



ITER-India
(Institute for Plasma Research)



Bid Specific Additional Terms & Conditions (ATC)

Note: The bid specific ATC shall have precedence over the Service specific STC and GTC, whenever there are any conflicting provisions.

GeM Bid No.	GEM/2023/B/3626001
Title	Section-A: Instructions to Bidders, Unpriced Bid Format Section-B: Terms & Conditions of the Contract

ITER-India, Institute for Plasma Research
Block A, Sangath Skyz, Bhat-Motera Road, Koteswar,
Ahmedabad 380005, Gujarat, India





Title: Liaison Consultancy Services (Liaison consultant) to liaise with statutory authorities for obtaining clearances, approvals and permissions for the proposed new construction projects at IPR campus

GeM Bid No.

GEM/2023/B/3626001

Title	Liaison Consultancy Services (Liaison consultant) to liaise with statutory authorities for obtaining clearances, approvals and permissions for the proposed new construction projects at IPR campus
Sub Title	Section-A: Instructions to Bidders and Unpriced Bid Format

**ITER-India, Institute for Plasma Research
Block-A, Sangath Skyz IPL, Bhat-Koteshwar Road, Koteshwar
Ahmedabad 380005, Gujarat, INDIA**





Contents

Section-A: Instructions to Bidders and Unpriced Bid Format	2
1 ABBREVIATIONS	5
2 Bid Submission Content, Format & Instructions.....	6
2.1 Techno-commercial bid submission	6
2.2 Price bid submission.....	6
3 Annexures	7
3.1 Annexure-A1: General Particulars of the Bidder.....	7
3.2 Annexure-A2: Unpriced Bid Format	7
3.3 Annexure-A3: Letter for Acceptance of Tender.....	15
3.4 Annexure-A4: Self Certification under preference to Make in India order.....	17
3.5 Annexure-A5: Self-declaration by Bidder of a country sharing/not sharing land border with India	18
3.6 Annexure-A6: Financial document indicating Price Breakup to be submitted by the bidder along with Financial (Price) Bid submission.....	19
Section-B: Terms and Conditions of the Contract.....	24
1 Terms and Conditions of the Contract (TCC) / Service Order	25
1.1 General provisions of the Contract	25
1.1.1 Definitions	25
1.1.2 Language	26
1.1.3 Governing Law	26
1.1.4 Jurisdiction.....	26
1.1.5 Exercising the Rights and Powers of the Purchaser	26
1.1.6 Publicity.....	26
1.1.7 The Entire Agreement.....	26
1.1.8 Severability.....	26
1.1.9 Confidentiality and Secrecy.....	26
1.2 The Purchaser	27
1.2.1 Purchaser's representatives.....	27
1.3 The Contractor/Service Provider	27
1.3.1 Permits, Licenses or Approvals	27
1.3.2 Compliance with law	28
1.3.3 Contractor/service provider's representative	28
1.3.4 Sub-contracting, subletting or assignment of Contract/Service Order	29
1.4 Consultant's Obligations and restrictions on its Rights.....	29
1.4.1 Changes in Constitution/ financial stakes/ responsibilities of a Consultants' Firm/Business	29
1.4.2 Restriction on Potential Conflict of Interests.....	29
1.4.3 Security/Safety:	30



1.4.4	Other Conditions:	30
1.5	Contract/Service Order Work Scope and Completion Time	31
1.5.1	Scope of Work, Scope of Supply and Specifications:	31
1.5.2	Delivery and Completion Time	31
1.6	Contract/Service Order Price, Payment and Recoveries.....	31
1.6.1	Terms of Prices	31
1.6.2	Basis of Delivery	31
1.6.3	Taxes and Duties.....	31
1.6.4	Ultimate Consignee & Delivery Address:	32
1.6.5	Mode of Payment	33
1.7	Recovery of Sums Due	33
1.8	Delay, Extension & Postponement	33
1.8.1	Extension of Time (due to Contractor/service provider)	33
1.8.2	Delay in delivery dates/completion time	34
1.9	Liquidated Damages (LD)	34
1.10	Final Acceptance	34
1.11	Accident liability / Insurances	34
1.12	Limitation of liability.....	35
1.13	Suspension of work	35
1.14	Foreclosure of Contract:	35
1.15	Cancellation/Termination of Contract/Service Order.....	35
1.15.1	Termination of Contract/Service Order for default	35
1.15.2	Termination of Contract/Service Order for insolvency	36
1.15.3	Termination of Contract/Service Order for convenience.....	36
1.16	Settlement by Mutual Consultation	36
1.17	Arbitration:	36
1.18	Force Majeure.....	37
1.18.1	Definition of force majeure	37
1.18.2	Notice of force majeure	37
1.18.3	Duty to minimize the effect	38
1.18.4	Consequences of force majeure	38
1.18.5	Limitations:.....	38
1.19	Precedence.....	38
	Annexure-B1: Non - Disclosure Agreement	39
	Annexure-B2: Hindrance Register	44



1 ABBREVIATIONS

AAI	:	Airports Authority of India
AMC	:	Ahmedabad municipal corporation
AUDA	:	Ahmedabad Urban Development Authority
CA	:	Chartered Accountant
CC	:	Commencement Certificate
CFO	:	Chief Fire Officer
CPWD	:	Central Public Works Department
EEC	:	Essential Eligibility Criteria
EMD	:	Earnest Money Deposit
DP	:	Development Plan/Permission
GIDC	:	Gujarat Industrial Development Corporation
GMC	:	Gandhinagar Municipal Corporation
GUDA	:	Gandhinagar Urban Development Authority
IPR	:	Institute for Plasma Research
IS	:	Indian Standard Codes
MES	:	Military Engineer Services
MoEF	:	Ministry of Environment and Forests
NAD	:	National Academic Depository
NOC	:	No Objection Certificate
State PWDs	:	State Public Works Department
AE(WW)	:	Assistant Engineer Water Work
CE(SWD)	:	Chief Engineer (Storm Water Drain)
EE(SP)P&D	:	Chief Engineer(Sewerage Project), P&D
EE(SWM)	:	Chief Engineer (Solid Waste Management)
STP	:	Sewage Treatment Plant
sq. m	:	Square Meter



2 Bid Submission Content, Format & Instructions

2.1 Techno-commercial bid submission

The following table provides the guideline for preparing and arranging the Techno-commercial bid documents **without Price Bid**.

Notes:

1. All the documents shall be properly arranged into sections.
2. Pages shall be numbered, initialled and stamped.
3. Apart from the given specific templates, bidder may also use the tender documents to insert any comments/mark-up within the text

Table 1: List of contents for Techno-commercial bid submission

S/N	Content to be included	Detail	Submitted Yes / No
1	Covering Letter & Bidder Information	<ul style="list-style-type: none">➤ Bid Covering Letter➤ General information about the bidder as per the template provided in Annexure-A1 of Section-A	
2	Essential Eligibility Criteria (EEC)	<ul style="list-style-type: none">➤ All documents in compliance to EEC as per EEC provided with GeM bid	
3	EMD	Proof of Payment of EMD or Valid document as per applicability for exemption from payment of EMD (In case of EMD in the form of Demand Draft (DD), original DD shall reach to Purchaser well before the due date and time)	
4	Compliance with Scope of Work, other details and Terms and Conditions of the Contract	<ul style="list-style-type: none">➤ Provide Unpriced Bid Format as per Annexure-A2 of Section-A➤ Provide signed and stamped Letter of Acceptance for Tender as per Annexure-A3 of Section-A, along with list of deviations, if any	
5	Self-Declarations for Make In India (MII) and country sharing land border with India	<ul style="list-style-type: none">➤ Annexure-A4 and Annexure-A5 of Section-A	
6	PAN, GST, MSME, Start up registration details and any other details	<ul style="list-style-type: none">➤ PAN➤ GST registration➤ MSME (Udyam Registration)➤ Start-up registration➤ Any other details	

2.2 Price bid submission

Prices to be offered in GeM portal only on or before the bid submission end date.

All the Bidders must submit file containing Price Breakup as per Annexure-A6 along with Financial (Price) Bid submission. This Price Breakup shall form an integral part of the Contract.



Title: Liaison Consultancy Services (Liaison consultant) to liaise with statutory authorities for obtaining clearances, approvals and permissions for the proposed new construction projects at IPR campus

GeM Bid No.

GEM/2023/B/3626001

3 Annexures

3.1 Annexure-A1: General Particulars of the Bidder

1.	Name of the Bidder	
2.	Bidder's details along with address for placement of Order	
3.	Bidder's Proposal No. and Date	
4.	Name and designation of the officer of the Bidder to whom all references shall be made for expeditious co-ordination.	
5.	Postal Address, Telephone & Fax Nos. and e-mail Address of Registered Office	
6.	Address, Telephone Nos., Fax Nos. and e-mail ID of Office through which the proposed work (if entrusted) will be handled with name & designation of person-in-charge	
7.	Core Competence of business	
8.	Areas of other business activity, if any & place of such business	
9.	Any additional information which the tenderer considers relevant for evaluation of this tender	
10.	Bank details of the Bidder	
11.	GST Registration details of the bidder / GST Registration Certificate	
12.	PAN details of the bidder	
13.	MSME registration details with category / UDYAM registration (General/SC/ST/Women), if any	
14.	Start-up registration details, if any	

Authorized signatory of Bidder

Bidder's stamp

3.2 Annexure-A2: Unpriced Bid Format

This tender is for "Liaison Consultancy Services (Liaison consultant) to liaise with statutory authorities for obtaining clearances, approvals and permissions for the proposed new construction projects at IPR campus" as follows:

Notes for bidders:

- The bidder is required to quote only in INR (Indian Rupees).



Title: Liaison Consultancy Services (Liaison consultant) to liaise with statutory authorities for obtaining clearances, approvals and permissions for the proposed new construction projects at IPR campus

GeM Bid No.

GEM/2023/B/3626001

- ii) The bidder shall quote for the overall scope of the tender. In case the bidder has not quoted unit price for some of the items in their detailed price schedule, these items will be treated as zero value, subject to the confirmation from the bidder. Otherwise bid shall be rejected.
- iii) Prices for each item listed in this schedule must be clearly and completely filed in.
- iv) In the event of error occurring in the amount column of the schedule, as a result or wrong extension of the unit rate and quantity, the unit rate quoted by the Bidder shall be regarded as firm and the extensions shall be amended on the basis of the same rates.
- v) In the event of conflict between Schedule of quantities and other documents/drawings/diagrams including the specifications, the most stringent shall apply and the interpretation of the Purchaser shall be final and binding.
- vi) In the event of increase or decrease in Contract quantity as mutually agreed between the Purchaser and the Contractor/Liaison Consultancy Firm (Liaison consultant), Contract price shall be increased (as per GeM GTC) or reduced for the increment or reduction in quantity at the unit rates given in the Contract.
- vii) Actual quantity of work executed shall be measured in sq. m (Square Meter) area of land as indicated in SOQ for each proposed new construction projects at IPR campus in **Table** . The payment for additional quantity of work executed (In excess of quantity or limit as specified in SOQ, if any) shall be made as per unit rate provided with the SOQ.
- viii) **Quoted price shall include ONLY consultancy/ Liaisoning / coordination fees. All Official charges (statutory levies / charges) shall be directly paid by ITER-India to the relevant statutory Authorities/ Govt. department/ revenue offices against valid documentary evidences, as and when required.**
- ix) The quantity mentioned in SoQ is nominal/indicative. The Liaison consultancy services (Liaison consultant) shall be paid for the actual quantity of work executed in accordance with the approved measurement sheet at the SOQ rates.

Table 2 : Unpriced Bid Format

Obtaining Environment and Construction clearances, approval and permission from Statutory Authorities for the proposed upcoming new construction projects included in Scope of work.

Sr. No.	Scope of work	Total Area in sq. m	Rate per sq. m in Rs.	Quoted (Yes/No)	Required Lead Time*
1	Obtain statutory approvals / permissions, Environment clearances, from Statutory Authorities for following construction projects inside IPR campus: a) ITER-India office building (approx. 1200 sq.m) b) New Canteen Building (approx. 1100 sq.m) c) Reception Building (approx. 450 sq.m) d) Sewage Treatment Plant (STP) (approx. 200 sq.m) and	Approx. 3200			



Title: Liaison Consultancy Services (Liaison consultant) to liaise with statutory authorities for obtaining clearances, approvals and permissions for the proposed new construction projects at IPR campus

GeM Bid No.

GEM/2023/B/3626001

Sr. No.	Scope of work	Total Area in sq. m	Rate per sq. m in Rs.	Quoted (Yes/No)	Required Lead Time*
	<p>e) Shed for stores (approx. 250 sq.m)</p> <p>i) Prepare and submit applications to obtain necessary Environment Clearance from Statutory Authorities to initiate the construction work at site.</p> <p>ii) Prepare drawings and other supporting documents and submit sets to obtain “Environment Clearance certificate, approval and permission”.</p> <p>iii) Obtain Environment clearance. (MoEF approvals).</p> <p>iv) Obtain NOC cutting, transporting and transplantation of trees).</p> <p>v) Pre-compliance clearances from Forest Department / Tree cutting Authority as applicable (which includes planting of new trees as per requirement).</p> <p>vi) Pre-compliance clearances for obtaining Building Completion Certificate /Occupation Certificate from Statutory Authorities.</p>				
Sub-Total Charges (1)					
2	<p>Statutory Approvals required Before Construction, During Construction and After Construction for ITER-India Office building projects inside IPR campus.</p> <p>a) ITER-India office building (approx. 1200 sq.m)</p> <p>b) New Canteen Building (approx. 1100 sq.m)</p> <p>c) Reception Building (approx. 450 sq.m)</p> <p>d) Sewage Treatment Plant (STP) (approx. 200 sq.m) and</p> <p>e) Shed for stores (approx. 250 sq.m)</p>				
2A	Stage-I(One): Statutory Approvals required Pre-Construction	Approx. 3200			
a.	Obtaining Development permission (DP) part plan & Zoning certificate.				
b.	Make Development permission (DP) application at Statutory Authorities , Obtain development permission, approval of Buildings plan, and work commencement letter from relevant authority.				



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GeM Bid No.

GEM/2023/B/3626001

Sr. No.	Scope of work	Total Area in sq. m	Rate per sq. m in Rs.	Quoted (Yes/No)	Required Lead Time*
c.	Obtaining of Building Plan Approvals including Commencement Certificate (CC). This shall include the all the required pre-clearances for Commencement Certificate such as NOC from AMC / GMC / GIDC / GUDA / AUDA/ Statutory Authorities as applicable. DP remarks, submission of undertakings & all letters/notices and/or any other as listed in Plan Approval Letter (PAL).				
d.	Preparation of as built drawings taking into account actual construction for obtaining Building Use permission.				
e.	Obtaining NOC and Permission from Airport authority of India's (AAI's) (i.e. Airport NOC for height clearance)				
f.	Preparation of Architectural drawings of the proposed works and preparation & Submission of drawing as per statutory / regulatory norms of AMC / GMC / GIDC / GUDA / AUDA, and/or other Statutory Authorities. Review and inputs based on Authority's GDCR for concept finalization of schematic drawings of architect, and Schematic drawings finalization (finalization of architectural drawings). Signing as an Architect on all drawings and documents.				
g.	Preparation of all stamp papers (affidavits) and other necessary documents required by relevant authorities to fill up the application form. Preparation of all relevant documents as per statutory / regulatory norms of AMC / GMC / GIDC / GUDA / AUDA / Statutory Authorities.				
h.	Preparation of opinion related drawings of firefighting, HVAC etc., Appointment of any other approved consultants (if required) as per statutory norms. (i. e. Fire, HVAC, etc.)				



Title: Liaison Consultancy Services (Liaison consultant) to liaise with statutory authorities for obtaining clearances, approvals and permissions for the proposed new construction projects at IPR campus

GeM Bid No.

GEM/2023/B/3626001

Sr. No.	Scope of work	Total Area in sq. m	Rate per sq. m in Rs.	Quoted (Yes/No)	Required Lead Time*
i.	Obtaining Chief fire officer's (CFO) opinion and NOC from CFO.				
j.	Preparation of required format drawings and submission of drawings for approval of building plan with floor plans section and elevation layout plan & parking layout plan etc.				
k.	Obtain Town planning Officer's (T.P.O) opinion.				
l.	Prepare layout Plan as per Town Planning Scheme in AutoCAD format (where required)				
m.	Signing of Engineers and Signing of Clerks of works.				
n.	Obtaining Record of Rights (Land) i.e. Revenue Record of 7&12				
o.	Take the Photographs of plot.				
p.	Obtaining Police NOC				
q.	Lamination of approved building plans.				
2B	Stage-II(Two): Statutory Approvals required During Construction				
a.	Obtaining and Compiling of all required Statutory Clearances as listed in Plan Approval Letter of respective project during construction stage. All pre-compliance clearances for obtaining Completion Certificate /Occupation Certificate such as CFO, AAI, AE(WW), HE(WS), EE(SP)P&D, CE(SWD), EE(SWM), submission of undertakings & all letters/notices and/or any other as listed in Plan Approval Letter (PAL),				
b.	Site visit of statutory Authority's Officer to check margins and other details as per submitted building plans.				
c.	On completion of construction up to plinth level submit a notice to Statutory Authority for checking construction progress report & site visit of statutory Authority's Staff (post DP approval compliances)				



Title: Liaison Consultancy Services (Liaison consultant) to liaise with statutory authorities for obtaining clearances, approvals and permissions for the proposed new construction projects at IPR campus

GeM Bid No.

GEM/2023/B/3626001

Sr. No.	Scope of work	Total Area in sq. m	Rate per sq. m in Rs.	Quoted (Yes/No)	Required Lead Time*
d.	On completion of construction of superstructure submit a notice to Statutory Authority for checking construction progress report & site visit of Statutory Authority's Staff (post DP approval compliances)				
e.	On completion of construction of last story of building completion, submit a notice to statutory Authority for checking construction progress report & site visit of statutory Authority's Staff (post DP approval compliances)				
f.	Site visit by Statutory Authority's officer to inspect completed building.				
2C	Stage-III(Three): Statutory Approvals required Post Construction				
a.	Obtaining of Building completion / Occupation Certificate (CC/OC) and compliance there in, if any including canvas mounted completion certified drawings.				
b.	Chief fire officer's NOC(i.e. Fire Department NOC)				
c.	Obtain Lift use NOC (if any, wherever require)				
d.	Building Use Permission (BUP) application made at statutory Authority				
e.	Submission of drawings and other applicable documents to the concerned authorities and obtain 'Building Use' (BU) permission.				
f.	Obtain Building Use Permission from AMC / GMC / GIDC / GUDA / AUDA / other Statutory Authorities with in the stipulated duration.				
g.	Receipt of Building Use Permission from AMC / GMC/ GIDC / GUDA / AUDA / Statutory Authorities.				
h.	Lamination of approved building plans				
i.	Land Ownership related clearances (if any) (Land Area approx. 3000 sq.m)	Approx. 3000			
Sub-Total Charges (2A+2B+2C) = (2)					
Total (Sub Total 1+ Sub Total 2)					
GST (%)					



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GeM Bid No.

GEM/2023/B/3626001

Sr. No.	Scope of work	Total Area in sq. m	Rate per sq. m in Rs.	Quoted (Yes/No)	Required Lead Time*
Grand Total					

***Bidder shall ensure that the specified “Required Lead Time” is in line with the Delivery Schedule as mentioned in clause No. 1.5.2.1 of Section-B.**

A. Compliance with Commercial Terms, Taxes and Duties (This needs to be filled up as offered in Price Bid format):

Particulars	Compliance
Price Basis: Offer Prices on GeM shall be on all-inclusive basis i.e. including delivery charges (if any), taxes, duties, local levies, transportation or any other expenses etc. as per GeM GTC	Yes / No (In case of No, details of deviation to be specified)
Price Basis: Offer Prices on GeM shall be exclusive of all Official charges (statutory levies / charges) which shall be directly paid by the Purchaser to the relevant statutory Authorities/ Govt. department/ revenue offices against valid documentary evidences, as and when required.	Yes / No (In case of No, details of deviation to be specified)
Applicable Rate of Goods and Service Tax (GST)included	Yes/No GST rate included to be specified
SAC code of offered service(s)	To be specified
Committed completion period – completion period as specified in tender will apply	Yes / No (In case of No, details of deviation to be specified)
Bid Validity Period - 120 days from end date of bid submission	Yes / No (In case of No, details of deviation to be specified)
Payment Terms- ITER-India Payment terms as per GeM bid will apply	Yes / No (In case of No, details of deviation to be specified)
Submission of Performance Security Bank Guarantee/e-PBG as per GeM	Yes / No (In case of No, details of deviation to be specified)
Liquidated Damages shall apply as per clause no. 1.9 of Section-B	Yes / No (In case of No, details of deviation to be specified)



Title: Liaison Consultancy Services (Liaison consultant) to liaise with statutory authorities for obtaining clearances, approvals and permissions for the proposed new construction projects at IPR campus

GeM Bid No.

GEM/2023/B/3626001

Bidder Signature		
Name of the signatory & Title	Name	Title
Bidder's Official seal		
Place & Date	Place	DD-MM-YYYY



Title: Liaison Consultancy Services (Liaison consultant) to liaise with statutory authorities for obtaining clearances, approvals and permissions for the proposed new construction projects at IPR campus

GeM Bid No.

GEM/2023/B/3626001

3.3 Annexure-A3: Letter for Acceptance of Tender

(This form should be printed on bidder's letter head duly signed, stamped and sent by the bidder along with the technical Bid document)

From:

Name and address of Applicant Bidder
Name of Contact Person
Contact Number (Tel. no., mobile no., Fax no., E-mail)

Date:

To:

Sr. Officer (Purchase & Stores)
ITER-India, Institute for Plasma Research,
Block A, Sangath Skyz, Bhat-Motera Road, Koteswar,
Ahmedabad 380005,
Gujarat, INDIA Tel: + 91-79-2326 9656
Email: purchase@iterindia.in

Subject: Acceptance of the Tender

Ref. : GeM Bid No.: GEM/2023/B/3626001

Dear Sir/Madam,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender' from GeM/web site(s) namely: _____ as per your advertisement, given in the above mentioned website(s)
2. I / We hereby certify that I / we have read the entire tender documents i.e. Scope of Work, Essential Eligibility Criteria (EEC), Payment Terms, other details and Terms & Conditions (ATC) of the tender, which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein and GeM GTC.
3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.
4. In this regard, we would like to confirm the following **(Please \checkmark against applicable point)**.
 - I/ We hereby **unconditionally accept** all the Scope of Work, Essential Eligibility Criteria (EEC), Payment Terms, other details and Terms & Conditions as per GeM Bid including ATC document of the tender.
 - I/ We accept all the Scope of Work, Essential Eligibility Criteria (EEC), Payment Terms, other details and Terms & Conditions as per GeM Bid including ATC document of the tender, **except following deviations**.

List of deviations attached as an enclosure to this letter.

5. I/ We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.



Title: Liaison Consultancy Services (Liaison consultant) to liaise with statutory authorities for obtaining clearances, approvals and permissions for the proposed new construction projects at IPR campus

GeM Bid No.

GEM/2023/B/3626001

6. I / We certify that all information furnished by our Firm is true & correct and, in the event, that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Signature

Bidder's stamp

Name:

Position:

Note: If any deviations are proposed, these must be clearly indicated in the bid/offer as a separate annexure to this Letter of Acceptance instead of merely enclosing bidder's printed conditions of Sale. Deviations, if any, shall be reflected in this letter of acceptance (or enclosure to this letter) only and not elsewhere in the bid, failing which, the Purchaser shall consider bidder's acceptance of the tender document with no deviation.



Title: Liaison Consultancy Services (Liaison consultant) to liaise with statutory authorities for obtaining clearances, approvals and permissions for the proposed new construction projects at IPR campus

GeM Bid No.

GEM/2023/B/3626001

3.4 Annexure-A4: Self Certification under preference to Make in India order

[If the bidder is an authorized dealer, then OEM needs to provide this MII declaration on their letter head]

In line with Government Public Procurement Order No. P-45021/2/2017-PP (BEII) dated 04.06.2020 and its amendments, we hereby certify that we M/s. _____ are local supplier/service provider meeting the requirement of minimum local content i.e., _____% excluding transportation, insurance, installation, commissioning, testing, training and after sales service support like AMC/CMC etc. as defined in above orders for the items against GeM Bid No. GEM/2023/B/3626001.

Details of location at which local value addition will be made as follows:

_____.

We also understand, false declarations will be in breach of the code of integrity under rule 175(1) (i) (h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

Thanking You,

Signature with date:

Name:

Designation:

Bidder's stamp



Title: Liaison Consultancy Services (Liaison consultant) to liaise with statutory authorities for obtaining clearances, approvals and permissions for the proposed new construction projects at IPR campus

GeM Bid No.

GEM/2023/B/3626001

3.5 Annexure-A5: Self-declaration by Bidder of a country sharing/not sharing land border with India

[ON THE LETTER HEAD OF THE COMPANY]

Ref: 1) Our bid/offer No. dated
2) GeM Bid No. GEM/2023/B/3626001

Restrictions on procurement from Bidders from a country or countries, or class of countries under Rule 144(xi) of the General Financial Rules 2017.

We have read the clause regarding restrictions on procurement from Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:

- (a) *we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and;*
- (b) *we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority and solemnly certify that we are not from such a country or, if from such country, we are registered with the Competent Authority (copy enclosed). We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.”*

Penalties for false or misleading declarations:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and also undertake to advise any further changes to the above details. We understood that any wrong or misleading self-declaration by us would be violation of Code of integrity and would attract penalties as mentioned in this tender document, including debarment.

Signature

Bidder's stamp

Name:

Position:

Address:

Tel:

Fax:

Email ID:



Title: Liaison Consultancy Services (Liaison consultant) to liaise with statutory authorities for obtaining clearances, approvals and permissions for the proposed new construction projects at IPR campus

GeM Bid No.

GEM/2023/B/3626001

3.6 Annexure-A6: Financial document indicating Price Breakup to be submitted by the bidder along with Financial (Price) Bid submission.

Sr. No.	Scope of work	Total Area in sq. m	Rate per sq. m in Rs.	Total (Rs.)
1	<p>Obtain statutory approvals / permissions, Environment clearances, from Statutory Authorities for following construction projects inside IPR campus:</p> <ul style="list-style-type: none">a) ITER-India office building (approx. 1200 sq.m)b) New Canteen Building (approx. 1100 sq.m)c) Reception Building (approx. 450 sq.m)d) Sewage Treatment Plant (STP) (approx. 200 sq.m) ande) Shed for stores (approx. 250 sq.m) <p>i) Prepare and submit applications to obtain necessary Environment Clearance from Statutory Authorities to initiate the construction work at site.</p> <p>ii) Prepare drawings and other supporting documents and submit sets to obtain "Environment Clearance certificate, approval and permission".</p> <p>iii) Obtain Environment clearance. (MoEF approvals).</p> <p>iv) Obtain NOC cutting, transporting and transplantation of trees).</p> <p>v) Pre-compliance clearances from Forest Department / Tree cutting Authority as applicable (which includes planting of new trees as per requirement).</p> <p>vi) Pre-compliance clearances for obtaining Building Completion Certificate /Occupation Certificate from Statutory Authorities.</p>	Approx. 3200		
Sub-Total Charges (1)				



Title: Liaison Consultancy Services (Liaison consultant) to liaise with statutory authorities for obtaining clearances, approvals and permissions for the proposed new construction projects at IPR campus

GeM Bid No.

GEM/2023/B/3626001

2	Statutory Approvals required Before Construction, During Construction and After Construction for ITER-India Office building projects inside IPR campus. a) ITER-India office building (approx. 1200 sq.m) b) New Canteen Building (approx. 1100 sq.m) c) Reception Building (approx. 450 sq.m) d) Sewage Treatment Plant (STP) (approx. 200 sq.m) and e) Shed for stores (approx. 250 sq.m)			
2A	Stage-I(One): Statutory Approvals required Pre-Construction	Approx. 3200		
a.	Obtaining Development permission (DP) part plan & Zoning certificate.			
b.	Make Development permission (DP) application at Statutory Authorities , Obtain development permission, approval of Buildings plan, and work commencement letter from relevant authority.			
c.	Obtaining of Building Plan Approvals including Commencement Certificate (CC). This shall include the all the required pre-clearances for Commencement Certificate such as NOC from AMC / GMC / GIDC / GUDA / AUDA/ Statutory Authorities as applicable. DP remarks, submission of undertakings & all letters/notices and/or any other as listed in Plan Approval Letter (PAL).			
d.	Preparation of as built drawings taking into account actual construction for obtaining Building Use permission.			
e.	Obtaining NOC and Permission from Airport authority of India's (AAI's) (i.e. Airport NOC for height clearance)			
f.	Preparation of Architectural drawings of the proposed works and preparation & Submission of drawing as per statutory / regulatory norms of AMC / GMC / GIDC / GUDA / AUDA, and/or other Statutory Authorities.			



Title: Liaison Consultancy Services (Liaison consultant) to liaise with statutory authorities for obtaining clearances, approvals and permissions for the proposed new construction projects at IPR campus

GeM Bid No.

GEM/2023/B/3626001

	Review and inputs based on Authority's GDCR for concept finalization of schematic drawings of architect, and Schematic drawings finalization (finalization of architectural drawings).		
	Signing as an Architect on all drawings and documents.		
g.	Preparation of all stamp papers (affidavits) and other necessary documents required by relevant authorities to fill up the application form. Preparation of all relevant documents as per statutory / regulatory norms of AMC / GMC / GIDC / GUDA / AUDA / Statutory Authorities.		
h.	Preparation of opinion related drawings of firefighting, HVAC etc., Appointment of any other approved consultants (if required) as per statutory norms. (i. e. Fire, HVAC, etc.)		
i.	Obtaining Chief fire officer's (CFO) opinion and NOC from CFO.		
j.	Preparation of required format drawings and submission of drawings for approval of building plan with floor plans section and elevation layout plan & parking layout plan etc.		
k.	Obtain Town planning Officer's (T.P.O) opinion.		
l.	Prepare layout Plan as per Town Planning Scheme in AutoCAD format (where required)		
m.	Signing of Engineers and Signing of Clerks of works.		
n.	Obtaining Record of Rights (Land) i.e. Revenue Record of 7&12		
o.	Take the Photographs of plot.		
p.	Obtaining Police NOC		
q.	Lamination of approved building plans.		
2B	Stage-II(Two): Statutory Approvals required During Construction		



Title: Liaison Consultancy Services (Liaison consultant) to liaise with statutory authorities for obtaining clearances, approvals and permissions for the proposed new construction projects at IPR campus

GeM Bid No.

GEM/2023/B/3626001

a.	Obtaining and Compiling of all required Statutory Clearances as listed in Plan Approval Letter of respective project during construction stage. All pre-compliance clearances for obtaining Completion Certificate /Occupation Certificate such as CFO, AAI, AE(WW), HE(WS), EE(SP)P&D, CE(SWD), EE(SWM), submission of undertakings & all letters/notices and/or any other as listed in Plan Approval Letter (PAL),		
b.	Site visit of statutory Authority's Officer to check margins and other details as per submitted building plans.		
c.	On completion of construction up to plinth level submit a notice to Statutory Authority for checking construction progress report & site visit of statutory Authority's Staff (post DP approval compliances)		
d.	On completion of construction of superstructure submit a notice to Statutory Authority for checking construction progress report & site visit of Statutory Authority's Staff (post DP approval compliances)		
e.	On completion of construction of last story of building completion, submit a notice to statutory Authority for checking construction progress report & site visit of statutory Authority's Staff (post DP approval compliances)		
f.	Site visit by Statutory Authority's officer to inspect completed building.		
2C	Stage-III(Three): Statutory Approvals required Post Construction		
a.	Obtaining of Building completion / Occupation Certificate (CC/OC) and compliance there in, if any including canvas mounted completion certified drawings.		
b.	Chief fire officer's NOC(i.e. Fire Department NOC)		



Title: Liaison Consultancy Services (Liaison consultant) to liaise with statutory authorities for obtaining clearances, approvals and permissions for the proposed new construction projects at IPR campus

GeM Bid No.

GEM/2023/B/3626001

c.	Obtain Lift use NOC (if any, wherever require)		
d.	Building Use Permission (BUP) application made at statutory Authority		
e.	Submission of drawings and other applicable documents to the concerned authorities and obtain 'Building Use' (BU) permission.		
f.	Obtain Building Use Permission from AMC / GMC / GIDC / GUDA / AUDA / other Statutory Authorities with in the stipulated duration.		
g.	Receipt of Building Use Permission from AMC / GMC/ GIDC / GUDA / AUDA / Statutory Authorities.		
h.	Lamination of approved building plans		
i.	Land Ownership related clearances (if any) (Land Area approx. 3000 sq.m)	Approx. 3000	
Sub-Total Charges (2A+2B+2C) = (2)			
Total (Sub Total 1+ Sub Total 2)			
GST (%)			
Grand Total			

Signature:

Name of Signatory:

Company Name:

Stamp:



Title: Liaison Consultancy Services (Liaison consultant) to liaise with statutory authorities for obtaining clearances, approvals and permissions for the proposed new construction projects at IPR campus

GeM Bid No.

GEM/2023/B/3626001

Title	Liaison Consultancy Services (Liaison consultant) to liaise with statutory authorities for obtaining clearances, approvals and permissions for the proposed new construction projects at IPR campus
Sub Title	Section-B: Terms and Conditions of the Contract

**ITER-India, Institute for Plasma Research
Block A, Sangath Skyz, Bhat-Motera Road, Koteswar,
Ahmedabad 380005, Gujarat, INDIA**





1 Terms and Conditions of the Contract (TCC) / Service Order

Following are the Terms and Conditions of the Contract (TCC) applicable to this GeM tender enquiry. The Contract / Service Order resulting from this GeM tender enquiry shall be governed by the terms and conditions given in this TCC. Bidders submitting the bid against this tender enquiry shall be deemed to have read and understood the same in total.

1.1 General provisions of the Contract

1.1.1 Definitions

- a. **“Purchaser”** shall mean ITER-India, Institute for Plasma Research acting through the Project Director or his authorized representative.
- b. **“Contractor / Service Provider / Liaison Consultancy firm (Liaison consultant)”** shall mean the firm or company with whom or with which the Service Order / Contract for Liaison Consultancy services for liaison with statutory authorities for obtaining clearances, approvals and permissions and shall be deemed to include the Liaison Consultancy firm (Liaison consultant) legal successors and/or assignees (approved by the Purchaser), representatives, heirs, executors and administrators unless excluded by the Service Order / Contract.
- c. **“Amendment”** shall mean a written amendment to the existing Contract from the Purchaser to the Liaison Consultancy Firm (Liaison consultant) after the effective date of the Contract requiring a change in scope of work or addition/deletion of work in any part and shall be signed by both the parties.
- d. **“Bid” or “Quotation” or “Tender”** shall mean the offer or quotation submitted by the bidder in response to the tender enquiry.
- e. **“Bidder” or “Tenderer” or “Vendor”** shall mean the entity who seeks for Liaison Consultancy Services (Liaison consultant) by submitting Tender/Bid/Quotation.
- f. **“Contract” or “Service Order” or “GeM Order” or “GeM Contract”** shall mean the communication or document signed for and on behalf of the Purchaser by an Officer duly authorized confirming the acceptance, for and on behalf of the Purchaser, on the terms and conditions mentioned or referred to in the said communication or document, including all attachments and appendices thereto, while accepting the Bid or Offer of the Contractor for liaison with statutory authorities for obtaining clearances, approvals and permissions and any subsequent amendments there to made on the basis of mutual agreement.
- g. **“Completion”** shall mean that all activities specified under the scope of work of the Contract have been successfully completed to the complete satisfaction of the Purchaser in all aspects and approved and accepted by the Purchaser.
- h. **“Day” or “Days”** shall mean a Gregorian calendar day or days of twenty-four (24) hours each.
- i. **“Month”** shall mean a month according to Gregorian calendar.
- j. **“Project Manager / PM”** shall mean the person authorized to act as Project Manager by a competent authority of ITER-India.
- k. **“Project Director”** shall mean Project Director of ITER-India appointed by the competent authority.
- l. **“Purchase Officer”** shall mean the person authorized to act as Purchase Officer and he/she is Purchaser’s representative for commercial matter of the Contract.
- m. **“Statutory Authorities”** means GMC/AMC/GIDC/GUDA/AUDA/other Statutory Authorities as applicable.



1.1.2 Language

1.1.2.1 The ruling language of the Contract and language for documentation and communication shall be English.

1.1.3 Governing Law

1.1.3.1 The Contract/Service Order shall be construed and shall be governed by the laws of India and the Contractor/service provider shall be required to comply with all the applicable laws with regard to performance of the Contract/Service Order.

1.1.4 Jurisdiction

1.1.4.1 The Courts in Ahmedabad (Gujarat State, India) only shall have exclusive jurisdiction to deal with and decide all disputes arising out of this Contract/Service Order.

1.1.5 Exercising the Rights and Powers of the Purchaser

1.1.5.1 All the rights, discretion and powers of the Purchaser under the Contract shall be exercised by the Purchaser through written communications which shall be given by the Project Director or other officers authorized by him for and on behalf of the Purchaser.

1.1.6 Publicity

1.1.6.1 No publicity of any kind whatsoever regarding the Contract/Service Order shall be given by the Contractor/service provider without prior written permission of the Purchaser.

1.1.7 The Entire Agreement

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

1.1.8 Severability

1.1.8.1 If any provision or condition of this Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of the Contract or any of its other provisions and conditions.

1.1.9 Confidentiality and Secrecy

1.1.9.1 The Liaison Consultancy firm (Liaison consultant) shall take necessary steps to ensure that all persons employed on any work/service in connection with this Contract have noticed that the Indian Official Secrets Act, 1923 (XIX of 1923) applies to them and shall continue to apply even after the execution of such services under the Contract.

1.1.9.2 All information, drawings, diagrams, specifications imparted to the Liaison Consultancy firm (Liaison consultant) shall, at all times, remain the absolute property of the Purchaser. The Liaison Consultancy firm (Liaison consultant) shall not use them for purposes other than for which they are provided for and shall treat all these documents as confidential. These shall not be reproduced in whole or in part for any other purpose.

1.1.9.3 The Liaison Consultancy firm (Liaison consultant) shall agree and acknowledge that in the course of their discussions and interaction, the Purchaser may disclose information of



confidential and proprietary nature relating to its know-how, and technology to the Liaison Consultancy firm (Liaison consultant). Such information shall be considered as confidential. The Liaison Consultancy firm (Liaison consultant) agrees to keep it confidential and secret at all times and not directly or indirectly disclose to any party other than its employees and authorized personnel's strictly on a need to know basis, without the prior written permission of the Purchaser.

- 1.1.9.4 All information, documents, drawings, data and other related documents forming part of the enquiry, tender or Contract are property of the Purchaser and shall not be used for any other purpose, except for execution of the Contract. The technical information, documents, drawings and other related documents shall not be copied, transcribed, traced or reproduced in any other form or otherwise in whole and/ or duplicated, modified, divulged and/or disclosed to a third party nor misused in any other form whatsoever, without the Purchaser's prior consent in writing, except to the extent required for the execution of the Order / Contract. In such cases, the Liaison Consultancy firm (Liaison consultant) shall ensure and obtain similar obligation of confidence, from third parties in question. This technical information and other related documents shall be returned to the Purchaser with all approved copies and duplicates, if any, immediately after they have been used for the agreed purpose.
- 1.1.9.5 A Non-Disclosure Agreement as per **Annexure-B1** shall be signed between the Purchaser and Liaison Consultancy firm (Liaison consultant).
- 1.1.9.6 In the event of any breach of this provision, the Liaison Consultancy firm (Liaison consultant) shall indemnify the Purchaser from any loss, cost or damage or any other claims whatsoever from any parties claiming from or through him in respect of such breach.

1.2 The Purchaser

1.2.1 Purchaser's representatives

- 1.2.1.1 The **Project Director**, as mentioned in the Contract/Service Order, shall act as an authority who can take all decisions related to this Contract/Service Order.
- 1.2.1.2 The **Project Manager**, as mentioned in the Contract/Service Order, shall act as a **Contract Manager** for the Purchaser and execute all such duties assigned to him by the project director for smooth execution of the Contract/Service Order.
- 1.2.1.3 The **Engineer-in-Charge**, as mentioned in the Contract/Service Order, will be Purchaser's representative to carry out all technical functions concerning the Contract/Service Order including inter-alia review of technical documents, post Contract/Service Order technical follow up and such other technical functions with the approval of project manager.
- 1.2.1.4 **The Purchase Officer** as mentioned in the Contract/Service Order is the Purchaser's representative for all commercial matters of the Contract/Service Order and act as a **Commercial Coordinator**.

1.3 The Contractor/Service Provider

1.3.1 Permits, Licenses or Approvals

- 1.3.1.1 The Contractor/service provider shall, at his own cost, acquire in its name all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings that are necessary for the performance of the Contract/Service Order. The Contractor/service provider shall also acquire all other permits, approvals and/or



licenses that are not the responsibility of the Purchaser and that are necessary for the performance of the Contract/Service Order.

- 1.3.1.2 The Contractor shall have carefully examined all tender/Contract documents and obtained clarifications from the Purchaser wherever needed, the quantities and nature of work and material necessary for the completion of the Contract including all necessary information for risks, contingencies and others. The Contract price and the quoted Unit Rates shall, except as otherwise provided, cover all his obligations under the Contract/Order and all matters and things necessary for the proper completion of the work. The Contractor acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility and accountability for properly estimating the difficulty or cost of successfully supplying the items. No claim on his part which may arise on account of non-examination or misunderstanding of the particulars and/or matter related to tender will, in any circumstances, be considered payable by the Purchaser.

1.3.2 Compliance with law

- 1.3.2.1 The Contractor shall comply with all laws in force. The laws will include all local, state, national or other laws that affect the performance of the Contract and bind upon the contractor. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants comply with the Applicable Law.
- 1.3.2.2 The contractor shall indemnify and hold harmless the Purchaser from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the contractor or its personnel, including the sub-contractors' and their personnel.

1.3.3 Contractor/service provider's representative

- 1.3.3.1 The Contractor/service provider shall appoint the Contractor/service provider's key representatives, who are responsible for execution of managerial, technical and commercial aspects of the Contract/Service Order.
- 1.3.3.2 The Contractor/service provider's representatives shall represent and act for the Contractor/service provider at all times during the tenure of the Contract/Service Order. All notices, instructions, information and all other communications to be given by the Purchaser to the Contractor/service provider under the Contract/Service Order shall be given to the Contractor/service provider's representative(s), except as herein otherwise provided.
- 1.3.3.3 The Contractor/service provider shall promptly inform the Purchaser if there is any change in the Contractor/service provider's representative personnel or their designated roles towards this Contract/Service Order. In the absence of timely information regarding change of personnel or their designated roles from the Contractor/service provider, the resulting damages/liabilities if any, shall not be attributable to the Purchaser.
- 1.3.3.4 During the Contract/Service Order period, to carry out some activities listed in scope of work, the Contractor/service provider needs to deploy his manpower at the Purchaser's office/site at the Contractor/service provider's risk and cost. For this, the Purchaser will not provide any facility except sitting space, electricity, water and will not provide any local hospitality like lodging, transportation, food, etc.



1.3.4 Sub-contracting, subletting or assignment of Contract/Service Order

- 1.3.4.1 The Contractor/service provider shall not sub-contract, sublet, transfer or assign the Contract/Service Order or any part thereof, without the prior written consent of the Purchaser (All major sub-contractors are required to be appraised and approved by the Purchaser, before placement of orders by the Contractor/service provider). However, such consent shall not be unreasonably withheld by the Purchaser, if such work/assignment are not normally performed by the Contractor/service provider. Such assignment or subletting shall not relieve the Contractor/service provider from any Contractual obligation or responsibility under the Contract/Service Order.
- 1.3.4.2 The Contractor/service provider shall be responsible and accountable for coordination of all activities with his sub-contractors
- 1.3.4.3 In case the Contractor/service provider sublets, transfers or assigns any part of the Contract/Service Order with the prior written consent of the Purchaser, all payments to the Sub-Contractor shall be the responsibility of the Contractor/service provider and any requests from such Sub-Contractor shall not be entertained by the Purchaser.
- 1.3.4.4 All payment to the sub-contractors shall be made by the Contractor/service provider only.

1.4 Consultant's Obligations and restrictions on its Rights

1.4.1 Changes in Constitution/ financial stakes/ responsibilities of a Consultants' Firm/Business

The Consultant must proactively keep the Purchaser informed of any changes in its constitution/ financial stakes/ responsibilities during the execution of the contract.

- 1) Where the Consultant is a partnership firm, the following restrictions shall apply to changes in the constitution during the execution of the contract:
 - a) A new partner shall not be introduced in the firm except with the previous consent in writing of the Purchaser, which shall be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract before the date of such undertaking.
 - b) Partners shall be jointly and severally responsible and liable for execution of the Contract.

1.4.2 Restriction on Potential Conflict of Interests

- 1) Neither the Consultant nor its Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:
 - a) During this Contract's term, any business or professional activities in India that would conflict with the activities assigned to them.
 - b) After this Contract's termination, such other activities as may be stipulated in the contract.
- 2) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Purchaser on the procurement of goods, works or services, the Consultant shall at all times exercise such responsibility in the best interest of the Purchaser. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Purchaser.
- 3) During the term of this Contract and after its termination, the Consultant and its affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the subject Service of this Contract and any continuation thereof) for any project resulting from or closely related to the subject Services of this Contract.



1.4.3 Security/Safety:

The Liaison Consultancy Firm (Liaison consultant) / Contractor and its deputed manpower shall strictly observe all safety, security and labour regulations prevailing in the campus of ITER-India. The Contractor shall be responsible and accountable for the proper behaviour of the manpower employed by him and also for any breach of security regulations, thefts, sabotage etc. The Liaison Consultancy Firm (Liaison consultant)/Contractor shall withdraw any person so desired by ITER-India, if in the opinion of the representative of ITER-India it is not desirable to permit that particular person to work inside the campus. The deputed manpower shall co-operate with the security personnel at ITER-India/IPR and abide by the security requirements.

1.4.4 Other Conditions:

1. This will be a single contract and the scope will not be split among the bidders to maintain the coherency of the work.
2. Liaison Consultancy firm (Liaison consultant) shall be liable and responsible to complete all stages work for all the projects/construction, Consultancy firm (Liaison consultant) cannot leave in middle of the projects/construction. In case, the firm leaves the job in middle of the projects, then clause No. 1.15.1 shall apply.
3. The intellectual property associated with the work shall be kept secret and not shared/passed on to third party. *All intellectual property generated out of this contract shall be the property of ITER-India.*
4. Specific ITER-India Guidelines and Code of Conduct shall be followed by the Consultant.
5. The Consultant shall have a valid photo ID card authorized by the contractor.
6. The insurance of the manpower/consultant engaged is the responsibility and liability of the contractor.
7. No TA/DA or any other allowance(s) shall be paid by ITER-India to consultant.
8. Food, lodging, transportation and medical facilities for the Contractor's engaged manpower/consultant shall be in the scope of the Contractor.
9. The engaged manpower/consultant under no circumstance shall be associated with any Union formation related activities or any type of illegal activities.
10. The deputed manpower shall co-operate with the security personnel at ITER-India/IPR.
11. The engaged manpower/consultant needs to be immediately replaced, in case he/she is not performing as per ITER-India requirements.
12. Liaison Consultancy Firm (Liaison consultant) shall indemnify and hold harmless the Purchaser and its employees and officers against all claims, demands, damages, losses, costs and expenses of whatsoever nature (including legal fees and expenses) in respect of:
 - a. Bodily injury, sickness, disease or death, of any person whatsoever
 - b. Damage to or loss of any property, real or personal arising in connection with this order.
 - c. Unauthorised use of any software by Liaison Consultancy Firm (Liaison consultant)
 - d. Liaison Consultancy Firm (Liaison consultant) shall pay and indemnify the Purchaser against any liability in respect of any fees or charges payable by him under any act of parliament, state laws, any government instrument, rule or order and any regulations or by-laws of any local authority in respect of the supplies/services under this Order. Liaison Consultancy Firm (Liaison consultant) shall indemnify and hold the Purchaser harmless from and against all claims, damages and expenses arising out of his failure to obtain all permit and licenses which he is required to comply with in respect of laws, ordinances, regulations of the country and government.



1.5 Contract/Service Order Work Scope and Completion Time

1.5.1 Scope of Work, Scope of Supply and Specifications:

- 1.5.1.1 Refer to GeM bid for the **scope of work, deliverables and other details** covered under this Contract/Service Order.
- 1.5.1.2 Each party shall bear their own expenses for visit of their personnel to other party's end or to the third party's office/place concerning execution of the Contract/Service Order

1.5.2 Delivery and Completion Time

- 1.5.2.1 **The time for delivery of Services and completion stipulated in the Contract/Service Order shall be deemed to be the essence of the Contract/Service Order.** Delivery completion for each stage must be accomplished within the dates/durations specified in Delivery Schedule as mentioned below.

Sr. No.	Delivery Milestone	Completion Period
01.	Date of Contract	T0
02.	Stage-I(One): Statutory Approvals required Pre-Construction	T0 + 12 months
03.	Stage-II(Two): Statutory Approvals required During Construction	T0 + 36 months
04.	Stage-III(Three): Statutory Approvals required Post Construction	T0 + 48 months

- 1.5.2.2 The date of the "Final Acceptance Note" issued by the Purchaser after receipt of BU permission for all the projects shall be considered as completion date.

1.6 Contract/Service Order Price, Payment and Recoveries

1.6.1 Terms of Prices

- 1.6.1.1 The price(s) for this Contract/Service Order shall be **firm with no price variation** during the validity and extended validity of the Contract/Service Order.

1.6.2 Basis of Delivery

- 1.6.2.1 The price quoted should be on Free Door Delivery basis (inclusive of all). Refer to clause no. [1.6.4.2](#) for details of "delivery address".

1.6.3 Taxes and Duties

- 1.6.3.1 The price quoted should be inclusive of all applicable taxes, levies, duties and any other expenses which are to be mentioned separately in the un-Price Bid format (**Annexure-A2** of Section-A) at the prevailing rates. The price quoted shall be exclusive of charges to be paid for statutory clearances/approvals from concerned authority(ies). Such applicable charges will be paid at actuals (against documentary evidence) directly to the concerned authority by the Purchaser.
- 1.6.3.2 GST as applicable during the original delivery schedule shall be paid against submission of GST compliant invoice. No GST exemption certificate will be issued by Purchaser for concessional rate of GST.



1.6.3.2.1 **GST registration:** Bidder shall submit a copy of GST Registration certificate along with the bid.

1.6.3.2.2 Service Provider shall be liable to undertake assessment of likely GST impact on the price of the supplies being made to the Purchaser in light of the anti-profiteering provisions being proposed. After completion of such assessment, Service Provider shall forthwith inform the Purchaser of the extent of reduction in cost so that the prices may be renegotiated accordingly and amendments can be made in the contracts. In case any deviation is found at subsequent stage, wherein GST impact has not been given effect to the cost for any reasons whatsoever, then any consequences arising thereof shall be borne by the Service Provider. The Service Provider hereto agrees that all liabilities arising out of any default from complying with the aforesaid directions and consequences thereof will be of the Service Provider and Purchaser is authorised to recover the same along with interest from the Service Provider and/or the same can be deducted from the amount payable to the Service Provider.

1.6.3.2.3 Service Provider shall be liable to evaluate compliance requirements under GST and ensure proper mechanism for undertaking the same is put in place so that there is no loss of any kind to the Purchaser due to non-compliance on Service Provider. The Service Provider agrees that in case of any loss arising out of acts of the Service Provider or any non-compliance on the part of the Service Provider, Purchase is authorized to recover the same along with interest from the Service Provider and/or the same can be deducted from the amount payable to the Service Provider.

1.6.3.2.4 Service Provider shall be liable to update GSTN and HSN Code as and whenever applicable to the item(s) supplied on Invoice and any mis-match/rejection due to GSTN/HSN/SAC Code will be on Service Provider's account and any loss of credit arising due to any non-compliance by the Service Provider will be recovered from Service Provider along with interest and / or the same can be deducted from the amount payable to the Service Provider.

1.6.3.3 Tax Deducted at Source (TDS) or any other leviable taxes and or duties:

1.6.3.3.1 Income tax (TDS applicable for Service Provider) at a prevailing rate will be deducted from the Service Provider's invoice(s). Certificate of TDS will be issued by the Purchaser.

1.6.3.3.2 TDS applicable at the prevailing rate as per GST Act will be deducted from the Service Provider's invoice(s). A TDS certificate (Form GSTR-7A) will be issued to this effect.

1.6.3.4 In case, there is any other applicable taxes and duties, same should be informed by the bidder in the bid.

1.6.4 Ultimate Consignee & Delivery Address:

1.6.4.1 The ultimate consignee of the Purchaser is:

The Sr. Officer (Purchase & Stores), ITER-India, Ahmedabad
Phone: +91-79-23 26 96 56 / +91-79-23 26 95 30
E-mail: purchase@iterindia.in

1.6.4.2 Delivery Address:

ITER-India Lab building
Institute for Plasma Research Campus



Title: Liaison Consultancy Services (Liaison consultant) to liaise with statutory authorities for obtaining clearances, approvals and permissions for the proposed new construction projects at IPR campus

GeM Bid No.

GEM/2023/B/3626001

Bhat, Gandhinagar-382428
Gujarat, India

1.6.4.3 Bill To:

Sr. Officer (Purchase & Stores),
ITER-India, Institute for Plasma Research
Block A, Sangath Skyz,
Bhat-Motera Road, Koteswar,
Ahmedabad 380005
Gujarat, India.
GSTIN 24AAAAI0348C2ZC

ITER-India is fully funded by Government of India and the terms of payment are as follows

1.6.5 Mode of Payment

Refer Payment Terms in GeM bid

1.7 Recovery of Sums Due

Wherever any claim for the payment of Liquidated Damages or loss suffered by the Purchaser arises in terms of money out of the CONTRACT against the Contractor, the Purchaser shall be entitled to recover such sums from any due payment under the CONTRACT. In the event of this amount being insufficient, then the amount of damages or loss shall be recoverable from the payment that may become due, to the Contractor from this CONTRACT or any other CONTRACT with the Purchaser. Should this sum be not sufficient to cover the amount of damages or loss that may be recoverable, the Contractor shall pay to the Purchaser on demand, amount due. Similarly if the Purchaser had made any claim against the Contractor under this CONTRACT or any other CONTRACT with the Purchaser, the payment of all sums payable under the CONTRACT to the Contractor shall be withheld to the extent of claims due according to the Purchaser till such claims of the Purchaser are finally paid by the Contractor, pending which the same will be adjusted. Notwithstanding the provision for recovery through adjustment the Purchaser shall be free to recover his claims from the Contractor/Service Provider as per the terms of the CONTRACT.

1.8 Delay, Extension & Postponement

1.8.1 Extension of Time (due to Contractor/service provider)

1.8.1.1 In the event, the contractual delivery/completion dates cannot be adhered to for any cause(s) attributable to the Contractor/Service Provider, an application for extension of time with sufficient reasons shall be made by the Contractor/service provider to the Purchaser. If failure, on the part of the Contractor/service provider to deliver the deliverables/completion of work in scheduled time shall have arisen from any causes which the Purchaser may find as reasonable ground for an extension of time (and his decision shall be final), he may allow such additional time with or without provisions to levy Liquidated Damages(LD) as he may consider justified in the circumstances of the case through a formal notification. The Contractor/service provider shall not become entitled to receive additional payment towards escalation or increased statutory levies (if any) beyond the contractual delivery date / completion time.

1.8.1.2 If the Contractor/service provider fails to apply and secure extension of Contract/Service



Order delivery date(s) (before effecting the supply of the items as in the Contract/Service Order) acceptance of such supplies by the Purchaser, shall not entitle the Contractor/service provider to claim payment on account of escalation or extra payment on account of increase of statutory levies or new statutory levies that may be payable at higher rate after the expiry of Contract/Service Order delivery dates / completion date (clause [1.8.2](#)).

1.8.2 Delay in delivery dates/completion time

1.8.2.1 Should the Contractor/service provider fails to comply with contractual delivery dates and the reasons for such failures are attributed to the Contractor/service provider, it shall be construed as a breach of the Contract/Service Order and the Purchaser shall be entitled at his option to the following:-

1.8.2.1.1 To receive the deliverable items under the Contract/Service Order after prescribed date of delivery with the right to impose LD on the Contractor.

1.8.2.1.2 To terminate the total Contract/Service Order, as per clause [1.15](#). However, the Purchaser will inform in writing one month in advance to the Contractor/service provider before exercising this clause.

1.8.2.2 The Contractor is required to maintain Hindrance Register for reporting hindrance if any, while executing the work and related issues, in an approved format. The Contractor shall get record of hindrances in the Hindrance Register approved / endorsed by the Purchaser's representative. Such hindrance in the Work or Supply endorsed by the Purchaser's representative will only be taken into consideration for granting time extension. Format of Hindrance Register is as per **Annexure-B2**.

1.9 Liquidated Damages (LD)

If the Contractor/service provider fails to complete the activity or delivery of the service/deliverable covered in each stage i.e. Stage-I/Stage-II/Stage-III (Ref. Scope of Work) within the time specified in the contract and the reason of delay is attributable to the Contractor/service provider, the Purchaser shall recover from the Contractor/service provider as Liquidated Damages for each week of delay or part thereof until completion of each Stages, a sum equivalent to 0.5% of the contract value corresponding to respective stage(s) subject to a maximum of 5% of the contract value corresponding to respective stage(s)

1.10 Final Acceptance

Final Acceptance of all the projects will be issued after receipt of BU permission for all the projects by the contractor/service provider.

1.11 Accident liability / Insurances

The Consultant shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost, insurance against all risks, and for the coverage, such as injuries, loss of life etc. or any applicable law including Labour Codes; and at the Purchaser's request, shall provide evidence to the Purchaser showing that such insurance has been taken out and maintained and that the current premiums have been paid. The Consultant shall ensure that such insurances are in place before commencing the Services against the Contract. Alterations to the terms of insurance shall not be made without the approval of the Contract Manager.



The Contractor/service provider will be fully responsible, accountable and liable for payment of compensation to its own personnel.

1.12 Limitation of liability

Except in cases of criminal negligence or willful misconduct, the aggregate liability of the Contractor/service provider to the Purchaser, whether under the contract, in tort or otherwise, shall not exceed the total Contract/Service Order price, provided that this limitation shall not apply to any obligation of the contractor to indemnify the purchaser with respect to Intellectual Propriety Rights infringement.

1.13 Suspension of work

The Purchaser reserves the right to suspend performance of any or all of its obligations under the Contract by giving one month notice period. Such notice shall specify the obligations of which performance is to be suspended, the effective date of the suspension and the reasons therefore. The Liaison Consultancy Firm (Liaison consultant) shall thereupon suspend performance of such obligations until ordered in writing to resume such performance by the same authority that ordered for suspension.

1.14 Foreclosure of Contract:

If at any time after acceptance of the tender / during execution of work, the Purchaser shall decide to abandon or reduce the scope of the work for any reason whatsoever and hence not require the whole or any part of the work to be carried out, the Purchaser shall give one month notice in writing to that effect to the Liaison Consultancy Firm (Liaison consultant) and the Liaison Consultancy Firm (Liaison consultant) shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosure of the whole or part of the Contract.

1.15 Cancellation/Termination of Contract/Service Order

1.15.1 Termination of Contract/Service Order for default

1.15.1.1 The Purchaser may, without prejudice to any other remedy for breach of Contract/Service Order, by written notice of default sent to the Contractor/service provider, terminate the Contract/Service Order in whole or in part in circumstance detailed hereunder:

1.15.1.1.1 If in the judgment of the Purchaser, the Liaison Consultancy Firm (Liaison consultant) fails to comply with any of the provisions of the Service Order / Contract.

1.15.1.1.2 If the Contractor/service provider fails to supply/provide any or all of the deliverables, within the time period(s) specified in the Contract/Service Order or any extension thereof granted by the Purchaser.

1.15.1.1.3 If the Contractor/service provider fails to perform any other obligation(s) under the Contract/Service Order within the period specified in the Contract/Service Order or any extension thereof granted by the Purchaser

1.15.1.2 In the event the Purchaser terminates the Contract/Service Order in whole or in part, the Purchaser may take recourse to any one or more of the following actions. However, the Contractor/service provider shall continue to perform the Contract/Service Order to the extent not terminated.



1.15.1.2.1 Forfeiture of Security deposit/Performance Security

1.15.1.2.2 Recovery of Liquidated Damages (LD) as per the Contract/Service Order.

1.15.1.2.3 the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Service Provider shall be liable for all available actions against it in terms of the Order / Contract.

1.15.1.3 If the Service Order / Contract is terminated as provided in this Clause, the Purchaser in addition to any other rights provided in the Article, may require the Liaison Consultancy Firm (Liaison consultant) to transfer title and deliver to the Purchaser under any of the following cases in the manner and as directed by the Purchaser.

- (a) Any completed document deliverables
- (b) Such partially completed document deliverables, information and Contract rights as the Liaison Consultancy Firm (Liaison consultant) has specifically produced or acquired for the performance of the Service Order / Contract as terminated. The Purchaser shall pay to the Liaison Consultancy Firm (Liaison consultant) the Contract price for completed document deliverables delivered to and accepted by the Purchaser.

1.15.2 Termination of Contract/Service Order for insolvency

If the Contractor/service provider becomes bankrupt or otherwise insolvent or goes into liquidation, the Purchaser may, at any time, terminate the Contract/Service Order, by giving a written notice to the Contractor/service provider, without compensation to the Contractor/service provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

1.15.3 Termination of Contract/Service Order for convenience

After placement of Contract/Service Order, there may be some unforeseen situations compelling the Purchaser to cancel the Contract/Service Order. In such a case, the Purchaser will send a suitable notice at least one month in advance to the Contractor/service provider for cancellation of the Contract/Service Order, in whole or in part, for Purchaser's convenience, inter alia, indicating the date with effect from which the termination is to become effective. Depending on the merits of the case, the Purchaser suitably compensates the Contractor/service provider on mutually agreed terms for terminating the Contract/Service Order.

1.16 Settlement by Mutual Consultation

Any dispute or difference arising out of or in connection with the Contract shall be to the extent possible, settled amicably between the parties involving management from either side within 60 (sixty) days. If amicable settlement cannot be reached, then all disputed issues shall be settled by Arbitration as set out in clause 1.17.

1.17 Arbitration:

- a) All disputes or differences arising out of or in connection with the Service Order / Contract including the one connected with the validity of the Service Order / Contract or any part thereof, should be settled by bilateral discussions.
- b) The Arbitration shall be conducted, in English, by two Arbitrators, one each nominated by the Purchaser and Contractor (Liaison Consultancy Firm (Liaison consultant)). In case,



the said Arbitrators are not able to settle the dispute by themselves, the matter shall be referred to the Arbitrator mutually nominated by the Purchaser and the Contractor and whose decision shall be final and binding on both the parties. The sole Arbitrator shall have its seat in Ahmedabad or such other place in India as may be mutually agreed to between the parties. The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation (Amendment) Act, 2015 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only. The Courts of Ahmedabad, Gujarat shall only have exclusive jurisdiction to deal with and decide any legal or dispute arising out of the Service Order / Contract.

- c) Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.
- d) The parties shall continue to perform their respective obligations under the Service order / Contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

1.18 Force Majeure

1.18.1 Definition of force majeure

Force majeure shall mean any event which is beyond the control of the Liaison Consultancy Firm (Liaison consultant) or the Purchaser, as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the performance of the Contract, such as

1. War, hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war,
2. Rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, civil commotion,
3. embargo, import restriction, confiscation, nationalization, mobilization, commandeering or requisition by or under the order of Central, State Government or Local Authority in India or any other act or failure to act, of any local, state or national government in India,
4. Riot, state/region/country wide transporters strike,
5. earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning and pressure waves or other natural disaster

1.18.2 Notice of force majeure

If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of force majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within seven (7) days after the occurrence of such event. A party shall give notice to the other party when it ceases to be affected by the force majeure.



1.18.3 Duty to minimize the effect

The party or parties affected by the event of force majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfil its or their obligations under the Contract.

1.18.4 Consequences of force majeure

The party who has given notice of force majeure shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of force majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The time for completion shall be extended in mutual agreement, even though such force majeure event may occur after Liaison Consultancy Firm (Liaison consultant) performance of his obligations has been delayed for other cause. Delay or non-performance by either party hereto caused by the occurrence of any event of force majeure shall not constitute a default or breach of the Contract,

If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of force majeure during the tenure of the Contract, the parties will attempt to develop a mutually satisfactory solution.

1.18.5 Limitations:

Anything in this Contract to the contrary notwithstanding:

The affected party shall not be relieved from obligations under this Contract to the extent any gross negligence of the affected party aggravates the force majeure event; and

1.19 Precedence

In case of conflict, decision of the Purchaser shall have precedence over this tender.



Title: Liaison Consultancy Services (Liaison consultant) to liaise with statutory authorities for obtaining clearances, approvals and permissions for the proposed new construction projects at IPR campus

GeM Bid No.

GEM/2023/B/3626001

Annexure-B1: Non - Disclosure Agreement

(on non-judicial stamp paper of appropriate value)

This Agreement made on this ____ day of _____, _____ (the 'Effective Date') BETWEEN:

(1) ITER-India, IPR having its office at

(herein referred as "Disclosing Party")

AND

(2) _____

(hereinafter referred as Receiving Party)

and collectively, as the "Parties"

Background:

- i) The Parties have entered into a Contract No. _____ dated _____ for _____ (hereinafter referred as the 'Project').
- ii) The Parties have agreed that disclosure and use of all technical and/or commercial confidential information provided by Disclosing party to the Receiving Party shall be governed by the terms and conditions of this Agreement.

Now it is agreed as follows:

1. Definition:

- 1.1. 'Confidential Information' means any information, which shall include but is not limited to, design, fabrication & assembly drawings, know-how, processes, product specifications, raw materials, trade secrets, technical specifications of the Disclosing Party or their customers, Design analysis, Design reports, concepts and any other technical and/or commercial information, disclosed directly or indirectly and in any form whatsoever (including, but not limited to, disclosure made in writing, oral or in the form of models, computer programs, drawings or any other form furnished by the Disclosing Party to the Receiving Party under this Agreement.
- 1.2. Such Confidential Information shall also include but shall not be limited to:
 - a) information disclosed by the Disclosing Party in writing marked as confidential at the time of disclosure;
 - b) information disclosed by the Disclosing Party orally which is slated to be confidential at the time of disclosure;
 - c) information disclosed in any other manner is designated in writing as Confidential Information at the time of disclosure; or
 - d) notwithstanding sub-clauses a, b and c of this clause, any information whose nature makes it obvious that it is confidential.



1.3. Such Confidential Information shall not include any information which:

- a) is, at the time of disclosure, publicly known; or
- b) becomes at a later date, publicly available otherwise than a wrongful act or negligence or breach of this Agreement of or by the Receiving Party; or
- c) the Receiving Party can demonstrate by its written records was in its possession, or known to the Receiving Party, before receipt under this Agreement, and which was not previously acquired under an obligation of confidentiality; or
- d) is legitimately obtained at any time by the Receiving Party from a third party without restrictions in respect of disclosure or use; or
- e) the Receiving Party can demonstrate to the satisfaction of the Disclosing Party, has been developed independently of its obligations under this Agreement and without access to the Confidential Information.

2. Non-Disclosure of Confidential Information:

- a) In consideration of the disclosure of Confidential Information by the Disclosing Party to the Receiving Party solely for the Purpose, the Receiving Party undertakes whether by itself, its successors and heirs, not to disclose Confidential Information to any third party, unless in accordance with Clause 4.
- b) In addition to the undertaking in Clause 2.a, the Receiving Party shall be liable for:
 - i. any loss, theft or other inadvertent disclosure of Confidential Information, and
 - ii. any unauthorized disclosure of Confidential Information by persons (including, but not limited to, present and former employees) or entities to whom the Receiving Party under this Agreement has the right to disclose Confidential Information, except where, the Receiving Party has used the same degree of care in safeguarding such Confidential Information as it uses for its own Confidential Information of like importance and in no event less than a reasonable degree of care; and upon becoming aware of such inadvertent or unauthorized disclosure the Receiving Party has promptly notified the Disclosing Party thereof and taken all reasonable measures to mitigate the effects of such disclosure and to prevent further disclosure.
- c) The Receiving Party understands and agrees that:
 - i. any information known only to a few people to whom it might be of commercial interest and not generally known to the public is not public knowledge;
 - ii. a combination of two or more parts of the Confidential Information is not public knowledge merely because each part is separately available to the public.
- d) The Receiving Party acknowledges the technical, commercial and strategic value of the Confidential Information to the Disclosing Party and understands that unauthorized disclosure of such Confidential Information will be injurious to the Disclosing Party.

3. Use of Confidential Information:



Title: Liaison Consultancy Services (Liaison consultant) to liaise with statutory authorities for obtaining clearances, approvals and permissions for the proposed new construction projects at IPR campus

GeM Bid No.

GEM/2023/B/3626001

The Receiving Party is entitled to use the Confidential Information but only for the Purpose of the Contract No. _____ dated _____

4. Permitted Disclosure of Confidential Information:

- a) The Receiving Party may disclose in confidence Confidential Information to any of its employees who are deputed for this project, in which event their employee shall be entitled to use the Confidential Information but only to the same extent the Receiving Party is permitted to do so under this Agreement. The Receiving Party agrees that such employees are subject to confidentiality obligations no less restrictive than those of this Agreement.
- b) The Receiving Party shall limit the dissemination of Confidential Information of its employees having a need to receive such information to carry out the Purpose.
- c) Notwithstanding Clause 2.a, the Receiving Party shall not be prevented from disclosing Confidential Information, where (i) such disclosure is in response to a valid order of a court or any other governmental body having jurisdiction over this Agreement or (ii) such disclosure is otherwise required by law, provided that the Receiving Party, to the extent possible, has first given prior written notice to the Disclosing Party and made reasonable efforts to protect the Confidential Information in connection with such disclosure.

5. Copying and Return of Furnished Instruments:

- a) The Receiving Party shall not be entitled to copy samples, models, computer programs, drawings, documents or other instruments furnished by the Disclosing Party hereunder and containing Confidential Information, unless and to the extent it is necessary for the Purpose.
- b) All samples, models, computer programs, drawings, documents and other instruments furnished hereunder and containing Confidential Information shall remain the Disclosing Party's property.
- c) At any time upon request from the Disclosing Party or upon the conclusion of the Purpose or expiry of this Agreement, the Receiving Party, at its own cost, will return or procure the return, promptly and in any event within 14 days of receipt of such request, of each and every copy of Confidential Information given by the Disclosing Party, and satisfy the Disclosing Party that it no longer holds any further Confidential Information.

6. Non-Disclosure of Negotiations:

Except as provided in Clause 4, each Party agrees that it will not, without the other Party's prior written approval, disclose to any third party the fact that the Parties are discussing the Project. The Parties acknowledge that the provisions of this Agreement shall apply in respect of the content of any such discussions. The undertaking set forth in this Clause 7 shall survive the termination of this Agreement.

7. Term and Termination:

- a) This Agreement shall become effective on the Effective Date (Date of engagement of manpower of Receiving Party to the assigned task). The provisions of this Agreement shall however apply retroactively to any Confidential Information, which may have been disclosed in connection with discussions and negotiations regarding the Project prior to the Effective Date.



Title: Liaison Consultancy Services (Liaison consultant) to liaise with statutory authorities for obtaining clearances, approvals and permissions for the proposed new construction projects at IPR campus

GeM Bid No.

GEM/2023/B/3626001

- b) This Agreement shall remain in force for 4 years from the Effective Date, except to the extent this Agreement is superseded by stipulations of the Contemplated Agreement.
- c) The rights and obligations of each Party with respect to all Confidential Information of the other Party that is received under this Agreement shall remain in effect for a period of 3 years from the date of disclosure of Confidential Information.
- d) This agreement can be extended in case the Contract No. _____ dated _____ gets extended.

8. Intellectual Property Rights: All Confidential Information disclosed herein shall remain the sole property of the Disclosing Party and the Receiving Party shall obtain no right thereto of any kind by reason of this Agreement.

9. Amendments: Any amendment to this Agreement shall be agreed in writing by both Parties and shall refer to this Agreement.

10. Governing Law: This agreement shall be governed by and construed in accordance with the laws of India and in any dispute arising out of or relating to this agreement, the Parties submit to the exclusive jurisdiction of the Courts situated at Gandhinagar, Gujarat, India.

11. Severance: If any term or provision in this agreement is held to be either illegal or unenforceable, in whole or in part, under any enactment or rule of law, such terms or provision or part shall to that extent be deemed not to form part of this Agreement, but the validity and enforceability of the remainder of this agreement shall not be affected.

12. General:

- a) The Disclosing Party shall not have any liability to the Receiving Party for any claims made by third parties arising out of their use of the Disclosing Party's trademarks (including "Logo") or any other confidential information. The Receiving Party agrees to indemnify the Disclosing Party for any loss, liability, damages, cost or expense arising out of any claims, which may be made against the Disclosing Party arising out of their use of the Logo or confidential information where such claim relates to their activities, products or services. Notwithstanding above, the Receiving Party shall have no obligation to indemnify the Disclosing Party with respect to a claim of trademark or copyright infringement based upon their use of the Logo or confidential information, as expressly permitted under this Agreement.
- b) The Receiving Party shall disclose of any similar agreements explicit or otherwise, for similar purpose/application with in its own organization, or any other third party.
- c) In the event of a breach or threatened breach by the Receiving Party of any provisions of this Agreement, the Disclosing Party, in addition to and not in limitation of any other rights, remedies or damages available to the Disclosing Party at law or in equity, shall be entitled to a temporary restraining order / preliminary injunction in order to prevent or to restrain any such breach by the Receiving Party, or by any or all persons directly or indirectly acting for, on behalf of, or with the Receiving Party.



Title: Liaison Consultancy Services (Liaison consultant) to liaise with statutory authorities for obtaining clearances, approvals and permissions for the proposed new construction projects at IPR campus

GeM Bid No.

GEM/2023/B/3626001

IN WITNESS WHEREOF, this Agreement was duly executed on behalf of the Parties on the day and year first above written.

For and on behalf of For and on behalf of

Purchaser

Liaison Consultancy Firm
(Liaison consultant).

Name:

Name:

Sign:

Sign:



Title: Liaison Consultancy Services (Liaison consultant) to liaise with statutory authorities for obtaining clearances, approvals and permissions for the proposed new construction projects at IPR campus

GeM Bid No.

GEM/2023/B/3626001

Annexure-B2: Hindrance Register

A Hindrance Register is to be maintained in the enclosed Format to record all hindrances encountered during execution of items/work against the PO/Contract. The items or work affected due to any hindrance shall be clearly recorded in the Hindrance Register and the Purchaser's representative as well as the Supplier's/Contractor's representative will sign on the register against the recorded hindrance(s). In case of encountering multiple hindrances simultaneously over a period of time affecting the same item/work or different items/work, the net period of hindrance will be worked out considering the overlapping period.

Format of Hindrance Register:

Sr. No.	Nature of Hindrance	Item or Work which is affected/could not be executed on account of this hindrance	Date of start of hindrance	Date of removal of hindrance (references of communications to resolve)	Overlapping period (if any)	Net Delay in days	Sign/clearance of Purchaser's representative	Sign/clearance of Contractor's representative

It is to be noted that the delay in individual activities may not be affecting the contractual milestone depending on the available float, if any.