



यू पी इलेक्ट्रॉनिक्स कारपोरेशन लिमिटेड
U.P. Electronics Corporation Limited

(A UP GOVT. UNDERTAKING)

**RFP for Selection of Agency to Provide Independent Engineers for
“Development of IT City - SEZ at Lucknow on PPP Basis”**

Tender No: UPLC:LKO:IE:2025:01

**U.P. Electronics Corporation Limited, 10,
Ashok Marg, Lucknow - 226001**

Tel: 0522-4130303, 2286808, 2286809, Fax: 0522-2288583

email: uplclko@gmail.com

Website: <http://www.uplc.in>

Selection of Agency to Provide Independent Engineers for “Development of IT City - SEZ at Lucknow on PPP Basis”

Table of Content

Section I - Invitation for Proposal	3
Section II: Instructions To Bidders (ITB)	5
Section III: Scope of Work (SoW) and Terms of Reference (ToR)	14
Section IV: Bidder's Eligibility Criteria & Method of Selection, Evaluation Process	25
Section V – Standard Terms and Conditions	29
Section VI - Technical Proposal Submission Form	37
Annexure -I: Independent Engineer's General Information	37
Annexure II: Team Composition and Task Assignments	38
Annexure III: Format of Curriculum Vitae (CV) for Key Professional Staff	39
Annexure IV: Proposal Submission Form	41
Annexure V: Financial Information Annual Turnover of the Bidder.....	42
Annexure-VI: Declaration Regarding Clean Track Record	43
Annexure VII - FINANCIAL PROPOSAL SUBMISSION FORM (BOQ)	44
Annexure VIII: FORMAT OF PROFORMA OF BANK GUARANTEE TOWARDS PERFORMANCE SECURITY	45
Annexure IX: FORMAT OF AGREEMENT	47

Selection of Agency to Provide Independent Engineers for “Development of IT City - SEZ at Lucknow on PPP Basis”

Section I - Invitation for Proposal

1.1 Introduction of the Project

- a. U.P. Electronics Corporation Ltd (UPLC) is to invite e-Bids is for Selection of Agency to Provide Independent Engineers for “Development of IT City - SEZ at Lucknow on PPP Basis”
- b. The e-Bid document is available on e-tender portal <https://etender.up.nic.in>. Interested Bidders may download the e-Bid document, Corrigendum, and clarifications from the e-tender portal.
- c. The e-Bids shall be submitted online only on e-tender portal <https://etender.up.nic.in>, up to the date and time mentioned in the Section 1.4.
- d. Open online e-BIDS are invited for providing Consultancy Services for “SELECTION OF AGENCY TO PROVIDE INDEPENDENT ENGINEERS FOR “DEVELOPMENT OF IT CITY - SEZ AT LUCKNOW ON PPP BASIS””. The details of submission of e-BIDS are available in the RFP document uploaded on the e-Tender Portal <http://e-Tender.up.nic.in>. The Corporation reserves the right to cancel any or all the e-BIDS or annul the Bidding process without assigning any reason thereof.

1.2 Issuer of the RFP

The Managing Director
U.P. Electronics Corporation Limited 10, Ashok Marg, Lucknow.
Phone: 0522- 2286808, 2286809, Fax: 0522-2288583
E-mail: uplclko@gmail.com; Website: www.uplc.in

Any proposal received by UPLC after the deadline for submission of proposals mentioned in the Key Events & Dates as per section 1.4 will be summarily rejected. UPLC shall not be responsible for any delay, technical fault or non-receipt of the documents. No further correspondence on the subject will be entertained.

1.3 About the RFP Document

- a. This RFP provides information regarding the Scope of Work, Resource requirements and other related information to the Bidder(s).
- b. It details the General Terms & Conditions with respect to the Bid process management to be adopted for the proposed Project.
- c. The RFP contains the Agreement template outlining the contractual and legal terms & conditions applicable for the proposed engagement.
- d. As should be clear from the Scope of the proposed Project, UPLC seeks a specific proposal responsive to this RFP in every respect and detail, rather than a mere compilation of materials and promotional information used in other transactions.
- e. The Bidders are expected to examine all instructions, forms, terms, Project requirements and other information in the RFP documents. Failure to furnish all information required by the RFP documents **otherwise** submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal.

Selection of Agency to Provide Independent Engineers for “Development of IT City - SEZ at Lucknow on PPP Basis”

1.4 Key Events & Dates

SN	Event	Target Date
1.	Cost of Bid Document	INR 25,000.00 (Rupees Twenty Five Thousand) in the format of online mode only through e-Tender portal.
2.	Bid Security/Earnest Money Deposit	INR 5,00,000.00 (Rupees Five Lakh only) in the format of online mode only through e-Tender portal
3.	Publication of the RFP	28-02-2025 at 06:00 PM
4.	Pre-bid meeting Date	07-03-2025 on / before 03:00 PM
5.	Last date for submission of Bids	22-03-2025 up to 05:00 PM
6.	Date of opening of Technical Bid	24-03-2025; afterwards 06:00 PM
8.	Date of opening of Commercial Bid	Will be informed later on

1.5 Pre-Bid Meeting and Queries

UPLC may incorporate any changes in the RFP based on acceptable suggestions received in the form of Pre-Bid queries. UPLC shall receive and respond to prospective Bidder's Pre-Bid queries as per the scheduled date and time of the RFP. The decision of UPLC regarding acceptability of any suggestion shall be final in this regard and shall not be called upon to question under any circumstances. It may not be possible to answer questions which are received late. The responses to the queries shall be conveyed to all the prospective Bidders by way of hosting amendments/clarifications/corrigendum on the e-tender portal <https://etender.up.nic.in> in accordance with the respective clauses of the RFP within 5 working days and no participant would be intimated individually about the response of UPLC. The Bidders are requested to send their consolidated queries to the official e-mail of UPLC only once and further queries sent by the Bidders shall not be entertained.

The venue for the Pre-Bid meeting is UP Electronics Corporation Limited, 10 Ashok Marg, Lucknow.

1.6 Amendment of RFP Document

At any time till 3 days before the deadline for submission of Bids, UPLC may, for any reason, whether at own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by amendment. All the amendments made in the document would be informed through the e-tender portal <https://etender.up.nic.in>. All such amendments shall be binding on all the Bidders. The Bidders are also advised to visit the aforementioned website on regular basis for checking necessary updates. UPLC also reserves the right to amend the dates mentioned in Section 1.4 of this RFP for Bid process.

1.7 Annul the Bid Process

UPLC reserves the right to cancel any or all the e-BIDS or annul the e-Bid process without assigning any reason thereof.

1.8 Size of Bid Document

The Bidders must upload all the required documents electronically in the PDF format except for the Financial Proposal Submission Form (BOQ) which will be electronically uploaded on the prescribed XLS format only on e-Tender portal <https://etender.up.nic.in>. It is suggested that the PDF Files should be made in gray scale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the e-Tender portal <https://etender.up.nic.in>. The required electronic documents for each document label of Technical (Fee details, Annexure etc) schedules/packets can be clubbed together to make single different files for each label. The size of Single label file should not exceed 35-40 MB size.

Selection of Agency to Provide Independent Engineers for “Development of IT City - SEZ at Lucknow on PPP Basis”

Section II: Instructions To Bidders (ITB)

2.1 DEFINITIONS

In this Contract, the following terms shall be interpreted:

- 1 “Purchaser” or “Department” means the Purchaser with which the selected Bidder signs the Contract for the service. In this Project, the purchaser is “UPLC” which means U.P. Electronics Corporation Limited (UPLC), 10, Ashok Marg, Lucknow-226 001
- 2 “e-Bid” means the technical proposal and the financial proposal.
- 3 “Instructions to Bidders” means the document which provides interested Bidders with all information needed to prepare their Bids. This document also details out the process for the selection of the Independent Engineer for the work mentioned in this tender document.
- 4 “Scope of work” (SoW) means Scope of work mentioned in “Section III: Scope of Work (SoW) and Terms of Reference (ToR)” of the RFP which explains the objectives, Scope of work, activities, tasks to be performed, and expected results and deliverables of the assignment, respective responsibilities of the Purchaser and the Bidder.
- 5 “The Contract” means the agreement entered into between Purchaser and the Independent Engineer, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein.
- 6 “The Contract rates” mean the charges for the various consultancy assignment payable to the Independent Engineer under the Contract for the full and proper performance of its contractual obligations.
- 7 “Services” means the Consultancy services / Project Management Services and other obligations of the Independent Engineer Company covered under the Contract.
- 8 “Day” means a calendar day.
- 9 “End Customer/Client Department” means **UP Electronics Corporation Limited (UPLC) / Department of IT & Electronics, Government of Uttar Pradesh.**

2.2 THE BIDDING DOCUMENT

1. Availability of e-Tender Document

This e-Tender document is available on the e-Tender portal <https://etender.up.nic.in> and UPLC's website www.uplc.in to enable the Bidders to view and download the Bidding document, submit their e-BIDS online up to the last date and time mentioned in e-Tender document only on e-Tender portal <https://etender.up.nic.in>.

2. Contents of e-Tender Document

The nature and types of various consultancy services required Bidding procedure, terms and conditions etc. are prescribed in the e-Bid document. The e-Bid document includes:

- SECTION I : LETTER OF INVITATION
- SECTION II : INSTRUCTIONS TO BIDDERS (ITB)
- SECTION III : SCOPE OF WORK (SOW) and TERMS OF REFERENCE (ToR)
- SECTION IV : BIDDER'S ELIGIBILITY CRITERIA & METHOD OF SELECTION, EVALUATION PROCESS
- SECTION V : STANDARD TERMS AND CONDITIONS
- SECTION VI : TECHNICAL PROPOSAL SUBMISSION FORM (Annexure I-VI)

Selection of Agency to Provide Independent Engineers for “Development of IT City - SEZ at Lucknow on PPP Basis”

Annexure I	-	INDEPENDENT ENGINEER'S GENERAL INFORMATION
Annexure II	-	PROJECT EXPERIENCE
Annexure III	-	FORMAT OF CURRICULUM VITAE (CV) FOR KEY PROFESSIONAL STAFF
Annexure IV	-	PROPOSAL SUBMISSION FORM
Annexure V	-	FINANCIAL INFORMATION
Annexure VI	-	DECLARATION REGARDING CLEAN TRACK RECORD
Annexure VII	-	FINANCIAL PROPOSAL SUBMISSION FORM (BOQ)
Annexure VIII	-	FORMAT OF PROFORMA OF BANK GUARANTEE TOWARDS PERFORMANCE SECURITY
Annexure IX	-	FORMAT OF AGREEMENT

The Bidders are expected to examine all the instructions, forms, terms and conditions, requirements and qualifications in the e-Tender documents. Failure to furnish all the information required as per the Bidding documents or submission of an e-Bid not responsive to the e-Tender document in every respect will be at the Bidder's risk and may result in the rejection of his e-Bid.

2.3 Clarifications of e-Tender Documents

The venue for the Pre-Bid meeting is UP Electronics Corporation Limited, 10 Ashok Marg, Lucknow. A prospective Bidder requiring any clarification of the e-Tender documents may raise his point of clarification to UPLC's e-mail uplc1ko@gmail.com.

A prospective Bidder requiring any Pre-bid queries/clarifications of the e-Tender document, may raise his queries/points of clarification to UPLC on the email given in the tender up to the date and time given in the RFP(Tender) document. **The pre-bid queries received after due date and time shall not be entertained.** The Format is given below. The Pre-bid query should be submitted in word as well as PDF format. **The prospective bidders submit their pre-bid queries through e-mail mentioned in the RFP.**

S.no	Page No	Section No	Clause No	RFP clause	Query

2.4 Amendment of e-Tender Document

At any time prior to the deadline for submission of e-BIDS, the UPLC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the e-Tender document by amendments. Such amendments shall be posted/ uploaded on the e-Tender portal <https://etender.up.nic.in> through corrigendum and shall form an integral part of the e-Bid documents. The relevant clauses of the e-Tender documents shall be treated as amended accordingly, in terms of corrigendum(s).

It shall be the sole responsibility of the prospective Bidders to check the e-Tender portal <https://etender.up.nic.in> or www.uplc.in from time to time for any amendment in the e-Bid document. In case of failure to get the amendments, if any, the UPLC shall not be responsible for any negligence on part of the Bidder.

To allow prospective Bidders a reasonable time to take the amendment into account in preparing their e-BIDS, UPLC at its discretion, may extend the deadline for the submission of e-BIDS. Such extensions shall be posted/up-loaded on the e-Tender portal <https://etender.up.nic.in>.

Selection of Agency to Provide Independent Engineers for “Development of IT City - SEZ at Lucknow on PPP Basis”

2.5 PREPARATION & SUBMISSION OF e-BIDS

1. Documents Constituting the e-Bid

The e-BIDS prepared by the Bidder shall comprise the following components: e-BIDS will comprise of:

- a) Technical Proposal (Annexure I – Annexure VI)
- b) Financial Proposal (Annexure VII)

2. Documents Establishing Bidder’s Qualification

The Bidder shall furnish, as part of Technical Proposal (Annexure I – Annexure VI), documents establishing the technical qualification to perform the Contract. The Bidder electronically in the PDF format should submit the documentary evidence in support of the information furnished. The Bidder's eligibility criteria and selection procedure are defined in Section-IV of e-Tender document.

It is suggested that the PDF files should be made in gray scale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the e-Bid portal.

3. Period of Validity of e-BIDS

e-Bids shall remain valid for 180 days after the date of opening of e-BIDS prescribed by the UPLC. The e-Bid validity may be increased by UPLC only upon written request by the Bidders. An e-Bid with validity of a shorter period than specified shall be rejected by the UPLC as non-responsive.

4. Format and signing of e-BIDS

The Bidder shall prepare the electronic copy for the e-BIDS (in pdf format) and upload the e-BIDS on e-Tender Portal <https://etender.up.nic.in> through the bidder’s Digital Signature Certificate (DSC).

5. Submission of e-BIDS

The Bidders should submit their bids online only in the Submission module of e-Tender Portal <https://etender.up.nic.in>. The Bids shall be submitted only from the Bid Submission Start Date till the Bid Submission End Date and time given in the e-Tender Portal <https://etender.up.nic.in>. Therefore, Bidders are advised to submit the e-Bids well advance in time.

The proposal and all correspondence and documents shall be written in English. In case of accompanying literature or brochures etc. being in a language other than English, a certified translation should accompany the documents as a part of the RFP. All proposals and accompanying documentation will become the property of UPLC and will not be returned.

The bidders should submit their e-Bid considering the Server time displayed on the e-Tender Portal <https://etender.up.nic.in>. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission of e-BIDS indicated in the e-tender schedule.

Once the e-Bid submission date and time is over, the bidders cannot submit their e-Bid. The bidders shall only be held responsible for any delay and whatsoever reason in submission of e-Bid.

UPLC may, at its discretion extend this deadline for submission or opening of e-Bid by amending the e-Bid document, in which case all rights and obligations of the Corporation and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

Selection of Agency to Provide Independent Engineers for “Development of IT City - SEZ at Lucknow on PPP Basis”

The procedure for submission of e-Bids by the bidders on e-Tender Portal <https://etender.up.nic.in> is already available on the e-Tender Portal (<https://etender.up.nic.in>) and also on UPLC’s website www.uplc.in.

The Bidders have to follow the following instructions for submission of their e-BIDS:

For participating in e-Tender through the e-Bidding system, it is necessary for the Bidders to be the registered users of the e-Tender portal <https://etender.up.nic.in>.

In addition to the normal registration, the Bidder has to register with his/her Digital Signature Certificate (DSC) in the e-Bidding system and subsequently he/she will be allowed to carry out his/her e-BIDS submission activities. Registering the Digital Signature Certificate (DSC) is a onetime activity till its validity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-Bidding system using the User Login option on the home page with the Login Id and Password with which he/ she has registered as enumerated in the preceding paragraph above.

For successful registration of DSC on e-Procurement portal <https://etender.up.nic.in> the Bidder must ensure that he/she should possess Class-2/ Class-3 DSC issued by any one of certifying authorities approved by Controller of Certifying Authorities, **Government of India**. The Bidder may also apply to office of U.P. Electronics Corporation Limited, (UPLC) for getting DSC at the address given in the preceding paragraph above on a prescribed form available at UPLC’s website www.uplc.in along with the payment of fee of Rs 1708/- per person, The Bidder is also advised to register his/her DSC on e-Tender portal well in advance before Bid submission end date so that he/she should not face any difficulties while submitting his/her e-Bid against this e-Tender. The Bidder can perform User Login registration/creation and DSC registration exercise as described in preceding paragraphs above even before e-Bid submission date starts. The UPLC shall not be held responsible if the Bidder tries to submit his/her e-BIDS at the last moment before end date of submission but could not submit due to DSC registration or any other technical problems.

The Bidder can search for active Bids through "Search Active Bids" link, select a Bid in which he/she is interested in and then move it to ‘My Bids’ folder using the options available in the e-Bid Submission menu. After selecting and viewing the Bid, for which the Bidder intends to e-Bid, from "My Bids" folder, the Bidder can place his/her Bid by clicking "Pay Offline" option available at the end of the view Bid details form. Before this, the Bidder should download the Bid document and study it carefully. The Bidder should keep all the documents ready as per the requirements of e-Bid document in the PDF format.

After clicking the ‘Pay Offline/Online’ option, the Bidder will be redirected to the Terms and Conditions page. The Bidder should read the Terms & Conditions before proceeding to fill in the Processing Fee offline payment details. After entering and saving the Processing fee details, the Bidder should click "Encrypt & Upload" option given in the offline payment details form, so that "Bid Document Preparation and Submission" window appears to upload the required documents Technical Proposal Submission Form etc (**Annexure “I” to Annexure “VII”**) of this e-Bid (RFP) document. In case of “Pay offline”, the details of the Demand Draft/Bank Guarantee or any other accepted instrument which is to be physically sent in original before Bid submission and date and time, should tally with the details available in the scanned copy and the data entered during e-Bid submission time otherwise the e-Bid submitted will not be accepted.

Before uploading, the Bidder must select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the Bidder should click "Browse" button against each document label in technical schedules/packets and then upload the relevant PDF files already prepared and stored in the

Selection of Agency to Provide Independent Engineers for “Development of IT City - SEZ at Lucknow on PPP Basis”

Bidder's computer. The required documents for each document label of Technical. Schedules/packets can be clubbed together to make single different files for each label.

The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the Bid documents are digitally signed using the DSC of the Bidder and then the documents are encrypted/locked electronically with the DSCs of the Bid openers to ensure that the Bid documents are protected, stored and opened by concerned Bid openers only.

After successful submission of e-Bids, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The Bidder can take a printout of the Bid summary using the "Print" option available in the window as an acknowledgement for future reference.

6. Deadline for Submission of e-BIDS

e-Bids must be submitted by the Bidders on e-Tender portal <https://etender.up.nic.in>, not later than the date and time specified in this e-Tender document.

The UPLC may extend this deadline for submission of e-BIDS by amending the e-Tender document in accordance with **ITB Clause 2.4 of Paragraph-2**, in which case all rights and obligations of the UPLC and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

UPLC shall not consider any request for date-extension for e-Bid-submission on account of late downloading of e-Tender (RFP) by any prospective Bidder. e-Bids should be uploaded on e-Tender portal <https://etender.up.nic.in> on or before the date and time as mentioned in Section-I.

7. Late e-Bids

The server time indicated in the Bid Management window on the e-Tender portal <https://etender.up.nic.in> will be the time by which the e-BIDS submission activity will be allowed till the permissible date and time scheduled in the e-Tender. Once the e-BIDS submission date and time is over, the Bidder cannot submit his/her Bid. Bidder has to start the e-Bid Submission well in advance so that the submission process passes off smoothly. The Bidder only, will be held responsible if his/her e-BIDS are not submitted in time due to any reasons.

8. Withdrawal and Resubmission of e-BIDS

At any point of time, a Bidder can withdraw his/her e-BIDS submitted online before the e-Bids submission end date and time. For withdrawing, the Bidder should first log in using his/ her Login Id and Password and subsequently by his/ her Digital Signature Certificate on the e-procurement portal <https://etender.up.nic.in>. The Bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the Bidder must click "Yes" to the message "Do you want to withdraw this Bid?" displayed in the Bid Information window for the selected Bid. The Bidder also has to enter the Bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the “Submit” button. The Bidder has to confirm again by pressing "Ok" button before finally withdrawing his/her selected Bid. Once the Bidder has withdrawn his /her Bid he/she cannot re-submit this Bid again.

The Bidder can resubmit his/ her e-BIDS as and when required till the Bid submission end date and time. The new one bid will replace the e-BIDS submitted earlier. The payment made by the Bidder earlier will be used for revised e-BIDS and the new Bid submission summary generated after the successful submission of the revised e-BIDS will be considered

Selection of Agency to Provide Independent Engineers for “Development of IT City - SEZ at Lucknow on PPP Basis”

for evaluation purposes. For resubmission, the Bidder should first log in using his/ her Login ID and Password and subsequently by his/ her Digital Signature Certificate on the e-Tender procurement portal <https://etender.up.nic.in>. The Bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised e-BIDS documents by following the methodology provided in clause 5 (submission of e-BIDS) above.

The Bidders can submit their revised Bids as many times as possible by uploading their e-BIDS documents within the scheduled date & time for submission of e-BIDS.

No e-BIDS can be resubmitted subsequently after the deadline for submission of e-Bids.

9. Receipt and opening of e-BIDS by the Purchaser

Bidders are advised to submit their e-BIDS in 'Two-Bid' system with Technical and Financial bids separately on e-Tender portal.

Please note that prices should not be quoted in the Technical Bid. The Prices should be quoted in the Financial Bid only. On receipt on e-Tender portal, the technical proposals will be opened first by Tender Evaluation Committee (TEC) members in the office of U.P. Electronics Corporation Ltd, Lucknow.

UPLC will open all e-BIDS, in the presence of bidder's authorized representatives who choose to attend at UP Electronics Corporation Ltd, 10, Ashok Marg, Lucknow-226001 at date and time mentioned in Section-I. The bidder's representatives who are present shall record their attendance on the attendance sheet. In the event of the specified date of e-Bid opening being declared a holiday for the Purchaser, the e-BIDS shall be opened at the appointed time and place on the next working day.

The bidder's names & the presence and other details as the Purchaser at its discretion may consider appropriate, will be announced at the opening of the e-BIDS. The names of such bidders not meeting the qualification requirement shall be notified subsequently.

After evaluation of technical e-BIDS, UPLC shall notify those bidders whose e-BIDS were considered non-responsive to the Conditions of the Contract and not meeting the Qualification Requirements indicating that they did not technically qualify for selection as Independent Engineer Company for this project. UPLC will simultaneously notify on the e-Tender portal <https://etender.up.nic.in>, whose technical e-BIDS were considered acceptable and have been shortlisted for opening of their financial e-BIDS.

2.6 Earnest Money Deposit (EMD) and Tender Fee

- i) The bidders are required to furnish cost of tender and EMD along with their bids online through e-Tender portal <https://etender.up.nic.in>.
- ii) On e-procurement system the tender submission fees and earnest money deposit will be through online mode only. The cost of tender and EMD in other form of instrument like cash/DD/MO/cheque/BG will not be considered.
- iii) The EMD should remain valid for a period of 45 (forty five) days beyond the final tender validity period. This time must be indicated in the bidding documents.

Selection of Agency to Provide Independent Engineers for “Development of IT City - SEZ at Lucknow on PPP Basis”

iv) Forfeiture of EMD

EMD of a tenderer will be forfeited, if the tenderer withdraws or amends his tender or impairs or derogates from the tender in any respect after expiry of the deadline for the receipt of tender but within the period of validity of his tender. Further, if the successful tenderer fails to furnish the required performance security within the specified period, his EMD will be forfeited.

- v) EMD furnished by all unsuccessful tenderers **shall be returned** to them without any interest whatsoever, at the earliest after expiry of the final tender validity period but not later than 30 (thirty) days after conclusion of the contract. EMD of the successful tenderer **shall** be returned, without any interest whatsoever, after receipt of performance security from him as called for in the contract.

2.7 Cost of preparation of e-BIDS to be borne by the Bidder

Cost of preparation of the e-BIDS shall be borne by the Independent Engineer Company regardless of the outcome of the bids.

2.8 Contacting UPLC

No Bidder shall contact the UPLC on any matter relating to **their Bid** from time of opening to the time the work is awarded. If the Bidder wishes to bring additional information to the notice of the RFP Issuing Authority, the same should be done in writing to UPLC. The RFP Issuing Authority reserves the right to decide whether such additional information should be considered or otherwise. Any effort by a Bidder to influence the RFP Issuing Authority in its decision on Bid evaluation, bid comparison or contract award may result in disqualification of the Bidder’s Bid and also forfeiture of his Bid security.

2.9 UPLC’s right to vary Scope of Work at the time of Award

UPLC reserves the right to vary the scope of work as per client department requirement. If any, such change causes an increase or decrease in the cost of or the time required for the Bidder’s performance of any part of the work under the Agreement, whether changed or not changed by the order, an equitable adjustment shall be made in the Agreement Value or time schedule, or both, and the Agreement shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within thirty (30) days from date of the Bidder’s receipt of UPLC’s order for change.

2.10 Confidentiality of the Document

This RFP is a confidential document, and the Bidders shall ensure that anything contained in this RFP shall not be disclosed in any manner, whatsoever.

2.11 Rejection Criteria

- a. The proposal of a Bidder is liable to be disqualified in the following cases or in case Bidder fails to meet the bidding requirements as indicated in this RFP:
- i. Proposal not submitted in accordance with the procedure and formats prescribed in this document.
 - ii. During validity of proposal, or its extended period after last date and time for submission of Bids, if any, the Bidder increases the quoted prices.
 - iii. The Bidder qualifies the proposal with his own conditions.
 - iv. Proposal is received in incomplete form or Proposal is received after due date and time or Proposal is not accompanied by all the requisite documents.

Selection of Agency to Provide Independent Engineers for “Development of IT City - SEZ at Lucknow on PPP Basis”

- v. Information submitted in qualification proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the Agreement (no matter at what stage) or during the tenure of Agreement including the extension period if any.
 - vi. Commercial proposal is uploaded within the same envelope as Qualification Proposal.
 - vii. Bidder tries to influence the proposal evaluation process by unlawful means at any point of time during the Bid process.
 - viii. In case any Bidder submits multiple proposals or if common interests are found in two or more Bidders, the Bids are likely to be disqualified, unless additional proposals/Bids are withdrawn immediately upon conflict of interest.
- b. Bidders may specifically note that while evaluating the proposals, if it comes to UPLC’s knowledge expressly or implied, that some Bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of proposal then the Bidders so involved are liable to be disqualified for this Contract as well as for a further period of three years from participation in any of the tenders floated by the UPLC.
 - c. UPLC will reject a proposal for award if it determines that the Bidder recommended for award, or any of its personnel, or its agents or, Vendors and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the Contract in question.

2.12 Rectification of Errors

- a. Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted price will be entertained after the proposals are opened. The person signing the proposal form before submission, failing which the figures for such items may not be considered, if any, should initial all corrections.
- b. Arithmetic errors in proposals will be corrected as follows:
In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern. The amount stated in the proposal form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in which case the proposal price shall govern.

2.13 Notification of Award to Bidder

Prior to the expiry of the Bid validity period, UPLC will notify the successful Bidder in writing or by fax or email, to be confirmed in writing by letter (LoI), that its proposal has been accepted. The notification of award will constitute the formation of the Agreement.

2.14 Signing of Agreement

At the same time as UPLC notifies the successful Bidder that its proposal has been accepted and UPLC shall enter into an Agreement with the successful Bidder.

2.15 UPLC’s Right to Accept Any Bid and to reject any or All Bids

UPLC reserves the right to accept or reject any proposal, and to annul the tendering process and reject all proposals at any time prior to award of work, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for UPLC’s action.

2.16 Failure to abide by the Agreement

Failure of the successful Bidder to agree with the Terms & Conditions of the RFP shall constitute enough grounds for the annulment of the award, in which event UPLC may forfeit the Performance Bank Guarantee and UPLC/Client

Selection of Agency to Provide Independent Engineers for “Development of IT City - SEZ at Lucknow on PPP Basis”

Department may also take any other suitable actions against such bidder. The contract will be then awarded to the next Bidder by the process of Re-Tendering.

2.17 Bank Guarantee for Performance

The successful Bidder shall at his own expense may deposit with the Purchaser, within 15 (fifteen) days after the receipt of notification of award of the Contract (Letter of Intent) from UPLC, an unconditional and irrevocable **3% Performance Bank Guarantee (PBG)** of total order value from a Scheduled Bank acceptable to the Purchaser, payable on demand, for the due performance and fulfilment of the Agreement by the Bidder.

This Performance Guarantee shall be for an amount equivalent to **3% of Agreement value / total order value**. All incidental charges whatsoever such as premium, commission etc. with respect to the Performance Guarantee shall be borne by the Bidder. The Performance Guarantee shall be valid for six months post completion of the project satisfactorily. Subject to the terms and conditions in the performance Bank Guarantee, at the end of three months, the Performance Bank Guarantee may be discharged/ returned by the Purchaser upon being satisfied that there has been due performance of obligations of the Bidder under the Agreement. However, no interest shall be payable on Performance Guarantee.

Forfeiture of Performance Security - Performance security is to be forfeited and credited to Government Account in the event of a breach of contract by the successful bidder, in terms of the relevant contract.

Selection of Agency to Provide Independent Engineers for “Development of IT City - SEZ at Lucknow on PPP Basis”

Section III: Scope of Work (SoW) and Terms of Reference (ToR)

3.1 Introduction

- 3.1.1 UP. Electronics Corporation Limited (UPLC) is promoting an IT City in approx. 100 acres area at Chak Ganjaria, Sultanpur Road, Lucknow in association with Ms HCL IT City Lucknow Pvt Ltd on PPP basis. The cost of work shall be to the tune of Rs.1500 Crore.
- 3.1.2 These Terms of Reference for the Independent Engineer (the “TOR”) are being specified pursuant to the Concession Agreement dated 6 June 2014 (the “Agreement”), which has been entered into between the Authority and HCL IT City Lucknow Private Limited (the “Concessionaire”) for development of Project Infrastructure and Project Facilities for the Development of Information Technology City - SEZ (IT City) on Design, Build, Finance, Operate and Transfer (DBFOT) basis at Chack-Gajaria Farms, Sultanpur Road, Lucknow, in the State of Uttar Pradesh, and will be part of this TOR. The copy of the above Agreement can be provided upon request to UPLC.
- 3.1.3 The rules of interpretation stated in Articles 1.2, 1.3 and 1.4 of the Concession Agreement shall apply, mutatis mutandis, to this TOR.
- 3.1.4 This TOR shall apply to construction, operation and maintenance of the Project Infrastructure. The Independent Engineer shall provide its services as per the Concession Agreement signed between UPLC and IT Company.
- 3.1.5 The Government of Uttar Pradesh, (GoUP) represented by U. P. Electronics Corporation Ltd. (UPLC) (the “Authority”) has signed the Concession Agreement with an IT Company for the development of IT City SEZ on Design, Built, Finance, Operate & Transfer bass “IT City SEZ at Lucknow” the “Project”) at Chack Gajaria Farms, Sultanpur Road, Lucknow, Uttar Pradesh through Public-Private Partnership (the “PPP”) basis. The authority intends to engage an independent agency to act as an Independent Engineer for this Project in accordance with the provision of the Concession Agreement. The Project details are given below:

S No	Project Name	Estimated Project Cost	Concession Period	Brief Scope
1	IT City SEZ – Lucknow to be developed in 100 acres of land parcel on PPP	Rs 1500 Crore	99 years	Independent Engineer

- 3.1.6 In pursuance of the above, the Authority has decided to carry out the process for Selection of Agency to Provide Independent Engineers for monitoring construction & implementation of the IT City SEZ, Lucknow in accordance with approved Master Plan, Detailed Project Report (DPR), Concession Agreement and other related services for the Project. The Independent Engineer shall perform its obligation in accordance with the **Terms of Reference specified at Schedule-1 and Concession Agreement along with its Schedules (the “TOR”)**.
- 3.1.7 **The total time period for the assignment as Independent Engineer will be one year which may be extended by UPLC / Department of IT & Electronics.** The services of the Independent Engineer shall be effective from the date of issuance of work order / letter of Award.
- 3.1.8 **Due diligence by Applicants**
- Applicants are encouraged to inform themselves fully about the Consultancy and the local conditions before

Selection of Agency to Provide Independent Engineers for “Development of IT City - SEZ at Lucknow on PPP Basis”

submitting the Proposal by paying a visit to the Authority and the site.

3.1.9 Validity of the Proposal

The Proposal shall be valid for a period of not less than 180 (one hundred eighty) days from the Proposal Due Date (the “PDD”).

3.1.10 Currency conversion rate and payment

For the purposes of technical evaluation of Applicants, current rate at the time of Financial Bid open, the conversion rate in INR to US\$ shall be considered as the applicable currency conversion rate. In case of any other currency except INR, the same shall first be converted to US\$ as on the date 60 (sixty) days prior to the Proposal Due Date, and the amount so derived in US\$ shall be converted into at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

All payments to the Independent Engineers shall be made in INR in accordance with the provisions of this RFP. The Independent Engineer may convert into any foreign Currency as per applicable Laws and the exchange risk, if any, shall be borne by the Independent Engineer.

3.1.11 Pre-Proposal visit to the site and inspection of data

Prospective applicants may visit the Site and review the available data at any time prior to Proposal Due Date (PDD). For this purpose, they will provide at least two days’ notice to the nodal officer specified below:

**Managing Director,
U.P. Electronics Corporation Limited (UPLC), 10, Ashok Marg,
Lucknow - 226001, India.
email: uplclko@gmail.com**

All communications should contain the following information, to be marked at top in bold letters: **“Selection of Agency to Provide Independent Engineers for the Development of IT City – SEZ, Lucknow on PPP basis”**

3.1.12 The UPLC desires to avail the services of an Independent Engineer (IE) as per para 3/Schedule & of Concession Agreement signed between UPLC and HCL IT City Lucknow Pvt Ltd.

3.1.13 Appointment of IE would enable UPLC to have an independent agency for inspecting the quality, physical progress monitoring, verification of activities/milestone on ground, O&M and reasonability of cost. The main aim of the independent agency is to have a third-party check on quality of items/works being executed, so as to have the finished project to the desired specifications/ standards. UPLC will also have independent assessment of physical progress on ground through IE to take corrective & necessary action, if any to complete the work/project in time.

3.1.14 The third-party inspection agency would act as an extended arm of the UPLC to give them the feedback of various construction works as per the Concession Agreement. This would also to achieve higher degree of performance/transparency.

3.2 SCOPE OF SERVICES

3.2.1 GENERAL SCOPE OF SERVICES:

The scope of work includes the following:

Selection of Agency to Provide Independent Engineers for “Development of IT City - SEZ at Lucknow on PPP Basis”

- (a) Agreement / DPR / Master Plan-verification of activities/milestones on ground.
- (b) Design process and proof checking will be verified as per the agreement, if required.
- (c) Drawings and Project Facilities-verification on ground
- (d) Inspection- Site inspection and site tests/NDT, if required will be done for the work. Punch list for rectification, if any.
- (e) Report & Completion Certificate- Report for Phase-I & Phase-II will be submitted. Completion Certificate will be issued for Phase-I and Phase-II as mentioned in para-4 of the Agreement
- (f) O&M- verification, Inspection and monitoring of project Infrastructure and project facilities as mentioned in para 5 of Agreement.
- (g) Reasonability of cost-cost of works/services are whether justified are not.
- (h) Extension of time-justification of extension of time, if any.
- (i) Undertaking all duties/ obligations such as GST / VAT / Labor rules & regulations are as per the agreement.
- (j) Review of Drawings of the Project Infrastructure and Project Facilities.
- (k) Review, inspection and monitoring of Construction Works with respect to the Project Infrastructure and Project Facilities.
- (l) Conducting Tests of the Project Infrastructure and Project Facilities on completion of construction and issuing Completion Certificate
- (m) Review, inspection and monitoring of O&M of Project Infrastructure and Project Facilities
- (n) Determining, as required under the Agreement, the costs of any works or services and/or their reasonableness.
- (o) Determining, as required under the Agreement, the period or any extension thereof, for performing any duty or obligation; and undertaking all other duties and functions in accordance with the Agreement.
- (p) The Independent Engineer shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice.
- (q) The Independent Engineer shall review any modified Drawings and supporting Documents, if any sent to it by the Concessionaire and furnish its comments within 7 (seven) days of receiving such Drawings or Documents.
- (r) The Independent Engineer shall review the detailed design, construction methodology, quality assurance procedures and the procurement, engineering and construction time schedule sent to it by the Concessionaire and furnish its comments within 15 (fifteen) days of receipt thereof.
- (s) Upon reference by the Authority, the Independent Engineer shall review and comment on the EPC Contract or any other contract for construction, operation and maintenance of the Project Infrastructure and Project Facilities and furnish its comments within 7 (seven) days from receipt of such reference from the Authority.
- (t) The Independent Engineer shall review the monthly progress report relating to the Project Infrastructure and Project Facilities as furnished by the Concessionaire and send its comments thereon to the Authority and the Concessionaire within 7 (seven) days of receipt of such report.
- (u) The Independent Engineer shall inspect the Construction Works with respect to the Project Infrastructure and Project Facilities once every month, preferably after receipt of the monthly progress report from the

Selection of Agency to Provide Independent Engineers for “Development of IT City - SEZ at Lucknow on PPP Basis”

Concessionaire, but before the 20th (twentieth) day of each month in any case, and make out a report of such inspection (the “Inspection Report”) setting forth an overview of the status, progress, quality and safety of construction, including the work methodology adopted, the materials used and their sources, and conformity of Construction Works with respect to the Project Infrastructure and Project Facilities with the Scope of the Project and the Specifications and Standards. In a separate section of the Inspection Report, the Independent Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it in the construction of the Project Infrastructure and Project Facilities. The Independent Engineer shall send a copy of its Inspection Report to the Authority and the Concessionaire within 7 (seven) days of the inspection.

- (v) The Independent Engineer may inspect the Project Infrastructure and Project Facilities more than once in a month if any lapses, defects or deficiencies require such inspections.
- (w) For determining that the Construction Works with respect to the Project Infrastructure and Project Facilities conform to Specifications and Standards, the Independent Engineer shall require the Concessionaire to carry out, or cause to be carried out, tests on a sample basis, to be specified by the Independent Engineer in accordance with Good Industry Practice for quality assurance. The Independent Engineer shall issue necessary directions to the Concessionaire for ensuring that the tests are conducted in a fair and efficient manner and shall monitor and review the results thereof.
- (x) The sample size of the tests shall comprise 10% (ten per cent) of the quantity or number of tests prescribed by the Authority for the construction works undertaken by the Concessionaire through their contractors; provided that the Independent Engineer may, for reasons to be recorded in writing, increase the aforesaid sample size by up to 10% (ten per cent) for certain categories or types of tests.
- (y) The timing of tests and the criteria for acceptance / rejection of their results shall be determined by the Independent Engineer in accordance with the Good Industry Practice for quality assurance. The tests shall be undertaken on a random sample basis and shall be in addition to, and independent of, the tests that may be carried out by the Concessionaire for its own quality assurance in accordance with Good Industry Practice.
- (z) If the Concessionaire carries out any remedial works for removal or rectification of any defects or deficiencies, the Independent Engineer shall require the Concessionaire to carry out, or cause to be carried out, tests to determine that such remedial works have brought the construction works with respect to the project infrastructure and project facilities in to conformity with specifications & standards and the provisions of the paragraph – 4 of the Schedule-5 of the concessionaire agreement shall apply to such tests.
- (aa) If suspension of Construction Works with respect to the Project Infrastructure and Project Facilities is for reasons not attributable to the Concessionaire, the Independent Engineer shall determine the extension of dates set forth in the Project Completion Schedule, to which the Concessionaire is reasonably entitled, and shall notify the Authority and the Concessionaire of the same.
- (bb) The Independent Engineer shall carry out, or cause to be carried out, all the Tests and recommend to Authority for issue of a Completion Certificate. For carrying out its functions
- (cc) and all matters incidental thereto, the Independent Engineer shall act under and in accordance with the provisions of Article 14 and Schedule I of the Agreement.

Selection of Agency to Provide Independent Engineers for “Development of IT City - SEZ at Lucknow on PPP Basis”

- (dd) The Independent Engineer shall aid and advise the Concessionaire in preparing the Maintenance Manual, Development Control Guidelines or Rules and Regulation and City Management Services Regulation.
 - (ee) In respect of the Drawings, Documents and Safety Report received by the Independent Engineer for its review and comments during the Operation Period, the provisions of Paragraph 3.2 shall apply, mutatis mutandis.
 - (ff) The Independent Engineer shall review the annual Maintenance Programme furnished by the Concessionaire and send its comments thereon to the Authority and the Concessionaire within 15 (fifteen) days of receipt of the Maintenance Programme.
 - (gg) The Independent Engineer shall review the quarterly status report furnished by the Concessionaire and send its comments thereon to the Authority and the Concessionaire within 7 (seven) days of receipt of such report.
 - (hh) The Independent Engineer shall inspect the Project Infrastructure and Project Facilities once every quarter, preferably after receipt of the quarterly status report from the Concessionaire, but before the 20th (twentieth) day of the following month after the end of the quarter in any case, and make out an O&M Inspection Report setting forth an overview of the status, quality and safety of O&M including its conformity with the Maintenance Requirements and Safety Requirements. In a separate section of the O&M Inspection Report, the Independent Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it in O&M of the Project Infrastructure and Project Facilities. The Independent Engineer shall send a copy of its O&M Inspection Report to the Authority and the Concessionaire within 7 (seven) days of the inspection.
 - (ii) The Independent Engineer may inspect the Project Infrastructure and Project Facilities more than once in a quarter, if any lapses, defects or deficiencies require such inspections.
 - (jj) The Independent Engineer shall in its O&M Inspection Report specify the tests, if any, that the Concessionaire shall carry out, or cause to be carried out, for the purpose of determining that the Project Infrastructure and Project Facilities is in conformity with the Maintenance Requirements. It shall monitor and review the results of such tests and the remedial measures, if any, taken by the Concessionaire in this behalf.
 - (kk) In respect of any defect or deficiency referred to in Paragraph 3 of Schedule K of Agreement, the Independent Engineer shall, in conformity with Good Industry Practice, specify the permissible limit of deviation or deterioration with reference to the Specifications and Standards and shall also specify the time limit for repair or rectification of any deviation or deterioration beyond the permissible limit.
 - (ll) The Independent Engineer shall determine if any delay has occurred in completion of repair or remedial works in accordance with the Agreement, and shall also determine the Damages, if any, payable by the Concessionaire to the Authority for such delay.
 - (mm) The Independent Engineer shall monitor and review the curing of defects and deficiencies by the Concessionaire as set forth in Article 19.4 of the Agreement.
 - (nn) If the Concessionaire notifies the Independent Engineer of any modifications that it proposes to make to the Project Infrastructure and Project Facilities, the Independent Engineer shall review the same and send its comments to the Authority and the Concessionaire within 15 (fifteen) days of receiving the proposal.
- 3.2.2 IE shall check to ensure that the site is equipped with necessary documents like copy of agreement, Contract specifications, BIS Codes, Guard file containing inspection reports, list of approved manufactures, tools for

Selection of Agency to Provide Independent Engineers for “Development of IT City - SEZ at Lucknow on PPP Basis”

checking quality of work & testing facilities, calibration reports of equipment being used in field lab.

- 3.2.3 IE shall check to ensure that site records like inspection register, cement register, material receipt registers, test register & site order book etc. are being maintained in prescribed forms and are being periodically reviewed by inspecting officers. IE shall carry out random audit of materials received at site and give feedback.
- 3.2.4 IE shall check on specific controls on various processes of execution being exercised by the executing agency which would have direct bearing on the quality of the work.
- 3.2.5 IE will develop quality plan considering provisions as in contract/codes and check and confirm that all tests are being carried out as required as per mandatory tests/contract specifications/BIS.
- a) IE, keeping in view the provisions of the agreement, will indicate which test should be carried out in field lab or outside lab.
 - b) IE will ensure that the provisions of QA plan are being observed at site, if not then shall be mentioned in Inspection report.
- 3.2.6 IE will conduct inspection of work during execution keeping in view following two aspects:
- a) Material Aspect: -
 - (i) Quality & testing of material keeping in view the requirement of contract specifications, BIS marked approved products.
 - (ii) IE will witness calibration of all field laboratory equipment including Concrete batching plant to ensure that the tests being carried out by the field team reflect correct values.
 - b) Workmanship Aspect: -

Inspections by IE have to bring out the aspect of overall workmanship. It is to be ensured that execution of work takes place with laid down procedures and sound engineering practice and the building outcome conforms to the desired levels of functionality and aesthetics.
- 3.2.7 IE shall verify activities/ milestones as per Concession Agreement on ground.
- 3.2.8 IE shall mention timely, the points/observations need compliance/timely action for rectification/re- doing.
- 3.2.9 IE shall check the compliance report submitted by the Construction Agency/UPLC officials at site and report accordingly after verifying the compliance at site, if any pointed out during Inspections.
- 3.2.10 If, it is observed by IE that the defects pointed out by UPLC/IE are not removed by executing agency, this matter shall be reported immediately to the UPLC for necessary action in the matter as per agreement clause.
- 3.2.11 The scope of work of IE includes the detailed check of drawings, designs, specifications, tender documents and supervision of work.

3.3 APPROACH & METHODOLOGY:

3.3.1 Approach:

The approach of the IE is 'consultative' and 'participatory' and not that of assessment authority. The approach of Independent Engineer is based on the philosophy of value addition by advising project administration, preemptive actions and corrective actions within the framework and good engineering practices.

3.3.2 Methodology:

The methodology is drawn based on the scope of services given in para 2 above is as follows

Selection of Agency to Provide Independent Engineers for “Development of IT City - SEZ at Lucknow on PPP Basis”

3.3.3 Collection of documents

Before initiating the assignment, the following documents shall be collected from the project administration

- Copy of complete set of all contract/agreement document
- Copy of Quality Assurance Plan submitted by the construction agency (if any)
- Project implementation program
- Copy of DPR/Master Plan and working drawings
- List of laboratories as approved
- Any other document as may be necessary for effective IE Services.

3.3.4 Review of contract/agreement documents

The documents shall be studied to understand the quality stipulations, project schedule, statutory and regulatory stipulations.

3.3.5 Activities/ Milestones

The activities/milestones shall be verified on the ground as per the Concession Agreement signed between UPLC and HCL IT City Lucknow.

3.3.6 Review of quality Test results

The quality tests conducted by the Engineers/UPLC shall be examined for their conformity to:

- Frequency stipulated in the contract. In case of deficiency project administration shall be advised to carryout tests to make good the deficiency
- Test result values as against the stipulated requirement. In case of non- conformity, Project administration shall be advised to carry out corroborative tests and suggest remedial action if non-conformity is confirmed.
- NDT tests will be done for completed work by INDEPENDENT ENGINEER

3.3.7 Collection & testing of samples

- In addition to test review IE Independent Engineer would carry out tests in the site laboratory at strategic stages of work.
- The sample shall be collected and sent to outside approved laboratory in cases where Testing facility is not available in site lab, Corroborative tests are to be conducted

3.3.8 Progress Review

The site visits will be made to Independently assess the progress of work with respect to the agreed schedule and advise project administration on the shortfalls, if any

3.3.9 Compliance Review

The project administration shall be advised on compliance with labour laws and safety measures taken by the construction agency, as witnessed during the site inspection.

3.3.10 Inspection Report and Completion Certificate

Inspection Report for Phase 1 and 2 will be submitted to UPLC. Subsequently the Completion Certificate will be issued for Phase 1 and 2 (as per Time Schedule) as mentioned in para 4/Schedule 5 of the Concession Agreement.

3.3.11 O&M

Verification, inspection and monitoring of O&M Infrastructure and project facilities as mentioned in para 5 of

Selection of Agency to Provide Independent Engineers for “Development of IT City - SEZ at Lucknow on PPP Basis”

Agreement.

3.3.12 IE shall mobilize its team as per sanction within a fortnight of signing of the agreement and shall take up the job to the requirements enumerated in the detailed scope of work mentioned in the Agreement. It will be the responsibility of IE to apply a comprehensive and varied experience to undertake the job.

3.3.13 The quality check scheme shall consist of periodic checking for quality of civil & electrical engineering works as entrusted as per the scope of work. The construction programme for the various structures clearly indicating the critical activities in terms of quality would be furnished by the UPLC for the various structures for which quality check is required.

3.3.14 UPLC shall give a schedule of date & time to IE for test in advance to enable IE to depute engineer suitable for the type of work/items.

3.3.15 The members of IE team will be available at site to witness/check the tests being done by the engineer

3.3.16 A monthly meeting will be held by UPLC, HCL and INDEPENDENT ENGINEER officials to review progress and the points brought out by any of the three party for prompt corrective action.

3.3.17 The UPLC shall also give necessary instruction to the HCL to provide equipment including labour for conducting tests at work site and site laboratory for ongoing works.

3.4 Independent Engineer Team for Work:

3.4.1 Initially following staff are proposed to be deployed at site:

Sn	Designation/Level	No./frequency	Minimum Qualification	Minimum Experience	Role
1	Sr. Officer's for site visit as Project Coordinator cum Team Leader	Need based.	M.B.A. / ME along with B.E / B. Tech in Civil Engineering or B.E. / B. Tech in Civil Engineering.	Experience of 15 years for MBA / ME or 20 years for BE /B. Tech in TPI / AE / PMC works.	Experience in the field of construction supervision and quality control. He / She will lead, coordinate and supervise the multidisciplinary team for monitoring the IT City Project.
2	Resident Civil Engineer Site in-Charge	One resource however Number may be increased / decreased in consultation with UPLC considering the volume of work	B.E/B. Tech in Civil Engineering	10 years of experience in quality control and quality assurance works.	Civil Engineering Graduate with a minimum of 10 years of experience including experience in the field of construction supervision and quality control. He / She will be responsible for engineering design development for proper site survey and preparation of progress report work for the project and get the same approved from relevant authority.

Selection of Agency to Provide Independent Engineers for “Development of IT City - SEZ at Lucknow on PPP Basis”

Sn	Designation/Level	No./frequency	Minimum Qualification	Minimum Experience	Role
3	Engineer (Civil)	One Number of resources is required which may be Increased / decreased in consultation with UPLC considering the volume of work	B.E/B. Tech in Civil	5 years of experience in quality control and quality assurance works.	Civil Engineering Graduate/Diploma with minimum 5 years of experience including experience in the field of construction supervision and quality control.
4	Engineer (Electrical)	One Number	B.E/B. Tech in Electrical	5 years of experience in quality control and quality assurance works.	Electrical Engineering Graduate with a minimum of 5 years experience.
6	Architect	Need based	Graduate in Architect Engineering (B.Arch.)	Experience in the field of master plan/drawings, construction and supervision.	Architecture Engineering Graduate with minimum 10 years of experience Including experience in the field of master plan/drawings, construction and supervision.
7	Finance Professional	Need based	MBA (Finance) / CA	Experience in Accounting / Finance System	MBA (Finance) / CA having minimum 5 years experience in Accounting / Finance System

3.4.2 All resources mentioned above in the table shall be regular, permanent and full-time employees of the bidder’s firm at the time of submission of bid.

3.5 WORKING HOURS:

IE has assumed single shift working at site and accordingly manpower has been planned and cost estimates worked out. In case, any time the work at site is to be carried out beyond one shift, the IE has to arrange the staff.

3.6 TRANSPORT:

IE shall arrange their own transport for local visits only.

3.7 EFFECTIVENESS AND DURATION OF THE AGREEMENT AND CONTRACT PERIOD

This agreement shall be valid for ONE year from the date of agreement signed between INDEPENDENT ENGINEER and UPLC. However, it will continue till further as agreed by both the parties.

3.8 LANGUAGE:

The ruling language according to which the contract is to be construed and interpreted shall be English language and data and technical Information shall be in English language.

3.9 5.5 SERVICE TO THE SATISFACTION OF THE UPLC:

The IE shall execute the services strictly according to the Agreement and to the satisfaction of the UPLC. In case of any misconduct observed by any of the officers of IE, he shall have to be removed from the work/site, if asked by UPLC

3.10 INCREASE IN SCOPE OF WORKS:

In case there is an increase in the scope of work, the UPLC shall pay the IE on mutually agreed rates for such additional

Selection of Agency to Provide Independent Engineers for “Development of IT City - SEZ at Lucknow on PPP Basis”

work/activity.

3.11 OWNERSHIP OF WORK:

All plans, reports, data and similar materials developed under this Agreement shall be considered as confidential and upon completion of the services, become the property of the UPLC. It is understood, however, that IE may retain for its own records copies of the said plans, reports and related items.

3.12 SPECIAL CONDITIONS:

- a) The arrangement for storage and transportation of samples required to be tested in the laboratory other than set up at site shall be responsibility of UPLC. The cost of all such tests conducted shall be borne by UPLC or Executing Agency as the case may be and payment shall be made by UPLC in advance directly to the Laboratory concerned.
- b) Any specialized testing equipment required for the purpose of testing shall be organized by IE at the cost of UPLC.
- c) IE shall faithfully conduct randomly mandatory test/checks and sampling required for the work to be executed as per specifications, procedures and according to relevant Indian/international Standards,
- d) IE will be fully responsible for the authenticity of the test results conducted by them and submit test results in original to UPLC in time.

3.13 IE shall adequately plan well in advance about the requirement of testing equipment/materials to get the test results in time. Any additional equipment needed shall be advised to UPLC for sanction and procurement.

- i. IE reporting shall be of the recommendatory nature informing the UPLC about the quality of materials, workmanship, based on test results and field observations and the action taken by respective Engineer-in-charge. The implementation of recommendations shall be with UPLC/Executing agency as decided by UPLC in accordance with works contract agreement
- ii. For carrying out the work of quality surveillance, the copy of various contracts awarded by the UPLC/executing agency shall be made available to the IE in time. The construction schedule of various structures for which quality inspection is required will be given to IE by UPLC well in advance. The programme of critical activities to be executed for the consequent month will also be given one month in advance.
- iii. IE should be supplied with all the latest construction drawing and technical specifications, items of works to be executed by executing agency Facilities for testing laboratory along with the required equipment's for tests will be provided by UPLC/executing agency on their own cost.
- iv. UPLC may provide to the space and other facilities like tables / chairs, Air Conditioning / Electric and Drinking Water etc for official use at HCL IT site. However, water & electricity charges for IE usage shall be borne by the UPLC / HCL IT City.

3.14 UPLC shall Issue instructions to all Executing Agency / Working agencies / Contractors / vendor to co-operate with the IE Team and provide all necessary ages Instructions to Executing Agency /working documents, equipment, labour etc. for taking samples and for checking works at ongoing works.

3.15 The IE shall maintain the secrecy of the result of various tests conducted & reports shall be made available directly to UPLC.

3.16 TIME SCHEDULE:

Time Schedule for the work is as mentioned below: -

Selection of Agency to Provide Independent Engineers for “Development of IT City - SEZ at Lucknow on PPP Basis”

Phase	Timeline	Duration
Phase-I	Report submission and issue of Completion certificate	03 months. (from date of award of work to INDEPENDENT ENGINEER).
Phase-II	Report submission and issue of Completion certificate	6 months from Phase-1 report

3.17 Project Duration

The selection of the above-mentioned Independent Engineer shall be for a period of one year, which may be further extended on existing terms and conditions by the sole discretion of UPLC / Department of IT and Electronics, Government of Uttar Pradesh.

3.18 Payment Schedule

3.18.1 The firm shall be paid their fee on Quarterly basis as per the number of resources deployed.

3.18.2 For pay out, the firm will submit their invoice along with the monthly progress report of their performance to the purchaser.

3.18.3 Upon submission of the signed-off monthly progress report, the payment shall be made to the firm in accordance to Para 3.18.1.

3.18.4 Effort shall be made to make payment possibly within 30 days from the submission of the monthly progress report to the purchaser.

3.19 Other conditions:

- i. The firm shall deploy the team at Uttar Pradesh Electronics Corporation (UPLC) / IT City Lucknow, stationed at Lucknow dedicated for this project only. The Office sitting space, internet, and printing facility will be provided by UPLC / HCL IT City Lucknow.
- ii. The financial quote shall take into account all expenses and tax liability including GST etc.
- iii. The financial quote should include the conveyance, lodging & boarding within Lucknow city.
- iv. In case of travel outside Lucknow city, the approval shall be taken by Administration Division, UPLC before commencing of tour date and all the expenses incurred on travelling shall be reimbursed on actuals. Normally, Government TA / DA rules shall be considered.
- v. Payment of fee to firm will be made on receipt of bill.

Selection of Agency to Provide Independent Engineers for “Development of IT City - SEZ at Lucknow on PPP Basis”

Section IV: Bidder's Eligibility Criteria & Method of Selection, Evaluation Process

This Invitation to Bid is open to all entities meeting or exceeding all the following minimum Qualification criteria. Bidders failing to meet any one of the qualification criteria mentioned below or not submitting requisite supporting documents / documentary evidence for supporting qualification criteria are liable to be rejected summarily.

4.1 Eligibility Criteria: The Bidder should meet below pre-qualification criteria to be eligible to participate and evaluation of technical bid:

S. No	Criteria	Document Required
1.	<p>The Bidder shall be a Company registered under the Companies Act or Partnership firm registered under the Partnership Act of 1932 or registered (converted to) under the Indian Limited Liability Partnership Act, 2008.</p> <p style="text-align: center;">OR</p> <p>Consortium of three Companies allowed as Joint Venture.</p>	<p>1. In case the Bidder is a Registered Company in India, they should produce the copy of the Certificate of Incorporation/Company Registration Certificate.</p> <p>2. In case of Joint Venture, the maximum number of Joint Venture partners is limited to 3 (i.e. one lead + 2 JV partners). Formulation of more than one JV with different partners for the same work is not allowed and all such proposals involving the firms shall be treated as non-responsive. All companies in JV should be incorporated in the ROC and Consortium Agreement between Companies submitted by lead Bidder.</p>
2.	Registration Certificate	<p>The bidder (In case of Consortium, all companies) should have a valid certification of</p> <ol style="list-style-type: none"> 1. ROC certificate 2. GST Certificate 3. PAN Certificate
3.	<p>The firm should have minimum experience of Infrastructure Advisory Services for 20 acres or more land parcel in one project of similar category (IT City- SEZ/ Industrial Parks – SEZ)</p> <p style="text-align: center;">OR</p> <p>Firm should have prepared Detailed Project Report/ Feasibility</p>	<p>Copies of Work Orders / Agreement / Completion Certificates</p> <p>(In the case of Consortium, work orders</p>

Selection of Agency to Provide Independent Engineers for “Development of IT City - SEZ at Lucknow on PPP Basis”

	Study/ Preliminary Design Report for any Industrial Park/Infrastructure Project having total project cost of more than Rs 500 cr.	/ Agreement / Completion Certificate of lead partner shall be considered)
4.	The firm should have minimum experience of one Project Supervision/Independent Engineer similar category either IT City / Industrial Parks / SEZ Zone / Sector based Clusters/any Infrastructure Sector, having minimum 10 acres of land parcel or for any infrastructure project having total project cost of more than Rs 500 cr.	Copies of Work Orders / Agreement / Completion Certificates (In the case of Consortium, work orders / Agreement / Completion Certificate of lead partner shall be considered)
5.	The Bidder should have an average annual turnover of at least INR 10 Crores in the last 3 financial years ending on 31st March 2023. (In the case of Consortium, the cumulative turnover of consortium companies shall be considered)	1. CA certificate 2. Audited Financial Statements
6.	The Bidder should not have been blacklisted by the Central Government, any State Government or their public sector undertaking as on the date of submission of the Proposal.	Self-undertaking signed by authorized signatory
7.	Firm should have positive net worth and should not be insolvent.	CA certificate
8.	Solvency certificate of Rs. 1.00 Crore	Issued from a Scheduled bank.

4.1 e-Bids submitted by bidders using the digital signature of other company / firm will be treated as non-responsive and will not be considered against this RFP.

- Bid should comprise of following sections:

- i) Technical Bid
- ii) Financial Bid

- Both the bids must be submitted separately on e-Tender portal <https://etender.up.nic.in>. Prices should not be quoted in the Technical Bid. The prices should be quoted in the Financial Bid only.

4.2 Technical evaluation Criteria of bidder

The TEC will evaluate the technical bids based on the Eligibility Criteria mention in RFP.

All (project) experiences submitted for eligibility and evaluation must be supported by Work Orders/ Signed Contracts /Completion Certificates, clearly indicating the value of the (project) experiences.

The experiences that would be claimed by the Applicant against any criteria both for eligibility as well as for technical evaluation must have been executed as the primary/ lead firm by the Applicant’s legal entity submitting the bid for this RFP. Contract Extensions will be counted as the same project. **All experiences should be from India.**

4.3 Evaluation of Technical Bids

- Constitution of Tender Evaluation Committee (TEC):

Selection of Agency to Provide Independent Engineers for “Development of IT City - SEZ at Lucknow on PPP Basis”

The evaluation of the e-Bids shall be carried out by Tender Evaluation Committee (TEC), which shall be constituted by UP Electronics Corporation Limited consisting of members from Finance, Legal and Technical Departments of UPLC. The TEC will evaluate the tenders in two stages i.e. Technical & Financial.

- Technical bids should be analysed and evaluated by the Tender Evaluation Committee (TEC). Technical bids in the following conditions will be summarily rejected as being nonresponsive:
 - Technical Bids of those bidders, who do not meet the **eligibility criteria**
 - Technical bids unsigned and incomplete, not responding to the TOR fully and properly and those with lesser validity than that prescribed in the RFP.

4.4 Evaluation of Financial e-Bids and Award of Contract

- Based on the proposal of the technically qualified bidder, work will be awarded to **the Successful Bidder submitting the Lowest One (L-1) price**. Based on the Lowest priced Bids received in the tender.
- The Bidders shall upload the Financials in the Commercial bid (**Annexure-VII**) of the e-Tender portal. It is mandatory to furnish the cost against all the particulars failing which the proposal shall be liable to be rejected. A separate excel sheet of Commercial bid format has also been published along with the RFP as per **Annexure-VII**. The same is to be used to submitting commercial bid. Completely filled commercial bid in XLS format shall have to be submitted on the e-Tender portal.
- If there are conditions attached to any financial e-Bids, which shall have bearing on the total cost, the Tender Evaluation Committee, will reject any such e-Bids as non-responsive financial proposal. However, if the TEC feels it necessary to seek clarifications on any financial proposals regarding Taxes, duties or any such matter, the TEC may do so by inviting responses in writing.

4.5 Negotiations

Normally, there would be no post RFP negotiations. In case in of it is required negotiations may be carried out in with the L-1 bidder in the interest of the project.

4.6 Contract Agreement

The Successful Bidder shall execute an Agreement (Format of Agreement is given in Annexure-IX) on Rs 100/- Non-Judicial stamp paper in the name of the Bidder bought in Uttar Pradesh only, within one week from the date of Letter of Acceptance issued by UPLC.

The Successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate for the execution of the contract or any part thereof without the prior written consent of UPLC. UPLC reserves its right to cancel the order either in part or full, if this condition is violated.

4.7 Confidentiality

The selected Independent Engineer will treat as confidential all data and information about the purchaser obtained during the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Purchaser.

Selection of Agency to Provide Independent Engineers for “Development of IT City - SEZ at Lucknow on PPP Basis”

4.8 Change in Qualification Criteria

If there is a change in the status of the Bidder with reference to any of the Pre-Qualification criteria specified above, during the Bid Process till the award of the Project, the Bidder should immediately bring the same to the notice of UPLC.

Selection of Agency to Provide Independent Engineers for “Development of IT City - SEZ at Lucknow on PPP Basis”

Section V – Standard Terms and Conditions

Without limitation on the generality of this rule, bidder firm shall not be permitted to perform themselves directly or indirectly in totality or in part, by any of its associated company/Firm/society or any entity with business interest, any of the subsequent implementation job concerned with the Project, for which the Consultancy has been awarded to the Independent Engineer.

5.1 Application

The proposal offer should contain all the work envisaged under the scope of work, Key points mentioned under and those proposals giving only part of the work would be rejected. Detailed scope of work is mentioned in Section-III.

5.2 Conflict of Interest

The Independent Engineer shall not receive any remuneration in connection with the assignment except as provided in the contract. The Independent Engineer and its affiliates shall not engage in consulting activities that conflict with the interest of the client under the contract and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment other than a continuation of the Services” under the ongoing contract. The Independent Engineers should provide professional, objective and impartial advice and at all times hold the client’s interest’s paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Independent Engineers shall not be hired for any assignment that would conflict with their prior or current obligations to other clients, or that may place them in a position of being unable to carry out the assignment in the best interest of the Employer. Without limitation on the generality of the foregoing, Independent Engineers shall not be hired, under the circumstances set forth below:

- a. Conflict between consulting activities and procurement of goods, works or services: An Independent Engineer that has been engaged to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a Independent Engineer hired to provide consulting services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works or services for such preparation or implementation.
- b. Conflict among consulting assignments: Neither Independent Engineers (including their personnel and sub-Independent Engineers) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the Independent Engineers. As an example, Independent Engineers hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and Independent Engineers assisting a client in the privatization of public assets shall neither purchase nor advise purchasers of, such assets. Similarly, Independent Engineers hired to prepare Terms of Reference (TOR) and Scope of Work for an assignment shall not be hired for the assignment in question.
- c. Relationship with Employer's staff: Independent Engineers (including their personnel and sub-Independent Engineers) that have a business or family relationship with such member(s) of the Employees (UPLC) staff or with the staff of the project implementing agency, who are directly or indirectly involved in any part of;
 - (i) The preparation of the TOR of the contract,
 - (ii) The selection process for such contract, or

Selection of Agency to Provide Independent Engineers for “Development of IT City - SEZ at Lucknow on PPP Basis”

- (iii) Supervision of such contract; may not be awarded a contract unless it is established to the complete satisfaction of the employing authority, for the reason to be recorded in writing, that such relationship would not affect the aspects of fairness and transparency in the selection process and monitoring of Independent Engineer’s work.

5.3 Unfair Competitive Advantage

Fairness and transparency in the selection process require that Independent Engineers or their affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the request for proposals and all information would be made available to all short-listed Independent Engineers together.

5.4 Disclaimer clause

The Employer or any of its officers, employees, contractors, agents or advisers, subject to any law to the contrary, shall not be liable for any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of Employer or any of its officers, employees, contractors, agents or advisers.

5.5 Standards of Performance.

The Independent Engineer shall perform the services and carry out its obligations under the contract with due diligence efficiency and economy in accordance with generally accepted professional standards and practices. The Independent Engineer shall always act in respect of any matter relating to this contract as faithful advisor to the UPLC/Client Department. The Independent Engineer shall always support and safeguard the legitimate interests of the UPLC/Client Department in any dealings with the third party. The Independent Engineer shall abide by all the provisions/Acts/Rules etc. of Information Technology prevalent in the country. The Independent Engineer shall conform to the standards laid down in the RFP in totality.

5.6 Independent Engineer Personnel

- a) The Independent Engineer shall deploy and provide such qualified and experienced personnel as may be required to perform the services under the requirement of project. There are specialized domains of e-Governance and it is desirable from the Independent Engineer to deploy the domain/subject specialists, from time to time, who have adequate experience in the domain related with the project. The deployed resources should be dedicated in nature.
- b) Without the consent of UPLC/Client Department. No changes shall be made in the resources deployed on the project. If, for any reason beyond the reasonable control of the Independent Engineer, as such retirement, resignation, death, Health incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Independent Engineer shall provide as a replacement a person of equivalent or better qualifications, with approval from the UPLC/ Client Department.
- c) **Maximum number of replacements to be made in the team of resources deployed on the required project shall not exceed beyond 3 for one year of the contract signed between UPLC and Independent Engineer.**
- d) Independent Engineer shall have no claim for additional costs arising out of or incidental to any removal and/or

Selection of Agency to Provide Independent Engineers for “Development of IT City - SEZ at Lucknow on PPP Basis”

replacement of Personnel.

- e) If the UPLC requests to replace resource(s), then Independent Engineer shall be required to replace the resource(s) within 4 weeks from the date of request raised.

5.7 Applicable Law

Applicable Law means the laws and any other instrument having the force of law in India as may be issued and in force from time to time. The Contract shall be interpreted in accordance with the laws of the Union of India and the State of Uttar Pradesh.

5.8 Assignment and Subcontracting

- a) Independent Engineer shall not assign or transfer this contract or part thereof to any other party without written consent of the UPLC
- b) For the purpose of the liabilities under this Bid, the Bidder will be considered as a solely liable for delivery of all the components of the Bid and scope of work.

5.9 Intellectual Property Rights

No services covered under the Contract shall be sold or disposed by the Independent Engineer in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The Independent Engineer shall be indemnifying the UPLC/ Client Department from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the Independent Engineer, the UPLC/ Client shall be defended in the defense of such proceedings.

5.10 Governing Language

The Contract shall be written in English Language. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English/Hindi.

5.11 Payment Terms

Payment shall be released to the bidder concerned as per the terms and conditions of the contract awarded to the firm concerned by UPLC and review of the progress in the project.

5.12 Taxes

The Bidder may be subject to all applicable taxes (such as GST) on amounts payable by the Purchaser under the contract and applicable deductions such as TDS etc if any will be deducted from the amount payable to the Independent Engineer.

5.13 Termination of Contract

The Independent Engineer's association with the UPLC will terminate in case of the following conditions:

- a) The term of Contract expires.
- b) Performance is below expected level
- c) Non-adherence to the timelines of the project.
- d) Quality of work is not satisfactory and not acceptable.
- e) Client Department terminates the Contract

5.14 Termination for Insolvency, Dissolution etc.

The UPLC may at any time terminate the Contract by giving written notice to the Independent Engineer, if the Independent

Selection of Agency to Provide Independent Engineers for “Development of IT City - SEZ at Lucknow on PPP Basis”

Engineer becomes bankrupt or otherwise insolvent or in case of dissolution of company or winding up of company. In this event termination will be without compensation to the Independent Engineer, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the UPLC.

5.15 Limitation of Liability

Limitation of Liability towards the Independent Engineer shall not exceed the contract value.

5.16 Fraud and Corruption

Under the policy of “U.P. Electronics Corporation Limited” policy, the Bidder, if selected shall have to observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the UPLC:

- ❖ Defines, for the purposes of this provision, the terms set forth below as follows:
 - “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
 - “Fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the “UPLC” and includes collusive practices amongst Independent Engineer (prior to or after submission of proposals) with Service Provider, designed to establish prices at artificial, noncompetitive levels and to deprive the “UPLC” of the benefits of free and open competition.
- ❖ Will reject a proposal for award if it determines that the Independent Engineer recommended for award is/was engaged in corrupt / fraudulent / coercive activities in getting the contract in question;
- ❖ Will cancel the Independent Engineer’s contract if it at any time determines that its representatives are engaged in corrupt or fraudulent practices or bidder make the cartel to get the tender / contract during the contract period.
- ❖ Will declare a Independent Engineer ineligible, either indefinitely or for a stated period of time, to be awarded a “UPLC” contract if it at any time determines that the Independent Engineer has engaged in corrupt or fraudulent practices in getting or executing the “UPLC” contract;
- ❖ Will have the right to have them audited by auditors appointed by the “UPLC”
- ❖ Will cancel the contract if at any stage it comes to know that the selected Independent Engineer or Consulting Company has any relation with any of the members of Tender Evaluation Committee (TEC) or the decision-making authorities.

5.17 Statutory Requirements

During the tenure of this Agreement nothing shall be done by the Independent Engineer firm in contravention of any law, act and/or rules/regulations, there under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep UPLC indemnified in this regard.

5.18 Risk Management

The Independent Engineer firm shall at his own expense adopt suitable Risk Management methodology to mitigate all risks assumed by the Independent Engineer firm under this Agreement. Independent Engineer firm shall underwrite all the risk related to its personnel deputed under this Agreement as well as all hardware components, tools and any other belongings of the Independent Engineer firm or their personnel during the entire period of their engagement in connection with this Agreement and take all essential steps to reduce and mitigate the risk. UPLC/Client Department will have no liability on this account.

Selection of Agency to Provide Independent Engineers for “Development of IT City - SEZ at Lucknow on PPP Basis”

5.19 Term and Extension of the Agreement

- i) The term of this contract shall be for a period as indicated in the RFP.
- ii) UPLC shall reserve the sole right to grant any extension to the term mentioned above on mutual agreement including fresh negotiations on terms and conditions.

5.20 Prices

Prices quoted must be firm and shall not be subject to any upward revision on any account whatsoever throughout the period of Agreement for the scope of the Agreement.

5.21 Invoicing

In respect of its remuneration, the Independent Engineer firm shall be eligible to receive in accordance with the Terms of Payments Schedule. Subject to the specific terms of each Service Level Agreement, the Agency submit its invoices in accordance with the following principles:

- UPLC shall be invoiced by the Independent Engineer firm for providing consultancy services.
- The invoice shall be submitted along with the necessary approval/sign-off/acceptance certification for the respective deliverables linked with the payment, failing which the UPLC reserves the right to reject the invoices.
- UPLC shall be entitled to delay or withhold payment of any invoice or part of it delivered by the Independent Engineer firm where UPLC disputes such invoice or part of it provided that such dispute is bonafide. The withheld amount shall be limited to that which is in dispute. Any exercise by UPLC under this Section shall not entitle the Independent Engineer firm to delay or withhold provision of the Services.
- Payment for invoices shall be made within 30 working days of the receipt of Invoice by UPLC, subject to payment received from client department, upon completion of the said activities as mentioned in the Agreement.

5.22 Liquidated Damages

In the event, the Independent Engineer firm fails to meet the milestones provided as per the RFP, UPLC shall without prejudice to his other rights and remedies, reserve the right to invoke the entire EMD and even terminate the Agreement. The parties hereby agree that due to negligence of any party, if the other party suffers losses, damages the quantification of which may be difficult, a reasonable estimate of the damages shall be constructed and both the parties agrees to pay such liquidated damages, as per the provisions of this Agreement. **The amount of liquidated damages under this Agreement shall not exceed 10% of the total value of the Agreement.**

5.23 Approvals

The Independent Engineer firm shall be responsible for obtaining approvals for any Statutory and Regulatory requirements (if any) from the authorities. Further, the Independent Engineer firm shall be responsible to get required documentation completed for obtaining such approvals. The Independent Engineer firm shall undertake to do all such acts and deeds as required to ensure that the approvals are obtained only with prior approval of department. UPLC shall extend all reasonable assistance to the Independent Engineer firm in this regard.

5.24 Arbitration

- (i) Any dispute or difference whatsoever arising between the parties to the Agreement out of or relating to the construction, meaning, scope, operation or effect of the Agreement or validity of the breach thereof, which cannot be

Selection of Agency to Provide Independent Engineers for “Development of IT City - SEZ at Lucknow on PPP Basis”

resolved through negotiation process, shall be referred to a sole Arbitrator to be mutually agreed by both the parties. In the event of disagreement between the parties the sole **Arbitrator shall be appointed by UPLC**. The Provision of Arbitration and Conciliation Act 1996 shall apply. The Arbitration shall be held in Lucknow, India and the language shall be English only.

- (ii) During the arbitration period, except the Clause or Clauses under dispute and/ or ambiguous and referred to the arbitration, rest clauses of the tender shall remain enforceable among the parties.
- (iii) Subject to the above, the Courts at Lucknow only shall have jurisdiction in this matter.
- (iv) Adjudication by Regulator Authority or Commission

In the event of the constitution of a statutory Regulatory authority or Commission appointed by UPLC with powers to adjudicate upon disputes between UPLC and the Independent Engineer firm, all Disputes arising after such constitution shall instead of reference to arbitration, be adjudicated upon by such Regulatory Authority or Commission in accordance with the Applicable Law and all references to Dispute Resolution Procedure shall be construed accordingly. For the avoidance of doubt, the Parties hereto agree that the adjudication hereunder shall not be final and binding until an appeal against such adjudication has been decided by an appellate tribunal or High Court, as the case may be, or no such appeal has been preferred within the time specified in the Applicable Law.

- (v) Arbitration Decision

The decision of the Arbitrator shall be final and binding upon both parties.

- (vi) Arbitration Expenses

The expenses of the arbitrator as determined by the arbitrator shall be shared equally by UPLC and the Independent Engineer firm. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall state the reasons for the award.

- (vii) The provisions of Dispute Resolution clause shall survive termination.

5.25 Governing Language

The Agreement shall be written in English language. All correspondence and other documents pertaining to the Agreement that are exchanged by parties shall be written in English language only.

5.26 “No Claim” Declaration

The Independent Engineer firm shall not be entitled to make any claim, whatsoever against UPLC under or by virtue of or arising out of this Agreement, nor shall UPLC entertain or consider any such claim, if made by the Independent Engineer firm after he shall have signed an agreement.

5.27 Force Majeure

- (i) **Definition** - For the purposes of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes,

Selection of Agency to Provide Independent Engineers for “Development of IT City - SEZ at Lucknow on PPP Basis”

lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

- (ii) Force Majeure shall not include (1) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Contractors or agents or employees, nor (2) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Agreement, and avoid or overcome in the carrying out of its obligations hereunder.
- (iii) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder
- (iv) No Breach of Agreement: The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.
- (v) Measures to be taken
- (vi) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Agreement as far as it is reasonably practical and shall take all the reasonable measures to minimize the consequences of any event of Force Majeure.
- (vii) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than two (2) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- (viii) Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure
- (ix) During the period of an event of Force Majeure, the Independent Engineer firm, upon instructions by UPLC, shall continue with the services to the extent possible, in which case the Independent Engineer firm shall continue to be paid under the terms of this Agreement.
- (x) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Section 5.27.
- (xi) In the event the Force Majeure substantially prevents, hinders or delays the Independent Engineer firm performance of services necessary for the operation of UPLC's critical business functions for a period in excess of 15 days, UPLC may declare that an emergency exists. UPLC will issue a notice to the Independent Engineer firm to resume normal services at all affected sites and for all operations within a period of seven days. In the event that the Independent Engineer firm is not able to resume services within the next 7 days, UPLC may terminate the Agreement and/or obtain substitute performance from an alternate Independent Engineer firm and costs incurred by UPLC in obtaining such services from alternate Independent Engineer firm shall be recovered by UPLC from Independent Engineer firm. All payments pursuant to termination due to Force Majeure event shall be in accordance with the Terms of Payment Schedule.

5.28 General

- (i) The Bidder shall not assign to others, in whole or in part, their obligation to perform under the Agreement.
- (ii) This Agreement, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws in India.

Selection of Agency to Provide Independent Engineers for “Development of IT City - SEZ at Lucknow on PPP Basis”

- (iii) The courts of India at Lucknow will have exclusive jurisdiction to determine any proceeding in relation to this Agreement.
- (iv) Any modification of this Agreement shall be in writing and signed by an authorized representative of each Party.
- (v) Each Party to this Agreement and the SLAs accept that its individual conduct shall (to the extent applicable to it) at alltimes comply with all applicable laws, rules and regulations. For the avoidance of doubt the obligations of the Parties to this Agreement and the SLA are subject to their respective compliance with all applicable laws and regulations.
- (vi) Ethics: Independent Engineer firm represents, warrants and covenants that it has given no commitments, payments, gifts, kickbacks, lavish or expensive entertainment, or other things of value to any employee or agent of UPLC, or the Department or its nominated agencies in connection with this Agreement and acknowledges that the giving of any suchpayment, gifts, entertainment, or other things of value is strictly in violation of UPLC's standard policies and may resultin cancellation of this Agreement.
- (vii) Notice: Any notice or other document, which may be given by either Party under this Agreement, shall be given in writing in person or by Registered Post or by facsimile transmission and shall be addressed to the other Party's principal or registered office address as set out in the RFP.

Selection of Agency to Provide Independent Engineers for “Development of IT City - SEZ at Lucknow on PPP Basis”

Section VI - Technical Proposal Submission Form

Annexure -I: Independent Engineer's General Information

(In the case of Consortium, all partner companies fill the detail)

S. No	Particulars	Description/Details	Reference Documents	Page No.
A	Name of Bidding company			
B	Contact Details			
	a. Address			
	b. Mobile/Telephone			
	c. Fax			
	d. email			
	e. Website			
C	Name of Managing Director / CEO			
D	Name, Designation & email of Authorized signatory			

(In case of Consortium, authorized signatory of all partner companies will sign)

Signature

In the capacity of

Duly authorized to sign proposal for and on behalf of

Date.....

Place.....

Selection of Agency to Provide Independent Engineers for “Development of IT City - SEZ at Lucknow on PPP Basis”

Annexure II: Team Composition and Task Assignments

Staff details:

S. No.	Name	Qualification	Position	Task

Project Experience Details

Assignment Name:	Country:
Location within the Country:	Professional Staff Provided by the Firm / entity (profiles):
Name of Client:	No. of Staff:
Address:	No. of Staff Months:
Start date (Month / Year): Completion date (Month / Year):	Approx. Value of Services (INR):
Name of Associated Independent Engineers, if any:	No. of Months of Professional Staff Provided by Associated Independent Engineers:
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:	
Narrative description of project:	
Description of actual services provided by the staff:	

Notes:

1. Use separate sheet for each relevant Assignment.
3. As documentary evidence, attached a Copy of Work Order / Client Certificate / Agreement signed with the Client.

(In case of Consortium, authorized signatory of both partner companies will sign)

Signature

In the capacity of

Duly authorized to sign proposal for and on behalf of

Date.....

Place.....

Selection of Agency to Provide Independent Engineers for “Development of IT City - SEZ at Lucknow on PPP Basis”

Annexure III: Format of Curriculum Vitae (CV) for Key Professional Staff

1.	Name			
2.	Proposed Position			
3.	Date of Birth			
4.	Years of experience			
5.	Nationality			
6.	Education			
	Degree (Specialization)	Institution		Year in which obtained
7.	Other Professional certification or training			
8.	Languages & degree of proficiency			
9.	Countries of Work Experience			
10.	Employment record (Starting with present position, list in reversed order) (Clearly distinguish your "employer" as an employee of the firm from a "client" for whom you have worked)			
	Employer	From	To	Position held and Description of duties
11.	Detailed tasks handled (Domestic and International) :(Work undertaken that best illustrates capability to handle the work and tasks assigned)			
	WorkArea	Tasks Handled	Project Details	start Year & Time spent
		(Exact duties rendered)	(Project name Organization Location)	(Project Manager / Team Leader/ Team Member / Expert)
12.	Undertaking:			
	I, the undersigned certify that to the best of my knowledge and belief, this bio data correctly describes the qualifications, and the experience of the proposed resource			
	Name & Signature (Authorized Representative)		Date of signing	

Selection of Agency to Provide Independent Engineers for “Development of IT City - SEZ at Lucknow on PPP Basis”

(In case of Consortium, authorized signatory of all partner companies will sign)

Signature

In the capacity of

Duly authorized to sign proposal for and on behalf of

Date.....

Place.....

Selection of Agency to Provide Independent Engineers for “Development of IT City - SEZ at Lucknow on PPP Basis”

Annexure IV: Proposal Submission Form

(ON BIDDERS LETTER HEAD)

To,

The Managing Director,

U.P. Electronics Corporation Limited, 10, Ashok Marg, Lucknow-226001

Ref: Submission of Proposal against Tender Reference No:

Dear Sir,

Having examined the RFP document, we, the undersigned, herewith submit our response to your RFP reference No. **UPLC:LKO:IE:2025:01** for “**SELECTION OF AGENCY TO PROVIDE INDEPENDENT ENGINEERS FOR “DEVELOPMENT OF IT CITY - SEZ AT LUCKNOW ON PPP BASIS”**” by the Uttar Pradesh

Electronics Corporation Limited”, in full conformity with the said Tender document and our technical proposal (Bid).

1. Our proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal.
2. We would like to declare that we the Bidder (of this Tender) Company or any of its associated company/Firm/society or any entity do not have any with business interest association or link in any manner with the Technical Evaluation Committee members or its family members of his/hers associated this Tender. We know that such bids will not be considered.
3. We would like to declare that we are not involved in litigation with, and we are not under a declaration of ineligibility by, any Central/State/UT Government in India for corrupt or fraudulent practices.
4. **We hereby declare that we have not been blacklisted by any State/Central/UT Government Department/Organization/ Institution.**
5. **We declare that we have not been charged with any fraudulent activities by any Central/State/UT Government Department /Organization/Institution.**
6. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will indulge in bribery or any prohibited acts and behaviours and we shall be responsible for any such acts.
7. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act, 1988.”
8. We understand that UPLC is not bound to accept any or all bids received in response to this Tender.
9. We agree to abide by all the terms and conditions mentioned in the Request for Proposal ((e-Bid Reference no.:)) for selection of Independent Engineer against this tender.
10. We agree to abide by all the terms and conditions of the Tender and also all the terms and conditions of the Contract that will be issued by UPLC in case we are selected as Independent Engineer against this tender by the UPLC.

(In case of Consortium, authorized signatory of both partner companies will sign)

Yours sincerely,

Authorized Signature:

Name and Title of Signatory: Seal of Bidder Company

Selection of Agency to Provide Independent Engineers for “Development of IT City - SEZ at Lucknow on PPP Basis”

Annexure V: Financial Information Annual Turnover of the Bidder

(In case of Consortium, Turn Over of all partner companies shall be mentioned separately)

Turnover of the Bidder (Amount INR)			
Financial Year 2021-2022	Financial Year 2022-2023	Financial Year 2023-2024	Indicate the page number where the details are provided

Documentary Proof Required:

- i) Audited Profit and Loss Statement and Balance sheet
- ii) Statutory Auditor Certificate specifying the turnover for the specified years.

(In case of Consortium, authorized signatory of all partner companies will sign)

Signature

In the capacity of

Duly authorized to sign proposal for and on behalf of

Date.....

Place.....

Selection of Agency to Provide Independent Engineers for “Development of IT City - SEZ at Lucknow on PPP Basis”

Annexure-VI: Declaration Regarding Clean Track Record

[Date]

To,

The Managing Director,

U.P. Electronics Corporation Limited, 10, Ashok Marg,

Lucknow - 226 001 Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document (Reference No. _____) regarding **Selection of Agency to Provide Independent Engineers for “Development of IT City - SEZ at Lucknow on PPP Basis”**. I hereby declare that my Company as on date of submission of the proposal is neither blacklisted by Central Government / State Government or instrumentalities thereof nor any criminal case against the Bidder / Its Partners / Directors / Agents is pending before any court of Law. I further certify that I am a competent officer in my Company to make this declaration.

(In case of Consortium, authorized signatory of all partner companies will sign)

Yours faithfully,

(Signature of the Bidder) Printed Name Designation Seal Date:

Business Address:

Selection of Agency to Provide Independent Engineers for “Development of IT City - SEZ at Lucknow on PPP Basis”

Annexure VII - FINANCIAL PROPOSAL SUBMISSION FORM (BOQ)

Ref: Submission of Proposal against your RFP Reference No. (.....)for “SELECTION OF AGENCY TO PROVIDE INDEPENDENT ENGINEERS FOR “DEVELOPMENT OF IT CITY - SEZ AT LUCKNOW ON PPP BASIS”

- We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, GST, Professional and any other corporate Tax payable under the law, we shall pay the same.
- We further confirm that the prices stated in our Bid are in accordance with clauses included in RFP.
- We declare that our Bid Price is for the entire scope of the work as specified in the RFP. Our detailed financial proposal is as follows:

Name of Firm:		<i>AGENCY TO PROVIDE INDEPENDENT ENGINEERS FOR “DEVELOPMENT OF IT CITY - SEZ AT LUCKNOW ON PPP BASIS”</i>					
RFP Reference No:							
SN	Particulars	No of Resources	Basic Price per Month (INR)	Total Months	Amount for 12 Months	Applicable GST(INR) @18%	Total Cost Inclusive of GST (INR)
1	2	3	4	5	6 = (3 x 4) x 5	7	8 = 6 + 7
1.	Sr. Officer's for site visit as Project Coordinator cum Team Leader	1		12			
2.	Resident Civil Engineer Site in-Charge	1		12			
3.	Engineer (Civil)	1		12			
4.	Engineer (Electrical)	1		12			
5.	Architect	1		12			
6.	Finance Professional	1		12			
Total							

- **It is mandatory for bidders that they should quote the price for Total Cost of Providing Services.**
- **Lowest One (L-1) will be decided for Consultancy Services.**
- **Its UPLC’s sole discretion to award the contract.**

Selection of Agency to Provide Independent Engineers for “Development of IT City - SEZ at Lucknow on PPP Basis”

**Annexure VIII: FORMAT OF PROFORMA OF BANK GUARANTEE TOWARDS
PERFORMANCE SECURITY
PERFORMANCE GUARANTEE**

(To be executed on an **On Non-Judicial Stamp Paper of Rs 100/-** by the successful Bidder)

(In case of Consortium, lead partner Company will submit the PBG)

To,
Managing Director
U.P. Electronics Corporation Ltd.
10, Ashok Marg, Lucknow.

WHEREAS.....(name and address of the consultancy firm) (hereinafter called “the Independent Engineer”) has undertaken, in pursuance of contract no..... datedto provide consultancy services mentioned in this RFP (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the Independent Engineer shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract.

AND WHEREAS we have agreed to give the Independent Engineer such a bank guarantee.

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Independent Engineer, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Independent Engineer shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change,

Selection of Agency to Provide Independent Engineers for “Development of IT City - SEZ at Lucknow on PPP Basis”

addition or modification.

This guarantee shall be valid until the day of, 20.....

.....(Signature of the authorised officer of the Bank)

..... Name and designation of the officer

.....

Selection of Agency to Provide Independent Engineers for “Development of IT City - SEZ at Lucknow on PPP Basis”

Annexure IX: FORMAT OF AGREEMENT

(To be executed on an **On Non-Judicial Stamp Paper of Rs 100/-** by the successful Bidder)

(In case of Consortium, authorized signatory of all partner companies will sign)

This agreement is made thisday of**2025** at Lucknow between M/s.....(name of the Independent Engineer Company selected through the bidding process against the RFP (RFP Ref. No. _) for **“SELECTION OF AGENCY TO PROVIDE INDEPENDENT ENGINEERS FOR “DEVELOPMENT OF IT CITY - SEZ AT LUCKNOW ON PPP BASIS”**” referred to as the “First Party”, which expression shall include his heirs, executors and administrators/their successors and M/s U P Electronics Corporation Limited, 10, Ashok Marg, Lucknow (in short UPLC), referred to as the “Second Party”, through Managing Director, U P Electronics Corporation Limited, Lucknow, hereinafter include his successors and assignees.

That WHEREAS the First Party will provide consultancy services in accordance with all the terms and conditions contained in the Tender (RFP Ref. No. _____) and also the terms and conditions contained in the subsequent corrigendum and WorkOrder to be issued by the Second Party to First Party and the same shall be binding on the First Party and shall be the integral part of this agreement.

In Witness Thereof The Above-Mentioned Parties Have Put Their Signatures On This.....Day OfTwo Thousand and Twenty Five.

Authorized Signatory of “First Party”	Authorized Signatory “Second Party”
Signature:	Signature:
Name:	Name:
Designation:	Designation:
Address:	Address:
Date:	Date:
Witness for “First Party”	Witness for “Second Party”
Signature:	Signature:
Name and Designation:	Name and Designation:
Address:	Address:
Date:	Date: