

INTERNATIONAL CONVENTION AND EXHIBITION CENTRE LTD.

REQUEST FOR QUALIFICATION CUM PROPOSAL

FOR

**"Supply, Installation, Testing and Commissioning (SITC) of
Kitchen Equipment in Exhibition Hall 1 & Convention Centre at
IICC Dwarka, New Delhi, on TURNKEY Basis"**

EMPLOYER:

IICC Limited

8th floor, Tower 1, Jeevan Bharti Building, Connaught Place
New Delhi -110001

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Section 01: Notice Inviting Tenders

**Request for Qualification (RfQ) cum Request for Proposal (RfP) for Supply, Installation, Testing and Commissioning of Kitchen Equipment in Exhibition Hall 1 & Convention Centre at IICC Dwarka, New Delhi, on TURNKEY Basis
(Ref No: IICC/2021/03/001)**

IICC is inviting Tender for the Works of Supply, Installation, Testing and Commissioning (SITC) of Kitchen Equipment in Exhibition Hall 1 & Convention Centre at IICC Dwarka, New Delhi on "TURNKEY" Basis. The salient features of the project, eligibility criteria and prescribed formats for submission can be accessed in the RFQ cum RFP document uploaded on the website: www.nicdc.in/tenders or from Central Public Procurement Portal (<http://eprocure.gov.in>).

Interested applicants are requested to submit their responses to the RFQ cum RFP online at Central Public Procurement Portal on or before 03rd May 2021, 1500 Hrs. The RFQ cum RFP submissions will necessarily have to be accompanied with a non-refundable processing fee in the form of Demand Draft of INR 1,00,000/- (Indian Rupees One Lakhs only) plus GST@18% in favour of "India International Convention and Exhibition Centre Limited", payable at New Delhi, India.

Applicant who wish to participate in online bidding will have to procure digital certificate as per IT Act, 2000 to sign their electronic bids. Offers which are not digitally signed will not be accepted. Applicant shall submit their offer in electronic form at on CPP Portal only.

India International Convention and Exhibition Centre Ltd

8th floor, Tower 1, Jeevan Bharti Building,
Connaught Place, New Delhi -110001

Tel No: 011-26118884-8; Fax: 011-26118889 CIN: U45400DL2008PLC172316

Email: iiccdwarka@gmail.com

Section 02: Disclaimer and Instructions to Bidders for E-Tendering

DISCLAIMER

1. This RFQ cum RFP document is neither an agreement nor an offer by the India International Convention and Exhibition Centre Limited (IICC). The purpose of this RFQ cum RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFQ cum RFP.
2. IICC does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFQ cum RFP document and it is not possible for IICC to consider particular needs of each party who reads or uses this RFQ cum RFP document. This RFQ cum RFP includes statements which reflect various assumptions and assessments arrived at by Employer in relation to this tender. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each prospective Bidder should conduct its own investigations and analyse and check the accuracy, reliability and completeness of the information provided in this RFQ cum RFP document and obtains independent advice from appropriate sources.
3. IICC will not have any liability to any prospective Construction Company/ Firm/ Consortium or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFQ cum RFP document, any matter deemed to form part of this RFQ cum RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of IICC or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment. IICC will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon any statements contained in this RFQ cum RFP.
4. IICC will not be responsible for any delay in receiving the proposals. The issue of this RFQ cum RFP does not imply that IICC is bound to select the Bidder or to appoint the Selected Bidder, as the case may be, for this tender and IICC reserves the right to accept/reject any or all of proposals submitted in response to this RFQ cum RFP document at any stage without assigning any reasons whatsoever. IICC also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFQ cum RFP Bid.
5. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. IICC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. IICC reserves the right to change/ modify/ amend any or all provisions of this RFQ cum RFP document. Such revisions to the RFQ cum RFP/ amended RFQ cum RFP will be made available on the website of IICC.

Instructions to Bidder for e-Tendering

A. Enrolment process on the Tender web-site

- Bidders are required to enrol on the e-Procurement module of the Central Public Procurement (CPP) Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online Bidder Enrolment". Enrolment on the CPP Portal is free of charge.
- As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (DSC) - (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India, with their profile.
- Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.

B. Tender search

- There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Favourites' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

C. Preparation of bids

- Make folders with the name of the tender number so as to identify the folders easily during the bid document uploading.

- File and Folder name should not contain any special characters (&, #, etc.) or space in between.
- Download the tender document, ITB (Instruction to Bidders) of the required tender in that folder.
- Scan the Bid Security Declaration form for offline submission if any.
- In the case of offline payment, the details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the bid submitted will not be acceptable.
- Scan and keep ready Pre-qualification documents like life certificates, PAN etc. if any.
- Prepare the technical bid document and then convert into PDF.
- Prepare the Price Bid i.e. fill up required figures in the downloaded word document. The Price Bid file with the same name has to be uploaded while uploading the financial bids. If there is any change in Name, it may not get uploaded or give an error.
- Keep all the documents in the same folder for the easy bid document upload.
- The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. It will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date. For any clarifications from the TIA (Tender inviting authority), the bid number can be used as a reference.

D. Submission of bids

1. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document. Offers which are not digitally signed will not be accepted. Applicant shall submit their offer in electronic format on CPP Portal only.
3. Deleted.
4. The Price Bid format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the Price bid file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should

save it and submit it online, without changing the filename. If the Price bid file is found to be modified by the bidder, the bid will be rejected.

5. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
6. All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done.
7. Any document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers / bid-openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
9. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

E. Password maintenance

- The length of the password should be of 8 to 32 characters.
- The password should be of any English lowercase and uppercase (a-z and A-Z) characters.
- The password must contain at least one number between 0-9.
- The password must contain at least one special character from these [! @ # \$ ^ * _ ~]
- Sample password is just like Admin123\$, India2000#, etc.

F. About DSC

- Digital Signature Certificates (DSC) is the digital equivalent (that is electronic format) of physical paper certificates.
- Like physical documents are signed manually, electronic documents, for example e-forms are required to be signed digitally using a Digital Signature Certificate. Transactions that are done using Internet if signed using a Digital Signature certificate becomes legally valid.

- Bidders have to procure Class 2 or 3 signing certificates only. Only Class 2 or 3 is valid for e-tendering purpose.
- The Certifying Authorities are authorized to issue a Digital Signature Certificate with a validity of one or two years. The maximum period for which the DSC is issued is only two years. On the expiry of the term, the Digital Signature Certificate can be revalidated by paying the fees again.
- Digital Signatures are legally admissible in a Court of Law, as provided under the provisions of IT.
- Digital Signature Certificate (DSC) is not required by Companies but by individuals. For example, the Director or the Authorized signatory signing on behalf of the Company requires a DSC.
- Each user logs in to the tender site thro' the secured log in by giving the user id/ password allotted during registration & then by giving the password of the DSC. The DSC password will get locked if successively wrong password is given many times.

G. DSC providers for Private firms

- A licensed Certifying Authority (CA) issues the digital signature. Certifying Authority (CA) means the authority that has been granted a license to issue a digital signature certificate under Section 24 of the Indian IT-Act 2000.
- The vendors like TCS (www.tcs-ca.tcs.co.in), Sify, MTNL, nCode (dsc@ncodesolutions.com), e-Mudhra (www.e-mudhra.com) are issuing DSC's for bidders.
- The time taken by Certifying Authorities to issue a DSC may vary from three to seven days.

H. Advantage of "My Space" on CPP Portal

- The bidder can upload Non-Sensitive frequently asked documents prior at any point of time once he logs in to the Bid. These are not encrypted.
- These can be anything like GST, PAN Certificate, VAT Certificate, Equipment Details, Manpower Details, Copies of Balance Sheet of last few years, Details of quantity of work executed etc.
- In some cases, the TIA might have uploaded a format while in many cases it may just be a scanned copy of the original which needs to be uploaded.
- This will avoid repeated upload of common documents and also save space and time.

I. System requirements

- Windows XP with latest service pack

- Loaded IE 7.0 or above
- Loaded JRE 1.6 or above
- Antivirus Software with latest definition.
- Internet connectivity
- Scanner to scan the documents if required
- Printer and PDF Creator.

J. Assistance to Bidders

- Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.
- For any technical queries for online-submission please call the 24x7 Helpdesk numbers of E-procure. The Helpdesk numbers +91120-4200462/ 4001002/ 4001005 +918826246593, email: support-eproc@gov.in

K. Preparation & Submission of BIDs:

- Detailed tender documents for RFQ cum RFP may be downloaded from e-tender portal of the Employer from the dates as per "Important Information" and tender may be submitted online following the instruction appearing on the screen. A manual containing the detailed guidelines for e-tendering is also available on e- tender portal of the Employer.
- The following documents shall be prepared and scanned in different files (in PDF or ZIP or JPEG format) and uploaded during the online submission of BID. The scanning of the pages to be uploaded shall be done in not more than 100 dpi. The documents as per **Clause 4.7.5** of RFQ cum RFP shall also be submitted in "ORIGINAL" to The India International Convention and Exhibition Centre IICC before the prescribed date & time for submission of BIDs.

Technical Bid

- (Letter comprising the Technical BID) Appendix-I;
- Power of Attorney for signing the BID as per the format at Appendix-II;
- if applicable, Power of Attorney for Lead Member of Joint Venture as per the format at Appendix-III of RFQ cum RFP;
- if applicable, Joint Venture as per the format at Appendix-IV of RFQ cum RFP
- Certificates in accordance with Appendix-I (all annexure)
- Copy of Bid Security Declaration Form.

- (g) Copy of tender processing fee of **Rs.1,00,000/-** (Rupees One Lakhs only) + Applicable GST in the form of DD in favour of "India International Convention and Exhibition Centre Limited" payable at "New Delhi".
- (h) Registration copies of GST
- (i) Integrity pact as per Appendix-VII
- (j) Non-Disclosure Agreement as per Appendix-VIII

Financial Bid

- (a) Letter comprising the Financial Bid - Appendix-I B
- (b) Price Bid- Appendix-I B Annex- I

Section 03:

Introduction

Section 03: Introduction

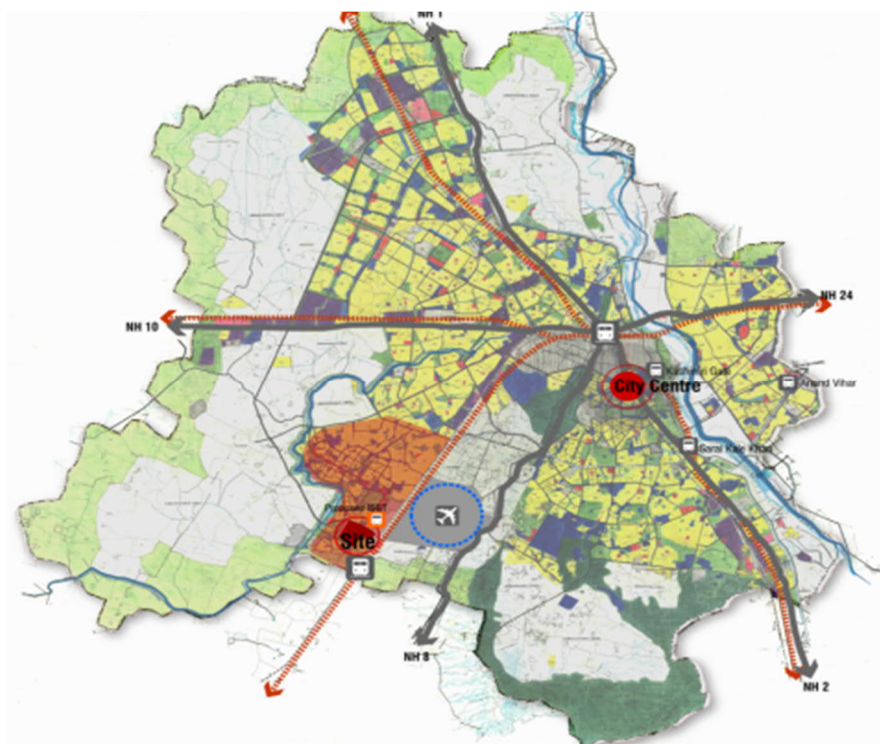
3.1 Background

The India International Convention and Expo Centre (IICC) is envisioned as a “World Class”, transit oriented, mixed use district, providing one of the largest facilities of Convention and Exhibition in India and Asia.

This IICC District is an anchor project situated in National Capital Region (NCR) and will act as a catalyst for growth of MICE Industrial development in the Country. The IICC will facilitate National and International conferences, exhibitions and meetings, attracting visitors and business across the India.

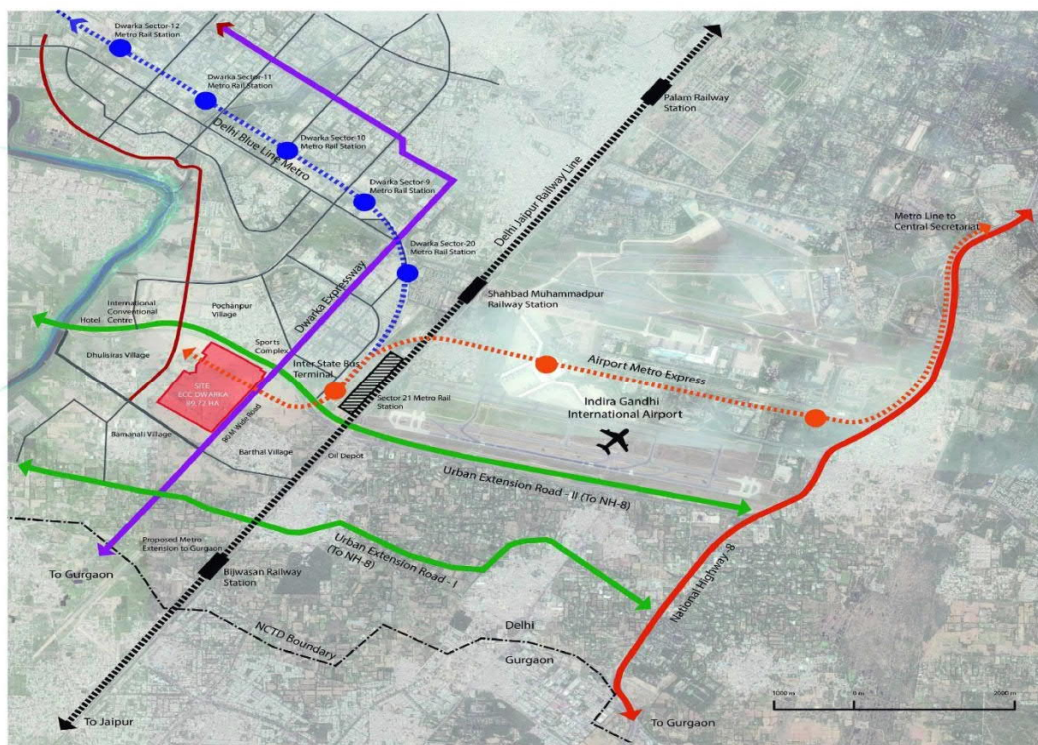
The project is planned at Sector 25, Dwarka, New Delhi, approximately 11kms from IGI Airport by road and well connected to Metro and road links. The site is 89.72Ha in a well-developed area in western end of Delhi adjoining the Millennium city of Gurgaon.

IICC is inviting Tender for the “Supply, Installation, Testing and Commissioning of Kitchen Equipment in Exhibition Hall 1 & Convention Centre at IICC Dwarka, New Delhi, on Turnkey Basis.”



Location map of IICC

The proposed site is located in between a 100 m wide UER-II (Urban Extension Road-II on north) and the proposed 80m wide UER-I (Urban Extension Road-I on south) connecting NH-1, 8 and 10. An 80m wide road (Dwarka Expressway) in between Sector 25 and 26 is proposed to be built by NHAI connecting UER-I & UER-II.



Project Description

The project “India International Convention & Expo Centre” (IICC) site is located in Sector 25 of Dwarka, the Sub City within National Capital Territory of Delhi. The site is flanked by Dwarka Expressway towards its East, Urban Extension Road II towards North, Master Plan Green towards South and mix of un-acquired land and commercial land towards west. There are 3 access road to the complex from 60mts wide arterial road towards West of the site.

Project Background

The Department of Industry Policy and Promotion (DIPP) through India International Convention and Exhibition Ltd (IICC Ltd) is coming up with a State of-the-Art, largest International Exhibition and Convention Centre in Delhi. The proposed project is planned over 89.72 Hectare of land in Sector 25 Dwarka, New Delhi. This Complex will comprise of world class infrastructure facilities related to trade promotions activities, conventions, conferences, exhibitions, corporate meetings, specialized events etc.

The facilities will be at par with the best in the industry worldwide, in size and ambience; offering an efficient and quality setting for International as well as National meetings, Conferences, Exhibitions and Trade shows. The project is envisioned to be on a scale of a

Central Business District (CBD) with supporting retail space, commercial office space, hospitality, and entertainment and lifestyle opportunities for end-users.

The quality of businesses, facilities and lifestyle amenities provided will determine the positioning of the IICC and play an important role in attracting National and International events to locate here. The IICC development will therefore consist of a best-in-class Exhibition and Convention Center facility and supporting Hospitality and commercial district facilities as part of the overall mixed-use development.

The proposed development over 89.72 Ha. of site with a FAR of 120 will include Exhibition space, Convention area, Star hotels, commercial office and retail space and a multi-purpose Arena. This IICC District will be an anchor project within the National capital and will act as a catalyst in growth of Industrial development in the Country.

The project also has a dedicated metro station which is located on an extension of the Airport High Speed Metro corridor. The design and construction of all metro related infrastructure is being undertaken by Delhi Metro Rail Corporation (DMRC). The station and metro corridor within the site is underground.

Detailed Design, Construction, Testing & Commissioning of India International Convention & Expo Centre at Sector 25, Dwarka, New Delhi (Phase -1) is on EPC Basis. All support infrastructure including utilities and amenities required to make this complex functional in complete is to be built in Phase 1 on EPC basis. Mixed use Development is planned to be developed in PPP mode in phase1 and 2 both.

The project has already been accorded approval from Environment Appraisal Committee, Ministry of Environment and Forest. Consent to Establish from Delhi Pollution Control Committee (DPCC) and transportation plan from UTTIPEC is already obtained. Dedicated connections from Dwarka Expressway and Urban Extension road have been approved by National Highway Authority of India (NHAI) and all related infrastructure provisions are being finalized for execution. The complex will have municipal water supply from Delhi Jal Board and power supply from BSES. IICC has already sought related approvals.

The project is being developed in two phases viz Phase -1 and phase -2. The present development is under Phase -1 which consists of developing two exhibition halls (Exhibition Hall 1 & 2), convention Centre and the entire infrastructure of the project and in particular related to Phase 1 development.

3.2 Project Objectives

The IICC invites bids from the qualified bidders for providing and installing Kitchen Equipment in Exhibition Hall 1 & Convention Centre.

3.3 Brief Description of the Bidding Process

- 3.3.1 The Employer has adopted a Two Bid System (collectively referred to as the "Bidding Process") for selection of the bidder for award of the Project. Under this process, the bid shall be invited under two parts. Eligibility and qualification of the Bidder will be first examined based on the details submitted under first part (Technical Bid) with respect to eligibility and qualifications criteria prescribed in this RFQ cum RFP. (The "Bidder", which expression shall, unless repugnant to the context, include the members of the Joint Venture). Prior to making the Bid, the Bidder shall pay to the Employer a sum of Rs.1,00,000 /- (Rupees One Lakhs Only) the bidder is required to submit along with its Bid, a bid securing declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of time specified in the request for bids document from being eligible to submit Bids for contracts with the entity that invited the Bids. The Financial Bid under the second part shall be opened only for those Bidders whose Technical Bids are responsive to eligibility and qualifications requirements as per this RFQ cum RFP.
- 3.3.2 The Bidding Document as uploaded can be viewed and downloaded free of cost by anyone including intending bidder. But the tender can only be submitted after uploading the mandatory scanned documents such as:
- a) Demand Draft / Pay Order towards cost of tender processing fee,
 - b) Bid Security Declaration Form & All other documents shall be as per Notice Inviting e-tender / RFQ cum RFP
- 3.3.3 Interested bidders are being called upon to submit their Bid in accordance with the terms specified in this Bidding Document. The Bid shall be valid for a period of not less than 180 days from the date specified in **Clause 3.4** for submission of BIDs (the "Bid Due Date").
- 3.3.4 Method of Selection: The Employer will select the applicant whose bid is technically responsive and who will quote the lowest amount for the said works. The detailed description of the works (Scope of work) to be carried out is enclosed at "Section 8 – Broad Scope of work".

3.4 Data Sheet

- | | | |
|---|---|--|
| 1. Name of Employer | : | India International Convention and Exhibition Centre Limited |
| 2. Name of Work | : | Supply, Installation, Testing and Commissioning of Kitchen Equipment in Exhibition Hall 1 & Convention Centre at IICC Dwarka, New Delhi, on TURNKEY Basis. |
| 3. Estimated Cost of Works
(This estimate however, is given merely as a rough guide) | : | Rs.12,50,00,000/- (Inclusive of all the Taxes and Duties) |
| 4. BID Security | : | NIL |
| 5. Bid Processing Fee | : | Rs. 1,00,000/- (Plus GST) |
| 6. Completion Time from the date of award | : | 150 days |
| 7. Date of uploading RFQ cum RFP | : | 23 rd March 2021 |
| 8. Last date of receiving queries | : | 1 st April 2021 |
| 9. Pre-bid Meeting | : | 6 th April 2021 (1100 Hrs) |
| 10. Employer's response to queries latest by | : | 21 st April 2021 |
| 11. Bid Due Date | : | 3 rd May 2021 (1500 Hrs) |
| 12. Physical Submission of Tender Documents/ Power of Attorney etc. | : | 3 rd May 2021 (1500 Hrs) |
| 13. Validity of bids | : | 180 days from Bid due date |
| 14. Commencement of Work | : | Within 01 day of date of LOA |

Section 04:

Instructions to Bidders

Section 04: Instructions to Bidders (ITB)

4.1 Scope of Bid

- 4.1.1 The Employer wishes to receive Bids for Selection of experienced and capable Contractor for the "Supply, Installation, Testing and Commissioning of Kitchen Equipment in Exhibition Hall 1 & Convention Centre at IICC Dwarka, New Delhi, on TURNKEY Basis including Defects Liability Period of 1 (One) years."

4.2 Eligibility of bidder

- 4.2.1 For determining the eligibility of Bidder for their qualification hereunder, the following shall apply:

- a) The Bidder may be a single entity or a group of entities (not exceeding 2 entities) coming together to implement the Project. However, the Bidder, applying individually or as a member of a Joint Venture, as the case may be, cannot be member of another group of entity. The term Bidder used herein would apply to both a single entity and a Joint Venture.
- b) A Bidder may be a company or a combination of companies with a formal intent to enter into a Joint Venture agreement or under an existing agreement to form a Joint Venture. A Joint Venture shall be eligible for consideration subject to the conditions set out in Clause 4.2.3 below.
- c) A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if: -
 - i. the Bidder, its Member or any constituent thereof and any other Bidder, its Member or any constituent thereof have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of the Bidder, its Member thereof (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, Member, as the case may be), in the other Bidder, its Member is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956/2013. For the purposes of this **Clause 4.2.1 (c)**, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control

- over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub – clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- ii. a constituent of such Bidder is also a constituent of another Bidder; or
 - iii. such Bidder, or any Associate thereof, receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member thereof; or
 - iv. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - v. such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Bid of either or each other; or
 - vi. such Bidder, or any Associate thereof, has participated as a consultant to the Employer in the preparation of any documents, design or scope and technical specifications of the Project.
- d) A Bidder shall be liable for disqualification, if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Agreement. In the event any such adviser is engaged by the selected Bidder or Contractor, as the case may be, after issue of the LOA or execution of the Agreement for matters related or incidental to the project, then notwithstanding anything to the contrary contained herein or in the LOA or the Agreement and without Prejudice to any other right or remedy or the Authority, including the forfeiture and appropriation of the Performance Security which the Authority may have there under or otherwise, the LOA or the Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Contractor for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFQ cum RFP. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

4.2.2 To be eligible for the bidding, the bidder, shall fulfil the following conditions of eligibility:

(A) Technical Capacity:

- (i) Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:
 - a. Three similar completed works each costing not less than the amount equal to 40% of estimated cost (Rs. 5,00,00,000/-). or
 - b. Two similar completed works each costing not less than the amount equal to 50% of the estimated cost (Rs. 6,25,00,000/-). or
 - c. One similar completed work costing not less than the amount equal to 80% of the estimated cost (Rs. 10,00,00,000/-).

For arriving at cost of similar work, the value of work executed shall be brought to current costing level by enhancing the actual value of work at simple rate of seven percent per annum, calculated from the date of completion to the date of Bid submission.

Substantial completion shall be based on 80 (eighty) per cent (value wise) or more works completed under the contract.

- (ii) "Similar Works" shall mean – SITC of Kitchen Equipment including, but not limited to, on Turnkey/Item Rate/ Supply basis for a Public/ Commercial buildings/ Hotel/ Exhibition/ convention centre/ Airports / Stadiums/ School etc. building of reputed organizations/ departments in last 7 (Seven) years. A copy of completion certificates must be enclosed with the bid.

(B) Financial Capacity:

- (i) Average annual turnover during last three financial years ending 31st March of the previous financial year i.e. FY 2019 - 2020, should be at least (50%) of estimated cost (Rs. 6,25,00,000/-). The Bidder should submit attested copies of Balance sheet and auditor's report / CA Certificate for the Financial Year viz FY 2017 – 18, FY 18 – 19 and FY 2019 – 20.
- (ii) Net Worth: The Bidder shall have a minimum Net Worth (the "Financial Capacity") 30% of Estimated Cost of Rs. 3,75,00,000/- at the close of the preceding financial year i.e. FY 2019 - 20.

For the purposes of this RFQ cum RFP, net worth (the "Net Worth") shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the

audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

All the above items should be certified by the Statutory Auditor / CA of the company.

4.2.3 In case of a Joint Venture (not exceeding 2 entities)

- (i) Requirement of Clause 4.2.2 (A) (i) & (ii) should be satisfied collectively by all JV members.
- (ii) The Technical and Financial Capacity of all the Members of Joint Venture would be taken into account for satisfying the above conditions of eligibility. Further, Lead Member shall meet at least 60% requirements of Financial Capacity required as per Clause 4.2.2 (B) and each of other JV members shall meet at least 30% requirement of Financial capacity as per Clause 4.2.2 (B). For avoidance of doubt it is further clarified that the Joint Venture must collectively and individually satisfy the above qualification criteria. JV as a whole shall cumulatively / collectively fulfil the 100% requirement.

4.3 Change in composition of the Joint Venture.

Change in the composition of a Joint Venture will not be permitted by the Employer during the Bid Stage and after the award of work till the scope is completed in all respects

4.4 Number of Bids and costs thereof

- 4.4.1 No Bidder shall submit more than one Bid for the Project. The Bidder applying individually or as a member of a Joint Venture shall not be entitled to submit another Bid either individually or as a member of any Joint Venture, as the case may be.
- 4.4.2 The Bidder shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bid Process. The Employer will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

4.5 Site visit and verification of information

Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to the risk, contingencies and other circumstances which may influence or affect their tender. A Bidder shall be deemed to have full knowledge of the site, whether he inspect it or not and no extra charges consequent on any misunderstandings or he inspect it or not and no extra charges consequent on any misunderstandings or otherwise shall be allowed. Concept Layout Plan is attached for reference.

The dimensions statement highlighted in the concept plan are indicative in nature only.

4.6 Acknowledgement by Bidder

- 4.6.1 Submission of a tender by a bidder implies that he has read this notice and all other contract documents and has made himself of the scope and specifications of the work to be done.
- 4.6.2 The Employer shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFQ cum RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Employer.

4.7 Right to accept or reject any or all Applications/ Bids

- 4.7.1 Notwithstanding anything contained in this RFQ cum RFP, the Employer reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Applications/ Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that the Employer rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

- 4.7.2 The Employer reserves the right to reject any Application and/ or Bid if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) The Bidder does not provide, within the time specified by the Employer, the supplemental information sought by the Employer for evaluation of the Bid.

If the Bidder is a Joint Venture, then the entire Joint Venture may be disqualified/ rejected. If such disqualification/ rejection occurs after the Bids have been opened and the Lowest Bidder gets disqualified/ rejected, then the Employer reserves the right to:

- (i) invite the next lowest Bidder to match the price bid of the first lowest bidder
- (ii) Take any such measure as may be deemed fit in the sole discretion of the Employer, including annulment of the Bidding Processes.

- 4.7.3 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, including the Defects Liability Period, that one or more of the bid conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Contractor either by issue of the LOA or entering into the turnkey Agreement, and if the Bidder has already been issued the LOA or has entered into the turnkey Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFQ cum RFP, be liable to be terminated, by a communication in writing by the Employer to the Bidder, without the Employer being liable in any manner whatsoever to

the Bidder and without prejudice to any other right or remedy which the Employer may have under this RFQ cum RFP, the Bidding Documents, the turnkey Agreement or under applicable law.

- 4.7.4 The Employer reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFQ cum RFP. Any such verification or lack of such verification by the Employer shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Employer thereunder.

4.7.5 Checklist for Submission

The Bidder shall submit the BID online along with other supporting scanned documents as mentioned below:

S. No.	Check List for Physical Submission of Technical Bid Documents to IICC Office	Attached	
		Yes	No
1	Bid Processing Fee Rs. 1,00,000/(Plus applicable GST) (non-refundable)		
2	BID Security Declaration Form		
3	Joint Bidding Agreement, if applicable		
4	Power of Attorney for Authorized Representative		
5	Power of Attorney for Lead Member of Joint Venture, if applicable		

S. No.	Check List for online submission of Technical Bid Documents	Attached	
		Yes	No
1	Tender Documents Duly Signed & Stamped		
2	(Letter comprising the Technical BID) <u>Appendix-I</u> ;		
3	Bid Processing Fee Rs. 1,00,000/(Plus applicable GST) (non-refundable)		
4	BID Security Declaration Form		
5	Power of Attorney for Authorized Representative		
6	Joint Bidding Agreement (if applicable)		
7	Power of Attorney for Lead Member of Joint Venture, if applicable		
8	Integrity Pact as per Appendix - VII		
9	Non-Disclosure Agreement as per Appendix-VIII		
10	Copy of PAN & GST		
11	Proof of average annual financial turnover of firm during last 3 years ending 31 st March 2020 (i.e. 2017-18, 2018-19& 2019-20) equal or more than 50% of the estimated cost. The copies of Balance sheet and auditor's report / CA Certificate for the Financial Year viz FY 2017 – 18, FY 18 – 19, FY 2019 – 20		
12	Proof of having successfully completed similar works during last 7 years ending last 31 st March 2020 (i.e. 2013-14,2014-15,2015-16, 2016-17, 2017-18, 2018-19& 2019-20) equal or more than as per following:		
	a. Three similar completed works each costing not less than the amount equal to 40% of the Estimated cost Rs. 5,00,00,000/-.		

S. No.	Check List for online submission of Technical Bid Documents	Attached	
		Yes	No
	b. Two similar completed works each costing not less than the amount equal to 50% of the Estimated cost Rs. 6,25,00,000/-.		
	c. One similar completed work costing not less than the amount equal to 80% of the Estimated cost Rs. 10,00,00,000/-.		
13	All the above certificates /documents shall be submitted by the firms duly signed with seal and uploaded online. The original shall be produced for verification as and when required.		

S. No.	Check List for online submission of Financial Bid Documents	Attached	
		Yes	No
1	Letter comprising the Financial Bid- <u>Appendix-I B</u>		
2	Price Bid - <u>Appendix-I B Annex- I</u>		

4.7.6 Physical Submission of Technical Bid Documents to IICC Office

Each of the documents to be submitted physically shall be placed in a sealed envelope and addressed to: The Employer's address details as given below:

ATTN. OF: MD & CEO
ADDRESS: India International Convention and
Exhibition Centre Ltd; 8th Floor, Tower-1, LIC,
Jeevan Bharti Building, Connaught Place,
New Delhi - 110001
FAX NO: +91-11-23317889
E-MAIL: iiccdwarka@gmail.com

4.7.7 If the envelopes are not sealed and marked as instructed above, the Employer assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Bidder.

4.7.8 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

4.8 Clarifications and Amendments to Tender Documents

4.8.1 Interested Parties may seek clarification on this tender document within 7 days from date of floating of tender document. Any request for clarification must be sent to below mentioned email address:

The Employer will endeavour to respond to all the queries.

4.8.2 Amendment of tender documents:

At any time prior to the deadline for submission of Bid, the Employer may, for any reason, whether at its own initiative or in response to clarifications requested by the Bidder, modify the RFQ cum RFP by the issuance of Addenda.

Any Addendum thus issued will be published only on the website <https://eprocure.gov.in/eprocure/app> and <https://www.nicdc.in/tenders>

In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Employer may, in its sole discretion, extend the Bid Due Date.

4.9 Preparation and submission of Bid

4.9.1 Language

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

4.9.2 Format and signing of Bid Application

The Bidder shall provide all the information sought under this RFQ cum RFP. The Employer will evaluate only those Bids that are received online in the required formats and complete in all respects and Bid Security declaration, Tender Document Fee, POA and are received in Hard copies. Incomplete and /or conditional Bids shall be liable to rejection.

4.9.3 Bid Due Date

Bids should be submitted online before 1500 hours IST on the Bid Due Date, and physical documents should be submitted at the address provided in the Data Sheet before 1500 hours IST on the Bid Due Date in the manner and form as detailed in this RFQ cum RFP. The Employer may, in its sole discretion, extend the Bid Due Date by issuing an Addendum uniformly for all Bidders.

4.9.4 Late Bids

Bids received by the Employer after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

4.10 Modifications/ substitution/ withdrawal of Bids

- 4.10.1 The Bidder may modify, substitute or withdraw its e- BID after submission prior to the BID Due Date. No BID shall be modified, substituted or withdrawn by the Bidder on or after the BID Due Date & Time.
- 4.10.2 Any alteration / modification in the BID or additional information supplied subsequent to the BID Due Date, unless the same has been expressly sought for by the Employer shall be disregarded.
- 4.10.3 For modification of e-BID, bidder has to detach its old BID from e-tendering portal and upload / resubmit digitally signed modified BID.
- 4.10.4 For withdrawal of BID, bidder has to click on withdrawal icon at e-tendering portal and can withdraw its e-BID.
- 4.10.5 Before withdrawal of a BID, it may specifically be noted that after withdrawal of a BID for any reason, bidder cannot re-submit the e-BID.

4.11 Evaluation Process

Evaluation of Technical Bids

- 4.11.1 Bids for which a notice of withdrawal has been submitted shall not be opened.
- 4.11.2 The Employer will subsequently examine and evaluate Bids in accordance with the provisions set out in this tender document.
- 4.11.3 Bidders are advised that qualification of Bidders will be entirely at the discretion of the Employer. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 4.11.4 Any information contained in the Bid shall not in any way be construed as binding on the Employer, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.
- 4.11.5 The Employer reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all bid (s) without assigning any reasons.
- 4.11.6 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Employer may, in its sole discretion, exclude the relevant project/similar work from computation of the Eligible Score of the Bidder.

4.11.7 In the event that a Bidder claims credit for an Eligible Project and such claim is determined by the Employer as incorrect or erroneous, the Employer shall reject such claim and exclude the same from computation, make a further deduction equivalent to the claim rejected hereunder. Where any information is found to be patently false or amounting to a material misrepresentation, the Employer reserves the right to reject the Application and / or Bid in accordance with the provisions of this tender document.

4.11.8 After evaluation of Technical Bids as per the Evaluation Criteria, the Employer will inform the technically responsive Bidders whose financial bids shall be opened. The Employer shall notify other bidders that they have not been technically responsive. The Employer will not entertain any query or clarification from Bidders who fail to qualify.

4.12 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the qualified Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Employer in relation to or matters arising out of or concerning the Bidding Process. The Employer will treat all information, submitted as part of Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Employer may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Employer or as may be required by law or in connection with any legal process.

4.13 Clarifications of Bids/ Shortfall Documents

4.13.1 To facilitate evaluation of BIDs, the Employer may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Employer for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

4.13.2 If the Bidder does not provide clarifications sought under **Clause 4.13.1** above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Employer may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Employer.

4.14 BID Security Declaration

4.14.1 As per ministry of Finance "Atmanirbhar Bharat Package 3.0" under Point no. 5. Support for Construction & Infrastructure. It has been mentioned that "EMD will not be required for tenders and will be replaced by Bid Security Declaration".

Accordingly, the Bidder has to sign and submit a Bid securing declaration accepting if the bidder withdraw or modify its bid during the period of validity i.e. not less than 180 (one hundred and eighty) days from the bid due date or if the bidder is awarded the contract and fail to sign the contract or submit a performance security before the deadline defined in Clause 4.14.2 & Clause 6.9.2, the bidder will be suspended for participation in the tendering process.

- 4.14.2 Within 7 (Seven) working days from the date of Letter of Award, the successful bidder shall furnish a performance security of 3% of Contract Value in accordance with the provisions and format given in the agreement.

4.15 Prices to be in Figures and Words

The BID shall be furnished in the format exactly as per **Appendix-I B Annex-I**, clearly indicating the BID amount in both figures and words, in Indian Rupees, and signed by the Bidder's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

In case, there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail, and the total shall be corrected. When there is a difference between the prices in figures and words, the price in words shall prevail.

Such discrepancy in an offer shall be conveyed to the Bidder by asking him to respond by a target date and if the bidder does not agree or rectifies the discrepancy, the same is liable to be rejected.

- a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
- b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- c) Whenever there is a difference between the Financial Quote (as submitted by the Applicant) and the corrected value (after arithmetic verification), the lower of the two values will prevail.

Section 05:

Criteria for Evaluation

Section 05:Criteria for Evaluation

5.1 Evaluation parameters

5.1.1 Only those Bidders who meet the eligibility criteria specified in Section 4, Clause No. 4.2 above shall qualify for evaluation under this Section 5. Bids of firms/ Joint Venture who do not meet these criteria shall be rejected.

5.1.2 The Bidder's competence and capability is proposed to be established by the following parameters:

- a) Technical Capacity
- b) Financial Capacity

5.2 Technical Capacity for purposes of evaluation

5.2.1 Eligible Experience in respect of each category shall be measured only for Similar Works submitted along with Completion Certificates.

For a work to qualify as an Eligible work for the similar work (**Clause 4.2.2**) category the Bidder should have executed the works fully during the last 7 (Seven) financial years immediately preceding the Bid Due Date submitted along with the Completion Certificate.

5.3 Financial information for purposes of evaluation

5.3.1 In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor / CA shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports / CA Certificate and Balance Sheet for last 3 (Three) financial years.

5.3.2 The Bidder must establish the minimum Financial Criteria specified in **Clause 4.2.2 (B) and Clause 4.2.3**, and provide details as per format at **Annex-II B of Appendix-I**.

5.4 Qualification of Bidders

5.4.1 The Bidders meeting the qualification requirements as per this RFQ cum RFP shall be notified officially after due verification of their credential information in support of qualification.

5.4.2 The bidder shall also upload the following documents along with the bid to enable the Employer to have an insight into the understanding of the tender and preparedness of the bidder toward the tender:

- a) Company profile: - The bidder should provide a company profile showcasing all the projects and works undertaken by it in the past with all the relevant information therein
- b) A proposal will be considered unsuitable and will be rejected at this stage if it does not respond to important aspects of Bidding Document.
- c) The technical evaluation as specified in this tender will be carried out only for those Applicants who submit the BID SECURITY declaration and tender fee as prescribed in this tender.

5.5 Opening of Financial Bid

- 5.5.1 Based on this technical evaluation, a list of technically qualified Applicants shall be prepared. Only the Financial Proposals of technically qualified Applicants will be opened. The Applicant quoting the lowest amount shall be preferred for award of project (the "Selected Applicant") while the second ranked Applicant will be kept in reserve.
- 5.5.2 The Financial Proposals will be opened publicly in the presence of Bidders' representatives who choose to attend. The name of the Bidder and the quoted prices will be read aloud and recorded when the Financial Proposals are opened. Evaluation Committee will determine whether the Financial Proposals are complete in all respects, unqualified and unconditional, and submitted in accordance with the terms hereof.

5.6 Selection of Bidder

- 5.6.1 The Bidder whose BID is adjudged as responsive in terms of provisions of this tender document and who quotes lowest price shall be declared as the selected Bidder (the "Selected Bidder").

If the Bid of the successful Bidder is seriously unbalanced in relation to the Employer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed.

In the event that the Employer rejects or annuls all the BIDs, it may, in its discretion, invite all eligible Bidders to submit fresh BIDs hereunder.

- 5.6.2 In the event that two or more Bidders quote the same BID price (the "Tie BIDs"), the Employer shall identify the Selected Bidder by the following criteria
 - i. The bidder who has executed more projects in last 7 (Seven) years will be considered as selected bidder.

- ii. In case of a tie, bidder qualify or does not qualify under above clause, then the bidder who has executed a larger value of contracts will be considered as the "selected bidder".

5.6.3 After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Employer to the Selected Bidder and the Selected Bidder shall, within 3 (three) working days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof.

5.6.4 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the bidder to execute the Agreement within a period of 10 working days from the issuance of LoA. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.

Section 06:

Special Conditions of Contract

Section 06: Special Conditions of Contract (SCC)

6.1 Order of Priority of Contract Documents

Where there is any conflict between the various documents in the contract, the following order of priority shall be followed i.e. a document appearing earlier shall override the document appearing subsequently:

- 1) Agreement
- 2) Letter of Acceptance of Tender
- 3) Special Conditions of the Contract
- 4) Broad Scope of work and Technical Specifications
- 5) General Conditions of Contract
- 6) Tender Drawings
- 7) Bill of Quantities
- 8) Relevant codes and Standards

6.2 Contract Agreement

The Contractor shall enter into and execute the Contract agreement in the form of agreement (Section: 10) within 10 working days from the date of issue of Letter of Acceptance. The stamp papers of the requisite value as per the prevailing laws shall be provided by the Contractor at his own cost. Original agreement shall be retained by the Employer and a certified copy shall be made available to the Contractor.

6.3 Contractor's Representative

When the Contractor is not in a position to be present, he shall keep responsible representative at site or work place during all working hours, who shall present himself to the Employer/Employer's Engineer, Employer's Engineer's Representative or their Assistants. The instructions and orders given to the Contractor's representative shall be deemed to have the same force as if they have been given to the Contractor. The Contractor should furnish the necessary Power of Attorney in favour of his representative for the purpose of this clause. Failure on part of the Contractor to comply with this provision shall constitute a breach of Contract and may lead to action under Clause 6.5.

6.4 Subcontracting

- 6.4.1 The Contractor may subcontract only upto 30% of the contract value. The Contractor shall not subcontract the whole of the works. The Contractor shall not subcontract any part of the works without the prior consent of the Employer's Engineer/ Employer in writing. Any such consent shall not relieve the Contractor from any of his liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his representative, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor.

- 6.4.2 Provided always that execution of specific works by petty contactors, or on piecework basis, under the personal supervision of the Contractor, shall not be deemed to be subcontracting under this clause.

6.5 Provisions of Efficient and Competent Staff

- 6.5.1 The Contractor shall employ and keep on the works at all times efficient and competent staff to give necessary directives to his workers to see that they execute works in a safe and proper manner. The Contractor shall employ only such supervisors and workmen as are capable, careful, and skilled.
- 6.5.2 The Contractor shall appoint and nominate key personnel, preferably an Architect and Kitchen Consultant, who will head the Contractor's design unit and shall be responsible for preparation of preliminary and detailed designs & shop drawings and their approval during execution from the employer.
- 6.5.3 The Employer/ Employer's Engineer shall be at liberty to object to and order the Contractor to remove forthwith from the works, any person employed by the Contractor in or about the execution of works or maintenance of works, who, in the opinion of the Employer's Engineer, mis-conducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the Employer's Engineer to be undesirable and such person shall not be employed again in the works without the written permission of the Employer's Engineer. Any person so removed from the works shall be replaced within 7 working days by a competent substitute.

6.6 Design and Execution Phase

The dimensions/ area statement highlighted in the concept plan are indicative in nature only. The Contractor will have to further develop the details and prepare the drawings in line with the Tender Drawings, BOQ and Specifications, broad scope of works.

The Design Phase shall immediately commence upon issuance of LOA to the Contractor. Contractor's submittals during Design Phase for the Scope of Works shall include the following stages: -

- i. Good for Construction Drawing (GFC) and Technical Data Sheet
- ii. Shop Drawings (SHD)
- iii. As-Built Drawings (ABD)

However, the approval for each stage shall be taken by the contractor from the Operator and then Employer's Engineer who shall duly communicate approvals or any comments therein with a period of 15 working days. If no response is received from Operator and Employer's Engineer within the stipulated period of 15 working days, the contractor shall move to the next stage however, the execution of the works shall only start after the approval of Employer's Engineer/ Employer.

6.7 Specifications and Drawings

6.7.1 The Contractor shall keep at site in good condition one copy of latest approved Specifications and Drawings and also such other Contract documents as may be necessary and make them available to the Employer/Employer's Engineer or his Representative at all reasonable times. Any specification & drawing shall not be used on any other work or communicated to a third party by the Contractor.

6.7.2 Adherence to Specifications and Drawings

The work shall be executed in perfect conformity with the specifications and drawings approved by the Operator/ Employer/ Employer's Engineer unless deviations if any are approved. If the Contractor does any work or part of work in a manner contrary to the specifications or drawings without the approval of the Operator/ Employer's Engineer, he shall bear all the costs arising there from including dismantling and reconstruction strictly in accordance with the specifications and drawings and shall be responsible for all the losses/delays to the Employer/Employer's Engineer.

6.7.3 Meaning & Intent of Specifications and Drawings

If any ambiguity arises as to the meaning and intent of any portion of the specifications and drawings or as to execution or quality of any work or material or as to the measurement of the works, the decision of the Employer/ Employer's Engineer thereon shall be final and binding.

6.8 Terms of Payment

Payment shall be made on account against the (Running Account) R.A. Bills only to be produced by the Contractor and verified by the Employer's Engineer / Authorized Officer of IICC. The R.A. Bills can be put up maximum once in a month as per the payment schedule.

Schedule of Completion of works and Payment Terms: The work shall be completed as per the following milestones. The payment shall be released against each item only on completion of the respective milestone or part thereof.

Payment Schedule

Payment shall be made as per the item executed by the Contractor and certified by the Employer's Engineer in accordance to Specification and price bid on a monthly basis subject to deductions and recoveries as per provisions of the contract.

Sr. No.	Deliverables Description	Payment Percentage
1.	Approval to GFC's, Shop drawings & Technical Data Sheets	5%
2.	Material Supply including all fixtures (to be released item and number wise)	50%
3.	100% Installation including all fixtures (to be released item and number wise)	35%
4.	After successful integrated Testing & Commissioning	10%

The above payment schedule shall be made in part of each items of Price Bid.

- 6.8.1 **Advance Payment:** - The Employer shall make an interest-bearing advance payment @ 10% simple interest per annum - (the "Advance Payment"), equal in amount to 10 (ten) percent of the Contract Value, for mobilization expenses and for acquisition of equipment. Advance Payment will be payable only after signing of contract and submission of an irrevocable and unconditional guarantee from a Bank for an amount equivalent to 110% (one hundred and ten per cent) of such instalment. Advance payment can only be claimed by the contract in only one instance.
- 6.8.2 The advance payment shall be repaid through percentage deductions from the stage payments determined by the Employer in accordance with stage payment schedule as per **Clause 6.8**, as follows:
- Deductions shall be made at the rate of 25% (Twenty Five percent) of each Payment as per payment schedule with interest until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid along with interest prior to the time when 75% (Seventy Five percent) of the Contract Value has been certified for payment.
- 6.8.3 If the Advance Payment has not been fully repaid prior to Termination under **Clause 7.68**, as the case may be, the whole of the balance then outstanding shall immediately become due and payable by the Contractor to the Authority. Without prejudice to the provisions of Clause 6.8.2, in the event of Termination for Contractor Default, the Advance Payment shall be deemed to carry interest at the rate of 10% (ten per cent) per annum from the date of Advance Payment to the date of recovery by encashment of the Bank Guarantee for the Advance Payment. For the avoidance of doubt, the aforesaid interest shall be payable on each instalment of the Advance Payment, regardless of whether the instalment or any part thereof has been repaid to the Authority prior to Termination.
- 6.8.4 Retention money shall be deducted from each running/ final bill of the contractor @ 5% (five per cent only) of the gross value of the Running Account/ final bill.

No interest shall be payable to the Contractor on the amount retained in cash towards retention money.

- 6.8.5 All applicable statutory deduction to be done by the Employer before release of any payment to the Contractor.

6.9 Performance Bank Guarantee

- 6.9.1 The Contractor shall, for the performance of its obligations hereunder during the Construction Period, provide to the Employer performance security, within **07 (Seven)** working days of the date of LOA. Performance Security may be furnished in the form of an Account Payee Demand Draft/ Bank Guarantee/ Fixed Deposit Receipt from a nationalized or commercial scheduled bank, issued/confirmed from the bank in an irrevocable and unconditional Guarantee in the form set forth in **Appendix-V** (the "Performance Security") for an amount equal to **3% (three percent)** of the Contract Value. The Performance Security shall be valid until 60 (sixty) days after the Defects Liability Period.

- 6.9.2 In the event the Contractor fails to provide the Performance Security within 07 (seven) working days of the date of LOA, it may seek extension of time for a period not exceeding 5 (five) days on payment of Damages for such extended period in a sum calculated at the rate of 0.5% (zero point five per cent) of the Contract Value for each day until the Performance Security is provided.

6.9.3 Extension of Performance Security

The Contractor may procure the extension of the validity of the Performance Security, as necessary, at least 2 (two) months prior to the date of expiry thereof. Upon the Contractor providing an extended Performance Security, the previous Performance Security shall be deemed to be released and the Employer shall return the same to the Contractor within a period of 7 (seven) business days from the date of submission of the extended Performance Security.

6.9.4 Appropriation of Performance Security

Upon occurrence of a Contractor's Default, the Employer shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Security as Damages for such Contractor's Default. Upon such encashment and appropriation from the Performance Security, the Contractor shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original level the Performance Security, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, and the Contractor shall, within the time so granted, replenish or furnish fresh Performance Security as aforesaid failing which the Employer shall be entitled to terminate the Agreement in accordance with **Clause 7.68 of GCC**. Upon replenishment or furnishing of a

fresh Performance Security, as the case may be, as aforesaid, the Contractor shall be entitled to an additional Cure Period of 30 (thirty) days for remedying the Contractor's Default, and in the event of the Contractor not curing its default within such Cure Period, the Employer shall be entitled to encash and appropriate such Performance Security as Damages, and to terminate this Agreement in accordance with **Clause 7.68 of GCC**.

6.9.5 Release of Performance Security

The Employer shall return Performance security after successful completion of the Defect Liability Period.

6.10 Retention Money

6.10.1 Retention Money:

Retention money shall be deducted from each running/ final bill of the contractor @ 5% (five per cent only) of the gross value of the Running Account/ final bill.

No interest shall be payable to the Contractor on the amount retained in cash towards retention money.

6.10.2 Release of Retention Money:

The Retention Money shall be released to the Contractor after preparation of final bill and acceptance of the same by the Contractor and after the expiry of the defect liability period specified in the Contract, reckoned from the date on which the Employer's Engineer shall have issued the Certificate of Completion comprising the whole of works. The retention money shall be released after all failures, defects, imperfections, shrinkages and faults have been rectified by the Contractor to the satisfaction of the Employer's Engineer and Defect Liability certificate is issued by the Employer's Engineer.

Upon occurrence of a Contractor's Default, the Employer shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to appropriate the relevant amounts from the Retention Money as Damages for such Contractor's Default.

6.11 Completion Period

The work is required to be completed within a period as specified in the 'Data Sheet' i.e. 150 days from the date of issue of letter of acceptance. The completion period indicated in the tender documents is for the entire work of planning, designing, supplying, installation, testing, commissioning, taking all statutory approvals/license and handing over of the entire system to the satisfaction of the Employer's Engineer.

6.12 Defects Liability Period

- 6.12.1 All equipment & works shall be guaranteed for a period of 12 months from the date of handing over to the Employer/Employers representative against unsatisfactory performance and/or break down due to defective design / installation / workmanship / material. The Contractor shall be responsible for removing all the defects, free of cost, of all the equipment or components, or any part thereof, during the defect liability period as specified in the Appendix to Tender by way of repair/ rectification / replacement. The turnaround time during the defect liability period would be a maximum of 48 hours.
- 6.12.2 In case it is felt by the Employer's Engineer that undue delay is being caused by the contractor in rectifying the defects, the same will be got done by the Employer's Engineer at the risk and cost of the contractor. The decision of the Employer's Engineer in this regard shall be final.
- 6.12.3 Any Guarantee provided by any of the Equipment manufacturer beyond 12 months of Defects Liability Period as per Clause 6.12.1 shall be directly transferred to the Employer without any cost.
- 6.12.4 If any equipment manufacturer providing Annual Maintenance Contract (AMC) of the Equipment supplied, shall be transferred to the Employer directly without any cost.
- 6.12.5 Contractor shall provide complete details of the equipment and of OEM's necessitated for entering into AMC wherever needed/desired by the Employer and provide the documentation like the PO and original conditions of supplies to contractor.

6.13 Programme of Work

The Contractor shall submit the programme for completion of work to the Employer's Engineer for his approval within 7 days from the date of receipt of letter of acceptance. Unless otherwise directed, the programme shall be in the form of Bar-Chart showing proposed execution of quantities of principal items of work. The programme shall be related to the capability of equipment proposed to be deployed and site conditions. The Contractor shall also provide in writing methodology for execution of major items of work as desired by the Employer's Engineer. The submission and approval of such programme shall not relieve the Contractor of any of his duties or responsibilities or obligations under the contract. The Employer's Engineer shall have full power and authority during the progress of work, to issue such instructions as may be necessary for the proper and adequate execution of the work.

6.14 Co-Ordination with Other Agencies

Work shall be carried out in such a manner that the work of other Agencies operating at the site is not hampered due to any action of the Contractor. Proper Co-ordination with other Agencies like the existing contractors working in IICC premises, IGL, BSES, DFS,

SDMC, etc. Suppliers of Bought out items that will be provided by the employer etc. will be Contractor's responsibility. In case of any dispute, the decision of Employer shall be final and binding on the contractor. No claim whatsoever shall be admissible to the contractor on this account.

6.15 Approvals

Obtaining approval from Delhi Fire Department with respect to the equipment installed, facilitate necessary documentation required for obtaining NOC and approvals for the complete execution of the works shall be deemed to be included in quoted rates and shall be the sole responsibility of contractor.

6.16 Base Rates

All the base rates if mentioned in the Contract are FOR site and includes applicable taxes, loading/unloading, lifting, transportation, installation, testing and commissioning etc.

6.17 Joint and several liability

If the Contractor has formed a Consortium of two or more persons for implementing the Project:

- a) these persons shall, without prejudice to the provisions of this Agreement, be deemed to be jointly and severally liable to the Employer for the performance of the Agreement; and
- b) the Contractor shall ensure that no change in the composition of the Consortium is affected without the prior consent of the Employer.

Without prejudice to the joint and several liability of all the members of the Consortium, the Lead Member shall represent all the members of the Consortium and shall at all times be liable and responsible for discharging the functions and obligations of the Contractor for the Contract Value. The Contractor shall ensure that each member of the Consortium shall be bound by any decision, communication, notice, action or inaction of the Lead Member on any matter related to this Agreement and the Employer shall be entitled to rely upon any such action, decision or communication of the Lead Member. The Employer shall have the right to release payments solely to the Lead Member and shall not in any manner be responsible or liable for the inter se allocation of payments among members of the Consortium.

6.18 Liquidated Damages

If the delay in the completion of the whole works or a part of the works, beyond stipulated completion period, is due to the Contractor's failure or fault, and the Employer's Engineer feels that the remaining works or the portion of works can be completed by the Contractor in a reasonable and acceptable short time, then, the Employer's Engineer may allow the

Contractor extension or further extension of time, for completion, as he may decide, subject to the following:

The contractor shall pay a penalty at rate of 0.25% (quarter percent) of the total Contract Value applicable for each day of delay in completion date or part thereof subject to a maximum of 10% of the total contract value.

6.19 Insurance

6.19.1 Depending on the nature of work, Contractor's All Risk (CAR) Policy shall be obtained by Contractor at his own cost as per the requirement. At the time of taking policy, possible time over-run, if any, may be taken into account in deciding the period/validity of the policy. The above insurance shall cover the risks normally covered under the CAR policy. Any item not covered under the above policy shall be the responsibility of the Contractor.

6.19.2 Before commencing of works, it shall be obligatory for the Contractor to obtain, at his own cost, insurance cover in the joint name of the Contractor and Employer from reputed companies under the following requirements:

- a) Liability for death of or injury to any person or loss of or damage to any property (other than the work) arising out the performance of the Contract.
- b) Machinery and Equipment brought to site by the Contractor.
- c) Any other insurance cover as may be required by the law of the land.

The Contractor shall provide evidence to the Employer/Employer's Engineer before commencement of work at site that the insurances required under the contract have been affected and shall within 30 days of the commencement date, provide the insurance policies to the Employer/Employer's Engineer. The Contractor shall, whenever, called upon, produce to the Employer's Engineer or his representative the evidence of payment of premiums paid by him to ensure that the policies indeed continue to be in force.

The Contractor shall also obtain any additional insurance cover as per the requirements of the Contract.

The Employer/Employer's Engineer shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or his sub-contractor or petty contractor. The Contractor shall indemnify and keep indemnified the Employer/Employer's Engineer against all such damages and compensation for which the Contractor is liable.

The Policies of the Contractor shall remain in force throughout the period of execution of the works and till the expiry of the defect liability period except for any specific insurance covers necessary for shorter period.

If the Contractor fails to effect or keep in force or provide adequate cover as acceptable to the Employer's Engineer in the insurance policies mentioned above, then in such cases, the Employer may affect and keep in force any such insurance or further insurance on behalf of the Contractor. The recovery shall be made at the rate of 1.5 times the

premium/premiums paid by the Employer in this regard from the payment due to the Contractor or from the Contractor's Performance Security. However, the Contractor shall not be absolved from his responsibility and/or liability in this regard.

6.20 Supply of Water and Electric Power

For the execution of the works, the Contractor shall be responsible for procuring of all power, water and other services that it may require. The Employer may facilitate in getting the Water and Electricity on a chargeable basis from the Existing EPC Contractor working in IICC premises. However, the Contractor shall be liable for Co-ordination from the existing Contractor for this purpose. The distribution of the same for the execution of works including proper lighting, ventilation etc. shall be the sole responsibility of the Contractor. No claims whatsoever made by the Contractor on this account shall be entertained at any cost by the Employer.

6.21 Implementation of Quality Management System

6.21.1 The Contractor shall follow and implement Quality Management System as per IS/ISO-9001 latest.

6.21.2 The Contractor shall execute the work following the safety policy of the Project which shall include providing safety equipment, safety shoes, helmets to all workers, erecting of safety barricades and displaying safety posters and instructions about awareness for safety.

6.21.3 The Contractor shall arrange timely calibration of all his measuring and testing equipment at his own cost from reputed laboratory and supply of calibration certificates to the Employer's Engineer.

6.21.4 The Contractor shall ensure maintenance and overhauling of all his plant and machinery to satisfy the requirements of IS/ISO-9001 latest.

6.21.5 The Contractor shall arrange to provide test certificates issued by manufacturers for materials supplied by him or arrange to test the materials at his own cost in a reputed laboratory and supply test certificates to the Employer's Engineer.

The Contractor shall implement full process control by issue of work instructions and check lists and maintaining latest drawings, specifications and codes.

6.22 Compliance to Public Procurement (Preference to Make in India), Order 2017

The contractor shall ensure strict compliance to PPP-MII Order 2017 and its subsequent amendments issued by Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India.

Also, all the guidelines pertaining to Government of India must be followed for procurement.

As per the order issued by Department for Promotion of Industry and Internal Trade (DIPP) Public Procurement (Preference to Make in India) P-45021/2/2017-PP(BE-II) dt. 04th June 2020 the purchaser reserves the right to give preference to the local supplier. A copy of this order is enclosed at Appendix – A which will form a part of this TED for evaluation and ranking of bids. A local supplier (definition of 'local supplier' is given in clause 2 of the aforesaid order of DIPP) has to submit the following along with their tender(s) failing which their bid will be evaluated without such preference mentioned in the DIPP order dated 04th June 2020.

- a. The 'Class-I local supplier' / 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier' / "Class—II local supplier", as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b. in cases of procurement for a value in excess of Rs 10 crores. the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

Section 07:

General Conditions of Contract

Section 07:General Conditions of Contract

7.1 Definitions

In the Contract, as herein after defined, the following word expressions shall have the meanings hereby assigned to them, except where the context requires otherwise.

- a) **" Employer or Owner"** means the India International Convention and Exhibition Centre Ltd., (IICC in abbreviation) acting through its CEO & MD or any other authorized officer and shall include their legal successors in title and permitted assignees.
- b) **"Employer's Engineer or Engineer in Charge or Employer's Engineer's Representative"** means the officer or TPI authorized by the Employer to act on his behalf and for the purpose of operating the contract.
- c) **"TPI or Third-Party Inspector"** means an independent Agency hired/engaged by the employer for supervision of works. For all practical purposes, the contractor would report to TPI for all day to day activities.
- d) **"Contractor/ Kitchen Vendor"** means the individual, firm, Company, Corporation or joint venture whether incorporated or not, who enters into the Contract with the Employer/Employer's Engineer, and shall include its heirs, executors, administrators, successors, legal representatives, as the case may be.
- e) **"Contractor's Representative"** shall mean the person responsible for execution of the contract who shall be so declared by the Contractor and who shall be authorized under a duly executed power of attorney to comply the instructions and to use, receive materials issued by the Employer's Engineer to the Contractor for works. He shall be capable of taking responsibility for proper execution of works.
- f) **"Sub-Contractor"** means the individual, firm, Company, Corporation, Joint Venture or Consortium, having direct Contract with the Contractor and to whom any part of the work has been sublet by the Contractor and shall include his heirs, his executors, administrators, successors, legal representatives, as the case may be.
- g) **"Other Contractors"** means the individual, firm, Company, Corporation, Joint Venture or Consortium employed by or having a Contract directly or indirectly with the Employer/Employer's Engineer other than the Contractor.
- h) **"Tenderer or Bidder"** means the individual, firm, Company or Corporation, Joint Venture submitting a bid/tender.
- i) **"EPC Contractor"** - means the Engineering Procurement Contractor (L&T) with whom the IICC has entered into an EPC Contract;

- j) "Operator" means KINEXIN which have been hired by IICC
- k) "PEAC" means the preliminary engineer and architecture consultant appointed in relation to the Project;
- l) "**Scheduled Bank**" means a bank included in the second schedule to the Reserve Bank of India Act, 1934, or modification thereto.
- m) "**Contract**" shall mean and include the, Agreement or Letter of Acceptance, the accepted Bill of Quantities and Rates, the General Conditions of Contract, Special Conditions of Contract, Appendix to Tender, Form of Bid, Instructions to the Tenderers, Drawings, Specifications and other Tender Documents.
- n) "**Tender or Bid**" means the offer (Technical and Financial) made by individual, firm, Company, corporation or joint venture for the execution of the works.
- o) "**Specifications**" means the specifications referred to in the Contract and any modification thereof or addition thereto, or as may from time to time be furnished or approved in writing by the Employer's Engineer.
- p) "**Drawings**" means the Concept Drawings annexed to the Contract or referred in it and shall include any modifications of such Drawings and further Drawings as may be issued or approved by the Employer's Engineer.
- q) "**Bill of Quantities (BOQ)**" means list of items of work, their quantities and rates.
- r) "**Original Contract Value**" means the sum stated in the letter of Acceptance/Contract Agreement.
- s) "**Contract Value / Contract Price**" means the original contract value subject to the adjustments in accordance with the provisions of the Contract.
- t) "**Temporary Works**" means all enabling works of every kind required for the execution of the works.
- u) "**Permanent Work(s)/ Work(s)**" means the works (other than temporary works) to be executed in accordance with the Contract or part/s thereof as the case may be and shall include extra or additional, altered or substituted items of work as required for performance of the Contract.
- v) "**Construction Plant**" means all machinery, appliances or things of whatsoever nature required for the execution, completion and maintenance of the works, but does not include material or other things intended to form or forming part of the permanent works.

- w) **"Site"** means the land and/or other places on, under, in or through which the works are to be carried out, and any other lands or places provided by the Employer/Employer's Engineer for the purpose of the Contract.
- x) **"Material/s"** means all equipment, components, fittings and other materials including raw materials, which form part of the permanent works.
- y) **"Test"** means such tests as prescribed in the Contract or by the Employer's Engineer or Employer's Engineer's Representatives, whether performed by the Contractor or by the Employer's Engineer or his Representative, or any agency approved by the Employer's Engineer.
- z) **"Approval or Approved"** means approval in writing including subsequent written confirmation of previous verbal approval.
- aa) **"Defect Liability Period"** means the specified period of defects liability from the date of completion of the work as certified by the Employer's Engineer.
- bb) **"Letter of Acceptance"** means the letter from the Employer to the Contractor, conveying acceptance of the Tender.
- cc)
 - i) **"Month"** means the Gregorian calendar month.
 - ii) **"Day"** means the calendar day.
 - iii) **"Time"** expressed by hours of the clock shall be according to the Indian Standard time.
 - iv) **"Tender Date"** means closing date fixed for receipt of tenders as per RFP or extended by subsequent notification.
- dd) **"Rupees"** (or Rs. in abbreviation) shall mean Rupees in Indian currency.
- ee)
 - i) **"corrupt practice"** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner, whatsoever, directly or indirectly, any official of the Employer who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning this Contract, or any official of the Government or the State Government etc before or after the execution thereof (including in course of performance under or pursuant to this Contract), at any time prior to the expiry of one (1) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Employer, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever,

whether during the Selection Process or after the issue of LOA or after the execution of this Contract, as the case may be, any person in respect of any matter relating to the Project or the LOA or this Contract, who at any time has been or is a legal, financial or technical adviser to the Employer in relation to any matter concerning the Project;

ii) **"fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;

iii) **"coercive practice"** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Employer under or pursuant to the Contract;

iv) **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the Employer with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

v) **"restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

7.2 Heading and Marginal Notes

The top heading and marginal notes given in the tender or Contract documents are solely for the purpose of facilitating reference and shall not be deemed to be part thereof and shall not be taken into consideration in the interpretation or consideration thereof.

7.3 Notices, consents, Approvals, Certificates and Determination

Wherever in the Contract provision is made for giving or issue of any notice, consent, approval certificate or determination, it shall be in writing and the words notify, certify or determine shall be construed accordingly.

7.4 Measurements and Arithmetic Conventions

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down

7.5 Singular, Plural and General

Words importing the singular only also include the plural and vice versa where the context requires. Similarly, words importing masculine gender also include the feminine gender.

7.6 Communication and Language of Contract

All notices, communications, references and complaints by either party to the Contract shall be in writing in English. Communication from only authorized representative of the Contractor shall be entertained.

7.7 Language of Contract

The Contract document shall be drawn up in English.

7.8 Laws Governing the Contract

The Contract shall be governed by the laws in force in India. Jurisdiction shall be of Delhi NCR.

7.9 Contractor's Understanding

The Contractor shall be deemed to have satisfied himself, before tendering, as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the Bill of Quantities, all of which shall except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution, completion and maintenance of works.

7.10 Communication Between Employer/Employer's Engineer and Contractor

7.10.1 Instructions in writing

Instructions given by the Employer's Engineer shall be in writing, provided that if for any reason the Employer's Engineer considers it necessary to give any instructions orally, the Contractor shall comply with such instructions. Confirmation in writing of such oral instruction given by the Employer's Engineer, whether before or after carrying out of the instructions, shall be deemed to be instructions within the meaning of this sub-clause.

The Contractor shall also be bound to carry out any instructions issued by Employer as confirmed by the Employer's Engineer.

7.10.2 All certificates, notices, written orders or letters, to be given by the Employer or the Employer's Engineer to the Contractor, shall be deemed to have been served, if the same are delivered to the Contractor or his authorised representative, or delivered or left at or posted to the given address of the Contractor or Contractor's registered office or principal place of business or communicated electronically. Such documents shall be deemed to have been received on the day they are left or delivered, or in the case of postal transmission, on the day they would ordinarily have reached but not exceeding 7 days from the date of posting inclusive of day of posting, in any case.

7.11 Notices to Employer and Employer's Engineer

All notices to be given to the Employer or to the Employer's Engineer, under the terms of the contract, shall be served by sending by Speed/Registered post or by delivering the same or electronically, to the respective nominated addresses.

7.12 Change of Address

Either party may change the nominated address by prior written notice to the other party.

7.13 Change in constitution of Firm

In case of any change in the constitution of Contractor's firm, the same shall forthwith be notified by the Contractor to the Employer's Engineer and the Employer.

7.14 Obligations of the Employer

7.14.1 The Employer shall, at its own cost and expense, undertake, comply with and perform all its obligations set out in this Agreement or arising hereunder. All communications relating to contract management, project management, design management up to handover on this project shall be submitted to the Employer's Engineer for final approval of Employer.

7.14.2 The Scope of the Project, Project Facilities, Specifications and Standards and the criteria for testing of the completed Works are for design and installation purposes however, the responsibility shall finally rest with the contractor.

7.14.3 The Employer shall ensure release of timely payments, advances, extra item approvals.

7.15 Duties of Employer's Engineer and Employer's Engineer's Representative

7.15.1 Duties and Authority of Employer's Engineer

The Employer's Engineer shall carryout the duties specified or implied in the Contract including issue of instructions, decisions, certificates and orders, as are specified in the contract, or necessary for the observance / administration of the Contract and expeditious and timely completion of the work.

7.15.2 Duties and authority of Employer's Engineer's Representative

The Employer's Engineer's Representative shall be responsible to the Employer's Engineer. His duties are to supervise the work and to test and examine any materials to be used or workmanship employed in connection with the works. He can issue day to day instructions to the Contractor in Site Order Book, which should be noted and complied by the Contractor. He shall have no authority to relieve the Contractor of any of his duties or obligations under the Contract, nor except as expressly provided hereunder or elsewhere in the Contract, to order any work involving delay or any extra payment by the Employer,

nor to make any variation of or in the works. He is authorized to measure the works for the purpose of payment.

7.16 Obligations of the Contractor

7.16.1 General Responsibility of the Contractor

The Contractor shall comply with the provisions of the Contract with due care and diligence to design (to the extent provided for in the Contract), execute, complete and maintain the works and remedy the defects in accordance with the provisions of the Contract. The Contractor shall provide all superintendence, labour, materials, plant, & Equipment and all other things, whether of a temporary or permanent nature, required in and for such design, execution, completion and maintenance of works and rectification of any defects, as directed by the Employer's Engineer or his Representative.

7.16.2 Site Operations and Methods of Execution:

The Contractor shall take full responsibility for the adequacy, stability and safety of all site operations and method of construction. Provided that the Contractor shall not be responsible for the design and specifications of Permanent works or for the design or specifications of any temporary works provided by the Employer's Engineer. Where the Contract expressly provides that part of the Permanent Works shall be designed by the Contractor, he shall be fully responsible for that part of such works, notwithstanding any approval by the Employer's Engineer.

7.16.3 Appraisal of Errors / Omissions in the Drawings:

The Contractor shall promptly inform in writing to the Employer's Engineer of any error, omission, fault and other defects, in the design, drawings or specifications for the works which are noticed while reviewing the Contract documents or in the process of execution of the works.

7.16.4 Compliance with Regulations and Bye-laws:

The Contractor shall comply with the statutory provisions relating to the works, regulations and by-laws of any local authority and undertaking, including those controlling the utilities such as water supply, sewerage, telephones, power supply, etc., in whose jurisdiction the work is to be executed. The Contractor shall be bound to give all notices required by statute, regulations or bye-laws, as aforesaid. It shall be the responsibility of the Contractor to arrange all necessary clearances and approvals from the concerned authorities or undertakings before the work is taken up. However, assistance, if any, may be provided by Employer/Employer's Engineer.

7.17 Commencement of Work

The Contractor shall commence the works within the time limit as specified in the Letter of Acceptance.

7.18 Access to Site of Work.

7.18.1 Access to Employer's Engineer

The Employer's Engineer or the Employer's Engineer's Representative, shall at all times have access to the works and to all workshops and places, where work is being performed and from where materials, manufactured articles or machinery are being obtained for the works, and the Contractor shall afford every facility and every assistance in obtaining the right to such access.

7.18.2 Access Road

The Contractor shall provide necessary access roads to the site of work, from the nearest public thoroughfare/right of way, at his own cost, unless otherwise provided for in the contract.

7.19 Setting Out

The Contractor shall be responsible for the true and proper setting out of the works using his own survey instruments, appliances and labour. If at any time during the progress of works, any error appears or arises in any part of the work, the Contractor on being required to do so by the Employer's Engineer, shall at once rectify such error, to the satisfaction of the Employer's Engineer. The Contractor shall also provide all necessary assistance in the form of labour and materials to Employer's Engineer or his representatives for checking the set out with his own instruments. The checking of any setting out, or of any line or level by the Employer's Engineer's representative shall not in any way relieve the Contractor of his responsibility for the correctness thereof. The Contractor shall carefully protect and preserve all bench marks, reference pillars, pegs, and other things used in setting out the works.

7.20 Temporary Works

- i) All temporary works necessary for the proper execution of the works shall be provided and maintained by the Contractor at his own cost. All detailed working drawings, design, design calculations and fabrication drawings for important temporary works as decided by the Employer's Engineer, shall be prepared by the Contractor at his own cost and forwarded to the Employer's Engineer at least 7 days in advance of actual constructional requirements for his approval. Such approval shall not, however, relieve the Contractor of any of his responsibility in connection with the temporary works.

- ii) When the temporary works are no longer required, the Contractor shall remove the same at his own cost. In the event of failure on the part of the Contractor to remove the temporary works, the Employer's Engineer will cause them to be removed and cost incurred for removal, supervision, and other incidental charges shall be recovered from the Contractor.

7.21 Indemnity by the Contractor

7.21.1 Indemnity against all actions of Contractor

The Contractor shall hold and save harmless and indemnify the Employer/Employer's Engineer and their employees, from all actions, suits, proceedings, loss, costs, damages, charges, claims, liabilities and demands of every nature and description brought against or recovered from the Employer/Employer's Engineer and their employees by reason of any act or omission, negligence and errors of the Contractor and /or his representative and/or his Employees and/or his sub-contractors in the execution of the works or in the guarding of the same. All the sums payable by Employer/ Employer's Engineer by way of compensation under any of these conditions, shall be recovered from the dues of the Contractor, without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

7.21.2 Indemnity against all Claims of Patent rights and Royalties

The Contractor shall hold and save harmless and indemnify the Employer, his officers and Employees from and against all claims and proceedings for or on account of infringement by the Contractor of copyright, any patent rights, design, trademark or name, secret process, patented or un-patented invention, articles or appliances manufactured or used for or in connection with the works and from and against all claims, proceedings, costs, damages, charges, and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall pay all royalties, taxes, rent and other payments or compensation, if any, for getting the materials required for the works and due fulfilment of the contract and indemnify Employer/Employer's Engineer against any claims in this regard.

7.22 Damage to Life and Property

The Contractor shall be responsible for all risks to works, nearby existing structures and life of his supervisors and workmen as also those of Employer or any trespassers from whatever cause in connection with the works until these are taken over by Employer/Employer's Engineer. The Contractor shall make good at his own expenses all loss or damages to life and property.

7.23 Safety of Public and Public Utilities

- i. Existing road or water courses or passage or staircases or any other utility shall not be blocked, cut through, altered, diverted or obstructed in any way by the Contractor, except

with the permission of the Employer's Engineer. All compensation claimed by any Department/Organization for any unauthorized closure, cutting through, alteration, diversion or obstruction to such roads or water courses by the Contractor or his staff shall be recovered from any moneys due to the Contractor.

- ii. During progress of work in any street or thoroughfare, the Contractor shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or thoroughfare and for any drainage. Water supply, sewer lines, Electrical and Telecommunication cables/wires etc. which may be interrupted by reason of execution of works shall be protected/diverted and maintained by the Contractor at his own cost. Barriers, lights and other safeguards as prescribed by the Employer's Engineer for the regulation of traffic including watchmen necessary to prevent accidents shall be provided by the Contractor at his own cost.
- iii. The Contractor shall be responsible for taking all precautions to ensure safety of the public utilities and public in the vicinity of works and shall post such watchmen at his own cost as may, in the opinion of the Employer's Engineer, be necessary to comply with the regulations applying to the work and to ensure safety.
- iv. Should the Contractor fail to implement the provisions as required in the above sub-clauses, the Employer's Engineer may provide necessary arrangements and the cost of the same shall be recovered from the Contractor's payments/dues.

7.24 Other Safety Provisions

7.24.1 Safety of Labour and others

The Contractor shall, at his own expense, arrange for the safety provisions as required by any law in force, in respect of the labour employed directly or indirectly for performance of the works, and shall provide all facilities in connection therewith.

7.24.2 Safety of works

The Contractor shall provide and maintain at his own cost, all lights, guards, signage, signalmen, fencing and watching arrangements when and where necessary, or as required by the Employer's Engineer for the protection of the works or for safety and convenience of those employed on works or of the public.

- 7.24.3 Mere observance of these precautions shall not absolve the Contractor of his liability in case of loss or damage to property, or injury to or death of any employee/labour of Contractor, Employer/Employer's Engineer or any member of the public.

7.24.4 Recovery of the cost from the Contractor

Should the Contractor fail to implement the provisions as required in the preceding Sub-Clauses 7.24.1 & 7.24.2, the Employer's Engineer may provide necessary arrangements and the cost of the same shall be recovered from the Contractor's payments/dues.

7.25 Care of Works

From the commencement of the work until completion, acceptance and final takeover of the works by the Employer's Engineer/ Employer, the Contractor shall take full responsibility for the care of all works including temporary works, materials, goods and equipment. In case any damage, loss or injury happens to the work or to any temporary works from any cause whatsoever, the Contractor shall at his own cost repair and make good the same so that on completion and at the time of final take over, the work shall be in good condition and in conformity in every respect with the requirements of the contract and the Employer's Engineer's instructions.

7.26 Dismantled Materials

The Contractor shall not use, sell or otherwise dispose of, or remove, except for the purpose of this Contract sand, clay, furniture, light fittings, air conditioners or any other substance or materials, which may be obtained from any excavation made or dismantling done. All such items shall be the property of the Employer. The Contractor may be permitted by the Employer's Engineer to use the same for the purpose of works on mutually agreed payment terms.

7.27 Work During Night

Unless specifically provided elsewhere in the Contract, the Contractor shall not carry out any work between sunset and sunrise without the prior permission of the Employer's Engineer. In case of any grave emergency or in order to avoid risk to property and life or to prevent damage to utilities or to restore them, work may be done at night also without the prior permission of the Employer's Engineer, but intimation to this effect should be sent to him immediately. Under any circumstances, no increase in rates or extra payment shall be admissible for the night work. The Contractor shall make adequate lighting and safety arrangements for night working. He shall also be responsible for any claim on account of any injury to or loss of life, of anyone, arising out of inadequate lighting, safety arrangements or due to any other failure of the Contractor.

7.28 Stores, Yards

The Contractor shall at his own expense provide and maintain store-houses and yards at such locations and in such numbers as in the opinion of the Employer's Engineer are necessary for carrying out the works. The Employer's Engineer and the Employer's Engineer's representatives shall have free access to the said storehouses and yards at

any time for the purpose of inspecting the stock of materials and plant so kept in hand. Any materials or plant which the Employer's Engineer may object to shall not be brought upon or used in the works and shall forthwith be removed from the storehouses or yards by the Contractor.

7.29 Materials and items to be provided by the Employer

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7.30 Tools, Plant and Equipment

Except for any specific item mentioned in the contract, the Contractor shall have to make his own arrangements, at his own cost, Plant, Machinery and Equipment required for execution and completion of all works to the entire satisfaction of the Employer's Engineer. This shall also include all other associated equipment, tools/tackles, spare parts, POL, consumables, stores, manpower as required for the execution of works.

7.31 Plant and Materials of The Contractor

Contractor's plant/materials at site to be exclusive to the work

All plant and materials brought on the site by the Contractor be deemed to be exclusively intended for the execution of the work or part of the work and the Contractor shall not remove the same without the permission of the Employer's Engineer till completion of work or part of work.

7.32 Removal of Constructional Plant/Materials from Site

Upon completion of the works, the Contractor shall remove from the site all the said constructional plant remaining thereon and unused materials belonging to the Contractor.

7.33 Loss or Damage to Constructional Plant/Materials

The Employer/Employer's Engineer shall not at any time be liable for the loss of or damage to any of the said constructional plant, temporary works or materials.

7.34 Assistance to Contractor for Re-Export of Plant

In respect of any constructional plant which the Contractor shall have imported for the purposes of the works, the Employer may assist the Contractor, where required in procuring any necessary government consent for re-export of such constructional plant by the Contractor after the completion of the works.

7.35 Assistance to Contractor for Customs Clearance

The Employer may assist the Contractor, where required, in obtaining clearance through the customs of constructional plant, material and other things required for the works. This shall not dilute in any way the Contractors' obligations and responsibilities under the contract.

7.36 Contractor to Keep Site Clear

During the progress of works, the Contractor shall keep the site reasonably clean and free from obstructions and shall store neatly construction plant and materials.

7.37 Health and Sanitary Arrangements for Workers

7.37.1 No quarters shall be provided by the Employer for the accommodation of Contractor or any of his staff employed on works within the Site Premises.

7.37.2 Provision of labour Camp

The Contractor, shall, at his own expense, make adequate arrangements for the housing, supply of drinking water, electricity, canteen and provision of latrines and urinals, for his staff and workmen employed for the work.

7.37.3 Compliance with Rules for employment of labour

The Contractor shall comply with all laws, bye-laws, rules and regulations in force, pertaining to employment of local or imported labour, and shall take all necessary precautions to ensure and preserve the health and safety of all staff/workmen, employed on the works directly or through petty Contractors or sub-Contractors.

7.37.4 Medical facilities at site

The Contractor shall, at his own cost, provide first aid and medical facilities at site as may be prescribed by the Employer's Engineer.

7.37.5 Use of Intoxicants

The Contractor shall also ensure that no labour or employee is permitted to work at the site in an intoxicated state or under the influence of any drugs or drinks.

7.38 Engagement of Labour

The Contractor shall make his own arrangements for the engagement of all labour, except as provided otherwise in the contract.

The Contractor shall not employ any labour below the age prescribed in any labour legislation, directly or through petty Contractors or sub-Contractors, for execution of the work.

7.39 Wages of Labour

7.39.1 Wages under relevant laws.

In dealing with labour and employees, the Contractor and his subcontractors (including piece rate and petty Contractors) shall comply fully with all prevailing laws and statutory regulations such as:

- i) Workmen's Compensation Act, 1923
- ii) Payment of Gratuity Act, 1972
- iii) Employees Provident Funds and Miscellaneous Provisions Act, 1952
- iv) Maternity Benefits Act, 1951
- v) Contract Labour (Regulations and Abolition) Act, 1970
- vi) Minimum Wages Act 1948
- vii) Payment of Wages Act 1936
- viii) Payment of Bonus Act 1965
- ix) Child Labour (Prohibition and Regulation) Act 1986
- x) The Buildings and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and Cess Act of 1996
- xi) The Factories Act 1948;

and other laws or Regulations framed by competent legislative authorities from time to time as may be applicable. In accordance with the various Acts and Regulations with all upto date amendments, the Contractor shall ensure that he and his subcontractors (including petty and piece rate Contractors) observe strictly interalia the following:

- a. Wages paid are not less than those prescribed.
- b. Wages and other dues are paid regularly and in time.
- c. Liens/licenses are obtained as required under any of the acts or regulations.
- d. Maintain prescribed records, submit necessary statements to authorities concerned and display required notices.
- e. Take prompt action on any instructions / directions from the authorities under various labour laws.

7.40 Reporting of Accidents Involving Labour

The Contractor shall be responsible for safety of all employees/labour employed by him on works, directly or through petty Contractors or sub-Contractors and shall report accidents, occurring on works to the Employer or his representative, and shall make every arrangement to render all possible assistance and to provide prompt and proper medical attention. In case of fatal accident, it will be Contractor's responsibility to report accident to police keeping the Employer informed of the same. The compensation for affected

workers or their relatives shall be paid by the Contractor in such cases with utmost expedition in accordance with the Workmen's Compensation Act.

7.41 Repair to Damages

The Contractor shall be responsible for rebuilding/ repairs of any damage by any reasons not attributable to the design defect (where design is supplied by Employer) during execution of works or Defect Liability Period. In case the Contractor is unable or unwilling to execute such repair works promptly, the Employer's Engineer may get the same done by engaging another agency or using labour, materials and resources as may be considered necessary and the cost of such remedial works shall be recovered from the Contractor's dues. The decision of the Employer's Engineer regarding reasons of the damage shall be final and binding.

7.42 Materials and Workmanship

7.42.1 Material and workmanship as per Specifications

- i. All materials and workmanship shall be as per the contract and in accordance with the Employer's Engineer's instructions and shall be subjected to such tests as the Employer's Engineer/Employer may direct. The Contractor shall provide all such assistance, instruments, machines, labour and materials required for examining, measuring and testing any work and materials used. The Contractor shall supply samples of material before incorporating in the works for testing as may be selected and required by the Employer's Engineer.
- ii. The sources of materials to be used in the works shall be intimated to the Employer's Engineer and are subject to his approval.

7.42.2 Supply of sample

All samples shall be supplied by the Contractor at his own cost.

7.42.3 Cost of tests of Materials and Workmanship

The cost of carrying out any tests in a reputed laboratory as acceptable to the Employer's Engineer shall be borne by the Contractor except for the materials to be supplied by the Employer.

7.43 Removal of Improper Materials and Works

- i. The Employer's Engineer shall have the authority to order in writing from time to time:
 - a. The removal from site within specified time, of any material, which in the opinion of the Employer's Engineer, is not in accordance with the Specifications and Conditions of the Contract.

- b. The substitution of defective material by approved quality material; and
 - c. The removal and proper re-execution, notwithstanding any previous decision or interim payment thereof, of any work which in respect of materials or workmanship is not, in the opinion of the Employer's Engineer, in accordance with the contract.
- ii. In case of default on the part of the Contractor in carrying out such order, the Employer shall be entitled to get the same done by engaging another agency or by deploying labour, materials and other resources. All such cost shall be recovered from the Contractor's dues.

7.44 Examination of Work Before Covering Up

No work or part of work shall be covered up or put out of view, without the prior approval of the Employer's Engineer or the Employer's Engineer's representative. If any work shall be covered up or put beyond the reach of inspection/measurement without the prior approval of the Employer's Engineer or Employer's Engineer's representative, the same shall be uncovered by the Contractor at his own cost.

7.45 Suspension of Works Ordered by The Employer's Engineer

The Contractor shall, on the order of the Employer's Engineer, suspend the works or any part thereof, for such time, and in such manner, as the Employer's Engineer may consider necessary, and shall during such suspension, properly protect and secure the works so far as it is necessary in the opinion of the Employer's Engineer.

The Contractor shall not be entitled to extra cost, if any, incurred by him during such suspension if such suspension is on account of weather conditions or requirement for execution of works or provided for in the Contract or for less than 30 days at a time for any other reason. The Contractor shall, however, be entitled for extension of time for completion of work as the Employer's Engineer may consider proper having regard to the period of suspension. However, if the suspension is ordered by the Employer's Engineer due to any default of the Contractor such as defective materials, workmanship etc., the Contractor shall not be entitled to any extension or extra cost incurred.

7.46 Delay and Extension of Contract Period

- 7.46.1 The time allowed for execution and completion of the works or part of the works as specified in the contract, shall be essence of the contract on the part of the Contractor.

7.46.2 As soon as it becomes apparent to the Contractor, that the work and / or portions thereof (required to be completed earlier), cannot be completed within the period(s) stipulated in the contract, or the extended periods granted, he shall forthwith inform the Employer/Employer's Engineer and advise him of the reasons for the delay, as also the extra time required to complete the works and / or portions of work, together with justification therefor. In all such cases, whether the delay is attributable to the Contractor or not, the Contractor shall be bound to apply for extension well within the period of completion/extended period of completion of the whole works and / or portions thereof.

7.46.3 Extension due to modifications

If any modifications are ordered by the Employer's Engineer or site conditions actually encountered are such, that in the opinion of the Employer's Engineer the magnitude of the work has increased materially, then such extension of the stipulated date of completion may be granted, as shall appear to the Employer's Engineer to be reasonable.

7.46.4 Delays not due to Employer/Contractor.

If the completion of the whole works (or part thereof which as per the contract is required to be completed earlier), is likely to be delayed on account of:

- a. Any force majeure event referred to in **Clause 7.60** or
- b. Delay on the part of other Contractors engaged directly by the Employer, on whose Progress the performance of the Contractor necessarily depends or
- c. Any relevant order of court or
- d. Any other event or occurrence which, according to the Employer's Engineer is not due to the Contractor's failure or fault, and is beyond his control;

The Employer's Engineer may grant such extensions of the completion period as in his opinion is reasonable.

7.46.5 Delays due to Employer.

In the event of any failure or delay by the Employer in fulfilling his obligations under the contract, then such failure or delay, shall in no way affect or vitiate the contract or alter the character thereof; or entitle the Contractor to damages or compensation thereof but in any such case, the Employer's Engineer shall grant such extension or extensions of time to complete the work, as in his opinion is / are reasonable.

7.46.6 Employer's Engineer's decision on compensation payable being final

The decision of the Employer's Engineer as to the compensation, if any, payable by the Contractor under this clause shall be final and binding.

7.46.7 Time to continue to be treated as the essence of contract in spite of extension of time.

It is an agreed term of the contract that notwithstanding grant of extension of time under any of the sub-clauses mentioned herein, time shall continue to be treated as the essence of contract on the part of the Contractor.

7.47 Death of Contractor / Partner

If the Contractor is an individual or a sole proprietary concern, and the individual or a sole proprietor dies, or if the Contractor is a partnership concern and one of the partners dies, in that case, unless the Employer/Employer's Engineer is satisfied that the legal representative of the individual Contractor or of the sole proprietor, as the case may be, or in the case of partnership firm, all surviving partners are capable of carrying out and completing the contract, the Employer/Employer's Engineer shall be entitled to rescind the contract as to its incomplete part. In that event, the Employer shall not be liable to pay any compensation to the legal heirs of the deceased Contractor and / or to the surviving partners of the Contractor's firm, on account of such cancellation of contract. The Employer's Engineer's decision as to whether the legal representatives of the deceased Contractor or surviving partners of the Contractor are capable of carrying on and completing the contract shall be final and binding on the parties. Provided further that the legal representatives of the deceased Contractor or the surviving partners shall also not be liable to pay any damages, alleged or actually suffered by the Employer, in respect of incomplete part of the contract. Any liability incurred by the deceased Contractor, or by the deceased partner of the contracting firm, before his death, shall be recovered from the legal representatives of the deceased Contractor or from the surviving partners of the said contracting firm as the case may be.

7.48 Employment of Retired Officers / Engineer of Employer.

No Officer/Engineer of the Employer is allowed to work as a Contractor or his employee for a period of two years after his retirement/resignation from the service of the Employer without the prior permission of the Employer.

7.49 Modification to Contract

In the event of any provisions of the contract requiring to be modified after the agreement has been signed, the modifications shall be made in writing and signed by the Employer and the Contractor or his authorised representative. Such modifications will not be effective until the same have been signed by both the parties. Any verbal or written arrangements for abandoning, modifying extending, reducing or supplementing the contract, or any of the terms thereof shall be deemed to be provisional and shall not be binding on the Employer unless and until the same are incorporated in a formal instrument and signed by the Employer and the Contractor.

7.50 Rates for Items of Work to be all Inclusive

- i. The rates entered in the accepted Bill of Quantities of the Contract, shall be all-inclusive and provide for works duly and properly completed in accordance with terms and conditions of the Contract and processes as mentioned in scope, specifications and drawings (including revised drawings), relevant codes whether mentioned or not in the nomenclature of the item in Bill of Quantities. All rates quoted in the tender shall also deemed to include except specifically provided otherwise in the Contract:
 - All materials, labour, tools and plant, stores, scaffolding, centring, shuttering, etc.
 - Construction/Erection, maintenance and removal of all temporary works.
 - All watching, lighting, pumping and draining unless otherwise provided for.
 - All barriers and arrangements for safety of the property, utilities, public or employees/workers during the execution of works.
 - All sanitary and medical arrangements for labour camps.
 - The setting out of all works of construction, repair and up-keep of all centre lines, benchmarks, reference pillars etc.
 - Site clearance except specifically provided otherwise in the Contract.
- ii. Nothing extra shall be payable over the quoted rates, except as specifically provided in the Contract.
- iii. The Contractor shall bear the cost of all royalties, fees and other payments in respect of patents, patents right and license(s) which may be payable to patentee, licensee or other person or corporation and shall obtain all necessary licenses/ permissions. In case of any breach (whether wilfully or inadvertently) by the Contractor of this provision, the Contractor shall indemnify Employer, Employer's Engineer and their employees against all claims, proceedings, damages, costs, charges, loss and liability which they or any of them may sustain, incur or be put to by reason or in consequence directly or indirectly of such breach and against payment of any royalties, damages or other money which the Employer/Employer's Engineer may have to make to any persons or pay in total to the patent rights in respect of the users of any machine, instruments, process, articles matter or thing constructed, manufactured, supplied or delivered by the Contractor under this contract.

7.51 Change of Scope

7.51.1 Change of Scope

The Employer may, notwithstanding anything to the contrary contained in this Agreement, require the Contractor to make modifications/alterations to the Works ("Change of Scope") before the issue of the Completion Certificate either by giving an instruction or by requesting the Contractor to submit a proposal for Change of Scope involving additional cost or reduction in cost. Any such Change of Scope shall be made and valued in accordance with the provisions of this **Clause 7.51**.

7.51.2 Change of Scope shall mean:

- a) change in specifications of any item of Works given in the tender;
- b) Any additional work, Plant, Materials or services which are not included in the Scope of the Project, including any associated Tests on completion of construction.

7.51.3 If the Contractor determines at any time that a Change of Scope will, if adopted, (i) accelerate completion, (ii) reduce the cost to the Employer of executing, maintaining or operating the Project Works, (iii) improve the efficiency or value to the Employer of the completed Project Works, or (iv) otherwise be of benefit to the Employer, it shall prepare a proposal with relevant-details at its own cost. The Contractor shall submit such proposal, supported with the relevant details and the amount of reduction in the Contract Price to the Employer to consider such Change of Scope. The Employer shall, within 7 (seven) days of receipt of such proposal, either accept such Change of Scope with modifications, if any, and initiate proceedings therefore in accordance with this **Clause 7.51** or reject the proposal and inform the Contractor of its decision. For the avoidance of doubt, the Parties agree that the Contractor shall not undertake any Change of Scope without the express consent of the Employer.

7.52 Procedure for Change of Scope

7.52.1 In the event of the Employer determining that a Change of Scope is necessary, it may direct the Employer to issue to the Contractor a notice specifying in reasonable detail the works and services contemplated there under (the "Change of Scope Notice")

7.52.2 Upon receipt of a Change of Scope Notice, the Contractor shall, with due diligence, provide to the Employer and the Employer's Engineer such information as is necessary, together with preliminary documentation in support of:

- a) the impact, if any, which the Change of Scope is likely to have on the Project Completion Schedule if the works or services are required to be carried out during the Construction Period; and
- b) the options for implementing the proposed Change of Scope and the effect, if any, each such option would have on the costs and time thereof, including the following details:
 - (i) break down of the quantities, unit rates and cost for different items of work;
 - (ii) Proposed design for the Change of Scope; and
 - (iii) proposed modifications, if any, to the Project Completion Schedule of the Project Works.

For the avoidance of doubt, the Parties expressly agree that, subject to the provisions of **Clause 7.52.5 (ii)**, the Contract Value shall be increased or decreased, as the case may be, on account of Change of Scope.

7.52.3 The Contractor's quotation of costs for the items not included in the original scope of work shall be determined on the following principles: -

- a) the latest available edition of Delhi Schedule of Rates (DSR) Published by CPWD will be adopted for the valuation of any works which are not already covered by the items included in Price Schedules. Payments for the Variations Items shall be made in INR only.
- b) the market rates substantiated with well negotiated quotations, followed by work order and/ or Tax Invoice shall be considered only when the executed variation items are not covered under Price Schedule or the above referred schedule of rates. A fixed percentage of 15% shall be added to cover the Contractor's Overhead and Profit for the rates evaluated under this category (b). These rates shall be considered only after approval of Employer/Employer's Engineer.
- c) In the case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following para:
 - i) If the market rate for the substituted item so determined is more than the market rate of agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).
 - ii) If the market rate for the substituted item so determined is less than the market rate of the agreement (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted)

7.52.4 Upon reaching an agreement, the Employer shall issue an order (the "Change of Scope Order") requiring the Contractor to proceed with the performance thereof. In the event that the Parties are unable to agree, the Employer may:

- a) issue a Change of Scope Order requiring the Contractor to proceed with the performance thereof at the rates and conditions approved by the Employer till the matter is resolved in accordance with **Clause 7.61**; or
- b) The contractor shall submit the Change Management request. The provisions of this Agreement, insofar as they relate to Works and Tests, shall apply mutatis mutandis to the works undertaken by the Contractor under this **clause 7.52**.

7.52.5 Restrictions on Change of Scope

- (i) No Change of Scope shall be executed unless the Employer has issued the Change of Scope Order.
- (ii) Unless the Parties mutually agree to the contrary, the total value of all Change of Scope Orders shall not exceed 10 (ten) per cent of the Contract Value.
- (iii) Notwithstanding anything to the contrary in this **Clause 7.52**, no change made necessary because of any default of the Contractor in the performance of its obligations under this Agreement shall be deemed to be Change of Scope and shall not result in any adjustment of the Contract Value or the Project Completion Schedule.

7.53 Lien in Respect of Claims in Other Contracts

Any moneys due to the Contractor either alone or jointly with others, including the performance guarantee amount returnable to him may be withheld or retained or encashed by exercise of lien by the Employer/Employer's Engineer against any claim of the Employer/Employer's Engineer or any other branch, office department or subsidiary of the Employer/Employer's Engineer in respect of a sum of money arising out of or under any contract other than the present contract made by the Contractor alone or jointly with the Employer/Employer's Engineer or any other branch, office, department or subsidiary of the Employer/ Employer's Engineer. It is agreed term of contract that the sum of money so withheld or retained under this clause by the Employer/Employer's Engineer, shall be kept withheld or retained till the claims arising out of or under the contract, are either mutually settled or as per the **Clause 7.64**, or by the competent court, as the case may be and that the Contractor shall have no claim for interest or damages whatsoever on this account or any other account, in respect of any sums of money withheld retained, under this clause and duly notified to the Contractor.

7.54 Mode of Payment and Tax Deduction at Source

7.54.1 All payments to the Contractor shall be made by account payee cheques or RTGS.

7.54.2 Tax deduction at source:

Income tax and GST shall be deducted from the payments credited/released by Employer to the Contractor against execution of work as per law of the land. The deductions shall be made as per prescribed rates prevalent from time to time unless a tax exemption certificate is produced by the Contractor. Amount of tax deduction shall be deposited with the concerned authorities and tax deduction certificate shall be issued by Employer. The Employer shall deduct at source taxes/duties under any other law/statute as may be applicable at the time of making payments. The Contractor shall furnish to the Employer registration No. under works tax and PAN (for TDS), as applicable.

7.55 Tests on Completion

7.55.1 Visual and physical test: The employer shall conduct a visual and physical check of construction to determine that all works and equipment forming part thereof conform to the provisions of this Agreement.

7.55.2 Other tests: The employer may require the Contractor to carry out or cause to be carried additional tests, in accordance with Good Industry Practice, for determining the compliance of the Project with Specifications and Standards.

7.55.3 A Joint inspection will be conducted between the contractor and employer and the punch list shall be prepared for any incomplete works. Contractor to complete all the works / items specified in the punch list within a maximum time of period of 15 days. Henceforth, employer shall determine the completeness of works / items specified in the punch list and upon satisfactory completion of the aforesaid works shall issue to the contractor, the completion certificate.

7.56 Completion Certificate

7.56.1 As soon as the work is completed, the Contractor shall give notice of such completion, whether of the whole of the works, or of any part of the work, for which a separate date of completion is stipulated in the contract, to the Employer/Employer's Engineer, and the Employer's Engineer Within 7 working days of receipt of such notice, employer shall inspect the work and also arrange for carrying out of such tests as may be prescribed under the contract or ordered by the Employer's Engineer.

7.56.2 If the Employer's Engineer notices any incomplete item of work or any defect, which is to be rectified by the Contractor, or if any part or whole of the work fails to pass the specified tests, the Employer's Engineer shall furnish to the Contractor, the list of all such incomplete items of work, deficiencies, defects, failure to pass tests, etc., and may refuse to issue a Certificate of Completion to the Contractor.

7.56.3 If in the opinion of the Employer's Engineer the work has been satisfactorily completed and has satisfactorily passed final test or tests that may be prescribed, the Employer's Engineer shall issue a certificate of completion showing the date of completion in respect of the work. The defect liability period, if any, shall commence from the date of completion indicated in such certificate. Provided that the Employer's Engineer may issue such a certificate with respect to any part of the works, before the completion of the whole of the works, which has been so completed and/or used by the Employer. When any such certificate is given in respect of a part of the work, such part shall be considered as completed and the defect liability period of such part shall commence from the date of completion indicated in such certificate.

7.56.4 Completion certificate not to absolve the Contractor from his Responsibilities:

The Certificate of Completion of Works referred to in **Sub-Clause 7.56.3** shall not absolve the Contractor from his liability to make good defects, imperfections and shrinkages or

faults, which may appear during the defect liability period specified in the contract, arising in the opinion of the Employer's Engineer from materials or workmanship being not in accordance with the Contract. These shall be rectified and made good by the Contractor at his own cost. In case of the default on the part of the Contractor, to so make good the defects or deficiencies, the Employer may employ labour, plant and machinery and materials or appoint another agency or Contractor, to make good such defects, imperfections, shrinkages and faults, and all expenses consequent and incidental thereto, shall be recovered from any money due to the Contractor under the contract including the Performance Security amount or from any money payable to the Contractor by the Employer/Employer's Engineer, under any other contract.

7.56.5 Clearance of Site on Completion

On completion of works, the Contractor shall clear and remove from site all constructional plant, surplus materials, rubbish and temporary works of every kind, and leave the whole of the site of work clean, tidy and in a workman like condition to the satisfaction of the Employer/Employer's Engineer. This will be one of the pre-conditions for making the final payment to the Contractor. Such clearance may be made by the Employer through any other agency at the expense of the Contractor in the event of the Contractor's failure to comply with this provision within 4 days after receiving notice to that effect from the Employer's Engineer.

7.57 Defect Liability Certificate

7.57.1 In the contract, the expression "Defect Liability Period" shall mean the period of defect liability prescribed elsewhere in the contract, commencing from the date of completion of the works, as certified by the Employer's Engineer.

The Contractor shall maintain, rectify and make good at his own cost any defects/deficiencies, which may develop in the work or as notified by the Employer's Engineer during Defect Liability Period. However, maintenance during Defect Liability Period shall not include day to day upkeep, cleaning, custody and security of the work.

7.57.2 The contract shall not be considered as completed, until a Defect Liability Certificate has been issued by the Employer's Engineer stating that the works have been completed and maintained to his satisfaction. Defect Liability certificate shall be issued by the Employer's Engineer, upon expiry of Defect Liability period or as soon thereafter as any works ordered during such period, have been completed to the satisfaction of the Employer's Engineer.

7.57.3 No certificate other than "Defect Liability Certificate" shall be deemed to constitute final approval of the work or part of the work for which it is issued.

7.58 Unfulfilled Obligations

Notwithstanding the issue of Defect Liability Certificate, the Contractor and the Employer shall remain liable for the fulfilment of any unfulfilled obligations under the provision of the contract, prior to the issue of the Defect Liability Certificate, and for the purpose of determination of the nature and extent of any such obligation, the contract shall be deemed to remain in force between the parties thereto.

7.59 Production of Vouchers

7.59.1 The Contractor, whenever required, shall produce for examination by the Employer/Employer's Engineer, any quotation, invoice, cost or other account books, vouchers, receipts, letters, memoranda or any copy of or extract from any such documents and also furnish information and returns, as may be required, relating to the execution of this contract. The Employer's Engineer's decision on the question of relevancy of any documents, information or returns shall be final and binding on the Contractor.

7.59.2 If any part or item of the work is allowed to be carried out by a sub-Contractor, the Employer's Engineer shall have power to secure the books of such sub-Contractor, through the Contractor, and shall have power to examine and inspect the same.

7.60 Force Majeure

7.60.1 If, at any time during the currency of the contract, the performance of any obligation (in whole or in part) by the Employer or the Contractor shall be prevented or delayed by reason of any war, hostilities, invasion, acts of public or foreign enemies, rebellion, revolution, insurrection, civil commotion, sabotage, large scale arson, floods, earthquake or any other act of God, large scale epidemics, nuclear accidents, any other catastrophic unforeseeable circumstances, quarantine restrictions, any statutory, rules, regulations, orders or requisitions issued by a Government department or competent authority (hereinafter referred to as "event") then, provided notice of the happening of such an event is given by either party to the other within 14 days of the occurrence thereof.

- a. Neither party by reason of such event be entitled to terminate the contract or have claim for damages against the other in respect of such non-performance or delay in performance.
- b. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.
- c. If the performance in whole or part of any obligation under the contract is prevented or delayed by reason of the event beyond a period of 90 days, the contract may be fore-closed with mutual consent by giving a notice of 15 days without any repercussions on either side.

- d. In case of doubt or dispute, whether a particular occurrence should be considered an “event” as defined under this clause, the decision of the Employer/Employer’s Engineer shall be final and binding.
- e. Works that have already been measured shall be paid for by the Employer even if the same is subsequently destroyed or damaged as a result of the event. The cost of rebuilding or replacing any work that has been measured shall be borne by the Employer.
- f. If the contract is fore-closed under this clause, the Contractor shall be paid fully for the work done under the contract, but not for any defective work or work done which has been destroyed or damaged before its measurement. The Employer shall have the option to take over any plant and material lying at site, at rates provided for in the contract, failing that, as per rates which are determined to be fair and reasonable by the Employer/Employer’s Engineer.

7.60.2 If no notice is issued by either party regarding the event within 14 days of occurrence, the said event shall be deemed not to have occurred and the contract will continue to have effect as such.

7.61 Settlement of Disputes

All disputes, if any, arising out of this contract shall be referred by either party to the Secretary DPIIT whose decision shall be final and binding.

7.62 Jurisdiction of Courts

Jurisdiction of courts for dispute resolution shall be New Delhi.

7.63 Unforeseeable difficulties

Except as otherwise stated in the Agreement:

- a. The Contractor accepts complete responsibility for having foreseen all difficulties and costs of successfully completing the Works;
- b. The Contract Value shall not be adjusted to take account of any unforeseen difficulties or costs; and
- c. The Scheduled Completion Date shall not be adjusted to take account of any unforeseen difficulties or costs.

7.64 Security of Site

The Contractor shall be wholly responsible for security of site, materials, equipment, Stores and yards

- a. The Contractor shall be responsible for keeping unauthorized persons off the Site and
- b. Authorized persons shall be limited to the Employees of the Contractor, Subcontractor or persons authorized by the employer.

7.65 Quality Assurance, Monitoring and Supervision

7.65.1 Quality of Materials and workmanship: -

The Contractor shall ensure that the Construction, Materials and workmanship are in accordance with the requirements specified in this Agreement, Specifications and Standards and sound engineering practice.

7.65.2 Inspection

The Employer and its authorized representative shall at all reasonable times: (a) have full access to all parts of the Site and to all places from which natural Materials are being obtained for use in the Works; and (b) during production, manufacture and construction at the Site and at the place of production, be entitled to examine, inspect, measure and test the Materials and workmanship, and to check the progress of manufacture of Materials. No material shall be dispatched from the works without written consent of the Employer.

7.66 Godown / Worker Accommodation

The accommodation for workers shall be arranged by the Contractor. No labour hutments shall be allowed within the site premises.

Contractor shall construct the stores at his cost and he shall be responsible for watch and ward of his materials / installation etc.

7.67 Minor Civil Works

The costs for execution and completion of related Minor Civil Works such as cutting holes and making good shall be borne by the contractors.

7.68 Termination

7.68.1 Termination for Contractor Default

Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Contractor fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of 60 (sixty) days, the Contractor shall be deemed to be in default of this Agreement (the "Contractor Default"), unless the default has occurred solely as a result of any breach of

this Agreement by the Employer or due to Force Majeure. The defaults referred to herein shall include:

- (a) the Contractor fails to provide, extend or replenish, as the case may be, the Performance Security in accordance with this Agreement;
- (b) subsequent to the replenishment or furnishing of fresh Performance Security in accordance with **Clause 6.9 of SCC**, the Contractor fails to cure, within a Cure Period of 30 (thirty) days, the Contractor Default for which the whole or part of the Performance Security was appropriated;
- (c) the Contractor abandons or manifests intention to abandon the construction or Maintenance of the Project Works without the prior written consent of the Employer;
- (d) failure to complete the Punch List items within the periods stipulated there in i.e. within a period of 15 days;
- (e) the Contractor fails to rectify any Defect, the non-rectification of which shall have a Material Adverse Effect on the Project, within the time specified in this Agreement or as directed by the Employer's Engineer;
- (f) the Contractor subcontracts the Works or any part thereof in violation of this Agreement or assigns any part of the Works without the prior approval of the Employer;
- (g) the Contractor creates any Encumbrance in breach of this Agreement;
- (h) an execution levied on any of the assets of the Contractor has caused a Material Adverse Effect;
- (i) the Contractor is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Contractor or for the whole or material part of its assets that has a material bearing on the Project;
- (j) the Contractor has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Employer, a Material Adverse Effect;
- (k) a resolution for winding up of the Contractor is passed, or any petition for winding up of the Contractor is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 90 (ninety) days of the date thereof or the Contractor is ordered to be wound up by court except for the purpose of amalgamation or reconstruction; provided that, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of the Contractor are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Contractor under this Agreement; and provided that:

- (i) The amalgamated or reconstructed entity has the capability and experience necessary for the performance of its obligations under this Agreement; and
- (ii) the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement and has a credit worthiness at least as good as that of the Contractor as at the Appointed Date;
- (l) any representation or warranty of the Contractor herein contained which is, as of the date hereof, found to be materially false or the Contractor is at any time hereafter found to be in breach thereof;
- (m) the Contractor submits to the Employer any statement, notice or other document, in written or electronic form, which has a material effect on the Employer's rights, obligations or interests and which is false in material particulars;
- (n) the Contractor has failed to fulfil any obligation, for which failure Termination has been specified in this Agreement; or
- (o) the Contractor commits a default in complying with any other provision of this Agreement if such a default causes a Material Adverse Effect on the Project or on the Employer.

7.68.2 Without prejudice to any other rights or remedies which the Employer may have under this Agreement, upon occurrence of a Contractor Default, the Employer shall be entitled to terminate this Agreement by issuing a Termination Notice to the Contractor; provided that before issuing the Termination Notice, the Employer shall by a notice inform the Contractor of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Contractor to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

7.68.3 After termination of this Agreement for Contractor Default, the Employer may complete the Works and/or arrange for any other entities to do so. The Employer and these entities may then use any Materials, Plant and equipment, Contractor's documents and other design documents made by or on behalf of the Contractor.

7.68.4 Termination for Employer Default

In the event that any of the defaults specified below shall have occurred, and the Employer fails to cure such default within a Cure Period of 90 (ninety) days or such longer period as has been expressly provided in this Agreement, the Employer shall be deemed to be in default of this Agreement (the "Employer Default") unless the default has occurred as a result of any breach of this Agreement by the Contractor or due to Force Majeure. The defaults referred to herein shall include:

- (a) the Employer commits a material default in complying with any of the provisions of this Agreement and such default has a Material Adverse Effect on the Contractor;
- (b) the Employer has failed to make payment of any amount due and payable to the Contractor within the period specified in this Agreement;
- (c) the Employer repudiates this Agreement or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by this Agreement; or
- (d) the Employer fails to issue the relevant Interim Payment Certificate within 60 (sixty) days after receiving a statement and supporting documents.

7.68.5 Without prejudice to any other right or remedy which the Contractor may have under this Agreement, upon occurrence of an Employer Default, the Contractor shall be entitled to terminate this Agreement by issuing a Termination Notice to the Employer; provided that before issuing the Termination Notice, the Contractor shall by a notice inform the Employer of its intention to issue the Termination Notice and grant 15 (fifteen) days to the Employer to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

7.68.6 Termination for Employer's convenience

Notwithstanding anything stated hereinabove, the Employer may terminate this Agreement for convenience. The termination shall take effect 30 (thirty) days from the date of notice hereunder.

7.68.7 Requirements after Termination

Upon Termination of this Agreement in accordance with the terms of this Clause 7.68, the Contractor shall comply with and conform to the following:

- (a) deliver to the Employer all Plant and Materials which shall have become the property of the Employer under this Clause no. 7.68;
- (b) deliver all relevant records, reports, Intellectual Property and other licences pertaining to the Works, other design documents and in case of Termination occurring after the Provisional Certificate has been issued, the "as built" Drawings for the Works;
- (c) transfer and/or deliver all Applicable Permits to the extent permissible under Applicable Laws; and
- (d) vacate the Site within 15 (fifteen) days.

Section 08:

Broad Scope of Works

Section 08: Broad Scope of Work and Technical Specifications

8.1 Works description

The work shall consist of design, Supply, Installation, Testing and Commissioning of Kitchen Equipment as per the details given in the Specifications mentioned in Bill of Quantities, Specification sheets and tender Drawing and in accordance to the terms of the Contract at Exhibition Hall 1 & Convention Centre.

The quantities give in BOQ are minimum in numbers. Contractor should design and install all Equipments or items which are not in the BOQ but is required for successful commissioning of the Kitchens. The contractor shall be responsible for coordination with all the stakeholders including interface connectivity for Electrical Power, Water supply and drainage, PNG Line, Heating Ventilation and Air Conditioning, Solid Waste Management, Vertical and Horizontal Transport etc. at his own cost.

All civil and MEP works required for successful installation and commissioning of Kitchen Equipment including cutouts etc. and, any changes required for obtaining F&B licenses by any Statuary Authority will be carried out by the contractor at his own cost.

8.2 Technical Specification

STAINLESS STEEL:

Where stainless steel is specified it shall be what is known to the trade as Austenitic 18-B type 304, 2B finish, with content from 17% to 19% chrome, 7 % to 9% nickel and a maximum carbon content of 0.11. Stainless steel shall be free from scale and surfaces should be polished to a no. 4 commercial finish.

STAINLESS STEEL PIPE AND TUBING:

Seamless tubing shall be thoroughly and properly ground smooth and finished to match adjacent work. All tubing where exposed to view shall be given a final grand of not less than 180 grit emery.

STRUCTURAL STEEL SHAPES:

All angles, band, channels or other structural shapes used for framing shall be of domestic manufacture uniform and ductile in quality, free of hard spots, runs, checks or cracks or other surface defects. Where such sections are specified as S.S. or tinned by the hot dip process, with all fluxes removed.

HANDLES, BRACKETS, LOCKING DEVICES AND HARD WARE:

Wherever equipments are provided with handles, knobs, hinges, brackets or other misc. hardware all shall be either of heavy stain finish chrome plated brass or stainless steel.

All drawers, enclosed cabinets, refrigerators storage bins, shall be furnished with extra heavy duty security type locking devices of cylinder type, chrome plated.

FASTENINGS:

Welds, bolts screws, nuts and washers shall be of steel, except where brass or stainless steel is fastened, in which case they shall be of brass or stainless steel respectively. Where dissimilar metals are fastened, bolts, screws and nuts shall be of the highest grade metal. The spacing and extent of welds, bolts and screws shall be such as to ensure suitable fastenings and prevent bulging of the material fastened and should not be exposed.

WELDING:

All welding shall be done by the electrical fusion, metal arc method. Carbon-arc or gas welding will not be permitted. All welding shall be done in a thorough manner, with welding rod of some composition as sheets or parts welded. Welds shall be complete welds, strong and ductile, with excess metal ground off joints finished smooth to match adjoining sheet surfaces. All joints in top of fixtures, tables, drain boards; exposed shelving, sinks etc. shall be welded. All equipment here in specified which is constructed in more than one piece of sheet of metal, shall be continuously Welded together with welds ground smooth and polished. But welds made by spot welding straps under beams and filling in the voids with solder and finished by grinding, will not be accepted.

It is the intention of this specification that all welded joints shall be homogenous with the sheet metal itself. Where sheet sizes necessitate a joint, such a joint shall be welded. Tops of fixtures shall be fabricated in the factory with welded joints to reduce field joints to a minimum. Where fixtures joins the tops of such fixtures

Shall be continuous with welded joints except in the case of field joints. All joints made in the field shall be closely butted, pulled together in the field, field welded and polished smooth in accordance with section. Grinding, polishing finishing if these requirements. Tops of fixtures shall be of maximum length and with welded factory joints to an absolute minimum. Wherever welds occur on the surfaces not finished by grinding & polishing, such welds sand the accompanying discoloration shall be suitably coated in the factory by means of metallic base paint.

To prevent the possibility of progressive corrosion of such joints.

GRINDING, POLISHING, AND FINISHING:

All welded exposed joints shall be suitably ground flush with adjoining material and neatly finish harmonizing herewith. Wherever material has been sunken or depressed by the welding operation, such depression will be suitably hammered and pressed flush to adjoining surfaces and if necessary again ground to eliminate low spots.

All ground surfaces shall then be polished or buffed to match adjoining surfaces, consistent with good workmanship. Care shall be exercised in all grinding operations to avoid excessive heating of metal & metal

discoloration. In all cases, grain of rough grinding shall be removed by successive polishing operations. Texture of final polishing operation shall be uniform and smooth consistent with reasonable care and good workmanship.

General finish of all equipment shall be of high grade.

But joints and contact joints, wherever they occur, shall be close fitting and shall not require solder as filler. In no case in any soldering for strength and stability of joint and fixture itself. Wherever breaks bend occur, it shall be free from undue extrude and shall not be flaky scaly or cracked in appearance and where such break work does mar the uniform surface appearance of the material. All such marks shall be removed by suitably grinding, polishing and finishing. Wherever shared edges occur they shall be free from burrs, fins or irregular projections and shall be finished over such sheared edges. Where mitres are bull nosed corners occur they shall be neatly finished with under edge of material neatly ground to a uniform condition and, in no case any over lapping materials to be accepted.

It is the intention of these specifications to cover equipment of quality finish consistent with high grade manufacturing practices. All exposed surfaces shall be of no 4 finish except trim, which is to be more highly polished satin finish. Where specified all doors cabinets, shelves, whether inside /outside of cabinets and wherever exposed are to be no. four 4 finish. This applies to inside finish of any cabinet having door s or otherwise an exposed surface shall be interpreted as meaning an inside surface exposed to view when a sliding or swinging door is opened. Underside of shelf need not to be 4 finishes but such finish shall be at least equal to 80-ground finish.

Final no. 4 finishes to be factory finish, not as furnished by mill. Indication of die markings not blending with final finish will not be accepted.

BOLT CONSTRUCTION:

It is the intention of this specification that all equipment on exposed surfaces and wherever bolts are used to fasten trim to panelling and body of warmers, cabinets, counters etc. and more particularly to fasten tops of counter, dish tables etc. to top of framing such bolts and screws occur on the inside of the fixtures and are either visible or might come in the contact of the hands or the wiping cloth, such bolts, screws shall be capped with a suitable lock washer and chrome plated, brass or bronze acorn nut . Where screw nuts are not visible or readily accessible, they may be capped with a standard lock washer & steel nut treated to prevent rusting & corroding. Wherever bolts and screws are welded to underside of trim or tops, the reverse side of weld shall be neatly finished uniform with the adjoining surface of trim or top, depressions at these points will not be acceptable.

SOUND DEADENING:

Underside of all stainless steel top for tables, counters, sink dishes and pot table with angle framework shall be treated with a coating of Carbonize aluminium finish or approved equal.

MATERIAL AND WORKMANSHIP:

All material equipment etc. shall be new and of kind specified and shall be in undamaged condition when turned over to owner. All workmanship shall be of best quality of crafts men skilled in their respective trades. Appliances shall be of rigid construction free from objectionable vibrations and quiet in operation. nameplate shall not appear on any of the fabricated equipment.

Contractor to take special care on the following points in Fabrication of Equipment, other than the General Specifications or otherwise as specified in the Specification Sheet as per Appendix-XI.

- All sheet, round / square pipes are to be used of 304 grade only.
- The bidder shall study the specifications before preparing their bids and Quote should be given according to the tender specification only.
- Make / Model should be same according to the tender BOQ. Any alternate / deviation shall not be accepted.
- The Frame work of all equipment should be of Stainless Steel Angles of 40x40x4mm, duly welded, grinded and polished free from any burrs and sharp edges.
- The frame work of SS Angle should have partition at every 600 mm entire length also of the same SS Angle to give strength to the top fixed over the Frame.
- Mild Steel or Galvanized Iron should not be used anywhere in the Equipment.
- Tops of all Equipment such as Tables, Sinks, Cooking Ranges, should be of 16 SWG AISI 304 Grade Stainless Steel Sheet.
- The under shelves of all the equipment should be of 18 SWG AISI 304 grade Stainless Steel Sheet
- The under shelves also should have SS Angle Framework with partitions at every 600mm of 25x25x3mm.
- Verticals of all the equipment should be of 16 SWG AISI 304 grade Square Pipes.
- All equipment of 1800mm length and above should have six verticals or as the case may be as per the length of the equipment.
- Verticals of all the Racks such as Plate Racks, Pot Racks, Storage Racks etc. Should also be of 38x38mm 16 SWG 304 Grade SS Square / Round Pipes.
- Special care should be taken by the Contractor in adhering to the above Special Instructions and all the Equipment would be subjected to Inspection to ascertain the authenticity of the Specifications before finally approved.
- Special care should be taken by the Contractor in adhering to the above Special Instructions and all the Equipment would be subjected to Inspection to ascertain the authenticity of the Specifications before finally approved.
- Successful bidder is required to verify all dimensions from site for all equipments prior to procurement or fabrication.
- Successful bidder is needed to provide equipment tagging on nearest wall or counter

at the time of installation. The tagging plate should be in SS 304 grade 2mm thick, size should not be less than 50mm X 25mm and the equipment tagging as per tender BOQ should be engraved on the same.

SPECIAL INSTRUCTIONS TO THE CONTRACTOR

- The contractor needs to take up required necessary civil, electrical, HVAC and plumbing activity for the final installation of the equipments, if any. The contractor should include such costs into his bid prices, no extra shall be paid for such works.
- Internal gas piping within the kitchen area would be in contractor scope. The same is mentioned in the BOQ. Contractor should review the drawing and quote accordingly.
- Contractor to review the RFP design (layout & equipment)
- Contractor to provide observations/inputs/comments for any change in the design desired for optimum efficiency. Contractor would obtain approval from the employer / consultant for the changes to be carried.
- Contractor would develop the detailed design post acceptance of changes which would include final layout, final kitchen equipment, connectivity to energy (type & capacity), PHE layout (plumbing and drainage), HVAC air-conditioning including ventilation.
- Any change to the details already provided with the tender and its acceptance by the Employer shall be subsequently shared with L&T for the changes to be carried. But these changes would be minor in nature. Contractor to coordinate with L&T for its implementation to basic layout of L&T.
- Contractor to carry out necessary changes, if any, to make intended use of equipment fully functional even though not specifically stated in the RFP document. These changes are deemed to be included in the quoted rates.
- Contractor would develop shop drawings for the equipment and the layouts
- Contractor would Submit technical data sheets for the equipment for approval of Employer and subsequently place P.O's.
- Contractor would submit MAS (material approval submission) in compliance to the approved technical data sheets and GFC Drawings .
- Contractor would invite for Factory Inspection and the inspections to be carried jointly by Kitchen consultant and Employer's representative.
- Contractor would raise request for dispatch clearance once the Inspection report submitted by Contractor is found satisfactory.
- Contractor would raise MIR once the material arrives to the project site for inspection by Employer/Employer's representative.
- Contractor would store the equipment's and accessories brought to the site safely at the designated place r. Contractor shall be responsible for safe and security of the materials supplied by him to the project site.
- Contractor shall coordinate and interface with the general contractor (L&T) at the time of developing the Kitchen areas and his engineers would coordinate with L&T for correctness of the MEP systems. Contractor engineer should be available full time on the project site once Contractor is on board. Day to day coordination and interface with L&T, Employer's representative, Employer, consultant shall be sole responsibility of the contractor. Contractor shall ensure correctness of the construction and services for the Kitchen areas.

- Contractor shall work in such a way that it would not obstruct the works of others agencies.
- On completion of installation, contractor shall carry with the testing of each equipment and would also be part of the integrated testing and commissioning to be carried by the General contractor and ensure that entire kitchen equipment system is working seamlessly in an integrated fashion.
- On successful completion of T&C, the contractor shall handover the entire system of Kitchen, equipment, accessories or any component related to Kitchen system for its seamless and optimum functioning to the designated representative of Employer / Operator and shall coordinate for complete handover and operations.
- Any training requirements for the equipment will have to be done by the contractor to the designated representative of Employer / Operator at no cost
- Contractor engineer/representative shall be available during the entire DLP and shall attend to any performance related issues raised by Employer/Operator which would include replacement to the defective/damaged equipment/component/accessories etc.
- Contractor shall support Employer/Operator in managing the AMC with the OEM's and shall provide/vet necessary documentation and support required to put in force the A

8.3 List of Equipment

Details specified in Specification Sheet (Appendix-XI)

Equipment No	Description	Qty
	BASEMENT FLOOR	
	HAND WASHING AREA	
HW1	HAND WASHING SINK WITH SANITATION / STERILIZER SET	2
HW2	SS COUNTER WITH DRYER/ TOWEL HANGER	1
HW3	SS WALL CABINET WITH DOOR	1
	WEIGHING AREA	
1	WEIGHING MACHINE	2
2	WEIGHING MACHINE	2
3	PLATFORM TROLLY	4
5	INSECTOCUTOR	2
6	GARBAGE BIN	25
8	INSECTOCUOR	4
	PRE WASHING & SEGRGATION AREA -VEG	
9	PRE WASH SINK	1
11	VEGETABLE WASHING MACHINE	2
12	RICE WASHING MACHINE	1
13	WORK TABLE WITH UNDER SHELF ON WHEELS	3
15	INSECTOCUOR	2
	MASALA / GRINDING AREA	
17	POTATO PEELER	2

18	PULVARISER	2
19	TILTING WET GRINDER	2
20	TILTING WET GRINDER	2
	PRE-PREPARATION- VEG	
22	PRE WASH SINK	2
23	WORK TABLE WITH UNDER SHELF	6
24	WALL CABINET WITH DOOR	3
25	VEGETABLE CUTTING MACHINE	2
26	SS STORAGE RACK-4-TIER	3
27	SS VEG CRATE TROLLEY	4
28	VEGETABLE CUTTING MACHINE STAND ALONE	1
30	INSECTOCUOR	3
32	PRE FABRICATED CHILLER ROOM (INNER & OUTER MADE OF SS)	1
33	SS RACK FOR CHILLER ROOM	8
35	PRE FABRICATED FREEZER ROOM (INNER & OUTER MADE OF SS)	1
36	SS RACK FOR FREEZER ROOM	6
37	SS RACK FOR FREEZER ROOM	4
	DRY STORE ROOM	
Equipment No	Description	Qty
39	SS STORAGE RACK WITH 5 TIER	8
40	SS PALLET (LOW HT PLATFORM RACK)	4
41	PVC BIN FOR FLOUR STORAGE	6
42	WORK TABLE WITH ONE UNDER SHELF	2
44	INSECTOCUOR	2
	NON VEG RECEIVING & PRE PREPARATION	
45	WEIGHING MACHINE	1
46	PRE WASH SINK	1
47	SS WORK TABLE WITH 2 UNDER SHELVES	2
48	SS WORK TABLE WITH 2 UNDER SHELVES	5
49	SS WALL CABINET WITH DOOR	3
50	SS SINGLE BOWL SINK STAND ALONE	2
51	FISH CUTTING MACHINE	1
52	MEAT MINCER	1
53	MEAT SLICER	1
54	WORK TOP UNDER FREEZER	1
57	INSECTOCUOR	3
	REFRIGERATION EQUIPMENT	
58	FOUR DOOR (4 HALF DOOR) VERTICAL CHILLER	1
59	FOUR DOOR (4 HALF DOOR) VERTICAL FREEZER	1
	TROLLEYS	

60	SS NON- VEG TRANSPORT TROLLEY (IN THE NON VEG PREPARATION ROOM)	2
61	SS BUSSING TROLLEY	4
62	PLATFORM TROLLY	2
	RICE/ FLOUR (IN THE DRY STORE ROOM)	
63	PVC PALLET	8
65	PRE FABRICATED FREEZER ROOM FOR NON VEG STORE (INNER & OUTER MADE OF SS)	1
66	PRE FABRICATED CHILLER ROOM FOR NON VEG STORE (INNER & OUTER MADE OF SS)	1
67	SS RACK FOR CHILLER ROOM (FOR BOTH THE ROOMS)	26
	MISCELLANEOUS	
70	INSECTOCUTOR IN COMMON AREA	4
71	STEAM CLEANER	2
72	HOSE REEL	2
73	AIR CURTAIN WITH SENSOR (APPX QTY AS SUITABLE TO THE SITE CONDITION)	6
	GROUND FLOOR	
	HAND WASH	
1	HAND WASHING SINK WITH SANITATION / STERILIZER SET	1
Equipment No	Description	Qty
2	SS WORK TABLE WITH UNDER SHELF - COUNTER MODEL	1
3	WALL CABINET WITH DOOR	1
	PREPARATION ZONE	
4	VEGETABLE CUTTING MACHINE	2
5	PRE WASH SINK	2
5A	JET SPRAYER	2
6	POTATO BIN-SS	3
7	GARLIC BIN-SS	1
8	ONION BIN-SS	3
9	WORK TABLE WITH UNDER SHELF	3
10	WALL CABINET WITH DOOR	2
13	INSECTOCUTOR	1
	STEAMER KITCHEN	
14	TILTING BOILING PAN- 150 LTS CAP	3
15	COMBI STEAMER (1/1X 20 X 20) 20 X 2 ELECTRICAL MODEL	2
16	COMBI STEAMER ADDITIONAL TROLLEY	2
17	HAND WASHING SINK	1
20	SS BULK FOOD TRANSPORT TROLLY 2 TIER	4
	RICE & OIL STORAGE	
21	SS STORAGE RACK-3-TIER	8
23	INSECTOCUTOR	2

	REFRIGERATION	
24	FOUR DOOR (4 HALF DOOR) VERTICAL CHILLER	2
25	FOUR DOOR (4 HALF DOOR) VERTICAL FREEZER	1
	FOOD TROLLEY	
26	SS GN PAN TROLLEY	5
	DISH WASHING & POT WASH	
27	POT RACK-3 TIER	4
28	PLATE RACK-5 TIER	4
29	PLATE/ CROCKERY / CUTLERY RACK-5 TIER	8
30	SS POT WASH SINK	1
31	JET SPRAYER	1
32	GARBAGE BIN -PVC-	6
33	SOIL DISH LANDING TABLE WITH CHUTE	1
34	PRE RINSE TABLE WITH 2 SINK BOWL	1
35	JET SPRAYER	1
36	HEAVY DUTY 900 PLATES PER /HR WAASHING MACHINE	1
37	CLEAN DISH LANDING TABLE WITH 2 UNDER SHELVES	1
38	INSECTOCUTOR	3
Equipment No	Description	Qty
40	SPREADER TABLE WITH UNDER SHLEF	1
	TROLLEYS	
41	INSULATED FOOD PACK TROLLEY	5
	MISCELLANEOUS	

43	INSECTOCUTOR IN THE COMMON AREA	5
44	AIR CURTAIN WITH SENSOR	10
45	STEAM CLEANER	2
46	HOSE REEL	2
	EXHAUST HOOD	
47	SS EXHAUST HOOD WITH SS BAFFLE FILTERS FOR TILTING BOILING PAN-DOUBLE SKIN	1
47A	SUPPRESSION SYSTEM FOR THE ABOVE HOOD	1
48	SS EXHAUST HOOD WITH SS BAFFLE FILTERS FOR COMBI STEAMER-DOUBLE SKIN	2
48A	SUPPRESSION SYSTEM FOR THE ABOVE HOOD	2
49	SS EXHAUST VAPOUR HOOD FOR DISH WASHING MACHINE	2
	FIRST FLOOR	
1	HAND WASHING SINK WITH SANITATION / STERILIZER SET	2
2	SS WORK TABLE WITH UNDER SHELF - COUNTER MODEL	1

3	WALL CABINET WITH DOOR	1
4	STORAGE RACK-4-TIER	1
	CHAPATHY / HOT FRY KITCHEN	
5	BUSING TROLLEY	5
6	WORK TABLE WITH UNDER SHELVES	5
7	BATTER TABLE WITH CONTAINERS	3
8	CHAPATHY MAKING SEMI AUTOMATIC MACHINE	1
9	DOSA / CHAPATH PLATE WITH PUFFER	3
10	SIDE TABLE WITH UNDER SHELVES	3
11	WORK TABLE WITH UNDER SHELF & OHS	4
12	STORAGE RACK-4-TIER	1
13	SINGLE BOWL SINK	1
14	WORK TOP UNDER CHILLER	1
15	WORK TOP UNDER FREEZER	1
16	SINGLE BURNER GAS RANGE FOR BULK COOKING	2
17	BRAT PAN (BRAISING PAN)-90-100 LTS CAP	2
18	WORK TABLE WITH UNDER SHELF & OHS	3
20	SINGLE BOWL SINK	2
21	DOUGH SHEETING TABLE WITH UNDER SHELVES	2
Equipment No	Description	Qty
22	DOUGH SHEETING MACHINE	1
23	DOUGH BALL CUTTING MACHINE	1
24	DOUGHKNEADING MACHINE	2
25	WALL CABINET WITH DOOR	1
	HOT KITCHEN VEG	
26	SINGLE BOWL SINK	1
27	SS COVERING TANDOOR POT GAS MODEL	3
28	DOUBLE BURNER GAS RANGE	1
28A	SINGLE BURNER GAS RANGE	2
28B	SIDE TABLE WITH UNDER SHELVES	1
29	WORK TABLE WITH UNDER SHELF & OHS	1
30	WORK TABLE WITH UNDER SHELF	4
31	WORK TOP UNDER CHILLER	1
31A	WORK TOP UNDER FREEZER	1
32	TWO BURNER CHINESE GAS RANGE WITH STOCK POT	1
33	SINGLE BURNER CHINESE GAS RANGE / STOCK POT	2
	BAKERY KITCHEN	
34	PLANATERY MIXER	1
35	3 DECK BAKING OVEN	1
36	WORK TABLE WITH UNDER SHELF	3
37	WALL CABINET WITH DOOR	1

38	SINGLE BOWL SINK	2
39	STORAGE RACK-4 TIER	2
40	DOUGH SHEETER MACHINE	1
41	DOUGH PROVING	1
42	DOUGHNET FRYER	1
43	BREAD SLICER	1
44	SHEET TRAY RACK ON WHEELS	2
45	WORK TOP UNDER CHILLER	1
46	FOUR DOOR VERTICAL FREEZER	1
47	FOUR DOOR VERTICAL CHILLER	1
48	PRE FABRICATED COMBO - CHILLER ROOM FOR BAKERY KITCHEN (INNER & OUTER MADE OF SS)	1
49	BAKERY TRAY HOLDING RACK -SS	15
	COLD ROOM FOR VEG	
50	PRE FABRICATED CHILLER ROOM FOR COOKED FOOD (INNER & OUTER MADE OF SS)	1
51	SS RACK FOR CHILLER ROOM	3
52	SS RACK FOR CHILLER ROOM	8
	COLD ROOM FOR NON-VEG	
Equipment No	Description	Qty
53	PRE FABRICATED CHILLER ROOM FOR COOKED FOOD (INNER & OUTER MADE OF SS)	1
54	SS RACK FOR CHILLER ROOM	3
55	SS RACK FOR CHILLER ROOM	9
	POT WASH	
56	POT RACK-3-TIER	2
57	POT RACK-4 TIER	8
58	POT WASH SINK	1
59	JET SPRAYER	1
	SERVICE	
60	INSULATED FOOD PACK TROLLEY	8
63	FLY CATCHER	11
64	AIR CURTAIN	6
65	STEAM CLEANER	2
66	HOSE REEL	2
	NON VEG HOT KITCHEN	
67	BRAT PAN (BRAISING PAN)-90-100 LTS CAP	2
68	WORK TABLE WITH UNDER SHELF & OHS	2
70	SS COVERING TANDOOR POT GAS MODEL	3
71	SS SIDE TABLE WITH 2 UNDER SHELVES FOR TANDOOR	2
72	GRIDDLE PLATE	2

73	SS SIDE TABLE WITH 2 UNDER SHELVES FOR GRIDDLE PLATE	1
74	SINGLE BURNER CHINESE GAS RANGE / STOCK POT	1
75	TWO BURNER CHINESE GAS RANGE / STOCK POT	1
76	SINGLE BURNER GAS RANGE FOR BULK COOKING / FRYING	4
77	SINGLE BOWL SINK	1
78	WORK TABLE WITH UNDER SHELF & OHS	2
79	WORK TOP UNDER CHILLER	1
	EXHAUST HOOD	
80	SS EXHAUST HOOD WITH BAFFLE TYPE FILTER FOR CHAPATHY MACHINE	1
80A	SUPPRESSION SYSTEM FOR THE ABOVE HOOD	1
81	SS EXHAUST HOOD WITH BAFFLE TYPE FILTER FOR DOSA / CHAPATHY PLATE	1
81A	SUPPRESSION SYSTEM FOR THE ABOVE HOOD	1
82	SS EXHAUST HOOD WITH BAFFLE TYPE FILTER FOR HOT FRY KITCHEN	1
82A	SUPPRESSION SYSTEM FOR THE ABOVE HOOD	1
Equipment No	Description	Qty
83	SS EXHAUST HOOD WITH BAFFLE TYPE FILTER FOR HOT KITCHEN	1
83A	SUPPRESSION SYSTEM FOR THE ABOVE HOOD	1
84	SS EXHAUST HOOD WITH BAFFLE TYPE FILTER FOR HOT KITCHEN	1
84A	SUPPRESSION SYSTEM FOR THE ABOVE HOOD	1
85	SS EXHAUST HOOD WITH BAFFLE TYPE FILTER FOR 3 DECK BAKING OVEN	1
85A	SUPPRESSION SYSTEM FOR THE ABOVE HOOD	1
86	SS EXHAUST HOOD WITH BAFFLE TYPE FILTER FOR BRAT PAN - NON VEG KITCHEN	1
86A	SUPPRESSION SYSTEM FOR THE ABOVE HOOD	1
87	SS EXHAUST HOOD WITH BAFFLE TYPE FILTER FOR - NON VEG TANDOOR KITCHEN	1
87A	SUPPRESSION SYSTEM FOR THE ABOVE HOOD	1
88	SS EXHAUST HOOD WITH BAFFLE TYPE FILTER FOR - NON VEG BULK - CHINES KITCHEN	1
88A	SUPPRESSION SYSTEM FOR THE ABOVE HOOD	1
	F5 (CONVENTION CENTER)	
	HAND WASHING	

HW1	HAND WASHING SINK WITH SOAP DISPENSER/ SANITIZATION	1
HW2	WALL CABINET WITH DOOR	1
	VEG- RECEIVING ZONE	
VR1	WEIGHING MACHINE	2
VR2	SS WORK TABLE WITH 2 UNDER SHELVES	1
VR3	PLATFORM TROLLEY	2
VR4	SS GRATING WITH BOTTOM BOXING & SS FILTER	1
	NON-VEG- RECEIVING ZONE	
NVR1	WEIGHING MACHINE	2
NVR2	SS WORK TABLE WITH 2 UNDER SHELVES	1
NVR3	PLATFORM TROLLEY	1
NVR4	SS GRATING WITH BOTTOM BOXING & SS FILTER	1
	VEG-PRE WASH & PREPARATION ROOM	
PP1	WORK TABLE WITH 2 UNDER SHELVES	1
PP2	RICE WASHING MACHINE-COMMERCIAL MODEL	1
PP3	TILTING WET GRINDER	2
PP4	POTATO PEELER	1
PP5	PULVARIZER	1
Equipment No	Description	Qty
PP6	VEGETABLE CUTTING MACHINE STAND ALONE	1
PP7	WORK TABLE WITH 2 UNDER SHELVES	1
PP8	WALL CABINET WITH DOOR	1
PP9	VEGETABLE CUTTING MACHINE	1
PP10	SINGLE BOWL SINK - STAND ALONE	1
PP11	VEGETABLE WASHING MACHINE	1
PP12	WORK TABLE WITH 2 UNDER SHELVES	2
PP13	SS GRATING FULLY BOX TYPE WITH MODULAR TOP	2
PP14	SS GRATING FULLY BOX TYPE WITH MODULAR TOP	4
PP15	SS GRATING FULLY BOX TYPE WITH MODULAR TOP	1
PP16	WORK TOP UNDER CHILLER	1
PP17	REACH IN CHILLER (4 DOOR VERTICAL CHILLER)	1
PP18	REACH IN FREEZER (4 DOOR VERTICAL FREEZER)	1
PP19	REACH IN FREEZER (2 DOOR VERTICAL FREEZER)	1
	NON-VEG-PRE WASH & PREPARATION ROOM	
NPP1	SS WORK TOP TABLE	1
NPP2	SS WORK TABLE WITH 2 UNDER SHELVES	2

NPP3	SS WORK TABLE WITH 2 UNDER SHELVES	2
NPP4	SS WALL CABINET WITH DOOR	1
NPP5	SS SINGLE BOWL SINK STAND ALONE	2
NPP6	FISH CUTTING MACHINE-SLICER	1
NPP7	MEAT MINCER	2
NPP8	MEAT SLICER	2
NPP9	WORK TOP UNDER FREEZER	1
NPP10	REACH IN CHILLER (4 DOOR VERTICAL CHILLER)	1
NPP11	REACH IN FREEZER (4 DOOR VERTICAL FREEZER)	1
NPP12	REACH IN FREEZER (2 DOOR VERTICAL FREEZER)	1
NPP13	CHEST FREEZER	1
NPP14	SS GRATING WITH BOTTOM BOXING & SS FILTER PLATE AND TOP MODULAR	1
NPP15	SS GRATING WITH BOTTOM BOXING & SS FILTER PLATE AND TOP MODULAR	2
	BEVERAGES KITCHEN	
BK1	TWO DOOR VERTICAL CHILLER	1
BK2	TWO DOOR VERTICAL FREEZER	1
BK3	UNDER FREEZER ICE CREAM CABINET WITH GN PANS	1
Equipment No	Description	Qty
BK4	WORK TOP UNDER CHILLER	1
BK5	WORK TABLE WITH SINK	1
BK6	SS GRATING FULLY BOX TYPE WITH MODULAR TOP	3
BK7	JUICER	2
BK8	MIXER	2
BK9	BLENDER	2
	DRY STORE	
DS1	STORAGE RACK-5-TIER	10
DS2	SS PALLET (LOW PLATFORM)	3
DS3	FLOUR BIN	6
DS4	WORK TABLE WITH UNDE SHELVES	1
DS5	WEIGHING MACHINE	1

	COMBO COLD ROOM CHILLER / FREEZER FOR VEG STORAGE	
CR1	COMBO COLD ROOM CHILLER / FREEZER	1
CR2	COLD ROOM RACK FOR CRATES-5 TIER	5
CR3	COLD ROOM RACK 5- TIER	8
CR4	SS GRATING FULLY BOX TYPE WITH MODULAR TOP	2
	COMBO COLD ROOM CHILLER / FREEZER FOR NON-VEG STORAGE	
NCR1	COMBO COLD ROOM CHILLER / FREEZER	1

NCR2	COLD ROOM RACK FOR CRATES-5 TIER	5
NCR3	COLD ROOM RACK 5- TIER	8
NCR4	SS GRATING FULLY BOX TYPE WITH MODULAR TOP	2
	POT WASH	
PW1	POT RACK-4-TIER	3
PW2	POT STORAGE RACK-4-TIER	2
PW3	POT SINK	1
PW4	JET SPRAYER	1
PW5	SS GRATING FULLY BOX TYPE WITH MODULAR TOP	4
PW6	SS GRATING FULLY BOX TYPE WITH MODULAR TOP	1
	INDIAN / ASIAN KITCHEN	
IK1	TILTING BOILING STEMAER	2
IK2	COMBI STEAMER (1/1X 20 X 20) 20 X 2 ELECTRICAL MODEL	2
IK2 A	COMBI STEAMER ADDITIONAL TROLLEY	2
IK3	BULK GAS RANGE	2
IK4	BRAT PAN - FRYING PAN-GAS MODEL	2
IK5	PICKUP COUNTER WITH U/S & OHS	1
Equipment No	Description	Qty
IK6	WORK TOP UNDER CHILLER WITH OHS	1
IK7	WORK TOP UNDER FREEZER WITH OHS	1
IK8	SS GRATING FULLY BOX TYPE WITH MODULAR TOP	2
IK9	SS GRATING FULLY BOX TYPE WITH MODULAR TOP	4
IK10	SPICE TROLLEY WITH GN PAN	3
	VEG- HOT KITCHEN	
HK1	SS COVERING TANDOOR POT	4
HK1A	SPREADER TABLE WITH UNDER SHELF	1
HK2	SS SINGLE BURNER GAS RANGE	2
HK3	CHINESE SINGLE WOK	1
HK4	CHINESE WOK RANGE	1
HK5	SIDE TABLE WITH UNDER SHELVES	1
HK6	WORKING TABLE WITH U/S & OHS	2
HK6A	WORKING TABLE WITH SINK, U/S & OHS	1
HK7	WORK TOP UNDER CHILLER WITH OHS	1
HK8	WORK TOP UNDER FREEZER WITH OHS	1
HK9	SINGLE BOWL SINK - STAND ALONE	1
HK10	DOUBLE BURNER GAS RANGE	1
HK11	TWIN TANK ELECTRICAL MODEL DEEP FAT FRYER	2
HK12	ELECTRICAL MODEL 4 IN RANGE	1

HK13	GRIDDLE PLATE GAS MODEL	2
HK14	SS GRATING FULLY BOX TYPE WITH MODULAR TOP	8
	NON-VEG- HOT KITCHEN	
NHK1	SS COVERING TANDOOR POT	4
NHK2	SS SINGLE BURNER GAS RANGE	1
NHK3	CHINESE SINGLE WOK	1
NHK4	CHINESE DOUBLE BURNER WOK	1
NHK5	SIDE TABLE WITH UNDER SHELVES	1
NHK6	WORKING TABLE WITH U/S & OHS	1
NHK7	WORKING TABLE WITH SINK, U/S & OHS	1
NHK8	WORK TOP UNDER CHILLER WITH OHS	1
NHK9	WORK TOP UNDER FREEZER WITH OHS	1
NHK10	SINGLE BOWL SINK - STAND ALONE	1
NHK11	DOUBLE BURNER GAS RANGE	1
NHK12	GAS RANGE FOR BULK COOKING / FRY	1
NHK13	COMBI STEAMER 6-1 E MODEL	1
NHK14	SS WORK TABLE WITH 2 UNDER SHELVES	1
NHK15	GRIDDLE PLATE GAS MODEL	2
NHK16	SS GRATING FULLY BOX TYPE WITH MODULAR TOP	8
Equipment No	Description	Qty
	DISH WASHING AREA	
DW1	SOIL DISH RECEIVING TABLE WITH CHUTE	1
DW2	SPREADER TABLE WITH UNDER SHELF	1
DW3	PRE WASH SINK- 2 SINK	1
DW4	DISH WASHING MACHINE CONVEYOR TYPE	1
DW5	JET SPRAYER	1
DW6	CLEAN DISH LANDING TABLE WITH 2 UNDER SHELVES	1
DW7	DRAIN GRATINGS -SS-BOX TYPE	3
DW8	STORAGE RACK-5-TIER	4
DW9	CRATE HOLDING TROLLEY	3
DW10	VAPOUR HOOD FOR DISH WASHING MACHINE	1
	UTILITY ITEMS	
UT1	AIR CURTAIN - 2000 mm Length	5
UT2	FLY CATCHER	20
UT3	STEAM CLEANER	2
UT4	HOSE REEL	2
	EXHAUST HOOD- 304 GRADE SS SHEET- DOUBLE SKIN MODEL	
EH1	EXHAUST HOOD WITH SS FILTERS MADE OF SS 202 GRADE 20 SWG SS SHEET FOR IK1& IK2	1
EH1A	SUPPRESSION SYSTEM FOR THE ABOVE HOOD	1

EH2	EXHAUST HOOD WITH SS FILTERS MADE OF SS 202 GRADE 20 SWG SS SHEET FOR IK3& IK4	1
EH2A	SUPPRESSION SYSTEM FOR THE ABOVE HOOD	1
EH3	EXHAUST HOOD WITH SS FILTERS MADE OF SS 202 GRADE 20 SWG SS SHEET FOR HK 10,11,2,12&13	1
EH3A	SUPPRESSION SYSTEM FOR THE ABOVE HOOD	1
EH4	EXHAUST HOOD WITH SS FILTERS MADE OF SS 202 GRADE 20 SWG SS SHEET FOR HK 1,2,3 &4	1
EK4A	SUPPRESSION SYSTEM FOR THE ABOVE HOOD	1
EH5	EXHAUST HOOD WITH SS FILTERS MADE OF SS 202 GRADE 20 SWG SS SHEET FOR NHK1,2,3&4	1
EH5A	SUPPRESSION SYSTEM FOR THE ABOVE HOOD	1
EH6	EXHAUST HOOD WITH SS FILTERS MADE OF SS 202 GRADE 20 SWG SS SHEET FOR NHK11,12,13&15	1
EH6A	SUPPRESSION SYSTEM FOR THE ABOVE HOOD	1
Equipment No	Description	Qty
	SERVICE EQUIPMENTS	
1	INSULATED FOOD PACK TROLLEY	16
2	FOOD SERVICE COUNTER WITH GN PAN	4
3	SALAD COUNTER (AMBIENCE TEMP)	4
4	CROCKERY / CUTLERY / PLATE COUNTER	4
5	SOUP POT (ELECTRICAL)	4
6	CHAFING DISH INDUCTION CHAFFER	20
7	WATER COOLER WITH COLD & PLAIN TAPS	6
8	WATER GLASS (USED/ UNUSED) RACK	6
	F6 (CONVENTION CENTER)	
	PANTRY	
B-01	SPREADER TABLE	2
B-02	TANDOOR	3
B-03	SPREADER TABLE	1
B-04	WORK TOP WITH UNDER COUNTER CHILLER WITH O.H.S	1
B-05	WORK COUNTER WITH O.H.S	2
B-06	SPREADER TABLE	2
B-07	TWIN TANK ELECTRICAL MODEL DEEP FAT FRYER	2
B-11	WORK TABLE WITH SINK & O.H.S	1
B-12	SS GRATING WITH BOTTOM BOXING & SS FILTER PLATE AND TOP MODULAR	1

B-13	SS EXHAUST HOOD WITH BAFFLE TYPE FILTER FOR - TANDOOR	1
B-13A	SUPPRESSION SYSTEM FOR THE ABOVE HOOD	1
B-14	SS EXHAUST HOOD WITH BAFFLE TYPE FILTER FOR - FRYERS	1
B-14A	SUPPRESSION SYSTEM FOR THE ABOVE HOOD	1
B-15	SS EXHAUST HOOD WITH BAFFLE TYPE FILTER FOR - SINGLE BURNER RANGE	1
B-15A	SUPPRESSION SYSTEM FOR THE ABOVE HOOD	1
B-16	SINGLE BURNER RANGE	3
B-17	SS VERTICAL CUPBOARD	1
B-18	SS FIVE TIER STORAGE RACK	2
B-19	TWO DOOR VERTICAL FREEZER	2
B-20	TWO DOOR VERTICAL CHILLER	2
B-21	ICE BIN STORAGE INSULATED	1
B-22	WORK COUNTER	1
B-23	WORK TOP WITH UNDER COUNTER STORAGE CABINET	1
B-24	UNDER COUNTER BOTTLE CHILLER	2
B-25	WORK TOP WITH UNDER COUNTER STORAGE CABINET	1
Equipment No	Description	Qty
B-26	WORK TOP WITH UNDER COUNTER STORAGE CABINET	1
B-27	WORK TOP WITH GLASS RACK	1
B-28	COCKTAIL STATION	1
B-29	BLENDER	1
B-30	SINK	1
B-31	GARBAGE UNIT	1
B-32	UNDER COUNTER GLASS WASHER	1
B-33	WORK TOP WITH UNDER COUNTER STORAGE CABINET	1

Section 9: Specification Sheet

Section 09: Specification Sheets

The specification sheets are attached with this RFQ cum RFP as Appendix – XI with details of each equipment which have been approved by the Employer.

Section 10:

Form of Agreement

Section 10: Form of Agreement

(To be executed on requisite value of stamp Papers)

AGREEMENT

THIS AGREEMENT is entered into on this the ____ day of _____, 2021~~10~~

BETWEEN

The India International Convention and Exhibition Centre Limited (IICC), represented by its MD & CEO, New Delhi, incorporated under Indian Companies and having registered office at (8th floor, Tower 1, Jeevan Bharti Building, Connaught Place, New Delhi -110001 (hereinafter referred to as the **"Employer"** which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part;

AND

M/s. _____ means the selected bidder incorporated under Indian Companies Act, _____ having its registered office at _____, (hereinafter referred to as the **"Contractor"** which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the Other Part.

WHEREAS:

- (A) The Employer has decided to undertake works for "Supply, Installation, Testing and Commissioning of Kitchen Equipment in Exhibition Hall 1 & Convention Centre at IICC Dwarka, New Delhi" on TURNKEY Basis in accordance with the terms and conditions to be set forth in this agreement.
- (B) The Employer had accordingly invited proposals by its Request for Qualification cum Proposal No. (the **"Request for Qualification cum Proposal "or "RFQ&P"**) for shortlisting of bidders for execution of the **"Project" on Turnkey basis** and had shortlisted certain bidders including, inter alia, the Contractor.
- (C) After evaluation of the bids received, the Employer had accepted the bid of the selected bidder and issued its Letter of Award No. _____ dated _____ (Hereinafter called the **"LOA"**) to the selected bidder for "Works of Supply, Installation, Testing and Commissioning of Kitchen Equipment in Exhibition Hall 1 & Convention Centre at IICC Dwarka, New Delhi" on TURNKEY Basis" at the Contract Value specified hereinafter, requiring the selected bidder to inter alia:
 - (i) Execute this Agreement within 10 (Ten Days) days of the date of issue of LOA.

- (D) In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- (E) The following documents shall be deemed to form and be read and construed as part of this Agreement:
- a. Letter of Acceptance of Tender
 - b. Notice Inviting Tender
 - c. Instructions to the Tenderers
 - d. Appendix to Tender
 - e. Special Conditions of the Contract
 - f. General Conditions of Contract
 - g. Broad Scope of work & Technical Specifications
 - h. Tender Drawings
 - i. Relevant codes and Standards
 - j. Bill of Quantities
- (F) In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
- (G) The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Value or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

(Name, Designation and address of the authorised signatory)

Signed for and on behalf of the Contractor in the presence of:

Witness:

1.

2.

(Name, Designation and address of the authorised signatory)

Signed for and on behalf of the Employer in the presence of:

Witness:

1.

2.

Name and address of the witnesses to be indicated.

Appendix

Appendix – I – Letter Comprising of Technical Bid

To,

Dated: [*****]
*****]

Sub: Tender for the Supply, Installation, Testing and Commissioning of Kitchen Equipment in Exhibition Hall 1 & Convention Centre at IICC Dwarka, New Delhi, on Turnkey Basis

Dear Sir,

With reference to your RFQ cum RFP document dated, we, having examined the RFQ cum RFP, Agreement, Schedules, Drawings, Price Bid, Scope and Technical Specifications document and understood its contents, hereby submit our Bid for the aforesaid project. The Bid is unconditional and unqualified.

2. We acknowledge that the Employer will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Bidders for the aforesaid project, and we certify that all information provided in the Bid and in all is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder for the Supply, Installation, Testing and Commissioning of Kitchen Equipment in Exhibition Hall 1 & Convention Centre at IICC Dwarka, New Delhi on Turnkey Basis (incl. Defects Liability Period.)
4. We shall make available to the Employer any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
5. We acknowledge the right of the Employer to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, any of the Joint Venture Members have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial Employer or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public Employer nor have had any contract terminated by any public Employer for breach on our part.
7. We declare that:
 - a) We have examined and have no reservations to the Tender Documents, including any Addendum issued by the Employer; and

- b) We do not have any conflict of interest in accordance with Clauses 4.2.1(c) and 4.2.1(d) of the RFQ cum RFP document; and
 - c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 7.1 (ee) of the RFQ cum RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Employer or any other public sector enterprise or any government, Central or State; and
 - d) We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 7.1 (ee) of the RFQ cum RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 8. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 4.11.6 of the RFQ cum RFP document.
 - 9. We believe that we/our Joint Venture/proposed Joint Venture satisfy(ies) the Technical Capacity and meet(s) all the requirements as specified in the RFQ cum RFP document and are qualified to submit a Bid.
 - 10. We declare that we/any Member of the Joint Venture are not a Member of a/any other Joint Venture applying for bid.
 - 11. We certify that in regard to matters other than security and integrity of the country, we/any Member of the Joint Venture have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory Employer which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
 - 12. We further certify that in regard to matters relating to security and integrity of the country, we/any Member of the Joint Venture have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
 - 13. We further certify that no investigation by a regulatory Employer is pending either against us/ any Member of the Joint Venture or against our CEO or any of our directors/managers/ employees.
 - 14. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFQ cum RFP, we shall intimate the Employer of the same immediately.

15. Integrity Pact as per Appendix-VII of the RFQ cum RFP document, and duly signed, is enclosed. The power of attorney for signing of bid and the power of attorney for Lead Member of Joint Venture, as per format provided at Appendix-II and III respectively of the RFQ cum RFP, are also enclosed.
16. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Employer in connection with the selection of Bidders, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
17. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
18. We have studied all the Bidding Documents carefully and also surveyed the project. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Agreement.
19. We have submitted BID Security declaration form in accordance with the RFQ cum RFP Document.
20. The BID Security declaration form and the Bid Processing fees are enclosed herewith in the prescribed format;
21. We agree and undertake to abide by all the terms and conditions of the RFQ cum RFP document.
22. We undertake to engage personnel specialized/ sub-contractors for design and construction of those elements of the Project for which we do not have adequate experience.
23. {We agree and undertake to be jointly and severally liable for all the obligations of the Contractor under the Turnkey Agreement.}
24. We hereby submit our BID and offer a BID Price as indicated in Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.
25. We shall keep this offer valid for 180 (One hundred and Eighty) days from the BID Due Date specified in the RFQ cum RFP.

In witness thereof, we submit this bid under and in accordance with the terms of the RFQ cum RFP document.

Yours faithfully,

Date: (Signature, name and designation of the Authorised Signatory)

Place: Name and seal of the Bidder/ Lead Member

Note: Paragraphs in square parenthesis may be omitted, if not applicable, or modified as necessary.

Appendix – I – Annex – I – Details of the Bidder

1. (a) Name:
(b) Country of incorporation:
(c) Address of the corporate headquarters and its branch office(s), if any, in India:
(d) Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/ communication for the Employer:

(a) Name:
(b) Designation:
(c) Registered Company:
(d) Address:
(e) Telephone Number:
(f) E-Mail Address:
(g) Fax Number:
4. Particulars of the Authorised Signatory of the Bidder:
(a) Name:
(b) Designation:
(c) Address:
(d) Phone Number:
(e) Fax Number:
5. In case of a Joint Venture:

(a) The information above (1 - 4) should be provided for all the Members of the Joint Venture.

(b) A copy of the Jt. Bidding Agreement, as envisaged in Clause 4.7.5 should be attached to the Bid.

(c) Information regarding the role of each Member should be provided as per table below:

Sl. No.	Name of Member	Role*
1.		
2.		
3.		

The role of each Member, as may be determined by the Bidder, should be indicated in accordance with Clause 4.2.3.

(d) The following information shall also be provided for each Member of the Joint Venture:

Name of Bidder / member of Joint Venture

No.	Criteria	Yes	No
1.	Has the Bidder/ constituent of the Joint Venture been barred by the Central/ State Government, or any entity controlled by it, from participating in any project		
2.	If the answer to 1 is yes, does the bar subsist as on Bid Due Date.		

Appendix – I – Annex – II A – Technical Capacity of the Bidder

Details of Similar Works

S. No	Name of work and its location	Name of Employer & its contact details	Date and No. of Completion Certificate	Date of Start	Date of Completion	Cost of Work on completion	Project Type and Details
1.							
2.							
3.							

All the works submitted against similar works shall be supported by completion certificate. Works submitted without the completion certificate shall not be considered.

Signature of Bidder with Seal

Appendix – I – Annex – II B – Financial Capacity of the Bidder

(Refer Clauses 4.2.2 (B) and 5.3)

COMPLETE FINANCIAL DETAILS

Tender For:

MANDATORY INFORMATION DOCUMENTS:

	Description	Year 2017- 2018	Year 2018- 2019	Year 2019- 2020	Average
i)	Annual Financial turnover as on 31 st March of Last FY				
ii)	Net Worth (paid up capital+ reserves) as on 31 st March of FY 2019 - 20				

1. Summarized page of Audited Balance Sheet of each Financial Year indicated (ending 31st March of each FY) duly certified by the chartered account, is to be submitted.
2. In case the Bidder does not have a statutory auditor, it may provide the certificate from its Chartered Accountant

Signature of Statutory
Auditor with Seal / CA

Seal and Signature
of bidder

Appendix – I B – Letter comprising the Financial BID

(Refer Clauses 4.7.5)

(To be submitted Online)
Financial Proposal Submission Form

To,
CEO & MD,
IICC Limited,
8th Floor, Tower-1, LIC,
Jeevan Bharti Building, Connaught Place,
New Delhi - 110001
India

Dear Sir,

Subject: Works of "Supply, Installation, Testing and Commissioning of Kitchen Equipment in Exhibition Hall 1 & Convention Centre " at IICC Dwarka, New Delhi onTURNKEY Basis

We, the undersigned, offer to provide the services for **"Supply, Installation, Testing and Commissioning of Kitchen Equipment in Exhibition Hall 1 & Convention Centre at IICC Dwarka, New Delhi" on TURNKEY Basis"** in accordance with your proposal dated [date] and our Proposal. Our attached Financial Proposal is for the sum of Rs. [amount(s) in words and figures] inclusive of all applicable taxes.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from arithmetic correction, if any, up to expiration of the validity period of the Proposal, i.e. [date].

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".

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Appendix – I B – Annex – I Price Bid

Based on the scope of work, drawings, specifications, tender conditions, corrigendum (if any), bidder shall quote price against each item as listed below. All these documents shall be read in conjunction with each other for the most stringent requirements to follow & any discrepancy among these referenced documents must be brought to the notice prior to submission of bid:

COST OF KITCHEN EQUIPMENT (Fully facilitated as per Scope, Specification Sheet, Tender Drawing, & Tender Documents in complete)

Equipment No	Description	Qty	Unit	Unit Price	Total
	BASEMENT FLOOR				
	HAND WASHING AREA				
HW1	HAND WASHING SINK WITH SANITATION / STERILIZER SET	2	Nos		
HW2	SS COUNTER WITH DRYER/ TOWEL HANGER	1	Nos		
HW3	SS WALL CABINET WITH DOOR	1	Nos		
	WEIGHING AREA				
1	WEIGHING MACHINE	2	Nos		
2	WEIGHING MACHINE	2	Nos		
3	PLATFORM TROLLY	4	Nos		
5	INSECTOCUTOR	2	Nos		
6	GARBAGE BIN	25	Nos		
8	INSECTOCUOR	4	Nos		

	PRE WASHING & SEGRGATION AREA -VEG				
9	PRE WASH SINK	1	Nos		
11	VEGETABLE WASHING MACHINE	2	Nos		
12	RICE WASHING MACHINE	1	Nos		
13	WORK TABLE WITH UNDER SHELF ON WHEELS	3	Nos		
15	INSECTOCUOR	2	Nos		
	MASALA / GRINDING AREA				
17	POTATO PEELER	2	Nos		
18	PULVARISER	2	Nos		
19	TILTING WET GRINDER	2	Nos		
20	TILTING WET GRINDER	2	Nos		
	PRE-PREPARATION- VEG				
22	PRE WASH SINK	2	Nos		
23	WORK TABLE WITH UNDER SHELF	6	Nos		
24	WALL CABINET WITH DOOR	3	Nos		
25	VEGETABLE CUTTING MACHINE	2	Nos		
26	SS STORAGE RACK-4-TIER	3	Nos		
27	SS VEG CRATE TROLLEY	4	Nos		

28	VEGETABLE CUTTING MACHINE STAND ALONE	1	Nos		
30	INSECTOCUOR	3	Nos		
Equipment No	Description	Qty		Unit Price	Total
32	PRE FABRICATED CHILLER ROOM (INNER & OUTER MADE OF SS)	1	Nos		
33	SS RACK FOR CHILLER ROOM	8	Nos		
35	PRE FABRICATED FREEZER ROOM (INNER & OUTER MADE OF SS)	1	Nos		
36	SS RACK FOR FREEZER ROOM	6	Nos		
37	SS RACK FOR FREEZER ROOM	4	Nos		
	DRY STORE ROOM				
39	SS STORAGE RACK WITH 5 TIER	8	Nos		
40	SS PALLET (LOW HT PLATFORM RACK)	4	Nos		
41	PVC BIN FOR FLOUR STORAGE	6	Nos		
42	WORK TABLE WITH ONE UNDER SHELF	2	Nos		
44	INSECTOCUOR	2	Nos		
	NON VEG RECEIVING & PRE PREPARATION				
45	WEIGHING MACHINE	1	Nos		
46	PRE WASH SINK	1	Nos		
47	SS WORK TABLE WITH 2 UNDER SHELVES	2	Nos		
48	SS WORK TABLE WITH 2 UNDER SHELVES	5	Nos		
49	SS WALL CABINET WITH DOOR	3	Nos		
50	SS SINGLE BOWL SINK STAND ALONE	2	Nos		
51	FISH CUTTING MACHINE	1	Nos		
52	MEAT MINCER	1	Nos		
53	MEAT SLICER	1	Nos		

54	WORK TOP UNDER FREEZER	1	Nos		
57	INSECTOCUOR	3	Nos		
	REFRIGERATION EQUIPMENT				
58	FOUR DOOR (4 HALF DOOR) VERTICAL CHILLER	1	Nos		
59	FOUR DOOR (4 HALF DOOR) VERTICAL FREEZER	1	Nos		
	TROLLEYS				
60	SS NON- VEG TRANSPORT TROLLEY (IN THE NON VEG PREPARATION ROOM)	2	Nos		
61	SS BUSSING TROLLEY	4	Nos		
62	PLATFORM TROLLY	2	Nos		
	RICE/ FLOUR (IN THE DRY STORE ROOM)				
63	PVC PALLET	8	Nos		
65	PRE FABRICATED FREEZER ROOM FOR NON VEG STORE (INNER & OUTER MADE OF SS)	1	Nos		
66	PRE FABRICATED CHILLER ROOM FOR NON VEG STORE (INNER & OUTER MADE OF SS)	1	Nos		
67	SS RACK FOR CHILLER ROOM (FOR BOTH THE ROOMS)	26	Nos		
	MISCELLANEOUS				
70	INSECTOCUTOR IN COMMON AREA	4	Nos		
71	STEAM CLEANER	2	Nos		
72	HOSE REEL	2	Nos		
Equipment No	Description	Qty		Unit Price	Total
73	AIR CURTAIN WITH SENSOR (APPX QTY AS SUITABLE TO THE SITE CONDITION)	6	Nos		

	GROUND FLOOR				
	HAND WASH				
1	HAND WASHING SINK WITH SANITATION / STERILIZER SET	1	Nos		
2	SS WORK TABLE WITH UNDER SHELF - COUNTER MODEL	1	Nos		
3	WALL CABINET WITH DOOR	1	Nos		
	PREPARATION ZONE				
4	VEGETABLE CUTTING MACHINE	2	Nos		
5	PRE WASH SINK	2	Nos		
5A	JET SPRAYER	2	Nos		
6	POTATO BIN-SS	3	Nos		
7	GARLIC BIN-SS	1	Nos		
8	ONION BIN-SS	3	Nos		
9	WORK TABLE WITH UNDER SHELF	3	Nos		
10	WALL CABINET WITH DOOR	2	Nos		
13	INSECTOCUTOR	1	Nos		
	STEAMER KITCHEN				
14	TILTING BOILING PAN- 150 LTS CAP	3	Nos		
15	COMBI STEAMER (1/1X 20 X 20) 20 X 2 ELECTRICAL MODEL	2	Nos		
16	COMBI STEAMER ADDITIONAL TROLLEY	2	Nos		
17	HAND WASHING SINK	1	Nos		
20	SS BULK FOOD TRANSPORT TROLLY 2 TIER	4	Nos		

	RICE & OIL STORAGE				
21	SS STORAGE RACK-3-TIER	8	Nos		
23	INSECTOCUTOR	2	Nos		
	REFRIGERATION				
24	FOUR DOOR (4 HALF DOOR) VERTICAL CHILLER	2	Nos		
25	FOUR DOOR (4 HALF DOOR) VERTICAL FREEZER	1	Nos		
	FOOD TROLLEY				
26	SS GN PAN TROLLEY	5	Nos		
	DISH WASHING & POT WASH				
27	POT RACK-3 TIER	4	Nos		
28	PLATE RACK-5 TIER	4	Nos		
29	PLATE/ CROCKERY / CUTLERY RACK-5 TIER	8	Nos		
30	SS POT WASH SINK	1	Nos		
31	JET SPRAYER	1	Nos		
32	GARBAGE BIN -PVC-	6	Nos		
33	SOIL DISH LANDING TABLE WITH CHUTE	1	Nos		
34	PRE RINSE TABLE WITH 2 SINK BOWL	1	Nos		
35	JET SPRAYER	1	Nos		
36	HEAVY DUTY 900 PLATES PER /HR WASHING MACHINE	1	Nos		
37	CLEAN DISH LANDING TABLE WITH 2 UNDER SHELVES	1	Nos		
Equipment No	Description	Qty		Unit Price	Total
38	INSECTOCUTOR	3	Nos		

40	SPREADER TABLE WITH UNDER SHELF	1	Nos		
	TROLLEYS				
41	INSULATED FOOD PACK TROLLEY	5	Nos		
	MISCELLANEOUS				
43	INSECTOCUTOR IN THE COMMON AREA	5	Nos		
44	AIR CURTAIN WITH SENSOR	10	Nos		
45	STEAM CLEANER	2	Nos		
46	HOSE REEL	2	Nos		
	EXHAUST HOOD				
47	SS EXHAUST HOOD WITH SS BAFFLE FILTERS FOR TILTING BOILING PAN-DOUBLE SKIN	1	Nos		
47A	SUPPRESSION SYSTEM FOR THE ABOVE HOOD	1	Nos		
48	SS EXHAUST HOOD WITH SS BAFFLE FILTERS FOR COMBI STEAMER-DOUBLE SKIN	2	Nos		
48A	SUPPRESSION SYSTEM FOR THE ABOVE HOOD	2	Nos		
49	SS EXHAUST VAPOUR HOOD FOR DISH WASHING MACHINE	2	Nos		
	FIRST FLOOR				
1	HAND WASHING SINK WITH SANITATION / STERILIZER SET	2	Nos		

2	SS WORK TABLE WITH UNDER SHELF - COUNTER MODEL	1	Nos		
3	WALL CABINET WITH DOOR	1	Nos		
4	STORAGE RACK-4-TIER	1	Nos		
	CHAPATHY / HOT FRY KITCHEN				
5	BUSING TROLLEY	5	Nos		
6	WORK TABLE WITH UNDER SHELVES	5	Nos		
7	BATTER TABLE WITH CONTAINERS	3	Nos		
8	CHAPATHY MAKING SEMI AUTOMATIC MACHINE	1	Nos		
9	DOSA / CHAPATH PLATE WITH PUFFER	3	Nos		
10	SIDE TABLE WITH UNDER SHELVES	3	Nos		
11	WORK TABLE WITH UNDER SHELF & OHS	4	Nos		
12	STORAGE RACK-4-TIER	1	Nos		
13	SINGLE BOWL SINK	1	Nos		
14	WORK TOP UNDER CHILLER	1	Nos		
15	WORK TOP UNDER FREEZER	1	Nos		
16	SINGLE BURNER GAS RANGE FOR BULK COOKING	2	Nos		
17	BRAT PAN (BRAISING PAN)-90-100 LTS CAP	2	Nos		
18	WORK TABLE WITH UNDER SHELF & OHS	3	Nos		
20	SINGLE BOWL SINK	2	Nos		

21	DOUGH SHEETING TABLE WITH UNDER SHELVES	2	Nos		
22	DOUGH SHEETING MACHINE	1	Nos		
23	DOUGH BALL CUTTING MACHINE	1	Nos		
24	DOUGH KNEADING MACHINE	2	Nos		
25	WALL CABINET WITH DOOR	1	Nos		
Equipment No	Description	Qty		Unit Price	Total
	HOT KITCHEN VEG				
26	SINGLE BOWL SINK	1	Nos		
27	SS COVERING TANDOOR POT GAS MODEL	3	Nos		
28	DOUBLE BURNER GAS RANGE	1	Nos		
28A	SINGLE BURNER GAS RANGE	2	Nos		
28B	SIDE TABLE WITH UNDER SHELVES	1	Nos		
29	WORK TABLE WITH UNDER SHELF & OHS	1	Nos		
30	WORK TABLE WITH UNDER SHELF	4	Nos		
31	WORK TOP UNDER CHILLER	1	Nos		
31A	WORK TOP UNDER FREEZER	1	Nos		
32	TWO BURNER CHINESE GAS RANGE WITH STOCK POT	1	Nos		
33	SINGLE BURNER CHINESE GAS RANGE / STOCK POT	2	Nos		
	BAKERY KITCHEN				
34	PLANATERY MIXER	1	Nos		
35	3 DECK BAKING OVEN	1	Nos		

36	WORK TABLE WITH UNDER SHELF	3	Nos		
37	WALL CABINET WITH DOOR	1	Nos		
38	SINGLE BOWL SINK	2	Nos		
39	STORAGE RACK-4 TIER	2	Nos		
40	DOUGH SHEETER MACHINE	1	Nos		
41	DOUGH PROVING	1	Nos		
42	DOUGHNET FRYER	1	Nos		
43	BREAD SLICER	1	Nos		
44	SHEET TRAY RACK ON WHEELS	2	Nos		
45	WORK TOP UNDER CHILLER	1	Nos		
46	FOUR DOOR VERTICAL FREEZER	1	Nos		
47	FOUR DOOR VERTICAL CHILLER	1	Nos		
48	PRE FABRICATED COMBO - CHILLER ROOM FOR BAKERY KITCHEN (INNER & OUTER MADE OF SS)	1	Nos		
49	BAKERY TRAY HOLDING RACK -SS	15	Nos		
	COLD ROOM FOR VEG				
50	PRE FABRICATED CHILLER ROOM FOR COOKED FOOD (INNER & OUTER MADE OF SS)	1	Nos		
51	SS RACK FOR CHILLER ROOM	3	Nos		
52	SS RACK FOR CHILLER ROOM	8	Nos		
	COLD ROOM FOR NON-VEG				

53	PRE FABRICATED CHILLER ROOM FOR COOKED FOOD (INNER & OUTER MADE OF SS)	1	Nos		
54	SS RACK FOR CHILLER ROOM	3	Nos		
55	SS RACK FOR CHILLER ROOM	9	Nos		
	POT WASH				
56	POT RACK-3-TIER	2	Nos		
57	POT RACK-4 TIER	8	Nos		
58	POT WASH SINK	1	Nos		
Equipment No	Description	Qty		Unit Price	Total
59	JET SPRAYER	1	Nos		
	SERVICE				
60	INSULATED FOOD PACK TROLLEY	8	Nos		
63	FLY CATCHER	11	Nos		
64	AIR CURTAIN appx qty	6	Nos		
65	STEAM CLEANER	2	Nos		
66	HOSE REEL	2	Nos		
	NON VEG HOT KITCHEN				
67	BRAT PAN (BRAISING PAN)-90-100 LTS CAP	2	Nos		
68	WORK TABLE WITH UNDER SHELF & OHS	2	Nos		
70	SS COVERING TANDOOR POT GAS MODEL	3	Nos		
71	SS SIDE TABLE WITH 2 UNDER SHELVES FOR TANDOOR	2	Nos		
72	GRIDDLE PLATE	2	Nos		

73	SS SIDE TABLE WITH 2 UNDER SHELVES FOR GRIDDLE PLATE	1	Nos		
74	SINGLE BURNER CHINESE GAS RANGE / STOCK POT	1	Nos		
75	TWO BURNER CHINESE GAS RANGE / STOCK POT	1	Nos		
76	SINGLE BURNER GAS RANGE FOR BULK COOKING / FRYING	4	Nos		
77	SINGLE BOWL SINK	1	Nos		
78	WORK TABLE WITH UNDER SHELF & OHS	2	Nos		
79	WORK TOP UNDER CHILLER	1	Nos		
	EXHAUST HOOD				
80	SS EXHAUST HOOD WITH BAFFLE TYPE FILTER FOR CHAPATHY MACHINE	1	Nos		
80A	SUPPRESSION SYSTEM FOR THE ABOVE HOOD	1	Nos		
81	SS EXHAUST HOOD WITH BAFFLE TYPE FILTER FOR DOSA / CHAPATHY PLATE	1	Nos		
81A	SUPPRESSION SYSTEM FOR THE ABOVE HOOD	1	Nos		
82	SS EXHAUST HOOD WITH BAFFLE TYPE FILTER FOR HOT FRY KITCHEN	1	Nos		
82A	SUPPRESSION SYSTEM FOR THE ABOVE HOOD	1	Nos		
83	SS EXHAUST HOOD WITH BAFFLE TYPE FILTER FOR HOT KITCHEN	1	Nos		
83A	SUPPRESSION SYSTEM FOR THE ABOVE HOOD	1	Nos		
84	SS EXHAUST HOOD WITH BAFFLE TYPE FILTER FOR HOT KITCHEN	1	Nos		

84A	SUPPRESSION SYSTEM FOR THE ABOVE HOOD	1	Nos		
85	SS EXHAUST HOOD WITH BAFFLE TYPE FILTER FOR 3 DECK BAKING OVEN	1	Nos		
85A	SUPPRESSION SYSTEM FOR THE ABOVE HOOD	1	Nos		
86	SS EXHAUST HOOD WITH BAFFLE TYPE FILTER FOR BRAT PAN - NON VEG KITCHEN	1	Nos		
86A	SUPPRESSION SYSTEM FOR THE ABOVE HOOD	1	Nos		
87	SS EXHAUST HOOD WITH BAFFLE TYPE FILTER FOR - NON VEG TANDOOR KITCHEN	1	Nos		
87A	SUPPRESSION SYSTEM FOR THE ABOVE HOOD	1	Nos		
Equipment No	Description	Qty		Unit Price	Total
88	SS EXHAUST HOOD WITH BAFFLE TYPE FILTER FOR - NON VEG BULK - CHINES KITCHEN	1	Nos		
88A	SUPPRESSION SYSTEM FOR THE ABOVE HOOD	1	Nos		
	F5 (CONVENTION CENTER)				
	HAND WASHING				
HW1	HAND WASHING SINK WITH SOAP DISPENSER/ SANITIZATION	1	Nos		
HW2	WALL CABINET WITH DOOR	1	Nos		
	VEG- RECEIVING ZONE				
VR1	WEIGHING MACHINE	2	Nos		
VR2	SS WORK TABLE WITH 2 UNDER SHELVES	1	Nos		
VR3	PLATFORM TROLLY	2	Nos		

VR4	SS GRATING WITH BOTTOM BOXING & SS FILTER	1	Nos		
	NON-VEG- RECEIVING ZONE				
NVR1	WEIGHING MACHINE	2	Nos		
NVR2	SS WORK TABLE WITH 2 UNDER SHELVES	1	Nos		
NVR3	PLATFORM TROLLY	1	Nos		
NVR4	SS GRATING WITH BOTTOM BOXING & SS FILTER	1	Nos		
	VEG-PRE WASH & PREPARATION ROOM				
PP1	WORK TABLE WITH 2 UNDER SHELVES	1	Nos		
PP2	RICE WASHING MACHINE-COMMERCIAL MODEL	1	Nos		
PP3	TILTING WET GRINDER	2	Nos		
PP4	POTATO PEELER	1	Nos		
PP5	PULVARIZER	1	Nos		
PP6	VEGETABLE CUTTING MACHINE STAND ALONE	1	Nos		
PP7	WORK TABLE WITH 2 UNDER SHELVES	1	Nos		
PP8	WALL CABINET WITH DOOR	1	Nos		
PP9	VEGETABLE CUTTING MACHINE	1	Nos		
PP10	SINGLE BOWL SINK - STAND ALONE	1	Nos		
PP11	VEGETABLE WASHING MACHINE	1	Nos		
PP12	WORK TABLE WITH 2 UNDER SHELVES	2	Nos		

PP13	SS GRATING FULLY BOX TYPE WITH MODULAR TOP	2	Nos		
PP14	SS GRATING FULLY BOX TYPE WITH MODULAR TOP	4	Nos		
PP15	SS GRATING FULLY BOX TYPE WITH MODULAR TOP	1	Nos		
PP16	WORK TOP UNDER CHILLER	1	Nos		
PP17	REACH IN CHILLER (4 DOOR VERTICAL CHILLER)	1	Nos		
PP18	REACH IN FREEZER (4 DOOR VERTICAL FREEZER)	1	Nos		
PP19	REACH IN FREEZER (2 DOOR VERTICAL FREEZER)	1	Nos		
	NON-VEG-PRE WASH & PREPARATION ROOM				
NPP1	SS WORK TOP TABLE	1	Nos		
NPP2	SS WORK TABLE WITH 2 UNDER SHELVES	2	Nos		
NPP3	SS WORK TABLE WITH 2 UNDER SHELVES	2	Nos		
NPP4	SS WALL CABINET WITH DOOR	1	Nos		
NPP5	SS SINGLE BOWL SINK STAND ALONE	2	Nos		
Equipment No	Description	Qty		Unit Price	Total
NPP6	FISH CUTTING MACHINE-SLICER	1	Nos		
NPP7	MEAT MINCER	2	Nos		
NPP8	MEAT SLICER	2	Nos		
NPP9	WORK TOP UNDER FREEZER	1	Nos		
NPP10	REACH IN CHILLER (4 DOOR VERTICAL CHILLER)	1	Nos		

NPP11	REACH IN FREEZER (4 DOOR VERTICAL FREEZER)	1	Nos		
NPP12	REACH IN FREEZER (2 DOOR VERTICAL FREEZER)	1	Nos		
NPP13	CHEST FREEZER	1	Nos		
NPP14	SS GRATING WITH BOTTOM BOXING & SS FILTER PLATE AND TOP MODULAR	1	Nos		
NPP15	SS GRATING WITH BOTTOM BOXING & SS FILTER PLATE AND TOP MODULAR	2	Nos		
	BEVERAGES KITCHEN				
BK1	TWO DOOR VERTICAL CHILLER	1	Nos		
BK2	TWO DOOR VERTICAL FREEZER	1	Nos		
BK3	UNDER FREEZER ICE CREAM CABINET WITH GN PANS	1	Nos		
BK4	WORK TOP UNDER CHILLER	1	Nos		
BK5	WORK TABLE WITH SINK	1	Nos		
BK6	SS GRATING FULLY BOX TYPE WITH MODULAR TOP	3	Nos		
BK7	JUICER	2	Nos		
BK8	MIXER	2	Nos		
BK9	BLENDER	2	Nos		
	DRY STORE				
DS1	STORAGE RACK-5-TIER	10	Nos		
DS2	SS PALLET (LOW PLATFORM)	3	Nos		
DS3	FLOUR BIN	6	Nos		
DS4	WORK TABLE WITH UNDER SHELVES	1	Nos		
DS5	WEIGHING MACHINE	1	Nos		
	COMBO COLD ROOM CHILLER / FREEZER FOR VEG STORAGE				
CR1	COMBO COLD ROOM CHILLER / FREEZER	1	Nos		

CR2	COLD ROOM RACK FOR CRATES-5 TIER	5	Nos		
CR3	COLD ROOM RACK 5- TIER	8	Nos		
CR4	SS GRATING FULLY BOX TYPE WITH MODULAR TOP	2	Nos		
	COMBO COLD ROOM CHILLER / FREEZER FOR NON-VEG STORAGE				
NCR1	COMBO COLD ROOM CHILLER / FREEZER	1	Nos		
NCR2	COLD ROOM RACK FOR CRATES-5 TIER	5	Nos		
NCR3	COLD ROOM RACK 5- TIER	8	Nos		
NCR4	SS GRATING FULLY BOX TYPE WITH MODULAR TOP	2	Nos		
	POT WASH				
PW1	POT RACK-4-TIER	3	Nos		
PW2	POT STORAGE RACK-4-TIER	2	Nos		
PW3	POT SINK	1	Nos		
PW4	JET SPRAYER	1	Nos		
Equipment No	Description	Qty		Unit Price	Total
PW5	SS GRATING FULLY BOX TYPE WITH MODULAR TOP	4	Nos		
PW6	SS GRATING FULLY BOX TYPE WITH MODULAR TOP	1	Nos		
	INDIAN / ASIAN KITCHEN				
IK1	TILTING BOILING STEAMER	2	Nos		
IK2	COMBI STEAMER (1/1X 20 X 20) 20 X 2 ELECTRICAL MODEL	2	Nos		
IK2 A	COMBI STEAMER ADDITIONAL TROLLEY	2	Nos		
IK3	BULK GAS RANGE	2	Nos		
IK4	BRAT PAN - FRYING PAN-GAS MODEL	2	Nos		

IK5	PICKUP COUNTER WITH U/S & OHS	1	Nos		
IK6	WORK TOP UNDER CHILLER WITH OHS	1	Nos		
IK7	WORK TOP UNDER FREEZER WITH OHS	1	Nos		
IK8	SS GRATING FULLY BOX TYPE WITH MODULAR TOP	2	Nos		
IK9	SS GRATING FULLY BOX TYPE WITH MODULAR TOP	4	Nos		
IK10	SPICE TROLLEY WITH GN PAN	3	Nos		
	VEG- HOT KITCHEN				
HK1	SS COVERING TANDOOR POT	4	Nos		
HK1A	SPREADER TABLE WITH UNDER SHELF	1	Nos		
HK2	SS SINGLE BURNER GAS RANGE	2	Nos		
HK3	CHINESE SINGLE WOK	1	Nos		
HK4	CHINESE WOK RANGE	1	Nos		
HK5	SIDE TABLE WITH UNDER SHELVES	1	Nos		
HK6	WORKING TABLE WITH U/S & OHS	2	Nos		
HK6A	WORKING TABLE WITH SINK, U/S & OHS	1	Nos		
HK7	WORK TOP UNDER CHILLER WITH OHS	1	Nos		
HK8	WORK TOP UNDER FREEZER WITH OHS	1	Nos		
HK9	SINGLE BOWL SINK - STAND ALONE	1	Nos		

HK10	DOUBLE BURNER GAS RANGE	1	Nos		
HK11	TWIN TANK ELECTRICAL MODEL DEEP FAT FRYER	2	Nos		
HK12	ELECTRICAL MODEL 4 IN RANGE	1	Nos		
HK13	GRIDDLE PLATE GAS MODEL	2	Nos		
HK14	SS GRATING FULLY BOX TYPE WITH MODULAR TOP	8	Nos		
	NON-VEG- HOT KITCHEN				
NHK1	SS COVERING TANDOOR POT	4	Nos		
NHK2	SS SINGLE BURNER GAS RANGE	1	Nos		
NHK3	CHINESE SINGLE WOK	1	Nos		
NHK4	CHINESE DOUBLE BURNER WOK	1	Nos		
NHK5	SIDE TABLE WITH UNDER SHELVES	1	Nos		
NHK6	WORKING TABLE WITH U/S & OHS	1	Nos		
NHK7	WORKING TABLE WITH SINK, U/S & OHS	1	Nos		
NHK8	WORK TOP UNDER CHILLER WITH OHS	1	Nos		
NHK9	WORK TOP UNDER FREEZER WITH OHS	1	Nos		
NHK10	SINGLE BOWL SINK - STAND ALONE	1	Nos		
NHK11	DOUBLE BURNER GAS RANGE	1	Nos		
Equipment No	Description	Qty		Unit Price	Total

NHK12	GAS RANGE FOR BULK COOKING / FRY	1	Nos		
NHK13	COMBI STEAMER 6-1 E MODEL	1	Nos		
NHK14	SS WORK TABLE WITH 2 UNDER SHELVES	1	Nos		
NHK15	GRIDDLE PLATE GAS MODEL	2	Nos		
NHK16	SS GRATING FULLY BOX TYPE WITH MODULAR TOP	8	Nos		
	DISH WASHING AREA				
DW1	SOIL DISH RECEIVING TABLE WITH CHUTE	1	Nos		
DW2	SPREADER TABLE WITH UNDER SHELF	1	Nos		
DW3	PRE WASH SINK- 2 SINK	1	Nos		
DW4	DISH WASHING MACHINE CONVEYOR TYPE	1	Nos		
DW5	JET SPRAYER	1	Nos		
DW6	CLEAN DISH LANDING TABLE WITH 2 UNDER SHELVES	1	Nos		
DW7	DRAIN GRATINGS -SS-BOX TYPE	3	Nos		
DW8	STORAGE RACK-5-TIER	4	Nos		
DW9	CRATE HOLDING TROLLEY	3	Nos		
DW10	VAPOUR HOOD FOR DISH WASHING MACHINE	1	Nos		
	UTILITY ITEMS				
UT1	AIR CURTAIN - 2000 mm Length	5	Nos		
UT2	FLY CATCHER	20	Nos		
UT3	STEAM CLEANER	2	Nos		

UT4	HOSE REEL	2	Nos		
	EXHAUST HOOD- 304 GRADE SS SHEET- DOUBLE SKIN MODEL				
EH1	EXHAUST HOOD WITH SS FILTERS MADE OF SS 202 GRADE 20 SWG SS SHEET FOR IK1& IK2	1	Nos		
EH1A	SUPPRESSION SYSTEM FOR THE ABOVE HOOD	1	Nos		
EH2	EXHAUST HOOD WITH SS FILTERS MADE OF SS 202 GRADE 20 SWG SS SHEET FOR IK3& IK4	1	Nos		
EH2A	SUPPRESSION SYSTEM FOR THE ABOVE HOOD	1	Nos		
EH3	EXHAUST HOOD WITH SS FILTERS MADE OF SS 202 GRADE 20 SWG SS SHEET FOR HK 10,11,2,12&13	1	Nos		
EH3A	SUPPRESSION SYSTEM FOR THE ABOVE HOOD	1	Nos		
EH4	EXHAUST HOOD WITH SS FILTERS MADE OF SS 202 GRADE 20 SWG SS SHEET FOR HK 1,2,3 &4	1	Nos		
EK4A	SUPPRESSION SYSTEM FOR THE ABOVE HOOD	1	Nos		
EH5	EXHAUST HOOD WITH SS FILTERS MADE OF SS 202 GRADE 20 SWG SS SHEET FOR NHK1,2,3&4	1	Nos		
EH5A	SUPPRESSION SYSTEM FOR THE ABOVE HOOD	1	Nos		
EH6	EXHAUST HOOD WITH SS FILTERS MADE OF SS 202 GRADE 20 SWG SS SHEET FOR NHK11,12,13&15	1	Nos		
EH6A	SUPPRESSION SYSTEM FOR THE ABOVE HOOD	1	Nos		
	SERVICE EQUIPMENTS				
1	INSULATED FOOD PACK TROLLEY	16	Nos		
2	FOOD SERVICE COUNTER WITH GN PAN	4	Nos		

3	SALAD COUNTER (AMBIENCE TEMP)	4	Nos		
4	CROCKERY / CUTLERY / PLATE COUNTER	4	Nos		
Equipment No	Description	Qty		Unit Price	Total
5	SOUP POT (ELECTRICAL)	4	Nos		
6	CHAFING DISH INDUCTION CHAFFER	20	Nos		
7	WATER COOLER WITH COLD & PLAIN TAPS	6	Nos		
8	WATER GLASS (USED/ UNUSED) RACK	6	Nos		
	F6 (CONVENTION CENTER)				
	PANTRY				
B-01	SPREADER TABLE	2	Nos		
B-02	TANDOOR	3	Nos		
B-03	SPREADER TABLE	1	Nos		
B-04	WORK TOP WITH UNDER COUNTER CHILLER WITH O.H.S	1	Nos		
B-05	WORK COUNTER WITH O.H.S	2	Nos		
B-06	SPREADER TABLE	2	Nos		
B-07	TWIN TANK ELECTRICAL MODEL DEEP FAT FRYER	2	Nos		
B-11	WORK TABLE WITH SINK & O.H.S	1	Nos		
B-12	SS GRATING WITH BOTTOM BOXING & SS FILTER PLATE AND TOP MODULAR	1	Nos		
B-13	SS EXHAUST HOOD WITH BAFFLE TYPE FILTER FOR - TANDOOR	1	Nos		
B-13A	SUPPRESSION SYSTEM FOR THE ABOVE HOOD	1	Nos		
B-14	SS EXHAUST HOOD WITH BAFFLE TYPE FILTER FOR - FRYERS	1	Nos		
B-14A	SUPPRESSION SYSTEM FOR THE ABOVE HOOD	1	Nos		

B-15	SS EXHAUST HOOD WITH BAFFLE TYPE FILTER FOR - SINGLE BURNER RANGE	1	Nos		
B-15A	SUPPRESSION SYSTEM FOR THE ABOVE HOOD	1	Nos		
B-16	SINGLE BURNER RANGE	3	Nos		
B-17	SS VERTICAL CUPBOARD	1	Nos		
B-18	SS FIVE TIER STORAGE RACK	2	Nos		
B-19	TWO DOOR VERTICAL FREEZER	2	Nos		
B-20	TWO DOOR VERTICAL CHILLER	2	Nos		
B-21	ICE BIN STORAGE INSULATED	1	Nos		
B-22	WORK COUNTER	1	Nos		
B-23	WORK TOP WITH UNDER COUNTER STORAGE CABINET	1	Nos		
B-24	UNDER COUNTER BOTTLE CHILLER	2	Nos		
B-25	WORK TOP WITH UNDER COUNTER STORAGE CABINET	1	Nos		
B-26	WORK TOP WITH UNDER COUNTER STORAGE CABINET	1	Nos		
B-27	WORK TOP WITH GLASS RACK	1	Nos		
B-28	COCKTAIL STATION	1	Nos		
B-29	BLENDER	1	Nos		
B-30	SINK	1	Nos		
B-31	GARBAGE UNIT	1	Nos		
B-32	UNDER COUNTER GLASS WASHER	1	Nos		
B-33	WORK TOP WITH UNDER COUNTER STORAGE CABINET	1	Nos		
A	PNG GAS SYSTEM shall include all items required to complete the system but not limited to the items mentioned below:	1	LS		
	M.S.Pipe ERW heavy duty with Schedule 40 Seamless fittings duly welded etc and 1 coat of red oxide and 2 coat enamel golden yellow .				
	(MSL) Size - 50mm NB				

	(MSL) Size - 40mm NB				
	3pc designed screwed end valve Size-50mm NB (L&T)				
	3pc designed screwed end valve Size-40mm NB (L&T)				
	Mainline 15mm Valve For Connection (L&T/RN)				
	Safety Device Flash Back Arrestor (Vanaz)				
	M.S.Flanges ASA Class 150 with Fittings				
	Adjustable Regulator (0-20Psi) (United/HPC)				
	Supporting Clamps with Iron Angle dash fastener (L-Fabrct)				
	Pressure Gauge 0 to 2kg/hr. (H-Guru)				
	Miscellaneous Brass/MS fittings etc. (Gasys)				
	Weld Neck Flange with Fittings				
B	PNG LEAK DETECTION SYSTEM shall include all items required to complete the system but not limited to the items mentioned below:	1	LS		
	TnsI Control Panel TPCP08B-8 Zone Model				
	TnsI Control Panel TPCP16B-16 Zone Model				
	PNG Wall-Hung Type-1 TPGS0101BM1P (24 DC)				
	Industrial Hooter TPHB2 (24V DC)				
	Ball Valve Shut Off Type Valve Size -40mm NB (L&T)				
	Special Bullnose nut with brass adopter fittings				
	Mechanism Solenoid Valve with fittings				

Sl. No	Items / Description	Qty	Unit	Unit Price	Total
C	SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF RO SYSTEM				
1	Online Packaged RO water treatment (200 Ltr / Hour) with UV disinfection unit with all necessary requirements like membrane, pressure tube, pH corrector, flow meter, level switch etc. comprising the following. Includes angle valves, cutting and making good the walls and floors, etc with all necessary accessories as directed by Engineer in charge.	1	Nos.		
	a) Water inlet with stop cock.				
	b) ABS Food Grade Plastic body.				
	c) Sediment, Carbon Block Filter, UF and Post Carbon Filter.				
	d) Thin Film Composite RO Membrane Type.				
	e) UV Lamp of minimum 8W.				
	f) Gaskets and seals, LED indicators for water level.				
	g) UV chamber shall be resistant to UV, non-degradable and non-leaching type.				
	h) Supply cable with adaptor.				
	i) Storage capacity in liters ____50 L____				
	j) Permeate Flow rate in LPH ____50____				
2	SS (304 grade) tank - 1000 lt capacity	1	Nos.		
3	Booster pump (to give output of 2 bar pressure)	1	Nos.		
4	SS (304 grade) Piping (1")	200	rmt		
5	SS (304 grade) Piping (1/2")	150	rmt		
6	Mainline 25mm Valve	6	nos		
7	Subsidiary line 12mm Valve	12	nos		
	G.Total				

Note:

- The rate and costs mentioned above also include the cost of all temporary works and activities required to complete the works, all applicable taxes, GST etc. royalties, departmental fees for various sanctions and approvals, etc., unless specifically mentioned otherwise.
- The total price quoted for the Turnkey tender should include the items, components & equipment as per the scope of work, technical specifications, design intent report, drawings given in the tender document and should also include all costs towards applicable taxes, GST etc., insurances, packaging, freight, customs duties, clearances, forwarding and all government applicable taxes.
- The Employer will not reimburse any other amount over and above the total quoted price. Payment shall be made as per the approved stages of payment schedules given in the tender document.

Appendix – II - Format for Power of Attorney for signing of Bid

(Refer Clause 4.7.5)

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (name), son/daughter/wife of..... and presently residing at....., who is presently employed with us/ the Lead Member of our Joint Venture and holding the position of , as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental submission of our bid for the Project proposed or being developed by IICC (the "Employer") including but not limited to signing and submission of all bids and other documents and writings, participate in Bids and other conferences and providing information/ responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Employer in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or until the Appointed Date under Agreement.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2....

For

.....
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarised Signature)

Accepted

.....
(Signature)

(Name, Title and Address of the Attorney)

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

Appendix – III - Format for Power of Attorney for Lead Member of Joint Venture

(Refer Clause 4.7.5)

Whereas the ("the Employer") has invited bids from interested parties for the Project (the "Project").

Whereas,and (collectively the "Joint Venture") being Members of the Joint Venture are interested in bidding for the Project in accordance with the terms and conditions of the Request for Qualification (RFQ) cum Request for Proposal (RFP) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Joint Venture to designate one of them as the Lead Member with all necessary power and Employer to do for and on behalf of the Joint Venture, all acts, deeds and things as may be necessary in connection with the Joint Venture's bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s. having our registered office at, M/s. having our registered office at, and having our registered office at, (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s having its registered office at, being one of the Members of the Joint Venture, as the Lead Member and true and lawful attorney of the Joint Venture (hereinafter referred to as the "Attorney"). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Joint Venture and any one of us during the bidding process and, in the event the Joint Venture is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Joint Venture, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Joint Venture and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Joint Venture and generally to represent the Joint Venture in all its dealings with the Employer, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Joint Venture's bid for the Project and/ or upon award thereof until the Appointed Date under the Turnkey Agreement.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney

in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Joint Venture.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2.....

For
(Signature)

.....
(Name & Title)

For
(Signature)
(Name & Title)

For
(Signature)
(Name & Title)

Witnesses:

- 1.
- 2.

.....

(Executants)

(To be executed by all the Members of the Joint Venture)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

Appendix – IV - Format for Joint Bidding Agreement for Joint Venture

(Refer Clause 4.7.5)

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20...

AMONGST

1. {a company} and having its registered office at (hereinafter referred to as the **"First Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {a company} and having its registered office at (hereinafter referred to as the **"Second Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties of the FIRST, {SECOND } PART(S) are collectively referred to as the **"Parties"** and each is individually referred to as a **"Party"**

WHEREAS,

- (A) [....., incorporated under the Act, represented by its and having its principal offices at] (hereinafter referred to as the **"Employer"** which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the Bids") by its Request for Qualification No. dated(the "RFQ cum RFP") for Project (the "Project") through an Agreement.
- (B) The Parties are interested in jointly bidding for the Project as members of a Joint Venture and in accordance with the terms and conditions of the RFQ cum RFP document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the RFQ cum RFP document that the members of the Joint Venture shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFQ cum RFP.

2. Joint Venture

- i. The Parties do hereby irrevocably constitute a Joint Venture (the “**Joint Venture**”) for the purposes of jointly participating in the Bidding Process for the Project.
- ii. The Parties hereby undertake to participate in the Bidding Process only through this Joint Venture and not individually and/ or through any other Joint Venture constituted for this Project, either directly or indirectly.

3. Covenants

The Parties hereby undertake that in the event the Joint Venture is declared the selected Bidder and awarded the Project, it shall enter into a Turnkey Agreement with the Employer for performing all its obligations as the Contractor in terms of the Turnkey Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Joint Venture and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Joint Venture during the Bidding Process and until the Appointed Date under the Turnkey Agreement;

Shareholding

- (b) Party of the Second Part shall be {the Member of the Joint Venture; and}

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the Tender Documents, till such time as the completion of the defects Liability period in accordance with the Contract.

The Parties do hereby undertake and declare that the Lead Member shall represent all the members of the Joint Venture and shall at all times be liable and responsible for discharging

the functions and obligations of the Joint Venture; and that each member of the joint Venture shall be bound by any decision, communication, notice, action or inaction of the Lead Member on any matter related to this Agreement and the Employer shall be entitled to rely upon any such action, decision or communication of the Lead Member. The Employer shall have the right to release payments solely to the Lead Member and shall not in any manner be responsible or liable for the inter se allocation of payments among members of the Joint Venture.

6. Share of work in the Project

The Bid should include a brief description of the roles and responsibilities of individual members with their share of percentages, particularly with reference to financial, technical and defects liability obligations;

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party;
or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances

that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until Project completion (the "Defects Liability Period") is achieved under and in accordance with the Turnkey Agreement, in case the Project is awarded to the Joint Venture. However, in case the Joint Venture does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not selected.

9. Miscellaneous

- a) This Joint Bidding Agreement shall be governed by laws of {India}.
- b) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Employer.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)
(Name)
(Designation)
(Address)

SECOND PART

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of
THIRD PART

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

1.

2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member.

Appendix – V – Format for Performance Security

(Refer Clause 6.9)

(To be stamped in accordance with Stamp Act if any, of the country for issuing bank)

Ref.:

Bank Guarantee:

Date:

Dear Sir,

In consideration of India International Convention and Exhibition Centre Limited (hereinafter referred as the 'Employer', which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s [name of Contractor] a [type of company], established under laws of [country] and having its registered office at [address] (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), an Assignment for preparation of [name of assignment] Contract by issue of Employer's Contract Letter of Award No. [reference] dated [date] and the same having been unequivocally accepted by the Contractor, resulting in a Contract valued at Rs. [amount in figures and words] for (Scope of Work) (hereinafter called the 'Contract') and the Contractor having agreed to furnish a Bank Guarantee amounting to Rs. [amount in figures and words] to the Employer for performance of the said Agreement.

We [Name of Bank] incorporated under [law and country] having its Head Office at [address] (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators' executors and assigns) do hereby guarantee and undertake to pay the Employer immediately on demand an or, all monies payable by the Contractor to the extent of Rs. [amount in figure and words] as aforesaid at any time up to [date] without any demur, reservation, contest, recourse or protest and/ or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until the Employer discharges this guarantee.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Contract by the Contractor nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the contract or other documents. The Employer shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Employer and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor any

other course or remedy or security available to the Employer. The Bank shall not be relieved of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall be irrevocable and shall remain in full force and effect until discharge by the Bank of all its obligations hereunder.

This Guarantee shall not be affected by any change in the constitution or winding up of the Contractor /the Bank or any absorption, merger or amalgamation of the Contractor /the bank with any other Person.

Notwithstanding anything contained herein above our liability under this guarantee is limited to Rs. [amount in figure and words] and it shall remain in force up to and including [date] and shall extend from time to time for such period(s) (not exceeding one year), as may be desired by M/s [name of Contractor] on whose behalf this guarantee has been given. Date this [date in words] day [month] of [year in 'yyyy' format] at [place].

WITNESS

1. [signature, name and address]
2. [signature, name and address]

[Official Address]

Designation

[With Bank Stamp]

Attorney as Per Power of Attorney No.

Dated

Strike out, whichever is not applicable.

The date will be fixed as indicated in SCC.

The stamp papers of appropriate value shall be purchased in the name of bank which issues the 'Bank Guarantee'. The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India or a foreign bank through a correspondent bank (scheduled) located in India or directly by a foreign bank which has been determined in advance to be acceptable to the Employer.

Appendix – VI – Form for Guarantee for Advance Payment

..... EMPLOYER,

New Delhi

WHEREAS:

- (A) [name and address of contractor] (hereinafter called "the Contractor") has executed an agreement (hereinafter called the "Agreement") with the [name and address of the EMPLOYER], (hereinafter called "the EMPLOYER") for the "Supply, Installation, Testing and Commissioning Supply, Installation, Testing and Commissioning of Kitchen Equipment in Exhibition Hall 1 & Convention Centre at IICC Dwarka, New Delhi on "Turnkey Basis", subject to and in accordance with the provisions of the Agreement.
- (B) in accordance with the Clause 6.8.1. of the Agreement, the EMPLOYER shall make to the Contractor an interest bearing advance payment (hereinafter called "Advance Payment") equal to 10% (ten per cent) of the Contract Value for mobilization expenses and acquisition of equipment; and that the Advance Payment shall be made in three instalments subject to the Contractor furnishing an irrevocable and unconditional guarantee by a scheduled bank for an amount equal to the 110% amount of each instalment to remain effective till the complete and full repayment of the instalment of the Advance Payment as security for compliance with its obligations in accordance with the Agreement; and the amount of (first/second/third) instalment of the Advance Payment is Rs. **** cr. (Rupees ***** crore) (the "Guarantee Amount").
- (C) We, Through our branch at..... (the "Bank") have agreed to furnish this bank guarantee (hereinafter called the "Guarantee") for the Guarantee Amount. NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:
1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful repayment on time of the aforesaid instalment of the Advance Payment under and in accordance with the Agreement, and agrees and undertakes to pay to the EMPLOYER, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the guarantee amount as the EMPLOYER shall claim, without the EMPLOYER being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
 2. A letter from the EMPLOYER, under the hand of an officer not below the rank of [.....of EMPLOYER], that the Contractor has committed default in the due and faithful performance of all or any of its obligations for the repayment of the instalment of the Advance Payment under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the EMPLOYER shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its

obligations during and under the Agreement and its decision that the Contractor is in default shall be final, and binding on the Bank, notwithstanding any difference between the EMPLOYER and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

3. In order to give effect to this Guarantee, the EMPLOYER shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the EMPLOYER to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
5. The EMPLOYER shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Advance Payment or to extend the time or period of its repayment or to postpone for any time, and from time to time, any of the rights and powers exercisable by the EMPLOYER against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the EMPLOYER, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the EMPLOYER of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the EMPLOYER or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the EMPLOYER in respect of or relating to the Advance Payment.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the EMPLOYER on the Bank under this Guarantee all rights of the EMPLOYER under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8. The guarantee shall cease to be in force and effect 90 (ninety) days after the end of the one year from the date of payment of the instalment of the Advance Payment, as set forth in Clause 6.8.1. of the Agreement.
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the EMPLOYER in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the EMPLOYER that the envelope was so posted shall be conclusive.
11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the end **** month in the year ***** or until it is released earlier by the EMPLOYER pursuant to the provisions of the Agreement.

Signed and sealed this day of 20 at

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)
(Name)
(Designation)
(Code Number)
(Address)

NOTES:

- i. The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- ii. The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.

Appendix – VII – Integrity Pact

(Refer Clause 4.7.5)

BETWEEN

IICC hereinafter referred to as "The Principal / Employer" (which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)

AND

.....hereinafter referred to as "The Bidder / Contractor" (which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)

Preamble

The Principal intends to award, under laid down organizational procedures, contract(s) for (Name of the contract) (hereinafter referred to as the 'Project'). The Principal necessarily requires full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/or Contractor(s).

Section 1: Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a) No employee of the Principal, personally or through family members or through any other channel, will in connection with the tender for or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit, which the person is not legally entitled to.
 - b) The Principal will, during the tender process treat all Contractor(s) / Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Contractor(s)/Bidder(s) the same information and will not provide to any Contractor(s) / Bidder(s), confidential/additional information through which the Contractor(s) / Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons. The Principal shall obtain bids from only those parties who have been short-listed or pre-qualified or through a process of open advertisement/ web publishing or any combination thereof.

- (2) If the Principal obtains information on the conduct of any of its employees, Contractor(s) and/or Bidder(s), which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and subject to its discretion, can additionally initiate disciplinary actions.
- (3) The Principal will enter into agreements with identical conditions with all Contractor(s) / Bidder(s) for the different Work Packages in the aforesaid Project.
- (4) The Principal will disqualify from the tender process all Contractor(s)/Bidder(s); who do not sign this Pact or violate its provisions.

Section 2: Commitments of the Bidder(s) / Contractor(s)

- (1) The Bidder(s) / Contractor(s) commit(s) itself/themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - (a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage, of any kind whatsoever, during the tender process or during the execution of the contract.
 - (b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non – submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - (c) The Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.

(e) The Bidder(s) / Contractor(s) will, when submitting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and/or exclusion from future contracts.

(1) If the Bidder(s) / Contractor(s), before awarding the Project or during execution has committed a transgression by violating Section 2 above or in any other form so as to put his reliability or credibility in question, the Principal, at its sole discretion, is entitled to disqualify the Bidder(s) / Contractor(s) from the tender process or terminate the contract, if already awarded, for that reason, without prejudice to any other legal rights or remedies available to the Principal under the relevant clauses of Turnkey Agreement, Schedules of the tender/contract.

(2) If the Contractor(s)/Bidder(s) has committed a transgression through a violation of any of the terms under Section 2 above or in any other form such as to put his reliability or credibility into question, the Principal will also be entitled to exclude such Contractor(s)/Bidder(s) from future tenders/contract award processes. The imposition and duration of the exclusion will be determined by the Principal, keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular, the number of transgressions and/or the amount of the damage.

(3) If it is observed after payment of final bill but before the expiry of validity of Integrity Pact that the contractor has committed a transgression, through a violation of any of the terms under Section 2 above or any other term(s) of this Pact, during the execution of contract, the Principal will be entitled to exclude the contractor from further tender/contract award processes.

(4) The exclusion will be imposed for a minimum period of six (6) months and a maximum period of three (3) years.

(5) If the Contractor(s)/Bidder(s) can prove that he has restored/recouped the damage to the Principal caused by him and has installed a suitable corruption prevention system, the Principal may, at its sole discretion, revoke or reduce the exclusion period before the expiry of the period of such exclusion.

Section 4: Compensation for Damages

(1) If the Principal has disqualified the Bidder(s)/Contractor(s) from the tender process prior to the awarding of the Project according to Section 3, the Bid Security furnished, if any, along with the offer, as per terms of the Invitation of Tender,ss shall also be forfeited. The Bidder(s)/Contractor(s) understands and agrees that this will be in addition to the

disqualification and exclusion of the Contractor(s)/Bidder(s) as may be imposed by the Principal, in terms of Section 3 above.

- (2) If, at any time after the awarding of the Project, the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Security Deposit/Performance Bank Guarantee furnished by the contractor, if any, as per the terms of the NIT/Contract shall be forfeited without prejudice to any other legal rights and remedies available to the Principal under the relevant clauses of General/ Special Conditions of Contract.

The Contractor(s)/Bidder(s) understands and agrees that this will be in addition to the disqualification and exclusion of the Bidder(s)/Contractor(s), as may be imposed by the Principal in terms of Section 3 above.

Section 5: Previous transgression

The Bidder(s)/Contractor(s) herein declares that it has committed no transgressions in the last 3 years with any other Company in any country conforming to the anti-corruption approach as detailed herein or with government/ any other Public Sector Enterprise in India that could justify its exclusion from the tender process.

If at any point of time during the tender process or after the awarding of the Contract, it is found that the Bidder(s)/Contractor(s) has made an incorrect statement on this subject, he can be disqualified from the tender process or if, as the case may be, that the Contract, is already awarded, it will be terminated for such reason and the Bidder(s)/Contractor(s) can be black listed in terms of Section 3 above.

Section 6: Independent External Monitor / Monitors

Deleted

Section 7 Criminal charges against violating Bidder(s)/Contractor(s)/Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder/Contractor or any employee or a representative or an associate of a Bidder/Contractor, which constitutes a criminal offence under the IPC/PC Act, or if the Principal has substantive suspicion in this regard, the Principal will forthwith inform the same to the EMPLOYER.

Section 8 – Duration of the Integrity Pact

This Pact shall come into force when both parties have legally signed it. The Pact shall expire, in case of the Contractor(s), 3 (three) months after the last payment under the Contract is made and in case of the unsuccessful Bidder(s), 2 (two) months after the contract for the project has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by EMPLOYER.

The Bidder(s)/Contractor(s), however, understands and agrees that even upon the completion of the Project and/or the last payment under the Contract having been made, if any transgression/violation of the terms of this Pact comes/is brought to the notice of the Principal, it may, subject to its discretion, blacklist and/or exclude such Bidder(s)/Contractor(s) as provided for in Section 3, without prejudice to any other legal right or remedy so available to the Principal.

Section 9 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Bidder/Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement shall remain valid and binding. In such a case, the parties will strive to come to an agreement in accordance to their original intentions.
- (5) Wherever he or his as indicated in the above sections, the same may be read as he/she or his/her, as the case may be.

(For & On behalf of the Principal)
(Office Seal)

Place _____

Date _____

Witness 1: (Name & Address)

Witness 2: (Name & Address)

{COUNTERSIGNED and accepted by:
JV Partner}

(For & On behalf of Bidder/ Contractor)
(Office Seal)

Appendix – VIII – NON – DISCLOSURE AGREEMENT

(Refer Clause 4.7.5)

THIS NON-DISCLOSURE AGREEMENT (this “Agreement”) is entered into on by Employer and (name of the Bidder) between the undersigned parties on the date specified below.

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

WHEREAS, either Party desires to prevent the unauthorized use and disclosure of its confidential proprietary information.

NOW THEREFORE, in consideration of these premises and for other good and valuable consideration, Receipt of which is hereby acknowledged, the parties agree as follows:

- I. **Confidential Information.** For purposes of this Agreement, Confidential Information shall mean all strategic and development plans, financial condition, business plans, co-developer identities, data, business records, customer lists, project records, market reports, employee lists and business manuals, policies and procedures, information relating to processes, technologies or theory and all other information which may be disclosed by one Party or to which the other Party may be provided access by the disclosing Party or others in accordance with this Agreement, or which is generated as a result of , incidental to or in connection with the Business Purposes, which is not generally available to the public.
- II. **Non-disclosure Obligations.** The Receiving Party promises and agrees to receive and hold the Confidential Information in confidence. Without limiting the generality of the foregoing, the Receiving Party further promises and agrees:
 - A. to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure;
 - B. not to use any of the Confidential Information except for the Business Purposes. C. Not to, directly or indirectly, in any way, reveal, report, publish, disclose, transfer or otherwise use any of the Confidential Information except as specifically authorized by the Disclosing Party in accordance with this Non-Disclosure Agreement.
 - C. not to use any Confidential Information to unfairly compete or obtain unfair advantage vis-a-vis Disclosing Party in any commercial activity which may be Comparable to the

commercial activity contemplated by the parties in connection with the Business Purposes.

- D. to restrict access to the Confidential Information to those of its officers, directors, and employees who clearly need such access to carry out the Business Purposes.
- E. to advise each of the persons to whom it provides access to any of the Confidential Information, that such persons are strictly prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of the Disclosing Party, any of the Confidential Information, and, upon Request of the Disclosing Party, to provide the Disclosing Party with a copy of a written agreement to that effect signed by such persons.
- F. to comply with any other reasonable security measures requested in writing by the Disclosing Party.
- G. To refrain from directly contacting or communicating by whatsoever means to the Source(s) of Information without written consent of the Disclosing Party.
- H. To undertake not to disclose any names and their particulars to third parties without the written consent by the Disclosing party.

III. **Exceptions.** The confidentiality obligations hereunder shall not apply to Confidential Information which:

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

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

V. **No Right to Confidential Information.**

- A. The Receiving Party hereby agrees and acknowledges that no license, either express or implied, is hereby granted to the Receiving Party by the other Party to use any of the Confidential Information.
 - B. The Receiving Party further agrees that all inventions, improvements, copyrightable works and designs relating to machines, methods, compositions, or products of the other Party directly resulting from or relating to the Confidential Information and the right to market, use, license and franchise the Confidential Information or the ideas, concepts, methods or practices embodied therein shall be the exclusive property of the other Party, and the Receiving Party has no right or title thereto.
- VI. **No Warranty.** The Disclosing Party has not made and will not make any representation or warranty as to the accuracy or completeness of its Confidential Information or of any other information provided to the Receiving Party, and the Receiving Party agrees that the Disclosing Party shall have no liability resulting from the use of the Confidential Information or such other information.
- VII. **No Commitment.** The disclosure of Confidential Information does not, and is not intended to, represent a commitment by the Disclosing Party to enter into any business relationship with the Receiving Party or with any other entity. If the Parties desire to pursue business opportunities, they will execute a separate written agreement to govern such business relationship.
- VIII. **Compelled Disclosure.** If the Party faces legal action to disclose Confidential Information received under this Agreement, then the Party shall promptly notify the other Party in order that it may have the opportunity to intercede and contest such disclosure and, upon request, shall cooperate with the other Party in contesting such a disclosure. Except in connection with failure to discharge the responsibilities set forth in the preceding sentence, neither Party shall be liable in damages for any disclosures pursuant to such legal action.
- IX. **Losses.** The Receiving Party agrees to indemnify the other Party against any and all losses, damages, claims, or expenses incurred or suffered by the other Party as a result of the Receiving Party's breach of this Agreement.
- X. **Communication:** The two parties agree that the communication between the parties is considered delivered and reached other party if transmitted by fax or electronic means with proof of sending machine. The date of receiving the messages, notices or letters is the date of sending authenticated by the sending machine. All notices under this Agreement shall be deemed to have been duly given upon the mailing of the notice, post-paid to the addresses listed above, or upon the facsimile transmission, to the party entitled to such notice at the facsimile number set forth below.

- XI. **Counterparts.** Either the original or copies, including facsimile transmissions, of this Agreement, may be executed in counterparts, each of which shall be an original as against any party whose signature appears on such counterpart and all of which together shall constitute one and the same instrument.
- XII. **No Solicitation of Employees.** The Receiving Party agrees that it will not, for a period of five (5) years from the date of this Agreement, initiate contact with the other Party's employees in order to solicit, entice or induce any employee of the other Party to terminate an employment relationship with the other Party to accept employment with the Receiving Party.
- XIII. **Term and Termination.** This Agreement shall commence on the date first written above. The Receiving Party's right to use the Confidential Information in connection with the Business Purposes shall continue in effect until the period of one year from the date above or the other Party provides the Receiving Party with written notice of termination of such right, whichever is earlier. Notwithstanding the foregoing, the Receiving Party's obligations with respect to the Confidential Information hereunder shall continue in full force for at least five years from the termination date and/or effect until further notice from the other Party.
- XIV. **Remedies.** The Receiving Party understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the Disclosing Party irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that the Disclosing Party shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as the Disclosing Party shall deem appropriate. Such right of the Disclosing Party shall be in addition to Remedies otherwise available to the Disclosing Party at law or in equity.
- XV. **Entire Agreement.** This Agreement embodies the entire understanding between the parties respecting the subject matter of this Agreement and supersedes any and all prior negotiations, correspondence, understandings and agreements between the parties respecting the subject matter of this Agreement. This Agreement shall not be modified except by a writing duly executed on behalf of the party against whom such modification is sought to be enforced. Should any provisions of this Agreement be found unenforceable, the remainder shall still be in effect.
- XVI. **No Waiver.** The failure of either Party to require performance by the other Party of any provision of this Agreement shall in no way effect the full right to require such performance at any time thereafter.
- XVII. **Successors and Assigns.** Neither shall any Party have any right to assign its rights under this Agreement, whether expressly or by operation of law, without the written consent of the other Party. This Agreement and the Party's obligations hereunder shall be binding on

their Representatives, permitted assigns, and successors of the Parties and shall ensure to the benefit of Representatives, assigns and successors of the Parties.

- XVIII. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of India and the Party's country laws on equal force. If there is any conflict of laws, the law of India shall prevail.
- XIX. **Attorneys' Fees.** If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to attorneys' fees.
- XX. **Modification:** This Agreement constitutes the sole understanding of the parties about this subject matter and may not be amended or modified except in writing signed by each of the parties to the Agreement.
- XXI. **Legal Address of the Parties:**

Party A:

Party B:

Appendix –IX– BID Security Declaration Form

(Refer Clause 4.14.1)

Whereas, I /we(name of the Contractor) have submitted bids for (name of work)

I/We hereby submit following declaration in lieu of submitting Bid Security.

(1) If after the opening of tender, I/we withdraw or modify my/our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents,

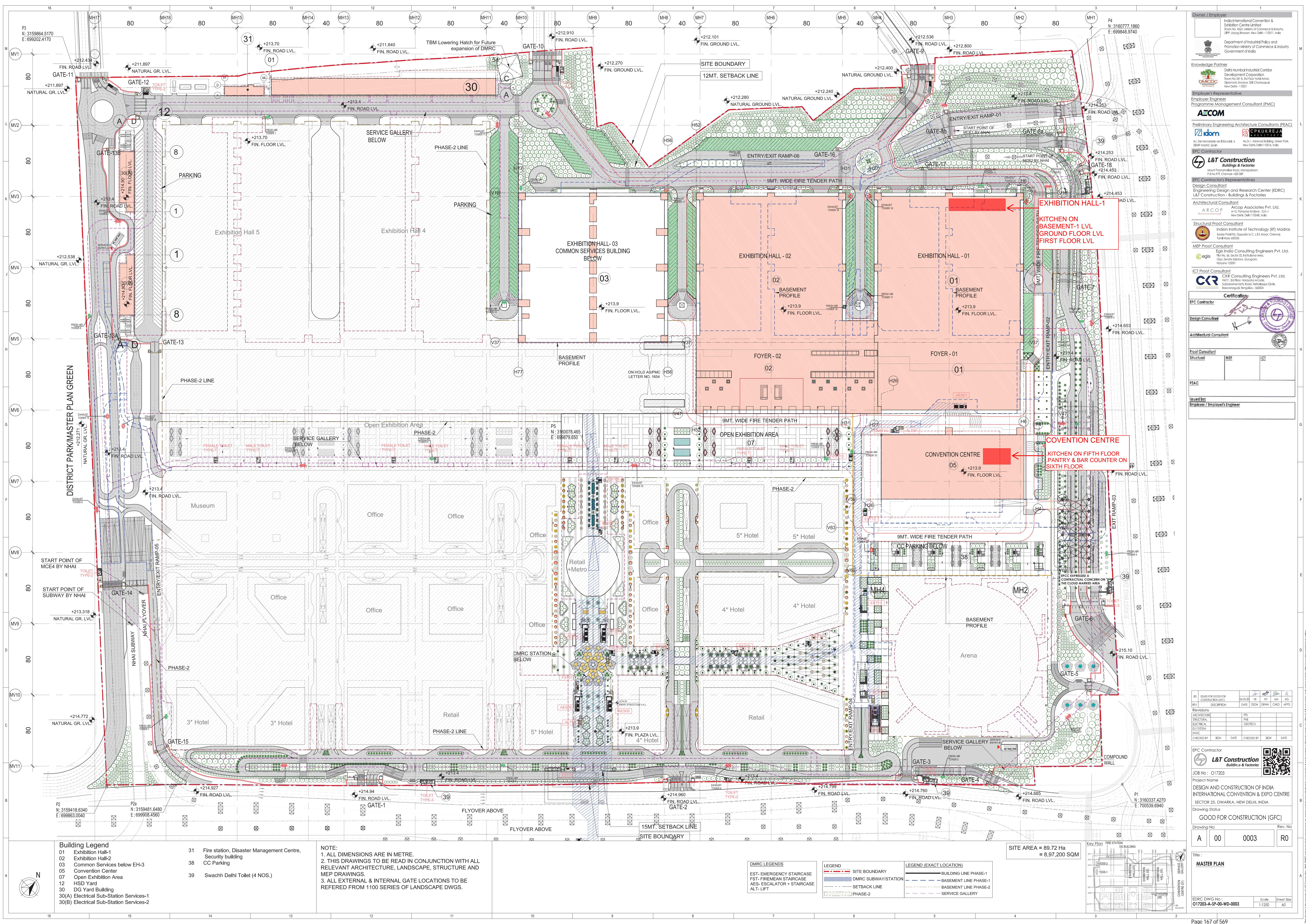
or

(2) If, after the award of work, I/we fail to sign the contract, or to submit performance bank guarantee before the deadline defined as per Clause 6.9.2,

I/we shall be suspended for the period of time specified in the request for bids document and shall not be eligible to bid for IICC tenders from date of issue of suspension order.

Appendix – X – Tender Drawings

S.NO.	BUILDING	DRAWING NO.	PLAN TYPE
1	MASTER PLAN	O17203-A-SP-00-WD-0003	Kitchen location in Master Plan
2	Exhibition Hall - 1	IICC-DWK-EX.B.F.FAP-01	Kitchen Layout (Basement floor with equipment legend)
3	Exhibition Hall - 1	IICC-DWK-EX.G.F.FAP-01	Kitchen Layout (Ground floor with equipment legend)
4	Exhibition Hall - 1	IICC-DWK-EX.F.F.FAP-01	Kitchen Layout (First floor with equipment legend)
5	Convention Centre	IICC-DWK-CON.F5-FAP-01	Kitchen Layout (F5 floor with equipment legend)
6	Convention Centre	IICC-DWK-CON.F6-FAP-01	Kitchen Layout (F6 floor with equipment legend)
7	Exhibition Hall - 1	IICC-DWK-EX.G.F.-GAS	Gas Service at Ground Floor
8	Exhibition Hall - 1	IICC-DWK-EX.F.F.-GAS	Gas Service at First Floor
9	Convention Centre	IICC-DWK-CON.F5-GAS	Gas Service at Fifth Floor
10	Convention Centre	IICC-DWK-CON.F6-GAS	Gas Service at Sixth Floor
11	Convention Centre	IICC-DWK-F6-SEC/ELE.	Bar Counter Details at Sixth Floor



Owner / Employer
India International Convention & Exhibition Centre Limited
Room No. 341 & 3rd Floor, Old Arko, Sector 25, Dwarka, New Delhi - 110045, India
E: 699848.9740

Department of Industrial Policy and Promotion
Ministry of Commerce & Industry
Government of India

Knowledge Partner
Delhi Mumbai Industrial Corridor Development Corporation
Room No. 341 & 3rd Floor, Old Arko, Sector 25, Dwarka, New Delhi - 110045, India
E: 699848.9740

Employer's Representative
Programme Management Consultant (PMC)
AECOM
Primary Engineering Architecture Consultants (PEAC)
AECOM
No. 27, Nehru Building, Green Park, 20049 Noida, India
E: 699848.9740

EPC Contractor
L&T Construction
Buildings & Factories
Plot No. 14, Sector 25, Dwarka, New Delhi - 110045, India
E: 699848.9740

EPC Contractor's Representatives
Design Consultant
Engineering Design and Research Center (EDRC)
L&T Construction - Buildings & Factories
Architectural Consultant
AROP
Arrop Associates Pvt. Ltd.
Plot No. 14, Sector 25, Dwarka, New Delhi - 110045, India
E: 699848.9740

Structural Proof Consultant
Indian Institute of Technology (IIT) Madras
Sector 25, Dwarka, New Delhi - 110045, India
E: 699848.9740

MEP Proof Consultant
Egis India Consulting Engineers Pvt. Ltd.
Plot No. 14, Sector 25, Dwarka, New Delhi - 110045, India
E: 699848.9740

ICT Proof Consultant
CR Consulting Engineers Pvt. Ltd.
Plot No. 14, Sector 25, Dwarka, New Delhi - 110045, India
E: 699848.9740

Design Consultant
L&T Construction
Buildings & Factories
Plot No. 14, Sector 25, Dwarka, New Delhi - 110045, India
E: 699848.9740

Architectural Consultant
AROP
Arrop Associates Pvt. Ltd.
Plot No. 14, Sector 25, Dwarka, New Delhi - 110045, India
E: 699848.9740

Proof Consultant
Structural
MEP
ICT

PEAC

Issued by:
Employer / Employer's Engineer

Revisions

REV	DESCRIPTION	DATE	BY	CHKD	APPD
01	ISSUED FOR GOOD FOR CONSTRUCTION (GFC)	26.03.25	MM	MM	MM

Revisions

ARCHITECTURE	MEP
01	01

Checked by: MM DATE: 26.03.25

EPC Contractor
L&T Construction
Buildings & Factories
JOB No: 017203
Project Name
DESIGN AND CONSTRUCTION OF INDIA INTERNATIONAL CONVENTION & EXPO CENTRE
SECTOR 25, DWARKA, NEW DELHI, INDIA
Drawing Status
GOOD FOR CONSTRUCTION (GFC)
Drawing No
A 00 0003
Rev. No
R0

Title:
MASTER PLAN

EDRC DWG No:
017203-A-SF-00-WD-0003
Scale
1:1250
Sheet Size
A0

Building Legend

01	Exhibition Hall-1
02	Exhibition Hall-2
03	Common Services below EH-3
05	Convention Center
07	Open Exhibition Area
12	HSD Yard
30	DG Yard Building
30(A)	Electrical Sub-Station Services-1
30(B)	Electrical Sub-Station Services-2
31	Fire station, Disaster Management Centre, Security building
38	CC Parking
39	Swachh Delhi Toilet (4 NOS.)

NOTE:
1. ALL DIMENSIONS ARE IN METRE.
2. THIS DRAWINGS TO BE READ IN CONJUNCTION WITH ALL RELEVANT ARCHITECTURE, LANDSCAPE, STRUCTURE AND MEP DRAWINGS.
3. ALL EXTERNAL & INTERNAL GATE LOCATIONS TO BE REFERRED FROM 1100 SERIES OF LANDSCAPE DWGS.

DMRC LEGENDS

EST- EMERGENCY STAIRCASE	BUILDING LINE PHASE-1
FST- FIREMAN STAIRCASE	BASEMENT LINE PHASE-1
AES- ESCALATOR + STAIRCASE	BASEMENT LINE PHASE-2
ALT- LIFT	SERVICE GALLERY

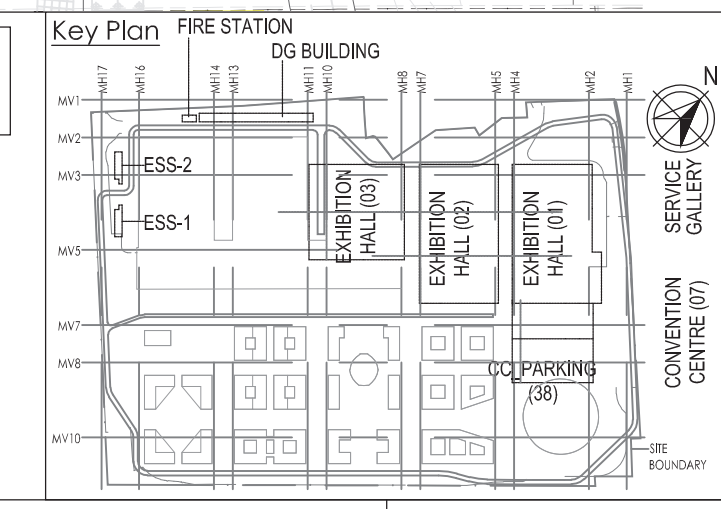
LEGEND

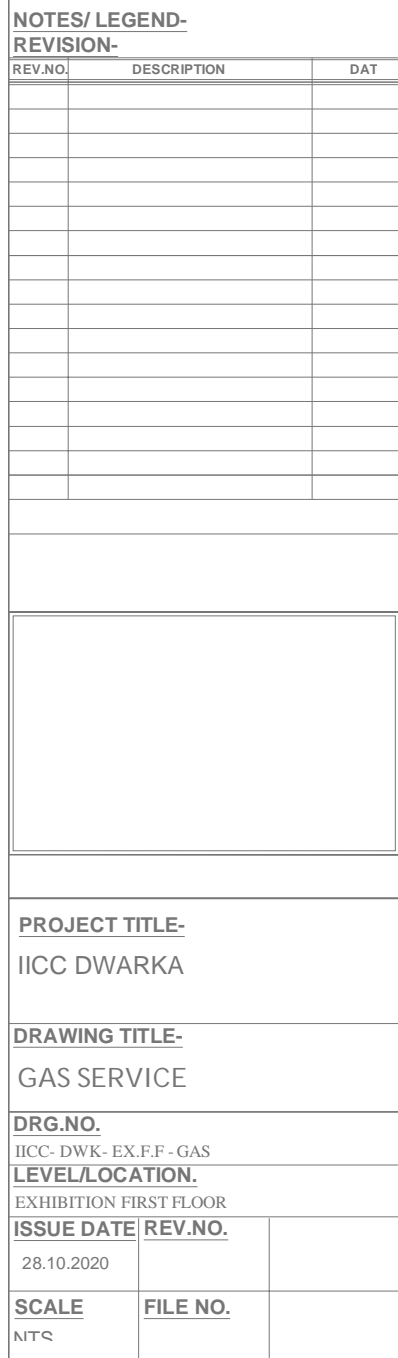
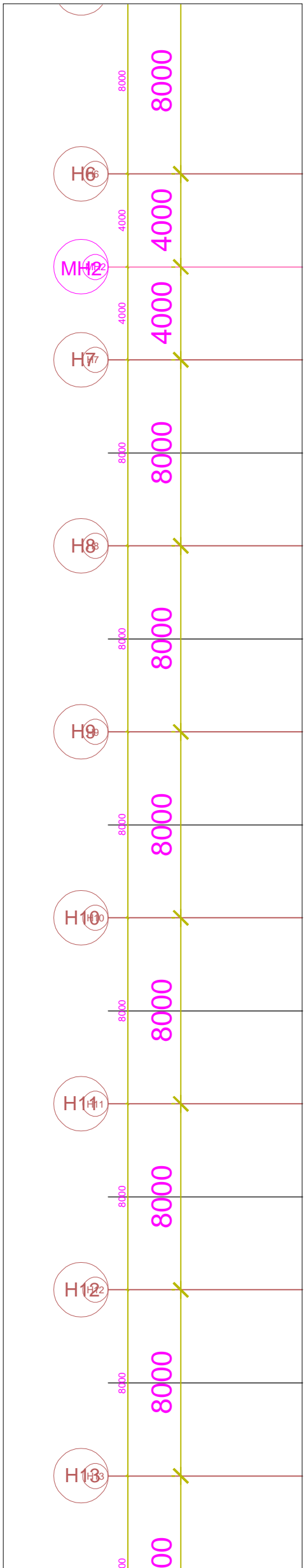
--- SITE BOUNDARY	--- EXHIBITION HALL PHASE-1
--- DMRC SUBWAY/STATION	--- BASEMENT LINE PHASE-1
--- PHASE-2 LINE	--- BASEMENT LINE PHASE-2
--- PHASE-2	--- SERVICE GALLERY

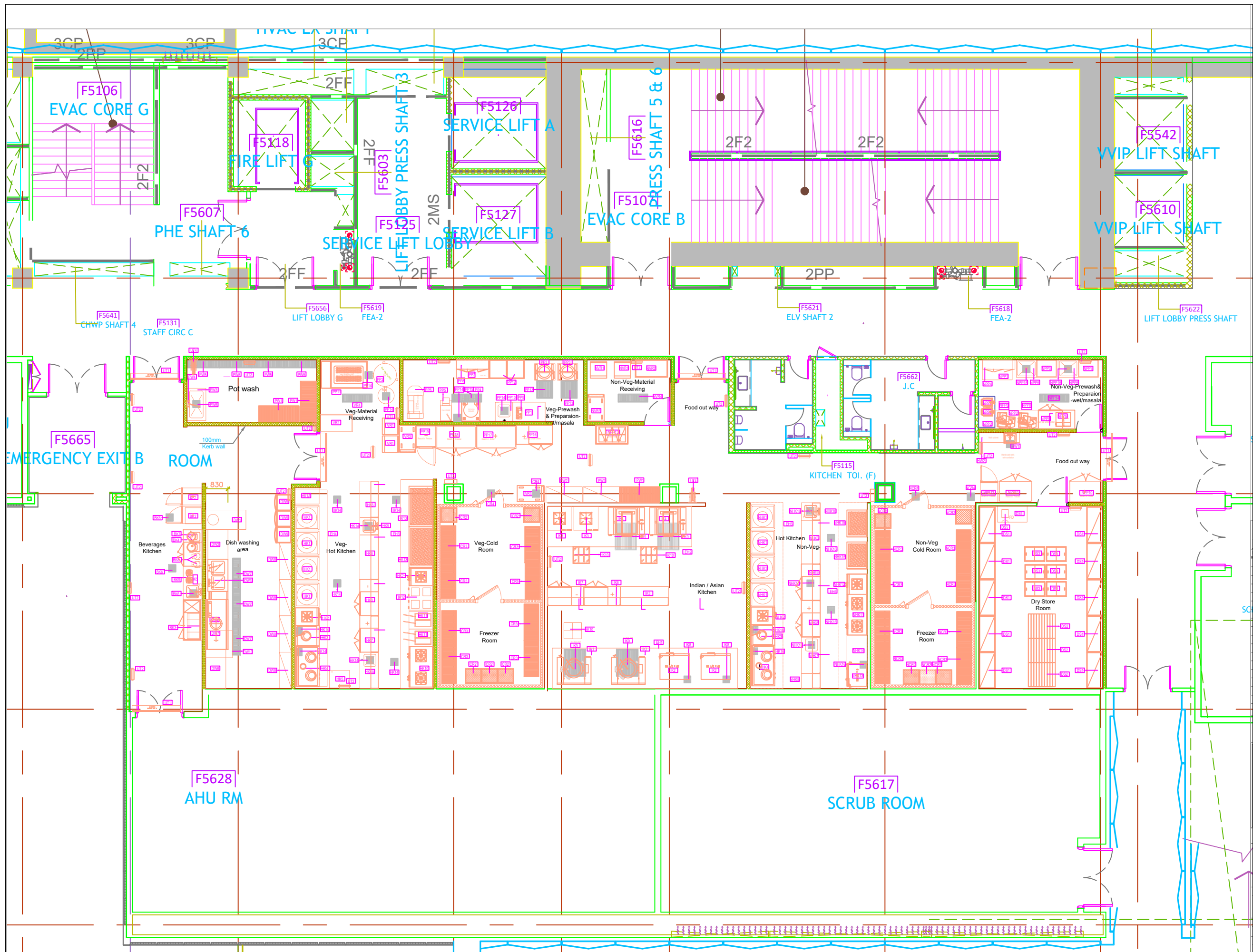
LEGEND (EXACT LOCATION)

--- EXHIBITION HALL PHASE-1
--- BASEMENT LINE PHASE-1
--- BASEMENT LINE PHASE-2
--- SERVICE GALLERY

SITE AREA = 89.72 Ha
= 8,97,200 SQM







F5665
EMERGENCY EXIT B ROOM

F5628
AHU RM

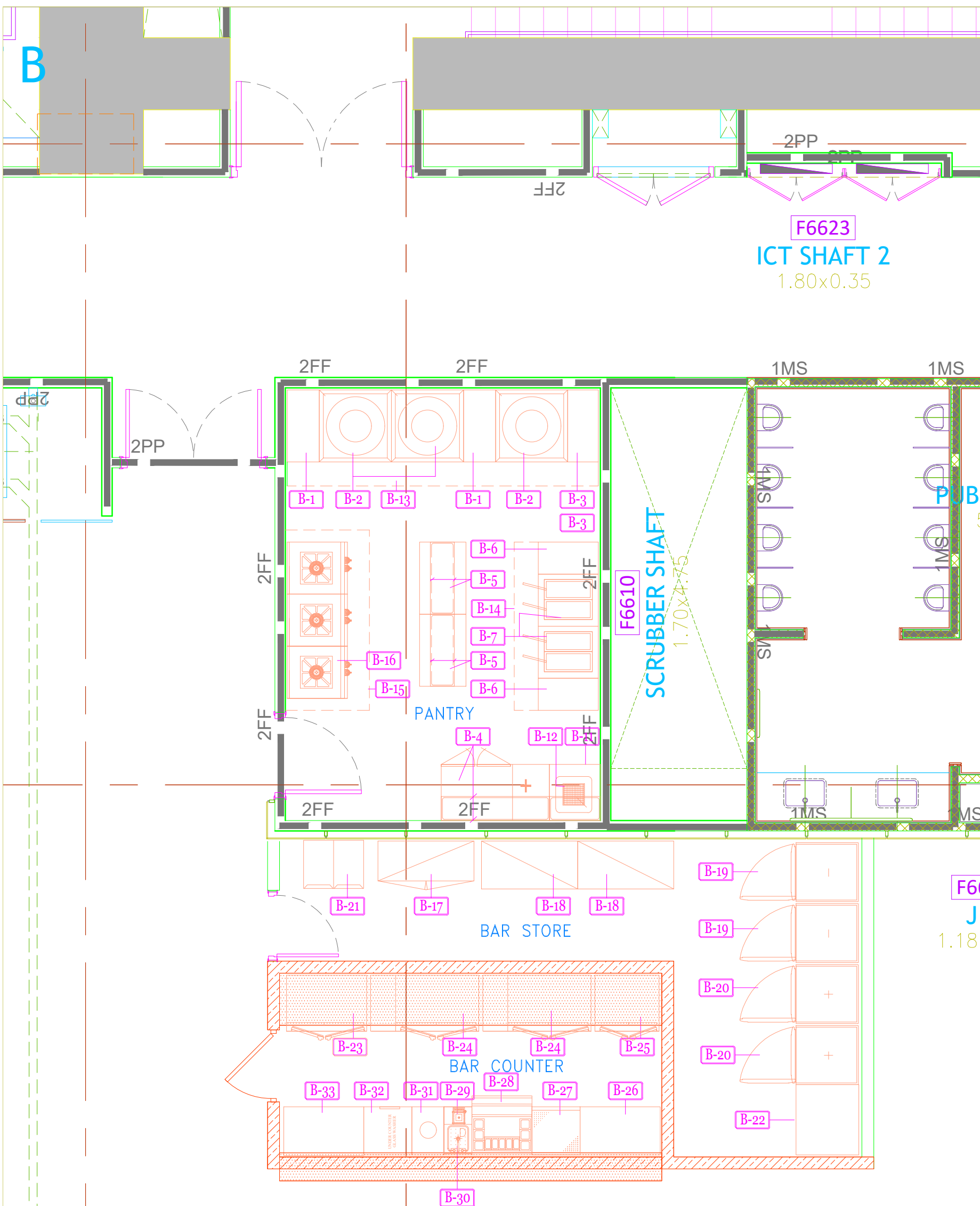
F5617
SCRUB ROOM

NOTES/ LEGEND-
REVISION-

REV.NO.	DESCRIPTION	DATE
1		
2		
3		

PROJECT TITLE-	IICC DWARKA
DRAWING TITLE-	EQUIPMENT LAYOUT PLAN
DRG.NO.	IICC-DWK-CON.F5-FAP-01
LEVEL/LOCATION.	CONVENTION CENTER F5
ISSUE DATE	28.10.2020
SCALE	NTS
FILE NO.	

FIFTH FLOOR



SIXTH FLOOR

[illegible]

PROJECT TITLE-
IICC DWARKA

DRAWING TITLE-
EQUIPMENT LAYOUT PLAN

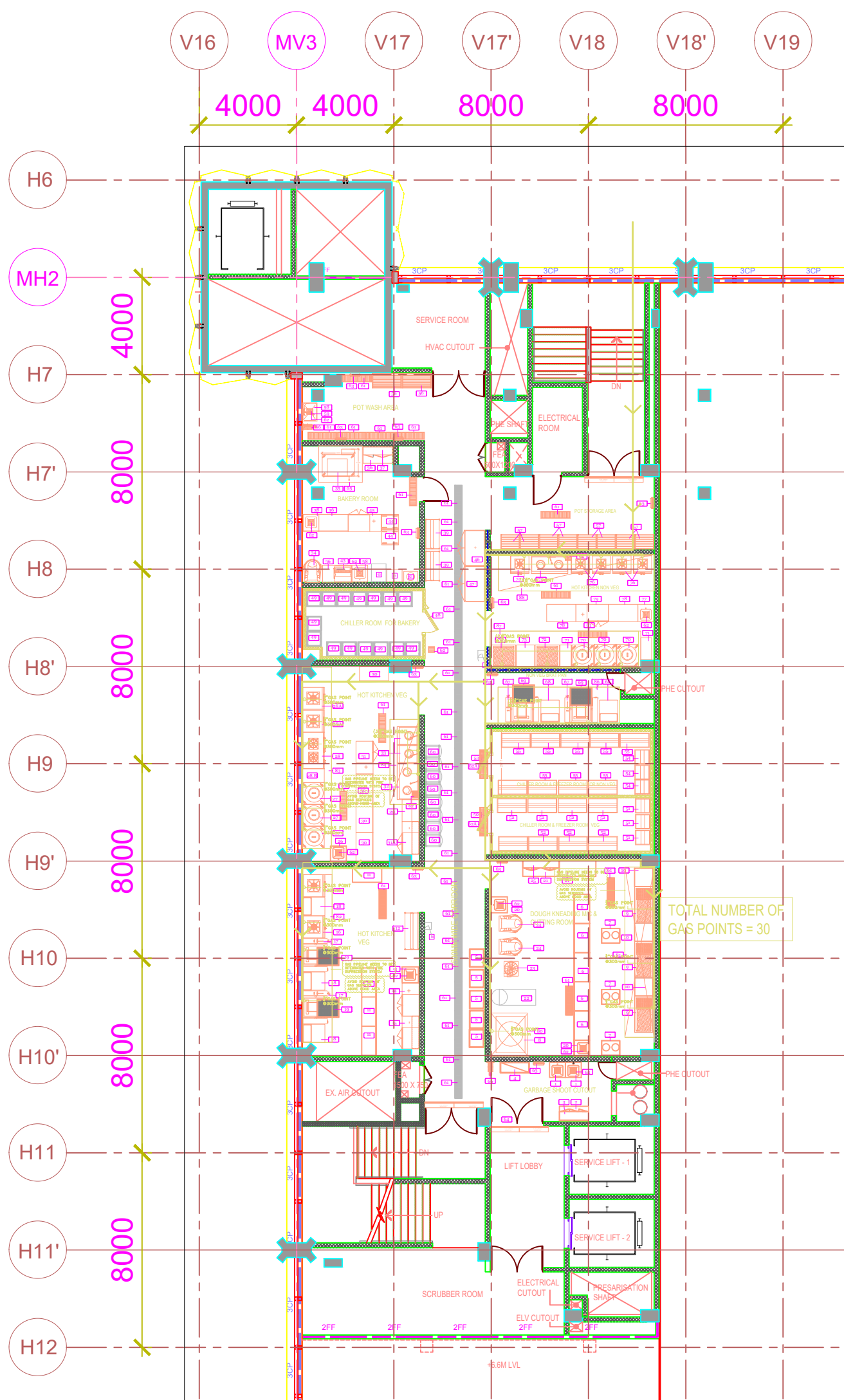
DRG.NO.
IICC- DWK- F6 - FAP -01
LEVEL/LOCATION.

CONVENTION CENTER F6

ISSUE DATE	REV.NO.
------------	---------

ISSUE DATE	REVISED
28.10.2020	

<u>SCALE</u>	<u>FILE NO.</u>
NTS	

[illegible]

PROJECT TITLE-
IICC DWARKA

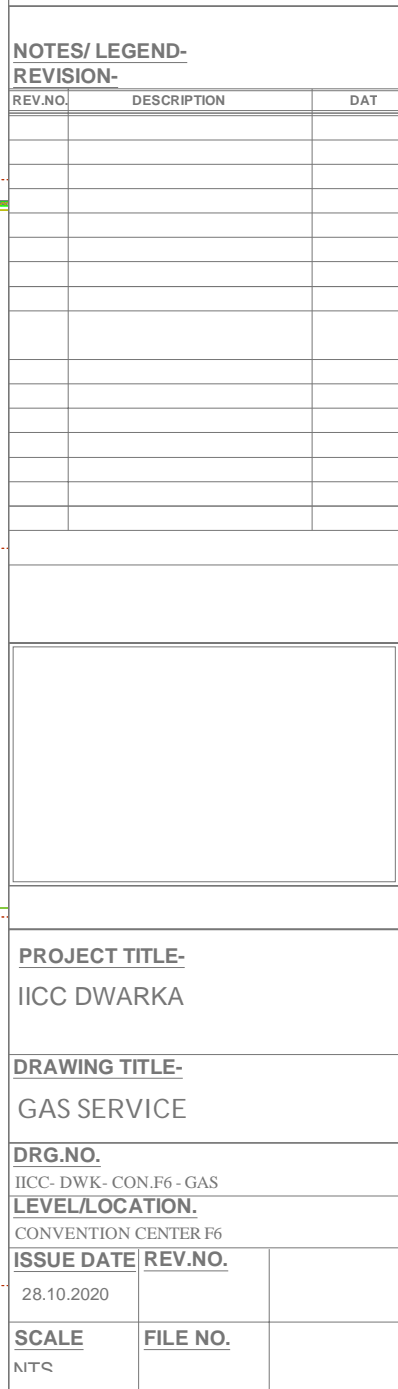
DRAWING TITLE-
EQUIPMENT LAYOUT PLAN

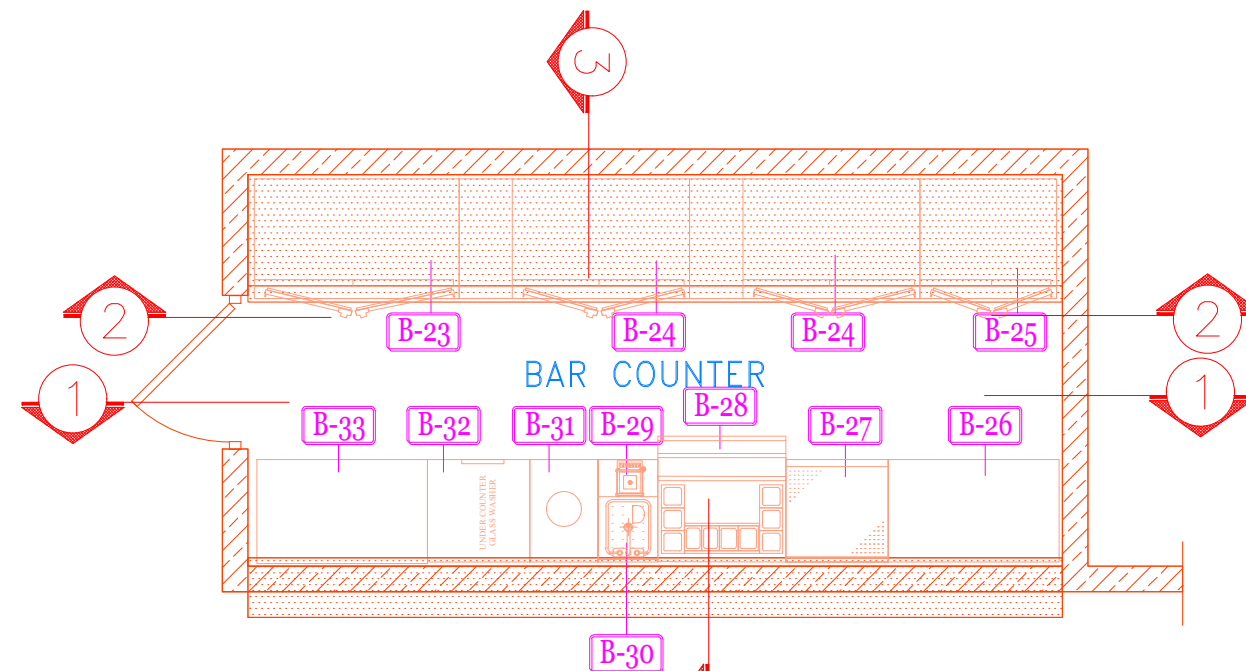
DRG.NO.	IICC- DWK-EX.F.F - FAP -01
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LEVEL/LOCATION.
EXHIBITION FIRST FLOOR

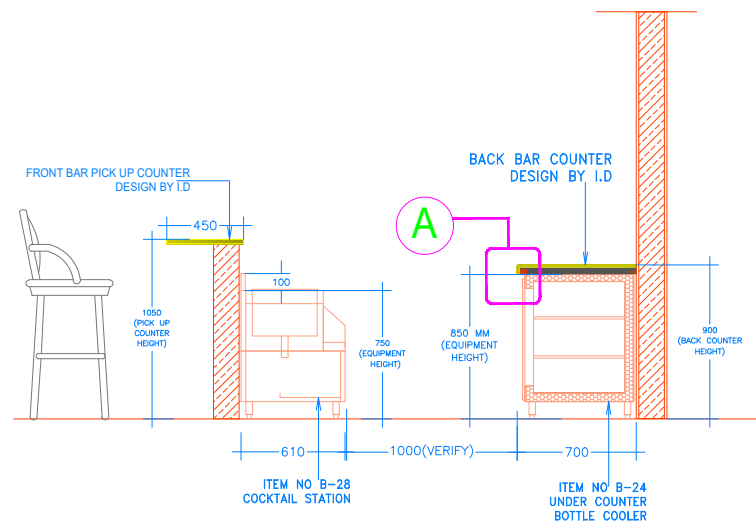
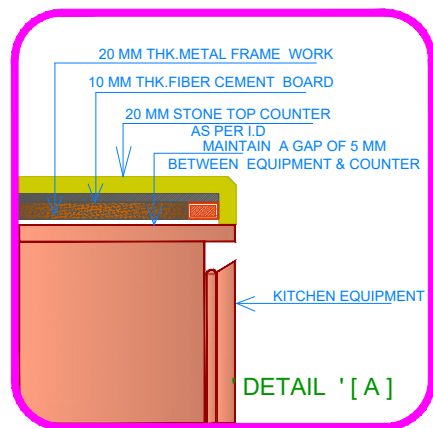
EXHIBITION FIRST FLOOR	
ISSUE DATE	REV.NO.
28.10.2020	

<u>SCALE</u>	<u>FILE NO.</u>
NTS	

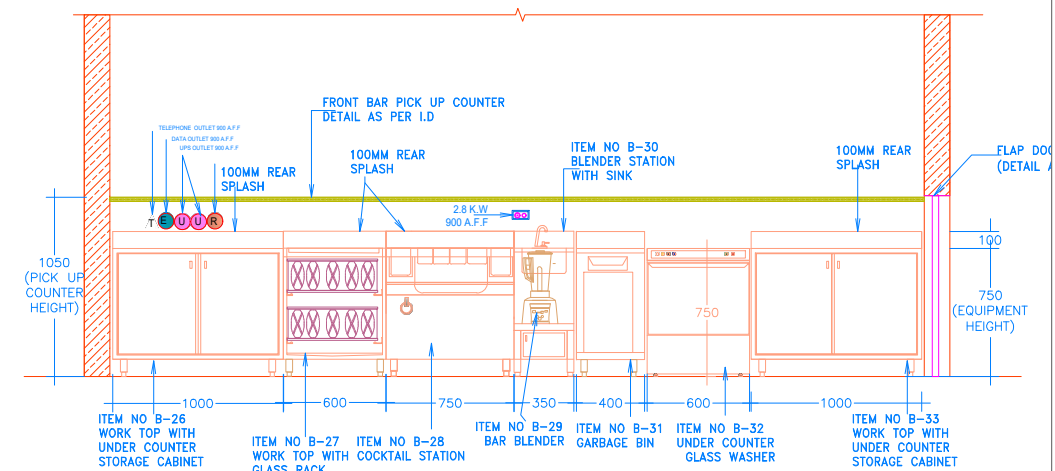




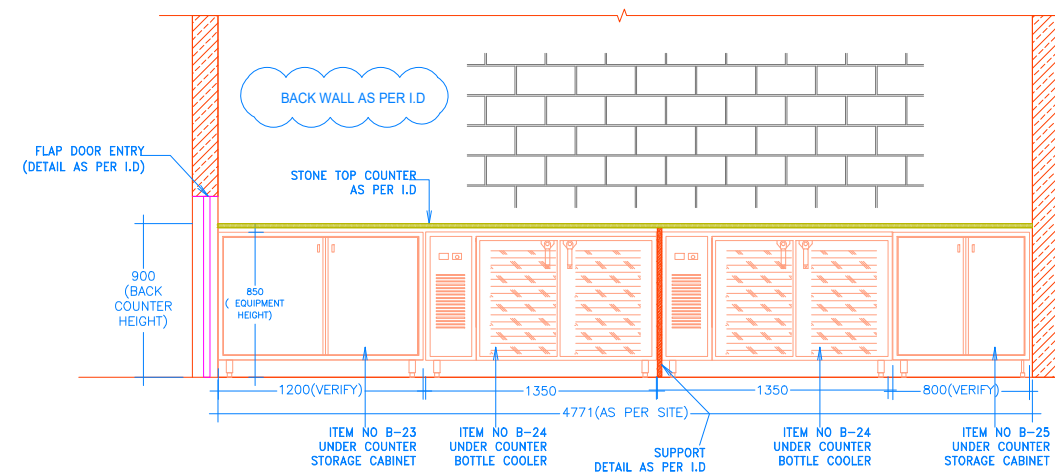
BAR LAYOUT PLAN



SECTION 3-3



ELEVATION 1-1
BAR FRONT COUNTER ELEVATION



ELEVATION 2-2
BAR BACK COUNTER ELEVATION

NOTES/ LEGEND-
REVISION-

REV.NO	DESCRIPTION	DATE
1		
2		
3		

BAR SECTION & ELEVATION

PROJECT TITLE-
IICC DWARKA

DRAWING TITLE-
BAR SECTION & ELEVATION

DRG.NO.
IICC-DWK- F6 - SEC/ELE
LEVEL/LOCATION.
CONVENTION CENTER F6
ISSUE DATE
16.12.2020

REV.NO.

SCALE
NTS

FILE NO.