender process pursuant to the RFP or during the execution of the Assignment.

3.1.10 Right to reject any or all Proposals:

- (i) Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection

Process and reject all Proposals, at any time without any liability or any obligation whatsoever, and without assigning any reasons thereof.

- (ii) Without prejudice to the generality of above, the Authority reserves the right to reject any Proposal if:
 - (a) at any time, a material misrepresentation is made or discovered or the bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.
 - (iii) Such misrepresentation/ improper response by the bidder may lead to the disqualification of the bidder. If such disqualification/ rejection occurs after the Proposals have been opened and the highest-ranking bidder gets disqualified/ rejected, then the Authority reserves the right to consider the next best bidder or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

3.2 Clarification and amendment of RFP Documents

- 3.2.1 The bidder may seek clarification on this RFP Document, before the date as provided in the Data Sheet in Chapter 1 of the RFP. Any request for clarification must be sent by standard electronic means (PDF and/or word file) to the address as provided in the Data Sheet. Notwithstanding anything contrary to 3.2.2, the Authority will endeavour to respond to the queries prior to the Proposed Due Date.
- 3.2.2 At any time before the submission of Proposals, the Authority may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP Documents by an amendment. In order to afford the bidder a reasonable time for taking an amendment into account, or for any other reason, the Authority may at its discretion extend the Proposed Due Date
- 3.2.3 Date of Pre-Bid Meeting and venue is mentioned in the Data Sheet. The conduct of Pre-Bid Meeting shall be followed in accordance with the provisions of clause 3.10.

3.3 Earnest Money Deposit and Performance Guarantee

- 3.3.1 An Earnest Money Deposit (“EMD”) should be in the form of demand draft or bank transfer issued from any of the scheduled commercial bank and should be valid for a period of 90 days beyond the Bid Validity Period (see Data Sheet), in favour of GM (Works), India Trade Promotion Organisation, New Delhi, payable at New Delhi, for the sum as provided in the Data Sheet shall be required to be submitted by each bidder in accordance with clause 3.5.1.
- 3.3.2 The Demand Draft in original or a copy of proof of Bank Transfer shall be placed in an envelope and marked as – [EMD for Selection of Architect Consultant / Firm] and not to be opened except in the presence of Authority or an evaluation committee constituted by ITPO. Proposals received without the specified EMD will be summarily rejected.
- 3.3.3 Authority will not be liable to pay any interest on EMD. EMD of the bidders who do not qualify shall be returned, without any interest, within one month after issue of LoA to the Successful Bidder or when the selection process is cancelled by the Authority. The EMD of Successful Bidder shall be returned / adjusted against Security Deposit to be deducted progressively from the bills to be paid time to time.
- 3.3.4 Authority will be entitled to forfeit the EMD as loss and damage payable to Authority in regard to the RFP without prejudice to Authority’s any other right or remedy under the following conditions:
- (i) If any bidder that engages in corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice as envisaged under this RFP (including the Standard Form of Contract); or
 - (ii) If any bidder withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Bidder from time to time; or
 - (iii) In case the Successful Bidder fails to accept the Agreement or fails to provide the Performance Guarantee within specified time limit, or
 - (iv) If the bidder commits any breach of terms of this RFP or is found to have made a false representation to the Authority.
- 3.3.5 Performance Guarantee: A Performance Guarantee equivalent to the amount indicated in the data sheet shall be furnished by the Successful Bidder before entering into the Agreement with the Authority in the form of a Bank Guarantee as per format specified in the RFP (Refer Annexure 9).

The Performance Guarantee shall, subject to penalties, if any be returned after the completion of the project. The Successful Bidder shall be required to submit the Performance Guarantee with validity and claim period complying to above mentioned timelines.

3.4 Preparation of Proposal

- 3.4.1 Language and Format: The bidder is requested to submit their Proposal only in English language and strictly in the formats provided in this RFP.
- 3.4.2 In preparing their proposal, the bidder is expected to thoroughly examine the RFP Document. The Authority will evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 3.4.3 The technical proposal should provide the Documents as prescribed in clause 3.4 of this RFP. **No information related to financial proposal should be provided in the technical proposal.**
- 3.4.4 Failure to comply with the requirements spelt out above shall lead to Authority being entitled to reject the Proposal. However, if any information related to financial proposal is included in the technical proposal the applicant shall be disqualified and his proposal will not be considered.
- 3.4.5 The Proposals must be signed by the Authorized Representative as detailed below:
- (i) by the sole proprietor, in case the bidder is an individual or
 - (ii) by a duly authorized person holding the Power of Attorney / authority through a certified Board Resolution, in case of a private company, a public company or a corporation.
- 3.4.6 The bidder should note the Proposed Due Date, as specified in clause 3.1.2 ,for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and the evaluation will be carried out only on the basis of information received by Proposed Due Date as specified in 3.1.2. The bidder will not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Authority reserves the right to seek clarifications in case the proposal lacks information on any aspect.

3.4.7 Financial proposal

While preparing the Financial Proposal, the bidder is expected to take into account the various requirements and conditions stipulated in this RFP. The bidder shall quote in percentage of the Project Cost. The Project Cost will be determined based on Schematic Drawings after approval from ITPO.

After the completion of the schematic design, detailed cost estimates will be prepared by the Successful Bidder (using CPWD method) and verified by ITPO. This value will be treated as “Confirmed Project Cost”. The value of fees will be determined by multiplying consultancy fee quoted in percentage x Confirmed Project Cost.

$$\text{Calculation of Fee} = \frac{\text{Percentage Fee Quoted}}{100} \times \text{Confirmed Project Cost}$$

While submitting the Financial Proposal, the bidder shall ensure the following:

- (i) The Financial Proposal shall be deemed to be inclusive of all taxes, levies, fees, etc. by whatever name called, except GST. The Financial Proposal shall also be deemed to cover remuneration for all the personnel (expatriate and resident, in the field, office, etc.), local transportation at the location of deployment, equipment, printing of documents, secondary and primary data collection, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- (ii) The Financial Proposal shall take into account all the expenses and tax liabilities and cost of insurance specified in the Agreement or otherwise, levies and other impositions applicable under the prevailing law. For the avoidance of doubt, it is clarified that all taxes, excluding GST, shall be deemed to be included in the cost shown under different items of Financial Proposal. The bidder shall be paid only GST over and above the cost of Financial Proposal. Further, all payments shall be subjected to deduction of taxes at source as per applicable laws.
- (iii) The bidder shall provide their Financial Proposal in the relevant section of the CPP Portal.

3.4.8 The bidder shall express the price of their services in Indian Rupees.

3.5 Guidance to the Bidder

3.5.1 The bidder is required to submit their Proposals electronically on the CPP Portal, using valid Class II or Class III digital signature certificates with signing key usage (“DSC”). The instructions given below are meant to assist the bidder on the CPP Portal to prepare their Proposals in accordance with the requirements and submit their Proposals online on the CPP Portal. Further information regarding submission of Proposals on the CPP Portal (defined below) may be obtained from: <https://eprocure.gov.in/eprocure/app>

3.5.2 Due Date for submission:

- a) The Application or its modifications must be submitted no later than the deadline mentioned in the Schedule of Selection Process, or any extension to this deadline. The Authority will not accept any Proposal or its modification after the deadline. Applications submitted by any other mode or in a manner other than mentioned in 3.5.1 shall not be accepted.
- b) Authority may, at its sole discretion, extend the Application Due Date by issuing an Addendum in accordance with Clause 3.2, uniformly for all the bidders.

3.5.3 No proposal shall be accepted after the closing time for submission of Proposals.

3.6 Proposal Evaluation

3.6.1 No proposal shall be accepted after the closing time for submission of Proposals. After the deadline for submission of proposals, envelopes containing EMD and Proposal shall be opened by the Evaluation Committee to evaluate whether the bidder has met the prescribed Eligibility Criteria. The Proposal shall be checked to evaluate whether the bidder meets the prescribed Eligibility Criteria. The Financial Proposal shall remain sealed until then.

3.6.2 The bidders found eligible as per clause 3.6.1 will be called for Technical Presentation.

3.6.3 Technical evaluation will be conducted as per requirements of the RFP. The Financial Proposal will be opened of only those bidder(s) who have scored 70% or more in the technical evaluation.

3.6.4 After the Proposal submission until the issue of LoA, if any bidder wishes to contact the Authority on any matter related to its proposal, it should do so in writing at the address for Proposal submission. Any effort by the bidder to influence the Authority during the Proposal evaluation, Proposal comparison or grant of the Agreement decisions may result in the rejection of the bidder's proposal.

3.6.5 Responsiveness of Proposal

Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP at each evaluation stage as indicated below. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal will be considered responsive at each stage only if:

- a) Technical Proposal stage
 - (i) The Technical Proposal is received in the form and manner specified in this RFP;
 - (ii) It does not contain any condition or qualification; and
 - (iii) It is not non-responsive in terms hereof.
 - (iv) The proposal qualified as per criteria specified for technical evaluation in Chapter 6 of this RFP.

- b) Financial Proposal stage
 - (i) The Financial Proposal is received in the form and manner specified in this RFP.
 - (ii) It does not contain any condition or qualification; and
 - (iii) It is not non-responsive in terms hereof.

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

3.6.6 In the event that any bidder fails to meet the criteria at any stage, the proposal of such a bidder will not proceed to further evaluation.

3.7 Letter of Award and Agreement

- 3.7.1 The Bidder whose bid has been accepted shall be notified of the award by ITPO, by registered letter or by official e-mail. The bidder shall acknowledge in writing, the receipt of the Letter of Award / Notification of award of work and shall send his acceptance to enter into the Contract within three (3) days from the receipt of the Letter of Award / Notification of work award. In the event, LoA duly signed by Successful Bidder is not received by the stipulated date, the Authority may consider, at its own discretion, extend the time for submission of signed LoA based on genuine reason. In case the LoA is not received by the stipulated date, the Earnest Money Deposit of the Successful Bidder will be forfeited and the next highest-ranking bidder may be considered. The Successful Bidder shall enter into an agreement with ITPO within 3 (three) days of acceptance.
- 3.7.2 Performance Guarantee: The Successful Bidder shall within 10 days of issue of LoA shall submit a Performance Guarantee Amount as specified in clause 3.7.

3.8 Confidentiality

Information relating to evaluation of Proposals and recommendations concerning grant of the Agreement shall not be disclosed to the bidder who submitted their Proposal or to other persons not officially concerned with the process, until the Successful Bidder has been notified through issue of Letter of Award as 3.7.1.

3.9 Corrupt and Fraudulent Practices

3.9.1 The bidder and their respective officers, employees, agents, and advisors shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority will reject a Proposal without being liable in any manner whatsoever to the bidder, if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the 'Prohibited Practices') in the Selection Process. In such an event, the Authority will, without prejudice to its any other rights or remedies, forfeit and appropriate the Earnest Money Deposit or Performance Guarantee, as applicable, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such bidder's Proposal.

3.9.2 Without prejudice to the rights of the Authority under this Clause, hereinabove and the rights and remedies which the Authority may have under the RFP or the Agreement, if an bidder or Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the RFP or the execution of the Agreement, such bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 1 (one) year from the date such bidder, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case maybe.

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

“corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the RFP or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the RFP or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the RFP or the Agreement, who at any time has been or is a legal, financial or technical consultant / advisor of the Authority in relation to any matter concerning the Project;

- a) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- b) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- c) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the

objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

- d) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.10 Pre-Bid Meeting

3.10.1 Pre-Bid Meeting of the bidders will be convened at the designated date, time, place and mode as provided in the data sheet. A maximum of two representatives of each bidder will be allowed to participate on production of an authorization letter from the bidder. Bidders intending to attend the Pre-Bid Meeting should inform Authority in writing (email) beforehand.

3.10.2 During the course of the Pre-Bid Meeting, the bidders may seek clarifications and make suggestions for consideration of the Authority. The Authority will provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent, and competitive selection process.

3.11 Miscellaneous

3.11.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

3.11.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- (i) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
- (ii) consult with any bidder in order to receive clarification or further information;
- (iii) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any bidder; and/or
- (iv) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any bidder.

- 3.11.3 It shall be deemed that by submitting the Proposal, the bidder agrees and releases the Authority of any liability of its employees, agents and advisors, irrevocably, unconditionally, fully and finally and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future in respect of the proposal.
- 3.11.4 All Documents and other information provided by Authority or submitted by an bidder to Authority shall remain or become the property of the Authority. The bidders are required to treat all information as strictly confidential. Authority will not return any Proposal, or any information related thereto. All information collected, analyzed, processed or in whatever manner available with the bidder to Authority in relation to the assignment shall be the property of the Authority. The pre-existing and proprietary Intellectual Property Rights of the bidder shall remain with the bidder.
- 3.11.5 The Authority reserves the right to make inquiries with any of the previous clients of the bidder(s), claimed and stated in their previous experience submissions against required criteria of RFP.

3.12 Conflict of Interest

- 3.12.1 The bidder should not have a conflict of interest that may affect the Selection Process or Fair Participation, as specifically elaborated under 3.12.3.

(the “Conflict of Interest”). Any bidder found to have a Conflict of Interest shall be disqualified.

- 3.12.2 The Authority requires that the bidder provides professional objective, and impartial advice and at all times hold the Authority’s interest’s paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidder shall not accept or engage in any assignment that would conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

- 3.12.3 Without limiting the generality of the above, a bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

if it has common controlling shareholder(s) with another bidder;

provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of a bidder (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such bidder, as the case may be, in the other bidder is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this clause 2.15.3(i), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the **“Subject Person”**) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

- a) a bidder or its member/shareholder receives or has received any direct or indirect subsidy or grant from any other bidder or its member/shareholder or has provided any such subsidy, grant, to any other bidder or member/shareholder thereof; or
- b) such bidder has the same legal representative for purposes of this RFP as any other bidder; or
- c) such bidder has a relationship with another bidder, directly or through common third parties, that puts them in a position to have access to each other’s information about or to influence the Proposal of either or each of the other bidder; or
- d) there is a conflict between the Assignment, and other assignments of the Successful Bidder (including its personnel and sub-Contractor or consultant) and any subsidiaries or entities controlled by the Successful Bidder or having common controlling shareholders. The duties of the Successful Bidder will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Successful Bidder shall not take up any assignment

that by its nature will result in conflict with the present assignment; or

- e) a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project.

4. Eligibility Criterion

The interested bidder should meet the following minimum qualifying criteria:

4.1 Legal Status

4.1.1 In case the bidder is a firm, it shall be registered in India under the Companies Act 2013 with their registered office in India and should be in existence for at least 10 years. The Company must have at least 1 Employee registered under the Council of Architecture (COA) constituted by Government of India under provisions of the Architects Act, 1972 for at least 10 years.

OR

In case the bidder is an individual, the bidder should be registered under the Council of Architecture (COA) constituted by Government of India under provisions of the Architects Act, 1972 for at least 10 years.

4.1.2 Consortium / Joint-Ventures are not allowed to participate in this tender.

4.2 Firm's Work Experience

4.2.1 The bidder should have experience in providing Architectural & Consultancy services for successfully completed similar works during the last 7 financial years (2017-18, 2018-19, 2019-20, 2020-21, 2021-22, 2022-23, 2023-24). The bidder should comply with the following:

(i) The bidder should have completed at least 1 similar work measuring not less than 25,000 sq.m built-up area.

OR

(ii) The bidder should have completed at least 2 similar works for not less than 15,000 sq.m built-up area.

(“**Similar works**” means preparing a Schematic Design Report for a Public Assembly Project.)

4.2.2 The past experience in similar nature of work should be supported by certificates issued by the client’s organisation. In case the work experience is of Private sector, the completion certificate shall be supported with copies of the Letter of Award/ Contract Agreement and Corresponding TDS Certificates.

Value of work will be considered commensurate with the value of fee received as per TDS Certificates compared to agreed consultancy fee with client.

4.2.3 The value of executed works shall be brought to the current level by enhancing the actual value of work done at a simple rate of 7% per annum, calculated from the date of completion to previous day of initial stipulated last date of submission of tenders as per NIT.

4.2.4 In case the bidder is submitting experience certificate for the works done in joint venture (JV)/consortium with other firms/companies, their proportionate experience to the extent of its share in the JV/consortium or work done by them shall only be allowed on submitting the valid proof of their share / work done.

4.2.5 Foreign Certificates

- i. In case the work experience is for the work executed outside India, the bidder will have to submit the completion/experience certificate issued by the client department duly signed & stamped, and affidavit to the correctness of the completion/experience certificates.

In the event of submission of completion /experience certificate/ other documents by the bidder in a language other than English, the English translation of the same shall be duly authenticated by Chamber of Commerce of the respective country and attested by the Indian Embassy/consulate / High Commission in the respective country.

Note: Provided further that bidder belongs to one of the member countries of HAGUE convention, 1961. The bidder is permitted to submit requisite documents with “Apostille stamp” affixed by Competent Authorities designated by the government of respective country which would be acceptable in lieu of attestation from the Indian Embassy/ Consulate/ High Commission in their respective countries.

- ii. For the purpose of evaluation of the bids, the conversion rate of such a currency into INR shall be the daily representative exchange rate published by the IMF on the date of payment made.

4.2.6 Certificates in the name of other companies:

- i. Certificates of Subsidiary/Group Companies: Any company/firm while submitting tender can use the work experience of its subsidiary company to the extent of its ownership in the subsidiary company. However, the companies/firms which intend to get qualified on the basis of experience of the parental company/group company/own work, shall not be considered. Further, the financial parameters of the subsidiary or Parental Company cannot be used by the other one for qualification.

In the above context, the "parental company" refers to a corporation or entity that owns another company, referred to as its subsidiary. The parental company typically holds a controlling interest in the subsidiary, giving it the authority to make decisions regarding the subsidiary's operations and strategic direction.

- ii. Merger/ Acquisition of Companies: In case of a Company/firm, formed after merger and/ or acquisition of other companies/firms, past work experience and Financial parameters of the merged/ acquired companies/firms will be considered for qualification of such Company/firm provided such Company/firm continues to own the requisite assets and resources of the merged / acquired companies / firms.

4.3 Financial Capacity

- 4.3.1 The Average annual financial turnover of the bidder for any 3 of the last 5 financial years (2018-2019, 2019-2020, 2020-21, 2021-2022, 2022-23) should be at least **Rs. 10 crores through Architecture or Engineering Consultancy**. The requisite turnover shall be duly certified by a Chartered Accountant with his seal/ signatures and registration number.
- 4.3.2 The bidder should have a positive net worth as on date 31st March 2023. The same shall be duly certified by a Chartered Accountant with his seal / signatures and registration number.
- 4.3.3 The bidder is required to upload page of summarised Balance Sheet (Audited) and page of summarised Profit & Loss Account (Audited) for immediate last 5 years (2018-2019, 2019-2020, 2020-21, 2021-2022, 2022-23)

4.4 Team Composition Requirements

4.4.1 The team will consist of an Architect and Finance Consultant.

4.4.2 The required credentials of the Architect and Finance Consultant are mentioned in the table below.

Manpower Requirement	Minimum Qualification	Experience
Architect Consultant	Degree in Architecture registered with the Council of Architecture (COA).	<p>The Architect Consultant should have a minimum of 10 years of experience in planning, design, construction, and program management. The Architect Consultant should have worked on at least 1 Public Assembly project.</p> <p>AND</p> <p>The Architect Consultant must be registered with the Council of Architecture (COA) for at least 10 years.</p>
Finance Consultant	Masters in Business Administration (Finance) OR Chartered Accountant (CA)	Finance Consultant should have a minimum of 10 years of experience in financial modeling, including revenue estimation, cost analysis, capital expenditure assessment, and discounted cash flow (DCF) modeling etc.

4.4.3 Particulars of the personnel should be reproduced in Annexure 3 and Annexure 7.

5. Scope of Work & Deliverables

No.	Milestone / Deliverable	Details
1.	Submission of Feasibility Report	<p>The Successful Bidder shall prepare a feasibility report that shall include the following components but not limited to:</p> <ul style="list-style-type: none"> • Enumeration of key parameters, preliminary cost estimates, timelines • Approach and Methodology. • Work Plan. • Market analysis. • Techno economic feasibility study including details demand analysis, growth potential of Delhi, India as well as Asia Pacific region. • Optimum usage of Ground coverage, FAR and other development parameters. • Estimation of Revenue, Cost, Capital Cost, Finance cost, Taxes, DCF model • Project funding options
2.	Submission of Concept Design	<p>The Successful Bidder shall prepare a Concept Design for the Project consisting of the following components but not limited to:</p> <ul style="list-style-type: none"> • Detailed Walkthrough • Architectural planning and design, 3D Views, Model Preparation

No.	Milestone / Deliverable	Details
		<ul style="list-style-type: none"> • Site development design. • Layout plan. • Provide 3 concept design options. • Graphic design, signage. • Preparation of schematic design. <p>The Successful Bidder shall finalize the Concept Plan with the ITPO, incorporating revisions / suggestions given by ITPO, if any.</p>
3.	Submission of Schematic Design	<p>The Successful Bidder shall prepare a Schematic Design report that shall include the following components but not limited to:</p> <ul style="list-style-type: none"> • Design Basis Reports for all components. • Interior design works including schemes for related components. • Preparation of Site plan showing provision of Drainage, Sewage disposal, Approach and Internal Road network, landscaping Schemes, Parking etc. • Sanitary, Plumbing, Drainage, Water supply, Sewerage disposal design etc. • Electrical, Electronics, Communication system design etc. including CCTV, Wi-Fi system.

No.	Milestone / Deliverable	Details
		<ul style="list-style-type: none"> • Air conditioning design and other Mechanical systems like elevators, escalators, etc. • Fire detection, Fire protection, Fire Hydrant / Sprinkler, Security system etc. • Other allied works like landscaping, Plantation etc. • Visitor's utility space.
4.	Project Monitoring Support	<p>The Successful Bidder shall support ITPO in the following activities mentioned but not limited to:</p> <ul style="list-style-type: none"> • Preliminary estimate for the sanctioned purpose. • Assist the ITPO / PMC in preparation of tender document for construction agency. • Prepare tender drawings for the PMC. PMC shall prepare the tender document for construction agency. • Obtain the necessary approvals from Municipal Corporation, DUAC, Fire, Environmental Clearance and Traffic Clearance and any other clearances that may be required. • Assist ITPO in facilitating the works as mentioned in the DPR and coordinate with the PMC, Contractor / Construction Agency, and their consultants during execution process of the works.

No.	Milestone / Deliverable	Details
		<ul style="list-style-type: none">• Vetting of Good for Construction (GFC) Drawings.• Validating actual construction vis-à-vis to the Schematic Design.

6. Evaluation Criterion

- 6.1 The Authority will carry out evaluation of Technical Bids, based on the point / marks system as specified in the table below. Each pre-qualified bid shall be attributed a Technical Score.
- 6.2 Marks out of 100 shall be awarded as per the Technical Criteria and Technical Presentation mentioned in the table below.
- 6.3 Bidder obtaining at least 70 marks shall be Technically Qualified.

S. No	Parameters	Marks
1.	<p>Years of existence of the Firm (as specified in the eligibility criteria)</p> <p>If the firm exists for 10 Years but less than 15 Years: 3 Marks If the firm exists for 15 Years but, less than 20 Years: 4 Marks If the firm exists for more than 20 years: 5 Marks.</p>	5
2.	<p>Minimum Average Annual Turnover for any 3 of the last 5 financial years (2018-2019, 2019-2020, 2020-21, 2021-2022, 2022-23) of the bidder.</p> <p>If Average Annual Turnover is greater than INR 10 Crores but less than INR 12 Crores: 5 Marks</p> <p>If Average Annual Turnover is greater than INR 12 Crores but less than INR 15 Crores: 7.5 Marks</p> <p>If Average Annual Turnover is greater than or equal to INR 15 Crores: 10 Marks</p>	10
3.	<p>Area of Eligible Projects submitted under “Similar Works”</p> <p>If Bidder’s largest project executed in last 7 years is greater than or equal to 15,000 Sqm but less than 20,000 Sqm Built up Area: 4 Marks</p> <p>If Bidder’s largest project executed in last 7 years is greater than or equal to 20,000 Sqm but less than 25,000 Sqm Built up Area: 8 Marks</p> <p>If Bidder’s largest project executed in last 7 years is greater or equal to 25,000 Sqm Built up Area: 10 Marks</p>	10
4.	If the Bidder has undertaken at least one eligible project in the	5

S. No	Parameters	Marks
	<p>Exhibition / Commercial Building Infrastructure Space.</p> <p>If the Bidder has successfully completed at least 1 project of area 25,000 sq.m or more OR If the Bidder has successfully completed at least 2 projects of area 15,000 sqm but less than 25,000 sqm: 3 Marks.</p> <p>If Bidder has successfully completed at least 2 projects of area 25,000 sqm or more OR If the Bidder has successfully completed at least 3 projects of area 15,000 sqm but less than 25,000 sqm: 5 Marks</p>	
5.	<p>Qualification and Competence of Key Personnel for this assignment</p> <p>1. Architect Consultant (10 Marks)</p> <ul style="list-style-type: none"> • Experience greater than or equal to 10 years but less than 12 years = 4 Marks • Experience greater than or equal to 12 years but less than 15 years = 6 Marks • Experience greater than or equal to 15 years but less than 20 years = 8 Marks • Experience more than or equal to 20 Years = 10 Marks <p>2. Finance Consultant (10 Marks)</p> <ul style="list-style-type: none"> • Experience greater than or equal to 10 years but less than 12 years = 4 Marks • Experience greater than or equal to 12 years but less than 15 years = 6 Marks • Experience greater than or equal to 15 years but less than 20 years = 8 Marks • Experience more than or equal to 20 Years = 10 Marks 	20
6.	Technical Presentation to the Committee	50

S. No	Parameters	Marks
	(Technical Presentation should comprise of: Past Experience, Concept Clarity and Originality, Approach and Methodology, Work Plan and Walkthrough.)	
	Total Marks	100

6.4 The Evaluation procedure would be based on Quality and Cost Based Selection (QCBS) criteria. The shortlisted bidders will be given a score which will be determined under:

70% weightage will be given to the Technical Score.

30% Weightage will be given to the Financial Score.

Technical Score (St)

Technical Score will be based on Marks obtained out of 100 in Technical Evaluation as per criteria mentioned above.

Financial Score (Sf):

Financial Score will be based on Financial Bid submitted. It will be determined as per the following formula:

$$Sf = FL / F \times 100$$

In which Sf is the financial score, FL is the lowest bid; F is the bid quoted by the respective bidder.

Total Score (S):

Total Score will be sum of technical and financial score as per the weightage assigned to technical bid (i.e. 70%) and financial bid (30%)

$$S = (St \times 0.7) + (Sf \times 0.3)$$

Tender will finally be ranked according to the total score (S).

The Successful Bidder shall be the first ranked bidder (Whose total score is the highest) will be awarded the contract.

6.5 The bidder shall quote in percentage of the Project Cost. The Project Cost will be determined based on Schematic Drawings after approval from ITPO.

7. Payment Schedule

7.1 The schedule for completing the Deliverables for a particular Assignment shall be determined at the time of issue of Letter of Award for respective Assignment. However, the time for completing the deliverable 1, 2 and 3 specified in the table below will in no case be more than 2 months from the date of issue of Letter of Award (LOA), except if extended with mutual agreement.

No.	Milestone / Deliverable	Payment	Timelines
1.	Stage 1* - Feasibility Report	INR 25 Lakhs	T+30
2.	Stage 2 - Concept Design Report	-	T+45
3.	Stage 3* – Schematic Design	INR 50 Lakhs	T+60
4.	Stage 4 – Confirmed Project Cost	70% of Value of Fee (-) Minus Payment Already Made (Ref. 7.2)	
5.	Stage 5 - Project Monitoring & Support	30% (In 8 equal instalments quarterly)	Till Completion of Construction Works as per Schematic Design

*Payments released at Stage 1 and Stage 3 will be considered part payments, with the final payment adjusted according to the percentage of the project cost, as specified above. This final payment will be disbursed upon finalization of estimates based on the approved Schematic Design.

*The payment at Stage 1 and Stage 3 will be released after submission and acceptance of report / design by ITPO.

7.2 The Successful Bidder shall prepare estimates based on the Concept Plan, which ITPO will verify and approve

- 7.3 After the completion of the schematic design, detailed cost estimates will be prepared by the Successful Bidder (using CPWD method) and verified by ITPO. This value will be treated as “4. Confirmed Project Cost”. The value of fees will be determined by multiplying consultancy fee quoted in percentage x Confirmed Project Cost.

$$\text{Calculation of Fee} = \frac{\text{Percentage Fee Quoted}}{100} \times \text{Confirmed Project Cost}$$

- 7.4 The payment for Stage-4 will be calculated as 70% of the above (Clause 7.3) calculated fees after adjusting payments already made at Stage 1 and Stage 3.
- 7.5 30% of the fees is allocated to “Stage-5 Project Monitoring & Support”. The same will be paid to the Successful Bidder in 8 equal instalments quarterly. In case the Project is completed before 8 quarters, the unpaid amount shall be paid in the last quarter to the Successful Bidder.
- 7.6 If any additional work is carried out over and above the scope of work, the fee will be proportionately increased.
- 7.7 The same principle as mentioned in clause 7.6 shall apply on reduction of quantity in the scope of work.

8. Pre-Bid Meeting and Communication

- 8.1 The bidders are to send their requests to email id mentioned in Chapter 1 Data Sheet for receipt of the web-link for participation in the Pre-Bid Meeting.
- 8.2 All queries by prospective applicants must be sent to the following email id mentioned in the Data Sheet.

S. No.	Event Description	Timeline
1	Issue of RFP	Refer Chapter 1 of the Data Sheet
2	Last date for receiving queries/ clarifications	
3	Pre-Bid Meeting	
4	ITPO's response to queries	
5	Submission Details	
6	Invitation for Presentation	
7	Letter of Award (LoA)	

- 8.3 The bidders are advised to visit the ITPO's website mentioned in the Data Sheet to keep them updated, for any changes/modifications related to this RFP.

9. Completion of Services

- 9.1 All the deliverables shall be compiled, classified and submitted by the Successful Bidder to the ITPO in soft form. The documents comprising the deliverables shall remain the property of the ITPO and shall not be used by the Successful Bidder for any purpose other than that intended under these Terms of Reference without the permission of the ITPO. The Assignment shall stand completed on acceptance by the ITPO of all the Deliverables, as mandated under the work-order for the Assignment. Unless completed earlier, the Assignment shall be deemed completed and finally accepted by the ITPO and the final deliverable shall be deemed approved by the ITPO as satisfactory upon expiry of 60 (sixty) days after receipt of the final deliverable unless the ITPO, within such 60 (sixty) day period, gives written notice to the Successful Bidder specifying in detail, the deficiencies in the services. The Successful Bidder shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated.

Annexure 1: Draft Agreement

AGREEMENT NO.....

This AGREEMENT (here in after called the "Agreement") is made on the day of the month of 2024, for the Consultancy Service for undertaking the preparation of a Detailed Project Report (DPR) and providing subsequent assistance to ITPO during construction period in the remaining portion of re-development of Bharat Mandapam Complex. India Trade Promotion Organization (ITPO) (herein called the "Authority" which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand (hereinafter called the "Consultant" which expression shall include their respective successors and permitted assigns).

WHEREAS the Authority had floated Request for Proposal for Consultancy Service for undertaking the preparation of Detailed Project Report and providing subsequent assistance to ITPO during Construction Period in the remaining portion of re-development of Bharat Mandapam Complex, New Delhi (hereinafter called the "Project") and the Consultant submitted its proposals for the aforesaid work, whereby the Consultant presented to the Authority that it had the required professional skills, and in the said proposals the Consultant so agreed to provide the services to the Authority on the terms and conditions set forth in the RFP and this Agreement; and

The Authority, on acceptance of the aforesaid proposal of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated (Insert Date) (The "LOA") and in pursuance of the LOA, the parties have agreed to enter into this Agreement. NOW, THEREFORE, the parties hereby agree as follows:

1. General

1.1 Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- a) "Additional Costs" shall have the meaning set forth in Clause 6.1.2;
- b) "Agreement" means this Agreement, together with all the Annexes;
- c) "Agreement Value" shall have the meaning set forth in Clause 6.1.2;

- d) “Applicable Laws” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- e) “Confidential Information” shall have the meaning set forth in Clause 3.3;
- f) “Conflict of Interest” shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- g) “Dispute” shall have the meaning set forth in Clause 9.2.1;
- h) “Effective Date” means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- i) “Expatriate Personnel” means such persons who at the time of being so hired had their domicile outside India;
- j) “Government” means the [Government of India]; (i) “INR, Re. or Rs.” means Indian Rupees;
- k) “Party” means the Authority or the Consultant, as the case may be, and Parties means both of them;
- l) “Personnel” means persons hired by the Consultant or by any Sub-Consultant as employees or retainers and assigned to the performance of the Services or any part thereof;
- m) “Resident Personnel” means such persons who at the time of being so hired had their domicile inside India;
- n) “RFP” means the Request for Proposal document in response to which The Consultant’s proposal for providing Services was accepted;
- o) “Services” means the work to be performed by the Consultant pursuant to This Agreement, as described in the Terms of Reference hereto;
- p) “Sub-Consultant” means any entity to which the Consultant sub-contracts any part of the Services in accordance with the provisions of Clause 4.7; and
- q) “Third Party” means any person or entity other than the Government, the Authority, the Consultant or a Sub-Consultant.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- a) Agreement;
- b) Annexes of Agreement;
- c) RFP; and
- d) Letter of Award

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 Authority and the Consultant. The Consultants Hall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 **Rights and obligations**

The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Agreement, in particular:

- a) The Consultants shall carry out the Services in accordance with the provisions of the Agreement; and
- b) the Authority shall make payments to the Consultant in accordance with the provisions of the Agreement.

1.4 **Language**

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in anyway relevant to this Agreement shall be in writing and in English language.

1.5 **Confidentiality**

Consultant / Firm 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. The bidder 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.

1.6 **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 bidder and/or their sub-agents/sub-contractors/employees etc., the bidder 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. bidder 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.

1.7 **Compliance with Statutory Laws**

All applicable laws (Central/State/Municipal/Local Laws etc.) including labour laws must be complied with/followed by the bidder.

1.8 **Location**

- 1.8.1 The Services shall be performed at the offices of the Authority in accordance with the provisions of RFP and at such locations as are incidental there to, including the offices of the Consultant.
- 1.8.2 The Authority may require the Team Leader to spend the required man days at the offices of the Authority and the Consultant agrees and undertakes to

provide such services on a best effort basis and without any unreasonable delay.

1.9 **Authorised Representatives**

1.9.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case maybe, maybe taken or executed by the officials specified in this Clause 1.10.

1.9.2 The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

Name:*****

Address: *****

Contact no:*****

Tel:*****

Fax:*****

email:*****

1.9.3 The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be:

Name:*****

Address: *****

Contact no:*****

Tel:*****

Fax:*****

email:*****

1.10 **Taxes and duties**

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be believed under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

2. Commencement, Completion and Termination of Agreement

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the “Effective Date”).

2.2 Commencement of Services

The Consultant shall commence the Services within a period of 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

2.3 Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services with in the period specified in Clause 2.2 above, the Authority may, by not less than 1(one) weeks’ notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, this Agreement shall stand terminated and the Consultant shall be deemed to have accepted such termination.

2.4 Expiration of Agreement

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of: (i) expiry of a period of 60 (sixty) days after the delivery of the final Deliverable to the Authority; and (ii) the expiry of [1 (one) year] from the Effective Date. Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder.

2.5 Entire Agreement

2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification here to shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the

Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

2.6 **Modification of Agreement**

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clauses 4.2.3 and 6.1.3 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 **Force Majeure**

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.

2.8 **Suspension of Agreement**

The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant here under if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations

under this Agreement, including the carrying out of the Services ; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 15 (fifteen) days after receipt by the Consultant of such notice of suspension.

2.8.1 If at any time after the commencement of the project Authority shall for any reason whatsoever if required to foreclose the work or is not require the whole work thereof as specified in the Tender to be carried out, the Authority shall give notice in writing of the fact to the consultant, who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the work in full, but which he did not derive in consequence of the foreclosure of the whole or part of the works.

2.9 **Termination of Agreement**

2.9.1 By the Authority The Authority may, by not less than 15 (fifteen) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this clause 2.9.1, terminate this Agreement if:

- a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 15 (fifteen) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debtor take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- d) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful is found to be false, incorrect or misleading;

- f) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or(g) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement 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, or which expressly survives such Termination;(ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.5, as relate to the Consultant's Services provided under this Agreement, and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Laws.

2.9.3 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant 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 Consultant and materials furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 3.8 or 3.9 hereof.

2.9.4 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority): except in the case of termination pursuant to Sub-clauses(a) through(e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Consultant's personnel.

2.9.5 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. Obligations of the Consultant

3.1 General

3.1.1 Standards of Performance

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Subconsultants or Third Parties

3.1.2 Terms of Reference

The scope of Services to be performed by the Consultant is specified in the Terms of Reference (the "TOR") at Annex-1 of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 Applicable Laws

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Consultant, as well as the Personnel and agents of the Consultant and any Sub-Consultant, comply with the Applicable Laws

3.2 **Conflict of Interest**

3.2.1 The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.2 Consultant and Affiliates not to be otherwise interested in the Project. The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of three years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the firm of the Consultant or a person who holds more than 5% (five per cent) of the subscribed and paid-up share capital of the Consultant, as the case may be, and any Associate thereof.

3.2.3 Prohibition of conflicting activities

Neither the Consultant nor its 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 Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement.
- b) After the termination of this Agreement, such other activities as may be specified in the Agreement; or
- c) At any time, such other activities as have been specified in the RFP as Conflict of Interest.

3.2.4 Consultant not to benefit from commissions, discounts, etc

The payment to the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole fees in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities

pursuant to this Agreement or to the Services or in the discharge of its obligations here under, and the Consultant shall use its best efforts to ensure that any SubConsultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional fees

- 3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the Performance Security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, time, cost and effort of the Authority, without prejudice to the Authority’s any other rights or remedy hereunder or in law.
- 3.2.6 Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2(two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.
- 3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning here in after respectively assigned to them:
- a) **“corrupt practice”** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Processor after the issue of LOA or after the execution of the Agreement, as the case may

be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project; (b) “Fraudulent practice” means a misrepresentation or omission of facts or suppression

- b) **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression
- c) **“Coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- d) **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3 Confidentiality

- 3.3.1 The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority’s employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement (“Confidential Information”), without the prior written consent of the Authority. Notwithstanding the aforesaid, the Consultant, its Sub-Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- i. Was in the public domain prior to its delivery to the Consultant, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants and the Personnel of either of them;
- ii. Was obtained from a third party with no known duty to maintain its confidentiality;
- iii. Is required to be disclosed by Applicable Laws or judicial or administrative or arbitral processor by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and
- iv. Is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub-Consultants or Personnel of either of them ,as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4 Liability of the Consultant

- 3.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and provisions hereof
- 3.4.2 The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it. 3.4.3
- 3.4.3 The Parties hereto agree that in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:
 - i. For any indirect or consequential loss or damage; and (ii) For any direct loss or damage that exceeds(a)the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, whichever of (a) or (b) is higher.

3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3(three) times the Agreement Value

3.5 **Accounting, Inspection and Auditing**

The Consultant shall:

- a) Keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and standards such as Indian Accounting Standards, GAAP, etc. and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant's costs and charges); and
- b) Permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.

3.6 **Consultant's actions requiring the Authority's prior approval**

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

- a) Appointing such members of the professional personnel as are not listed in Annex-2; (i) Entering in to a sub contract for the performance of any part of the Services, it being understood that the selection of the Sub-consultant and the terms and conditions of the sub contract shall have been approved in writing by the Authority prior to the execution of the subcontract, and that the Consultant shall remain fully liable for the performance of the Services by the Sub- Consultant and its Personnel pursuant to this Agreement; or
- b) Any other action that is specified in this Agreement.

3.7 Reporting obligations

3.7.1 The Consultant shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

3.8 Documents prepared by the Consultant to be property of the Authority

3.8.1 All reports and other documents (collectively referred to as “Consultancy Documents”) prepared by the Consultant (or by the Sub-Consultants or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.

3.8.2 The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant, its Sub- Consultants or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

3.8.3 The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collective Ly referred to as “Claims”)which may arise from or due to any unauthorized use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or its Sub Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

3.9 Materials furnished by the Authority

Materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such materials and shall dispose of such materials in accordance with the instructions of the Authority.

3.10 Providing Access to Project Office and Personnel

The Consultant shall ensure that the Authority, and officials of the Authority having authorization from the Authority, are provided unrestricted access to the office of the Consultant and to all Personnel during office hours. The Authority's official, who has been authorized by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction.

3.11 Accuracy of Documents

The Consultant shall be responsible for accuracy of the documents drafted and/or vetted and data collected by it directly or procured from other agencies/ authorities, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or in adequate due diligence on part of the Consultant to raise out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re- survey / investigations.

4. Consultant's Personnel and Sub-Consultants

4.1 General

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

4.2 Deployment of Personnel

- 4.2.1 The designations, names and other particulars of each of the Consultant's Key Personnel required in carrying out the Services are described in Annex-2 of this Agreement.
- 4.2.2 Adjustments with respect to the estimated periods of engagement of Personnel may be made by the Consultant by written notice to the Authority.

4.2.3 If additional work is required beyond the scope of the Services specified in the Terms of Reference, the estimated periods of engagement of Personnel, set forth in the Annexes of the Agreement may be increased by agreement in writing between the Authority and the Consultant, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value set forth in Clause 6.1.2.

4.3 Approval of Personnel

4.3.1 The Key Personnel listed in Annex-2 of the Agreement are hereby approved by the Authority. No other Key Personnel shall be engaged without prior approval of the Authority.

4.3.2 If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at Annexure 7 of the RFP. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the Authority.

4.4 Substitution of Key Personnel

The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than two Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

The Consultant should specifically note that substitution of the Team Leader will not normally be considered during the implementation of the Agreement and may lead to disqualification of the Applicant or termination of the Agreement. The Team Leader must commit the time required for and be available for delivering the Consultancy in accordance with the terms specified herein.

4.5 **Working Hours, overtime, leave, etc.**

The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Agreement, and the Consultant's fees shall be deemed to cover these items. Any taking of leave by any Personnel for a period exceeding 7 days shall be subject to the prior approval of the Authority, and the Consultant shall ensure that any absence on leave will not delay the progress and quality of the Services.

4.6 **Team Leader and Project Manager**

The person designated as the Team Leader of the Consultant's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel. In addition, the Consultant shall designate a suitable person as Project Manager (the "**Project Manager**") who shall be responsible for day-to-day performance of the Services.

4.7 **Sub-Consultants**

Sub-Consultants listed in Annex-3 of this Agreement are hereby approved by the Authority. The Consultant may, with prior written approval of the Authority, engage additional Sub-Consultants or substitute an existing Sub-Consultant. The hiring of Personnel by the Sub Consultants shall be subject to the same conditions as applicable to Personnel of the Consultant under this Clause 4.

5. Obligations of the Authority

5.1 **Assistance in clearances etc.**

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

- a) provide the Consultant, its Sub-Consultants and Personnel with work permits and such other documents as may be necessary to enable the Consultant, its Sub-Consultants or Personnel to perform the Services;
- b) facilitate prompt clearance through customs of any property required for the Services; and
- c) 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 and property

The Authority warrants that the Consultant shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services, and(ii) the additional payments, if any, to be made to the Consultants a result thereof pursuant to Clause 6.1.3.

5.3 Change in Applicable Law

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, by an amount exceeding 2% (two percent) of the Agreement Value specified in Clause 6.1.2, then the fees and reimbursable expenses otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value. All service tax and other taxes other than income tax, as may be applicable from time to time, on the payment of the professional fees to the Consultant, shall be borne by the Consultant.

5.4 Payment

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

6. Payment to the Consultant

6.1 Cost estimates and Agreement Value

6.1.1 Except as may be otherwise agreed under Clause 2.6 and subject to Clauses 4.2.2 and 6.1.2, the payments under this Agreement shall not exceed the agreement value specified herein (the “Agreement Value”). The Parties agree that the Agreement Value is Rs.....(.....
... ..) only (The consultancy fees is inclusive of all tax excluding GST)

6.1.2 Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clause 2.6, the Parties agree that additional payments shall be made to the Consultant in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 6.1.1 above, the Agreement Value set for in Clause 6.1.1 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 **Currency of payment**

All payments shall be made in Indian Rupees. The Consultant shall be free to convert Rupees into any foreign currency as per Applicable Laws.

6.3 **Mode of billing and payment**

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

-

- a) The Consultant shall be paid for its services as per the Payment Schedule at Annex-4 of this Agreement, and Clauses 4,5.3,5.4,5.5 and 10 of the TOR, and the consultancy fees specified in Clause 6.1.1 of this Agreement, subject to the Consultant fulfilling the following conditions:
 - i. No payment shall be due for the next stage till the Consultant completes to the satisfaction of the Authority the work pertaining to the preceding stage.
 - ii. The Authority shall pay to the Consultant, only the undisputed amount.
- b) The final payment under this Clause 6.3 shall be made only after the final Deliverable shall have been submitted by the Consultant and approved as satisfactory by the Authority.
- c) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report in accordance with Clause 6.3 (c). Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten percent) per annum.

- d) All payments under this Agreement shall be made to the account of the Consultants may be notified to the Authority by the Consultant.

7. Liquidated Damages And Penalties

7.1 Performance Security

For the purposes of this Agreement, performance security shall be deemed to be an amount equal to 5% (five per cent) of the Agreement Value in favour of: -ITPO (the “Performance Security”); provided that the Consultant shall not be required to provide Performance Security in the form of a bank guarantee or cash deposit.

7.2 Liquidated Damages

7.2.1 Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of the Agreement Value.

7.2.2 Liquidated Damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.1% (zero-point one percent) of the Agreement Value per day, subject to a maximum of 5% (Five per cent) of the Agreement Value shall be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

7.2.3 Encasement and appropriation of Performance Security

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

7.3 **Penalty for deficiency in Services**

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

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 Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

8.2 **Operation of the Agreement**

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement 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 failure to agree on any action pursuant to this Clause 8.2 shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. Settlement of Disputes

9.1 **Arbitration**

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. Pragati Maidan, New Delhi.

9.2 **Jurisdiction**

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.

9.3 **Indemnity**

The Successful Bidder 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/Statutory 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 Successful Bidder, its sub-contractors, sub-agents, employees, etc. of any of its obligations under the Contract

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

SIGNED, SEALED AND DELIVERED
DELIVERED

For and on behalf of For
on behalf of
Consultant:
(Signature)
(Name)
(Designation)
(Address)
(FaxNo.)

SIGNED, SEALED AND

For and on behalf of Authority
(Signature)
(Name)
(Designation)
(Address)
(Fax No.)

In the presence of

- 1.
- 2.

10. Annexure 1 Scope of Work (Agreement)

No.	Milestone / Deliverable	Details
1.	Submission of Feasibility Report	<p>The Successful Bidder shall prepare a feasibility report that shall include the following components but not limited to:</p> <ul style="list-style-type: none"> • Enumeration of key parameters, preliminary cost estimates, timelines • Approach and Methodology. • Work Plan. • Market analysis. • Techno economic feasibility study including details demand analysis, growth potential of Delhi, India as well as Asia Pacific region. • Optimum usage of Ground coverage, FAR and other development parameters. • Estimation of Revenue, Cost, Capital Cost, Finance cost, Taxes, DCF model • Project funding options
2.	Submission of Concept Design	<p>The Successful Bidder shall prepare a Concept Design for the Project consisting of the following components but not limited to:</p> <ul style="list-style-type: none"> • Detailed Walkthrough • Architectural planning and design, 3D Views, Model Preparation

No.	Milestone / Deliverable	Details
		<ul style="list-style-type: none"> • Site development design. • Layout plan. • Provide 3 concept design options. • Graphic design, signage. • Preparation of schematic design. <p>The Successful Bidder shall finalize the Concept Plan with the ITPO, incorporating revisions / suggestions given by ITPO, if any.</p>
3.	Submission of Schematic Design	<p>The Successful Bidder shall prepare a Schematic Design report that shall include the following components but not limited to:</p> <ul style="list-style-type: none"> • Design Basis Reports for all components. • Interior design works including schemes for related components. • Preparation of Site plan showing provision of Drainage, Sewage disposal, Approach and Internal Road network, landscaping Schemes, Parking etc. • Sanitary, Plumbing, Drainage, Water supply, Sewerage disposal design etc. • Electrical, Electronics, Communication system design etc. including CCTV, Wi-Fi system.

No.	Milestone / Deliverable	Details
		<ul style="list-style-type: none"> • Air conditioning design and other Mechanical systems like elevators, escalators, etc. • Fire detection, Fire protection, Fire Hydrant / Sprinkler, Security system etc. • Other allied works like landscaping, Plantation etc. • Visitor's utility space.
4.	Project Monitoring Support	<p>The Successful Bidder shall support ITPO in the following activities mentioned but not limited to:</p> <ul style="list-style-type: none"> • Preliminary estimate for the sanctioned purpose. • Assist the ITPO / PMC in preparation of tender document for construction agency. • Prepare tender drawings for the PMC. PMC shall prepare the tender document for construction agency. • Obtain the necessary approvals from Municipal Corporation, DUAC, Fire, Environmental Clearance and Traffic Clearance and any other clearances that may be required. • Assist ITPO in facilitating the works as mentioned in the DPR and coordinate with the PMC, Contractor / Construction Agency, and their consultants during execution process of the works.

No.	Milestone / Deliverable	Details
		<ul style="list-style-type: none">• Vetting of Good for Construction (GFC) Drawings.• Validating actual construction vis-à-vis to the Schematic Design.

11. Annexure 2 Deployment of Key Personnel (Agreement)

S.No	Name	Position	Qualification	Eligible Assignments
1.		Architect Consultant		
2.		Finance Consultant		

12. Annexure 3 Approved Sub-Consultants (Agreement)

Refer Clause 4.7

13. Annexure 4 Payment Schedule (Agreement)

13.1 The schedule for completing the Deliverables for a particular Assignment shall be determined at the time of issue of work order for respective Assignment. However, the time for completing the deliverable 1, 2 and 3 specified in the table below will in no case be more than 2 months from the date of issue of Letter of Award (LOA), except if extended with mutual agreement.

No.	Milestone / Deliverable	Payment	Timelines
1.	Stage 1* - Feasibility Report	INR 25 Lakhs	T+30
2.	Stage 2 - Concept Design Report	-	T+45
3.	Stage 3* – Schematic Design	INR 50 Lakhs	T+60
4.	Stage 4 – Confirmed Project Cost	70% of Value of Fee (-) Minus Payment Already Made (Ref. 13.2)	
5.	Stage 5 - Project Monitoring & Support	30% (In 8 equal instalments quarterly)	Till Completion of Construction Works as per Schematic Design

*Payments released at Stage 1 and Stage 3 will be considered part payments, with the final payment adjusted according to the percentage of the project cost,

as specified above. This final payment will be disbursed upon finalization of estimates based on the approved Schematic Design.

*The payment at Stage 1 and Stage 3 will be released after submission and acceptance of report / design by ITPO.

13.2 The Successful Bidder shall prepare estimates based on the Concept Plan, which ITPO will verify and approve

13.3 After the completion of the schematic design, detailed cost estimates will be prepared by the Successful Bidder (using CPWD method) and verified by ITPO. This value will be treated as “4. Confirmed Project Cost”. The value of fees will be determined by multiplying consultancy fee quoted in percentage x Confirmed Project Cost.

$$\text{Calculation of Fee} = \frac{\text{Percentage Fee Quoted}}{100} \times \text{Confirmed Project Cost}$$

13.4 The payment for Stage-4 will be calculated as 70% of the above (Clause 7.3) calculated fees after adjusting payments already made at Stage 1 and Stage 3.

13.5 30% of the fees is allocated to “Stage-5 Project Monitoring & Support”. The same will be paid to the Successful Bidder in 8 equal instalments quarterly. In case the Project is completed before 8 quarters, the unpaid amount shall be paid in the last quarter to the Successful Bidder.

13.6 If any additional work is carried out over and above the scope of work, the fee will be proportionately increased.

13.7 The same principle as mentioned in clause 13.6 shall apply on reduction of quantity in the scope of work.

Annexure 2: Letter of Award to Successful Bidder

<<Letter Head of Company>>

Subject: <Appointment of Architect Consultant / Firm>

Reference: Your Proposal Against Tender <No.> dated <dd/mm/yyyy>

Sir/Madam,

- I. Subsequent to the Submission of your bid against the reference cited above and having qualified in the selection of Architect Firm / Consultant for the <Name of Project> , the approval of the competent authority is hereby conveyed through this LoA with project fee in Rs..... (<amount in words>) (inclusive of taxes)
- II. The Letter of Award (LoA) is sent herewith in duplicate along with the copy of the Contract Agreement, You are requested to return one copy of the LoA duly accepted and signed by the Authorized signatory within 07 (seven) days of the issue of this LoA
- III. The Performance Security of Rs (<Amount in Words>) to be submitted to ITPO at Address xxxx within 07 days of the issue of this LoA.
- IV. Furthermore, you shall execute the Contract Agreement confirming the acceptance to the Terms & Conditions of the RFP document.
- V. It may be further noted that until formal contract agreement is executed, this LoA will constitute a binding contract between <Name of Architect Consultant / Firm> and ITPO.
- VI. The Scope of work, other terms and condition as covered in the tender document as well its subsequent amendments through corrigendum also form part of this LoA.

Your Faithfully,
<Signature of Officer>

<Name of Officer>
<Designation>
<Stamp & Seal>

LoA Accepted
<Signature of Authorised
Signatory>
<Designation>
<Name of Firm & Seal>
<Name of Firm & Seal>

Annexure 3: Eligible Assignments of the Bidder

<To be submitted on letterhead of responding firm>

(Date and Reference)

To,

<Name and Assignment>

<ol style="list-style-type: none"> 1. Name of the Applicant: 2. Category for which Eligible Assignment submitted 3. Name of the Project: 4. Type of Project 5. Project Specifications 6. Description of services performed by the applicant 7. Name of client and Address: 8. Name, Telephone no. of client's representative: 9. Built up Area of project in Sq Mtr 10. Estimated capital cost of Project (In Rs. Cr. Or US\$ million): 11. Payment received by the Applicant as professional fees (in Rs. Crore) 12. Start date of the services (month/year): 13. Finish date of the services (month/year): 14. Brief description of the project: Notes: Use separate sheet for each Eligible Assignment 	
---	--

Annexure 4: Financial Letter

<Covering Letter (On Applicant's letter head)>

(Date and Reference)

To,

Dear Sir,

Subject: Appointment of Architect Consultant / Firm for preparing Detailed Project Report and providing subsequent assistance to ITPO during Construction Period in the remaining portion of re-development of Bharat Mandapam Complex, New Delhi

.....Project.

I/ We, (Applicant's name) herewith enclose the Financial Proposal for selection of my/ our firm as Architect for preparation of Detailed Project Report and providing subsequent assistance to ITPO during Construction Period in the remaining portion of re-development of Bharat Mandapam Complex, New Delhi

I/ We agree that this offer shall remain valid for a period of 90 (ninety) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

Annexure 5: Financial Proposal

FINANCIAL BID

Name of Work: _____

Name of Architect Firm / Consultant: _____

S.No	Description	Consultancy Fee to be quoted in percentage of the cost of the Project	
		(in fig.)	(in words)
1.	THE FEES FOR DPR AND MONITORING CONSULTANCY SERVICES AS PERCENTAGE OF THE PROJECT COST*.	_____ %	

*The bidder shall quote in percentage of the Project Cost. The Financial Proposal shall be deemed to be inclusive of all taxes, levies, fees, etc. by whatever name called, except GST as mentioned in clause 3.4.7.

Annexure 6: Completion Certificate

«Letter Head of Company»

This is to inform that <Name of Architect Consultant /Firm > has assisted the company to provide< type of services> for<Name of project>. The assignment was for a period of<number of months> start w.e.f from<Start Date of Assignment>

S.No	References	Project Details	
1.	RFP Reference		
2.	Project Title		
3.	Location		
4.	Scope of Work		
5.	Fee (Including Taxes)		
6.	Engagement Period	From	To
7.	Current Status		

The scope of work assigned to the<Architect Consultant / Firm> are as follows:

- 1.
- 2.
- 3.

S.No	Milestones	Completion Remarks
1.		
2.		
3.		
4.		
5.		

<Name of Architect Consultant / Firm> performance has been found to be satisfactory with respect to services provided in relation to the above listed scope under this assignment.

<Signature of Officer>

<Name of Officer>

<Designation>

<Stamp &. Seal>

Note: ITPO may suitably modify the contents of provided under this format to reflect the milestone achieved under the assignment/project and the performance of Architect Consultant / Firm

Annexure 7: Curriculum Vitae (CV) of Professional Personnel

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record:

(Starting with present position, list in reverse order every employment held.)

7. List of projects on which the Personnel has worked.

Name of Project
responsibilities

Description of

Certification:

- a) I am willing to work on the Project and I will be available for the entire duration of the Project assignment as required.
- b) I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience and me.

(Signature and name of the Professional
Personnel)

Place.....

(Signature and name of the authorised signatory of the Applicant)

Notes:

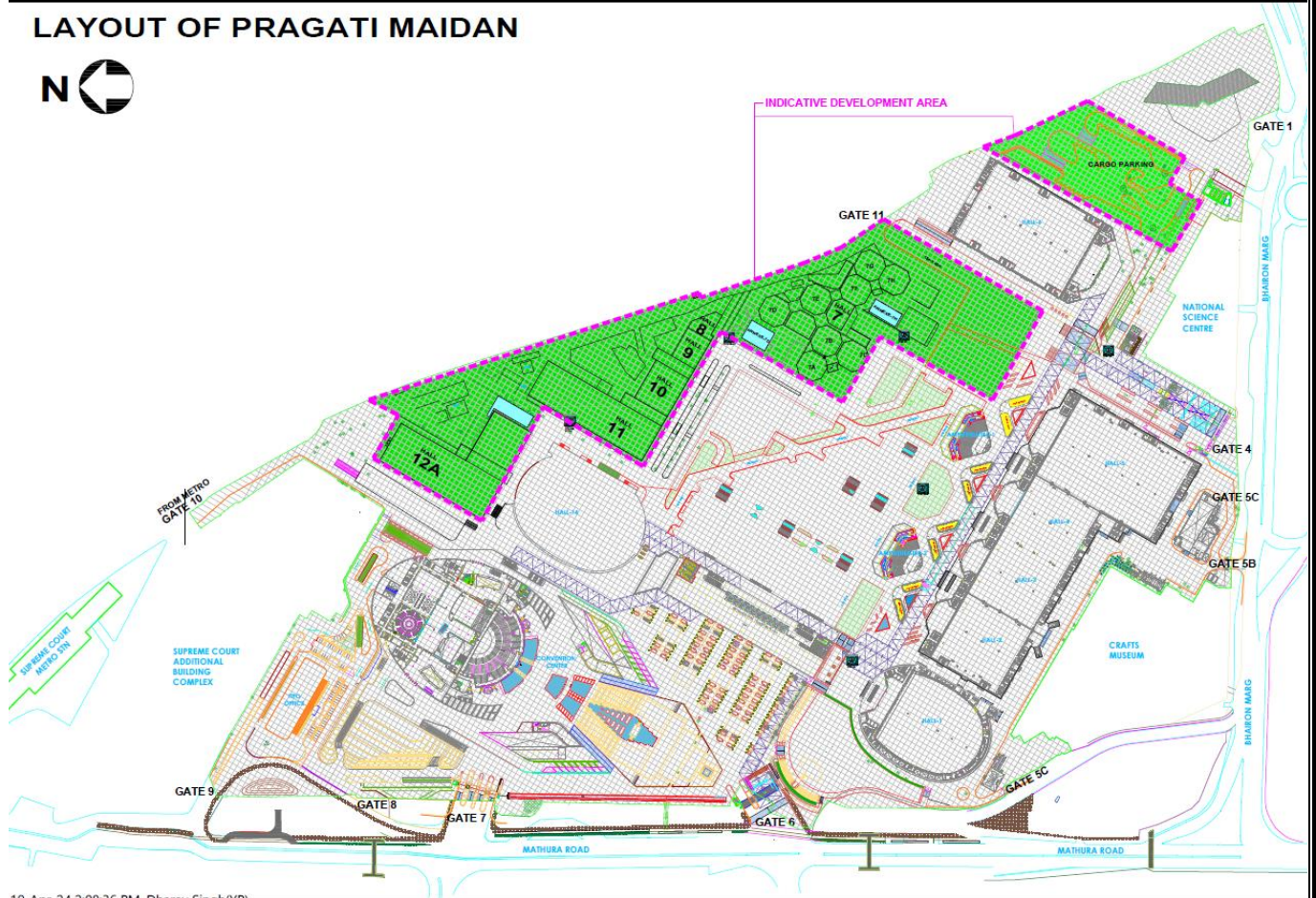
1. Use separate form for each Key Personnel and Professional Personnel.
2. In the case of Financial Expert, only those assignments shall be included where the Financial Expert worked as the Team Leader or the leader of the Financial Team in the relevant assignment.

3. Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorised Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.

1. Details of the Firm
Firm's Name, Address and Telephone
Name and Telephone No. of the Contact Person
Fields of Expertise
No. of Years in business in the above Fields
2. Services that are proposed to be subcontracted:

Annexure 8: Indicative Layout of Area for Re-Development

LAYOUT OF PRAGATI MAIDAN



10 Apr 24 2:08:35 PM Dhruv Chhabra

Annexure 9: Performance Bank Guarantee Form

To,
 India Trade Promotion Organisation,
 Ministry of Commerce and Industry, Govt. of India
 Pragati Maidan, New Delhi
 Pin – 110001

In consideration of the India Trade Promotion Organisation (herein called the “Authority”) having to enter into an Agreement with M/s..... (herein called the “Architect Consultant / Firm”) as a follow up to the Letter of Award no..... dated..... Issued by the Authority for **“SELECTION OF ARCHITECT CONSULTANT / FIRM FOR PREPARATION OF DETAILED PROJECT REPORT (DPR) AND PROVIDING SUBSEQUENT ASSISTANCE TO ITPO DURING THE CONSTRUCTION PERIOD IN THE REMAINING PORTION OF RE-DEVELOPMENT OF BHARAT MANDAPAM COMPLEX, NEW DELHI”** on production of Performance security in the form of Bank Guarantee for INR (Rupees.....only), at the request of Consultant, We, (Bank) do hereby undertake to pay the Authority an amount not exceeding INR..... (Rupees Only) against any default or failure on the part of the Architect Consultant / Firm to perform the contract in accordance with the terms & conditions or any breach of the said Agreement.

1. We, (Bank) do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Authority stating the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Architect Consultant / Firm or any of the terms conditions contained in the said timeframe or by reason of the Consultant’s failure to perform the said Agreement. 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 INR..... (Rupees only).
2. We, (Bank) undertake to pay the Employer any money so demanded notwithstanding any dispute or disputes raised by the Architect Firm / Consultant in any suit or proceeding pending before any court or Tribunal relating thereto, liability under this present being absolute unequivocal. The payment so made by us under this guarantee shall be valid discharge of our liability for payment there under and the Architect Consultant / Firm shall have no claim against us for making such payment.
3. We, (Bank) further agree that the Guarantee herein contained shall remain full force and effect till completion of project work to the complete satisfaction of the Authority in terms of conditions of contract and Letter of Award (LoA) and that it shall continue

to be enforceable till all the dues of the Employer under or by virtue of the said Agreement have been fulfilled and its claim satisfied or till the scheduled date of completion of Works as per the Agreement. We (Bank) shall consider that the terms and conditions of the said Agreement have been fully and properly carried out by the said Architect / Consultant and accordingly discharge this Guarantee after 90 days from the date of completion of the said contract unless a demand or claim under this Guarantee is served by the Authority in writing on the bank but before the expiry of the said period in which case it shall be enforceable against the bank notwithstanding the fact that same is enforced after the expiry of the said period or after the extended period as the case may be.

4. We, (Bank) further agree with the Authority that the Authority shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time or performance by the said Architect Firm / Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Consultant 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 Architect Firm / Consultant or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Architect Consultant / Firm or by any such matter or thing whatsoever which under the law relating to sureties would, but for the provision, have effect of so relieving us.
5. It shall not be necessary for the Employer to proceed against the Architect Consultant / Firm before proceeding against the Bank and the guarantee herein contained shall be enforceable against the bank notwithstanding any security which the Authority may have obtained or obtain from the Architect Consultant / Firm at the time when proceedings are taken against the bank hereunder be outstanding unrealized.
6. Notwithstanding anything contained herein above our liability under the guarantee is restricted to INR (Rupees..... Only) and shall remain in force until or otherwise until the extended date by the Employer. Unless a claim or suit under this guarantee is filed with us on or before the extended date ALL OUR RIGHTS UNDER THE GUARANTEE SHALL BE FORFEITED and the bank shall be relieved and discharged from all liabilities therein.
7. This Guarantee will not be discharged even if there is a change in the constitution of the Bank or the Consultant.
8. We, (Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Employer in writing.

Dated the of..... 2024

For.....
(Indicate the name of bank)

Signature.....
Name of the Officer
(In Block Capitals)
Designation

Code No.....
Name of the bank and Branch (SEAL)

Annexure 10: Check List of Documents

S.No	Document Requirement	Eligible (Yes / No)	Document Attached	Pg. No
1.	Firm Registration			
1.1	Certificate of Incorporation			
1.2	Proof of registered office in India			
1.3	Proof of Architect registration with COA for at least 10 years (Firm and Individual Bidder both to provide proof)			
2.	Experience in Architectural & Consultancy Services:			
2.1	The bidder to provide proof of Experience of providing Architectural & Consultancy Services as per specified formats (Annexure 3 and Annexure 6).			
3.	Financial Eligibility:			
3.1	Summarised Balance Sheets and Statements of Profit and Loss (Audited) and attested by Chartered Account for last 5 years.			
3.2	Positive net worth certificate as on 31 st March 2023 issued by Chartered Account.			
4.	Team Composition			
4.1	Curriculum Vitae of the Architect proposed for the project highlighting relevant experience as per 4.4 Team Composition. The specified format is provided in Annexure 7			
4.2	Curriculum Vitae of the Finance Expert proposed for the project highlighting relevant experience as per 4.4 Team Composition. The specified format is provided in Annexure 7			
5.	Annexure-9 Performance Bank Guarantee			
6.	Annexure 5 Financial Proposal to be filed separately in financial bid form.			
6.1	Annexure 4 Financial Letter			

Signature of Authorized Person: Name

Designation and Seal.....