

Volume I - Request for Proposal

Selection of Design and Technical Agency (DTA) for Development of Greenfield State Data Center (SDC), Gandhinagar, Gujarat

Tender Portal	:	https://gem.gov.in/
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Glossary

Agreement	As defined in Clause 1.1.2 and in Draft Agreement
Applicable Laws	As defined in Clause 23.1.6 of Draft Agreement
Associate	As defined in Clause 2.1.13
Authorized Representative	As defined in Clause 2.13.3
Authority	As defined in Clause 1.1
Bidder	As defined in Clause 1.2.1
Conditions of Eligibility	As defined in Clause 2.1
Conflict of Interest	As defined in Clause 2.1.13
Contract Fees	As defined in Article 13 of Draft Agreement
Documents	As defined in Clause 2.7
Effective Date	As defined in Clause 23.1.8 of Draft Agreement
Eligible Assignments	As defined in Clause 2.2.2
Financial Bid	As defined in Clause 2.11.2
INR, Re, Rs.	Indian Rupee(s)
LOA	Letter of Award
Project	As defined in Clause 1.1.1
Prohibited Practices	As defined in Clause 4.1
Bids	As defined in Clause 1.2
RFP	As defined in Disclaimer
Scheduled Bank	As specified in RBI Act, 1934
Selection Process	As defined in Clause 3.3
Services	As defined in Article 2 and Schedule C of Draft Agreement
Statutory Auditor	An Auditor appointed under Applicable Laws
Technical Bid	As defined in Clause 2.7
TOR	As defined in Schedule C of draft Agreement
US\$	United States Dollar

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

Invitation for Bids

Disclaimer

1. The information contained in this Request for Proposals document ("RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. This RFP is neither an agreement nor an offer by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, especially details regarding the Project Site, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.
3. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
4. The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of this RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way from participation in the Bidding Process.
5. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this RFP.
6. The Authority may in its absolute discretion prior to the Bid Due Date, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP at any time during the Bidding Process.
7. The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of work and obligations of the Selected Bidder or the Authority's rights to amend, alter, change, supplement or clarify the scope of work of the Project, to be awarded pursuant to this RFP.
8. The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Licensee, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. Mere submission of a responsive Bid does not ensure selection of the Bidder as Licensee.

9. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation

Interpretation

In the interpretation of this RFP, unless the context otherwise requires:

1. The singular of any defined term includes the plural and vice versa, and any word or expression defined in the singular has the corresponding meaning used in the plural and vice versa;
2. Reference to any gender includes the other genders;
3. Unless otherwise stated, a reference to an Article, Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment or Schedule is a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment or Schedule of this RFP;
4. A reference to any agreement is a reference to that agreement and all annexes, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof;
5. The terms “include” and “including” shall be deemed to be followed by the words “without limitation”, whether or not so followed;
6. Any reference to a person shall include such person’s successors and permitted assigns;
7. A reference to “writing” or “written” includes printing, typing, lithography and other means of reproducing words in a visible form;
8. Any date or period set forth in this RFP shall be such date or period as may be extended pursuant to the terms of this RFP;
9. A reference to “month” shall mean a calendar month, a reference to “week” shall mean a calendar week and a reference to “day” shall mean a calendar day, unless otherwise specified.
10. The terms “hereof”, “herein”, “hereto”, “hereunder” or similar expressions used in this RFP mean and refer to this RFP and not to any particular Article, Clause or Section of this RFP;
11. In the case of any conflict, discrepancy or repugnancy between the provisions of the Bidding Documents, the provisions of the Contract shall prevail over and supersede the provisions of other documents;
12. The descriptive headings of Sections and Clauses are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of contents thereof and shall not be used to interpret the provisions of the Bidding Documents; and
13. All capitalized words and expressions used in this RFP but not defined herein shall have the same meaning as ascribed to them in the Contract.

***Note: In case of any conditions/clause specified in RFP is contradicted by conditions / clause stipulated in e procurement portal, then RFP shall override the clauses/conditions mentioned on e-procurement portal. For any clarification in detail, kindly follow the RFP/ tender.

Data Sheet

1	Name of the project	RFP for Selection of Design and Technical Agency (DTA) for Development of Greenfield State Data Center (SDC), Gandhinagar, Gujarat
2	Tender issued by	Department of Science and Technology, Government of Gujarat
3	Procurement stages	Single Stage- Two Envelope (QCBS)
4	Cost of Tender Documents	Not Applicable
5	EMD (Earnest Money Deposit)	INR 22,50,000 (INR Twenty Two Lakh Fifty Thousand only) in the form of Demand Draft ("DD") / Bank Guarantee ("BG") in favor of "Gujarat Informatics Ltd" payable at Gandhinagar
6	Date of issue of RFP document	As per GeM portal
7	Last date and time of Submission of bids Technical (Online) and Financial Proposal (online)	As per GeM portal
8	Opening of Financial Bids.	To be announced
9	Place of obtaining Tender Documents	The tender can be downloaded from the website: https://gem.gov.in/
10	Authorized Representative	Dr. Deven Pandya, Joint Director , GSDC
11	Email for Correspondence	pmc-gsdc@gujarat.gov.in
12	Bank Details	- Account Name: Gujarat Informatics Ltd - Bank Name: HDFC Bank - Branch: Sector 16, Gandhinagar - Bank A/c No: 50200010918090 - IFSC Code: HDFC0000190
***Note: In case of any conditions/clause specified in RFP is contradicted by conditions/clause stipulated in the GeM website, then RFP shall override the clauses/conditions mentioned on GeM website. For any clarification or details, kindly follow the RFP.		

1 Introduction

1.1 Background

The Department of Science & Technology, Government of Gujarat ("DST" or the "Authority") is the nodal department responsible for driving technology-led growth, digital transformation, and e-Governance initiatives across the State. Established in 2002 and operational since 2003, DST oversees key sectors including ICT & e-Governance, Biotechnology, Science & Technology, Remote Sensing, and Seismology. Under DST's stewardship, the Gujarat State Data Center (GSDC) was established in 2010 under the National e-Governance Plan (NeGP). GSDC serves as the State's centralized digital infrastructure platform, hosting mission-critical government applications, data, cloud services, and citizen-centric digital services.

With increasing demand for digital services, cloud adoption, cybersecurity, and scalable computing infrastructure, DST proposes to establish a Greenfield State Data Center (SDC) at Gandhinagar, Gujarat. The proposed facility will provide secure, resilient, scalable, and future-ready infrastructure to support the evolving digital requirements of the Government of Gujarat. To support planning, design, and implementation of the project, DST intends to engage a qualified Design and Technical Agency ("DTA" or the "Consultant").

The DTA shall act as the Authority's technical advisor and implementation support partner, responsible for developing the design, engineering, specifications, layouts, drawings, and technical documentation required for successful execution of the Greenfield SDC.

Existing Data Center

The existing Gujarat State Data Center (GSDC) at Gandhinagar is the State's established data center facility supporting government applications and digital services.

1.1.1 Greenfield State Data Center

The Government of Gujarat envisions the establishment of a next-generation Greenfield State Data Center (SDC) at Gandhinagar as a strategic digital infrastructure asset that will serve as the foundation for the State's future digital governance ecosystem. The proposed facility shall provide secure, resilient, scalable, and future-ready infrastructure capable of supporting mission-critical government applications, cloud services, digital platforms, and emerging technology workloads.

The proposed Greenfield SDC shall be developed on a designated land parcel at Gandhinagar, Gujarat, in proximity to the State Emergency Operation Center (SEOC). The identified site, with an indicative area of approximately 6,700 sq. m., has been earmarked for the development of a modern and sustainable data centre facility. The associated site details shall be confirmed by the Authority during the course of the engagement.

The Tier-III compliant & Tier-IV ready Data Centre will be designed for a total capacity of 10 MW but will initially be operated at a load of up to 5 MW. The design should therefore adopt a modular and scalable approach, enabling the remaining capacity to be added in a phased manner without affecting the functionality of the commissioned phases.

Proposed Site Location and Land Parcel



Greenfield SDC is envisioned as a benchmark digital infrastructure facility designed in accordance with globally recognized standards and leading industry practices. The facility should emphasize reliability, scalability, security, operational excellence, and long-term sustainability while providing the flexibility required to accommodate future technology advancements and capacity growth.

A key objective of the proposed SDC shall be to establish an energy-efficient and environmentally sustainable infrastructure ecosystem through the adoption of modern cooling technologies, efficient power systems, green building principles, and renewable energy initiatives wherever feasible. The design shall strive to achieve industry-leading operational efficiency and optimize resource utilization throughout the facility lifecycle.

The proposed facility shall leverage intelligent automation, advanced monitoring & observability platforms, predictive analytics, and AI-driven operations capabilities to improve service availability, operational visibility, infrastructure performance, and proactive fault management. The design shall be capable of supporting evolving cloud, data, AI, high-performance computing, and digital service requirements while maintaining robust cybersecurity, business continuity, and disaster recovery capabilities.

In parallel, the initiative shall establish a strategic modernization roadmap for the existing GSDC ecosystem to ensure alignment with future business requirements, emerging technologies, and evolving service delivery models. Together, Greenfield SDC and the modernized ecosystem shall provide a resilient, secure, and sustainable digital infrastructure foundation to support Gujarat's long-term vision of a digitally empowered government and citizen-centric service delivery.

- 1.1.2 The Consultant shall be responsible for discharging its obligations in accordance with the proposed agreement to be signed between the Authority and the Consultant ("Agreement")

or “Contract”). The draft Contract has been provided as Volume II of this RFP and the scope of services of the Consultant are set out in the draft Contract.

- 1.1.3 The statements and explanations contained in this RFP are intended to provide a better understanding to the Contract the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of work and obligations of the Selected Bidder set out in detail in the Contract or the Authority’s rights to amend, alter, change, supplement or clarify the scope of work or the Project, to be awarded pursuant to the Bidding Documents. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including between this RFP or the Contract are to be noted, interpreted, and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- 1.1.4 The Authority shall receive Bids pursuant to this RFP and other documents to be provided by the Authority, as modified, altered, amended and clarified from time to time by the Authority (collectively the “Bidding Documents”). All Bids shall be prepared and submitted in accordance with such terms on or before the time on the date specified in Clause 1.3 for submission of Bids (the “Bid Due Date”).

1.2 Brief Description of Bidding Process

- 1.2.1 The Authority has adopted a Single-Stage Two Envelope process (the “Bidding Process”) for identification of the Selected Bidder.

All bidders (“Bidder”) shall simultaneously submit their relevant qualification details for the purpose of meeting the Eligibility Criteria, Technical Capacity and Financial Capacity; along with the technical documents (all foregoing submissions collectively referred to as the “Technical Bid”), and the financial proposal with respect to the Consultancy Fee (“Financial Bid”) sought as payable by Authority under the Contract. The Technical Bid and the Financial Bid shall be collectively referred to as bid (“Bid”).

- 1.2.2 In the first step, Technical Bids of all Bidders shall be evaluated to determine whether they are responsive in terms of Clause 3.2.
- 1.2.3 In the second step, the minimum eligibility criteria which includes Technical and Financial Capacity as set forth in Clause 2.2.2 of this RFP for undertaking the Project for those bidders who are found responsive in the first step.
- 1.2.4 In the third step, the Bidders meeting the minimum Eligibility Criteria as set out in clause 2.2.2 (i) and (ii) hereof, shall be called upon to make a presentation (“Technical Presentation”) setting out their proposed methodology and work plan.
- 1.2.5 In the fourth step, the Bids shall be evaluated, and Technical Marks will be allocated based on Criteria as per clause 2.2.2 (iii) of this RFP.
 - i. The Technical Presentation along with the Technical Document of the Bidders (i.e. Bidders whose Bids are responsive to requirements hereof and have met the minimum Financial Capacity and Technical Capacity criteria as laid down herein under clause 2.2.2) shall be evaluated by the Authority on various given parameters such as

innovativeness of concepts, items and attractions proposed and shall be allocated marks as per the criteria given in Clause 2.2.2 hereof.

- 1.2.6 Only those Bidders (“Qualified Bidders”), who score in aggregate at least 70 Marks out of 100 Marks in Technical Marks (Comprising of Technical Capacity, Financial Capacity and Technical Presentation) as set out clause in 2.2.2 of this RFP, shall be entitled to opening of their Financial Bid. The Financial Bid shall be quoted for rendering the scope of work or terms of reference towards the provision of the services specified in Annexure 1 in volume 2 of RFP. The marks for the Financial Bid shall be allocated with a maximum of 100 marks. The lowest financial quote shall be assigned full marks in line with the clause 3.3.3, and other quotes shall be allocated marks on inversely proportionate basis.
- 1.2.7 The Bidder, who pursuant to the evaluation and scoring of Technical Bids, Technical Presentation and Financial Bids, on weighted average (QCBS) basis of 70 [Technical Bid]: 30 [Financial Bid], scores the highest total marks will generally be the Selected Bidder.
- 1.2.8 The Selected Bidder who is awarded the Project and who executes the Contract subject to and in accordance with terms hereof, will be required to provide the services of Design and Technical Agency (DTA) Development of Greenfield State Data Center (SDC), Gandhinagar, Gujarat.
- 1.2.9 Any addenda, corrigendum, pre-bid queries or any other document issued subsequent and in reference to this RFP, but on or before the Bid Due Date, will be deemed to form part of the Bidding Documents.
- 1.2.10 The Bid shall be valid for a period of not less than 180 days (One Hundred Eighty days) from the Bid Due Date. In terms of the RFP, a Bidder is required to deposit an EMD (Earnest Money Deposit) for an amount of INR 22,50,000 (Rupees Twenty Two Lakh Fifty Thousand Only). The EMD will be refundable, not later than 180 days (One Hundred Eighty days) from the Bid Due Date except in the case of the Selected Bidder whose Bid EMD shall be retained till it has provided a (ePBG) Performance Security under the Agreement. The Bidders will have to provide EMD in the form of a Demand Draft or Bank Guarantee signed by any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks (operating in India having branch at Gandhinagar Gujarat), in the format set out in Annexure D. The EMD shall be issued in favour of “Gujarat Informatics Ltd” payable at Gandhinagar and the period of the EMD shall not be less than 180 days (One Hundred Eighty days) from the Bid Due Date, which may be extended as mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the EMD (Earnest Money Deposit).
- 1.2.11 Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax or e-mail to the officer designated in the Data Sheet via mail:- “pmc-gsdc@gujarat.gov.in”
- 1.2.12 The pre-bid queries should be submitted in the format specified below to be considered for response and they should be submitted in MS-Excel format/PDF format. Pre-bid queries not submitted in the prescribed format may not be responded to.

S. N.	Page No.	Part of RFP	Clause No.	Text provided in RFP	Clarification sought with justification, if any
1.	[•]	[•]	[•]	[•]	[•]
2.	[•]	[•]	[•]	[•]	[•]
...					

The envelopes or/and email /fax/ communication shall clearly bear the following identification/ title/subject:

“Queries/Request for Additional Information: RFP for Selection of Design and Technical Agency (DTA) for Development of Greenfield State Data Center (SDC), Gandhinagar, Gujarat

1.3 Schedule of Bidding Process

- 1.3.1 The Authority shall receive Bids for selection of the Selected Bidder(s) pursuant to and in accordance with the terms set forth in the RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended, and clarified from time to time by the Authority (collectively the “Bidding Documents”). All Bids shall be prepared and submitted in accordance with such terms as on or before the date specified in this RFP for submission of Bids by the Bid Due Date. The Authority shall endeavor to adhere to the following schedule. However, the Authority may, at its own discretion, revise or extend any of the timelines set out in this schedule.

Event Description	Date
Issue of Bidding Documents	As per Data Sheet.
Bid Due Date (Online) at GeM Portal (Technical and Financial)	As per Data Sheet.
Opening of Technical Bid	To be announced.
Technical presentation	To be announced.
Opening of Financial Bid	To be announced.
Issue of LoA	To be announced.
Signing of the Contract	To be announced.

2 Instructions to Bidders

A – General

2.1 General terms of Bidding

- 2.1.1 No Bidder shall submit more than 1 (one) Bid for the Project.
- 2.1.2 Unless the context otherwise requires, the terms not defined in this RFP but defined in the Contract shall have the meaning assigned thereto in the Contract.
- 2.1.3 The Bidding Documents can be downloaded from the Government e-marketplace (<https://gem.gov.in/>).
- 2.1.4 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Contract shall have an overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract.
- 2.1.5 The Bid shall be furnished as per formats provided in Appendix-I of this RFP. The Bid shall include the following:

ANNEXURE A	Letter Comprising the Bid
ANNEXURE B	General Information of Bidder & Statement of the Legal Capacity
ANNEXURE C	Power of Attorney for Signing of Bid
ANNEXURE D	EMD (Bank Guarantee)
ANNEXURE E	Technical Capacity of Bidder
ANNEXURE F	Financial Capacity of Bidder
ANNEXURE G	Bid Checklist
ANNEXURE H	Curriculum Vitae (CV)
ANNEXURE I	Self-Certification of Completion of Project / Assignment

- 2.1.6 The financial Bid shall be submitted on the GeM Portal as per the format specified therein (the “Financial Bid”). The format provided in Appendix-II is for illustrative purposes only. The Financial Bid shall be submitted solely by way of online submission and not as hard copy submission clearly indicating the fee as a lumpsum amount with respect to the Estimated Project Cost providing the required services for Department of Science and Technology (DST) as per the contract (“Consultancy Fee”), in both figures and words, in Indian Rupees, and signed by the Bidder’s Authorized Representative. The Consultancy Fee shall be paid as per the Contract (Vol-II of the RFP document). In the event of any difference between figures and words, the amount indicated in words shall prevail. The Financial Proposal and details must only be uploaded on the GeM portal, and no hard copy of the Financial Proposal must be submitted.

- 2.1.7 The Bidder shall deposit a Bid EMD in accordance with the provisions of this RFP. The Bidder can provide the Bid EMD in the form of a Bank Guarantee or Demand Draft, acceptable to the Authority, as per format set forth in Annexure D of Appendix-I.
- 2.1.8 The validity period of the EMD in the form of Bank Guarantee or Demand Draft shall not be less than 180 days (One Hundred Eighty days) from the Bid Due Date and may be extended as may be mutually agreed between the Authority and Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid EMD. The Bid EMD shall be refundable not later than 180 days (One Hundred Eighty days) from the Bid Due Date except in the case of the Selected Bidder (s) whose Bid EMD shall be retained till it has provided a Performance Security under the Contract.
- 2.1.9 The Bidder should submit a Power of Attorney as per the format set forth in Annexure C of Appendix-I, authorizing the signatory of the Bid to commit on behalf of the Bidder along with supporting documentation.
- 2.1.10 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.11 All communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.12 The Bidding Documents including this RFP, and all attached documents are and shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.12 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return any Bid, or any information provided along therewith.
- 2.1.13 A Bidder shall not have a conflict of interest, as more specifically described below, (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid EMD or Performance Security, as the case may be. The Bidder acknowledges and agrees such forfeiture and appropriation of the Bid Security or Performance Security (as the case may be) is reasonable and represents the mutually agreed genuine pre- estimated loss and damages likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's proposal ("Damages"). The Bidder acknowledges and agrees that such forfeiture and appropriation of the Bid Security or Performance Security (as the case may be) is without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:

- a) the Bidder or Associate (or any constituent thereof) and any other Bidder or Associate (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 a Bidder or an Associate thereof or any shareholder thereof having a shareholding is more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder or Associate, as the case may be, in the

other Bidder or Associate is not more than 5% (five per cent) of the paid up and subscribed 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 2(72) of the Companies Act, 2013. For the purposes of this Clause 2.1.13, indirect shareholding held through one or more intermediate persons shall be computed as follows:

(aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and

(bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

- b) a constituent of such Bidder is also a constituent of another Bidder; or
- c) 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 Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder or Associate; or
- d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- e) such Bidder or any Associate thereof has a relationship with another Bidder or any Associate thereof, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Bid of either or each of the other Bidder; or
- f) such Bidder has participated as a consultant or sub-consultant to the Authority in the preparation of any documents, design, or technical specifications of the Project.

Explanation:

For the purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under common control with such Bidder (the "Associate"). The expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting share capital of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law.

2.1.14 Any award of the Project shall be subject to the terms of Bidding Documents.

2.1.15 A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder 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 Contract. In the event any such adviser is engaged by the Selected Bidder, as the case may be, after issue of the LOA or execution of the Contract for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Contract and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Contract, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, or Associate in the past but its assignment expired or was terminated prior to the Bid Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of completion Project Term.

2.2 Eligibility of Bidders

2.2.1 For determining the eligibility of Bidders for their technical qualification hereunder, the following shall apply:

- a) The Bidder shall be a single legal entity. Joint bidding, consortium/joint venture arrangements or any group bidding structure shall not be permitted.
- b) A Bidder may be a company registered in India under the Companies Act or incorporated outside India under relevant laws of incorporation under country of its origin, or, a partnership firm registered under LLP Act incorporated under relevant acts/laws either outside or within India or any combination of the above (meeting the requirements set out in this RFP).
- c) The Bidder shall submit incorporation documents in support along with the technical proposal.
- d) It is clarified that as mandated under the Order (Public Procurement No. 4) dated 23rd Feb 2023 issued by the Ministry of Finance, Department of Expenditure, Public Procurement Division, the Bidder shall not, unless registered with the Competent Authority under the aforesaid Order, be related to an entity in a country which shares a land border with India, in any of the following ways:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; "agent" for the purposes of this RFP shall mean a person employed to do any act for another, or to represent another in dealings with third person; or
 - f. natural person who is a citizen of such a country; or
 - g.

The "beneficial owner" for the purpose of (c) above shall mean,

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical persons, has a controlling ownership interest or who exercises control through other means. Where no natural person is identified, the

beneficial owner is the relevant natural person who holds the position of senior mission official.

Explanation –

- (a) “Controlling ownership interest” means ownership of or entitlement to more than 25% (twenty-five per cent) of shares or capital or profits of the company,
 - (b) “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements,
- 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
 - 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

“Competent Authority” for the purpose of this Clause means the Authority defined in Annex 1 of the Order (Public Procurement No. 1) dated 23rd July 2020 issued by the Ministry of Finance, Department of Expenditure, Public Procurement Division.

- e) While qualification is open to persons from any country, the following provisions shall apply:
 - a. Where, on the date of the Bid, 25% (twenty-five per cent) or more of the aggregate issued, subscribed and paid-up equity share capital in the Bidder is held by persons resident outside India or where the Bidder is controlled by persons resident outside India; or
 - b. if at any subsequent stage after the date of the Bid, there is an acquisition of 25% (twenty-five per cent) or more of the aggregate issued, subscribed and paid-up equity share capital or control, by persons resident outside India, in or of the Bidder;

then the qualification of such Bidder or in the event described in sub clause (b) above, the continued qualification of the Bidder shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final and conclusive, and binding on the Bidder.

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition.

The Bidder shall promptly inform the Authority of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

- f) Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project, and the bar subsists as on the Bid Due Date, would not be eligible to submit any Bid.

2.2.2 Minimum Eligibility Requirements to be demonstrated by the bidder is as follows ("Eligibility Criteria"):

i. Technical Capacity:

The Bidder must have experience of the following ("Technical Capacity").

Sr	Description
1.	Experience in Engineering Design for HVAC and MEP and/or critical power infrastructure for Tier III and above Data center Projects in the last 7 years preceding the Bid Due Date: - - At least One Project of capacity greater than or equal to 8MW - OR - At least Two Projects of capacity greater than or equal to 5MW and up to 8MW - OR - At least three Projects of capacity greater than or equal to 4MW and up to 5MW
2.	Experience in at least 1 project in civil and/or architecture and/or structural design for Data Centre facilities with total project cost of at least INR 50 crore
3.	Experience in at least 1 project of undertaking site supervision/construction supervision for any data center project with total project cost of at least INR 50 crore
Note: - Total Project Cost is the approved capital cost of the relevant project, excluding land cost - For data center projects, capacity shall refer to IT load / critical power capacity, as certified through the documentary evidence submitted by the bidder. - Experience of completed Projects will only be considered, wherein the scope being sought must be duly completed by the Bidder. However, for criteria (3) above Substantially completed works shall be considered wherein at least 90 % the works towards the scope is completed as on the date of submission. This has to be duly certified by the Project Authority.	

ii. Financial Capacity:

(a) and (b) are collectively referred to as "Financial Capacity".

Sr	Particular	Criteria/Documents
A.	Average Annual Turnover	The Bidder must have an average annual Turnover greater than or equal to INR 15 Crores (Rupees Fifteen Crores Only) for the last 3 (three) financial years preceding the Bid Due Date. This must be certified by statutory auditor/CA. In case the annual accounts for the latest financial year are not audited, the Bidder shall provide an undertaking duly signed by Statutory Auditor/Chartered Accountant to this effect and shall submit Turnover credentials for the financial year preceding the latest financial year for which the Turnover is not audited and therefore not being provided.
B.	Net Worth	The Bidder must have a positive Net Worth for the financial year ending on 31 st March 2026. This must be certified by Statutory Auditor /Chartered Accountant. In case the annual accounts for the latest financial year are not audited, the Bidder shall provide an undertaking duly signed by Statutory Auditor /Chartered Accountant to this effect.

Documentary Evidence for Experience:

- Letter of Award/Work Order/Contract/P.O.
- All proofs of works must be duly accompanied by Completion certificates from client/ CA certification/Self-certification. In the case of self-certification, it must be ensured that it must be on the letter head duly signed and certified by the Managing director/CEO of the Bidder (and/or its associates) and duly notarized/apostilled (if issued/executed outside India) clearly indicating the completion of the relevant scope/works/ Project as the case may be.

In computing the Technical & Financial Capacity of the Bidder under Clause 2.2.2, the Technical & Financial Capacity and experience of their respective Associates would also be eligible hereunder. CA / Statutory Auditor / Company Secretary certificate confirming Associate relationship (demonstrating control as per definition) must be submitted in each such case and Associate's consent shall be accorded in support of the above documentation.

In case the financial figures and value of completed works are in foreign currency, the current market exchange rate (State Bank of India BC Selling rate as on the last date of submission of the bid) will be applied for the purpose of conversion of the amount in foreign currency into Indian rupees.

For the purposes of this RFP, "Net Worth" means:

- a) in case the Bidder is a company, Net Worth will mean the aggregate value of the paid-up share capital and all free 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; and

- iii. Technical Marks: The Bidders shall be provided with Technical Marks based on their Technical Bid and Technical Presentation. ("Technical Marks").

The Bidder shall be required to score in aggregate at least 70 marks ("Minimum Eligibility Criteria"), pursuant to marks scored basis its Technical Bid submissions and its Technical Presentation, in accordance with terms hereof.

Technical Marks: Total – 100 Marks			
Sr. No.	Criteria	Maximum Marks	Description
A.	Average annual Turnover of the Bidder in the last three financial years preceding the Bid Due Date. (Certificate from the duly certified by statutory auditor/CA (refer format in Annexure F).	10	Bidder with the Average Annual Turnover: • >15 Cr. to <= 100 Cr. – 4 marks • >100Cr. to <=250 Cr. – 6 marks • >250Cr. to <=500 Cr. – 8 marks • >500 Cr. – 10 marks
B.	Technical Capacity in Assignment as defined in Clause 2.2.2 (i) (1)	20	Experience in Design for HVAC and MEP and/or critical power infrastructure for Tier III and above Data Center Projects. For each eligible assignment, marks would be awarded as follows: - o >= 4 MW and < 6 MW: 5 marks - o >= 6 MW and < 8 MW: 6 marks - o >= 8 MW and < 10 MW: 8 marks - o >= 10 MW: 10 marks
C.	Technical Capacity in Assignment as defined in Clause 2.2.2 (i) (2)	10	Experience in at least 1 project in civil and/or architecture and/or structural design for Data Centre facilities with total project cost of at least INR 50 crore For each eligible assignment-5 marks
D.	Technical Capacity in Assignment as defined in Clause 2.2.2 (i) (3)	10	Experience in site supervision/construction supervision for any data center project at least INR 50 Crore For each eligible assignment– 5 marks
E.	Adequacy of the proposed work plan in response to ToR	30	Adequacy of the proposed methodology, work plan and technical presentation in response to the Terms of Reference and technical know-how. A) Understanding of Project Requirements (10 Marks) • Understanding of Gujarat SDC

Technical Marks: Total – 100 Marks			
Sr. No.	Criteria	Maximum Marks	Description
			objectives. • Key design challenges for a Greenfield Data Center. • Interpretation of Tier III Compliance and Tier IV Ready philosophy. • Future scalability and modular expansion approach. • Understanding of construction supervision and EPC interface requirements. B) Conceptual Design Approach (10 Marks) Bidder to Present: - • Proposed master planning philosophy. • Land utilization strategy. • Expansion strategy. • White space, grey space and utility zoning. • Reliability and redundancy philosophy (2N, N+1, N+N). • Sustainability and IGBC Gold approach. Preliminary Block Diagram - Bidder to present a preliminary block diagram showing: • Data halls • Utility yard • Electrical infrastructure • Cooling infrastructure • Security and logistics planning C) Previous Relevant Experience (10 Marks) Present: • Data Centre projects completed. • MW capacity. • Tier achieved. • Role performed. • Construction cost. • Lessons learned

Technical Marks: Total – 100 Marks			
Sr. No.	Criteria	Maximum Marks	Description
F.	Team Composition	20	Key Personnel • Project Director – 5 Marks • Lead Data Centre (DC) Architect – 4 Marks • Lead HVAC Designer – 4 Marks • Lead Electrical Design – 4 Marks • Security Lead (ELV / Security / BMS, etc.) – 3 Marks The Bidder shall submit Annexure-H for the deployed team. The detailed evaluation criteria for the proposed team shall be as per Appendix III.
Documentary Evidence for Experience: • Letter of Award/Work Order/Contract/P.O. • All proofs of works must be duly accompanied by Completion certificates from client/ CA certification/Duly Notarised Self-certification. • In the case of self-certification, it must be ensured that it is on the letter head duly signed and certified by the Managing director/CEO of the Bidder (and/or its associates) and duly notarized/ apostilled clearly indicating the completion of the relevant scope/works/ Project as the case may be. • Details of non-key personnel/additional resources are provided at Sr. Nos. 6 to 10 of Schedule E – Deployment of Personnel in the Draft Contract. • Non-key personnel/additional resources shall not be considered for marking; however, they must be deployed on the Project in accordance with Schedule E of the Draft Contract. • Selected Bidder shall be required to submit the CV's of Non-key personnel/additional resources to Authority for approval prior to deployment on site at the time of site mobilization of EPC Contractor.			

2.2.3 Any entity which has been barred by the Central/ State Government, or any other government institution in India, for any reason, from participating in any project, and the bar subsists as on the Bid Due Date, would not be eligible to submit the Bid.

2.2.4 The Bid must be accompanied by the annual reports audited of the Bidder for the latest financial year preceding the Bid Due Date. The Bidder shall enclose in its Bid, as per the format set forth in Appendix-I, complete with its Annexes, the certificate(s) from its statutory auditors/ Chartered Accountant specifying the Net Worth of the Bidder at the close of the

financial year preceding the Bid Due Date and also specifying that the methodology adopted for calculating such Net Worth conforms to the provisions of this Clause 2.2.4.

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/Chartered Accountant shall certify the same. In such a case, the Bidder shall provide the audited financial statements for the financial year preceding the latest financial year for which the audited annual report is not being provided.

For any other form of Bidder, than those specified under Clause 2.2, appropriate calculation methods shall be defined by the Authority prior to commencement of evaluation of Technical and Financial Capacity.

2.3 Intentionally left blank

2.4 Cost of Bidding

Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5 Site visits and verification of information

2.5.1 Bidders are encouraged to submit their respective Bids after ascertaining for themselves the conditions, location, surroundings, Applicable Laws, applicable permits and regulations, and any other matter considered relevant by them for submitting their Bids in response to the RFP.

2.5.2 It shall be deemed that by submitting a Bid, the Bidder has:

- a) made a complete and careful examination of the Bidding Documents.
- b) received all relevant information requested from the Authority.
- c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5.1 above.
- d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder.
- e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Contract; and
- f) agreed to be bound by the undertakings provided by it under and in terms hereof

2.5.3 The Authority shall not be liable for any omission, mistake, or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning

or relating to the Bidding Documents including the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.6 Right to accept and to reject any or all Bids

- 2.6.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- 2.6.2 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and / or reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 2.6.3 The Authority reserves the right to reject any Bid and appropriate the Bid EMD if, at any time, a material misrepresentation is made or uncovered or the Bidder does not provide, within the time specified by the Authority, supplemental information sought by the Authority for evaluation of the Bid. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Bids have been opened and the First Ranked Bidder gets disqualified / rejected, then the Authority reserves the right to:
- a. to choose the Selected Bidder in accordance with Clause 3.3.3, 3.3.4 and 3.3.5; or
 - b. take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
- 2.6.4 In case it is found during the evaluation or at any time after selection of Qualified Bidders or Selected Bidders or before/after signing of the Contract or after its execution and during the period of subsistence thereof, one or more of the Minimum Eligibility Criteria 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, notwithstanding anything to the contrary contained therein or in this RFP, in the Bidding Documents and the Contract (if executed) shall be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder or Selected Bidder, as the case may be. In such an event, the Authority shall have a right to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as compensation and Damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

B – Documents

2.7 Documents

- 2.7.1 This RFP comprises the Disclaimer set forth hereinabove, the contents listed below and will additionally include any Addendum issued in accordance with Clause 2.9. The draft Contract set out in Volume II as part of the Bid Documents shall be deemed to be part of this RFP.

Invitation for Bids

- Section 1. Introduction
- Section 2. Instructions to Bidders
- Section 3. Evaluation of Bids
- Section 4. Fraud and Corrupt Practices
- Section 5. Pre-Bid Conference
- Section 6. Miscellaneous

Appendices

I. Formats for Technical Bid

ANNEXURE A	:	Letter Comprising the Bid
ANNEXURE B	:	General Information of Bidder & Statement of the Legal Capacity
ANNEXURE C	:	Power of Attorney for Signing of Bid
ANNEXURE D	:	EMD (Bank Guarantee)
ANNEXURE E	:	Technical Capacity of Bidder
ANNEXURE F	:	Financial Capacity of Bidder
ANNEXURE G	:	Bid Checklist
ANNEXURE H	:	Curriculum Vitae (CV)

- II. Format for Financial Bid
- III. Qualifications of Proposed Experts

2.8 Clarifications

- 2.8.1 Bidders requiring any clarification on the Bidding Documents including the RFP may notify the Authority in writing or by fax and e-mail in accordance with Clause 1.2.4. They should send in their queries before the date mentioned in the schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavor to respond to the queries within the period specified therein, but no later than 5 (five) days prior to the Bid Due Date:
- 2.8.2 The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as

compelling or requiring the Authority to respond to any question or to provide any clarification.

- 2.8.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority, or its employees or representatives shall not in any way or manner be binding on the Authority.

2.9 Amendment of RFP

- 2.9.1 At any time prior to the deadline for submission of Bids, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of an addendum ("Addendum") or a corrigendum.
- 2.9.2 Any Addendum issued hereunder shall be uploaded on the GeM portal and it shall be the responsibility of the Bidder to ensure that he has full knowledge of the Bid Documents:
- 2.9.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date.

C – PREPARATION AND SUBMISSION OF BIDS

2.10 Format and Signing of Bid

- 2.10.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects.
- 2.10.2 The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Bid shall be initialized by the person(s) signing the Bid.

2.11 Sealing and Marking of Bids

- 2.11.1 The Bidder shall submit the Technical Bid online on the GeM portal with all scanned pages (in proper resolution) numbered serially and by giving an index of documents. Each page of the documents shall be initialed by the Authorized Representative of the Bidder as per the terms of the RFP. The Bidder shall be responsible for the accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded RFP document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Authority, the latter shall prevail.

The Technical Bid shall include:

- a. Letter comprising the Bid (Appendix – I - ANNEXURE A).
- b. General Information of Bidder and Statement of the Legal Capacity (Appendix – I ANNEXURE B).

- c. Power of Attorney for signing of Bid in the prescribed format (Appendix – I - ANNEXURE C).
- d. Bid EMD (Appendix – I - ANNEXURE D).
- e. Technical Capacity of the Bidder (Appendix – I - ANNEXURE E).
- f. Financial Capacity of the Bidder (Appendix – I - ANNEXURE F).
- g. Bid Checklist (Appendix – I - ANNEXURE G).
- h. Curriculum Vitae (CV) of the proposed Key Personnel (Appendix – I -ANNEXURE H).
- i. Self-Certification of Completion of Project / Assignment (Appendix – I - ANNEXURE I)
- j. A copy of the Contract with each page initialed by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (c) hereinabove.
- k. All Addendum, Corrigendum and responses to Pre-Bid Queries published by the Authority with each page initialed by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (c) hereinabove.
- l. Copy of proof of payment towards cost of the Bid Documents in favour of “Gujarat Informatics Ltd.” Payable at Gandhinagar, if applicable.

2.11.2 The Bidder shall submit the financial bid on the GeM portal as per the format specified therein. The format provided at Appendix-II is for illustrative purposes only. The financial bid (the “FINANCIAL BID”) shall clearly indicate the total Consultancy Fee (“Consultancy Fee”) being quoted for executing the Project, in both figures and words, signed by the Bidder’s Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail.

The Financial Proposal shall be submitted online on the GeM Portal only. There shall be no physical hard copy submission of the Financial Proposal under any circumstance. Any submission of the Financial Proposal in hard copy shall lead to the Proposal being rejected in its entirety and declared as non-responsive.

2.12 Bid Due Date and Time

2.12.1 Bids should be submitted on or before the time specified in Clause 1.3 on or before the Bid Due Date at the address provided in Clause 2.1.3 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified at Clause 2.1.3.

2.12.2 The Authority may, in its sole discretion, extend the Bid Due Date and specified time by issuing an Addendum in accordance with Clause 2.9 uniformly for all Bidders.

2.13 Late Bids

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

2.14 Contents of the Bid

- 2.14.1 The Technical Bid for the Project shall be furnished in the formats provided under Appendix–I. No hard copy of the Technical Bid shall be submitted.
- 2.14.2 The Financial Bid shall be submitted online only on the GeM portal. The Financial Proposal shall not be submitted physically in hard copy.
- 2.14.3 Generally, the Project shall be awarded to the Bidder with the highest total score as per Clause 2.2.2.
- 2.14.4 The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.

2.15 Modifications/Substitution/Withdrawal of Bids

- 2.15.1 The Bidder may modify, substitute, or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to Bid Due Date. No Bid shall be modified, substituted, or withdrawn by the Bidder on or after the Bid Due Date.
- 2.15.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and submitted in accordance with Clause 2.11, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.
- 2.15.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the specified time on the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.16 Rejection of Bids

- 2.16.1 If any Bid received by the Authority is found not signed and/or sealed and/or marked as stipulated in Clauses 2.10 and 2.11, and/or not accompanied by the Bid Security as specified in Clause 2.1.4, it may be summarily rejected.
- 2.16.2 Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul Bidding Process and to reject all Bids at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reason whatsoever. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite fresh Bids hereunder.
- 2.16.3 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reason.

2.17 Validity of Bids

The Bids shall be valid for a period of not less than 180 days (One Hundred Eighty days) from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

2.18 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the Bidding Process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority 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 Authority or as may be required by law or in connection with any legal process.

2.19 Correspondence with the Bidder

Bids received by the Authority after the specified time on BDD shall not be eligible for consideration and shall be summarily rejected.

D – BID SECURITY

2.20 Bid Security

- 2.20.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 1.2.4 in the form of a bank guarantee or demand draft issued by a Scheduled Bank in India, in favor of the Authority in the format set forth in Annexure D of Appendix –I (the “Bank Guarantee”) and having a validity period of not less than 180 days (One Hundred Eighty days) from the Bid Due Date, as may be extended by the Bidder from time to time. In case the Bank Guarantee or Demand Draft is issued by a foreign bank outside India, confirmation of the same by any nationalized bank in India is required. For the avoidance of doubt, “Scheduled Bank” shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.
- 2.20.2 The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 2.20.3 Save as provided in Clause 1.2.4 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on selection of the Selected Bidder(s) or when the Bidding process is cancelled by the Authority.
- 2.20.4 The Selected Bidder(s)’ EMD will be returned, without any interest, upon the Bidder signing the Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder(s) option, adjust the amount of Bid EMD in the amount of Performance Security to be provided by him in accordance with the provisions of the Contract.
- 2.20.5 The Authority shall be entitled to forfeit and appropriate the Bid EMD as Damages inter alia in any of the events specified in Clause 2.20.6 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the

Bidder during the Bid validity period. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.20.6 The Bid Security shall be forfeited and appropriated by the Authority as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Contract, or otherwise, under the following conditions:

- a) If a Bidder engages in corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice as specified in Section 4 of this RFP.
- b) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by the Bidder from time to time.
- c) In the case of Selected Bidder(s) if it fails within the specified time limit –
 - i. To sign the Letter of Award.
 - ii. Sign the Contract; or
 - iii. To furnish the Performance Security within the period prescribed thereof in the Contract.
- d) In case the Selected Bidder(s), having signed the Contract, commits any breach thereof prior to furnishing the Performance Security.

2.20.7 The Bid EMD of Bidders whose Bid is rejected on account of not meeting the Eligibility Criteria will be returned/refunded within a period of 60 (sixty) days from the date of intimating the rejection of the proposal by Authority to the Bidder.

3 EVALUATION OF BIDS

3.1 Opening and Evaluation of Bids

- 3.1.1 The Authority shall open the Technical Bid at the prescribed time in Clause 1.3, at the office of the following authority and record the names of the Bidders from whom Bids are received.
Department of Science and Technology, Government of Gujarat.
- 3.1.2 The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.
- 3.1.3 To facilitate evaluation of Technical Bid, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Technical Bid.

3.2 Tests of responsiveness

- 3.2.1 As part of the evaluation of Technical Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
 - a. it is received as per the format at Appendix – I;
 - b. it is received by the Authority on or before the specified time on the Bid Due Date including any extension thereof pursuant to Clause 2.12.2;
 - c. it is signed as stipulated in Clauses 2.10 and 2.11;
 - d. it is accompanied by the Bid Security as specified in Clause 1.2.3;
 - e. it is accompanied by the Power of Attorney as specified in Clause 2.1.9;
 - f. it does not contain any condition or qualification;
 - g. it is not non-responsive in terms hereof; and
 - h. It contains all the information in formats same as those specified in this RFP.

For the avoidance of doubt, the Technical Bid shall only be considered responsive if the Bidder has submitted and uploaded the soft copy of the Technical Bid on the GeM website, including all the Annexures and Appendix the scanned copy of the Bid Security in the format mentioned in Annexure D of Appendix I.

- 3.2.2 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

3.3 Selection of Bidder

- 3.3.1 The Bidders considered as responsive in terms of Clause 3.2.1 and fulfilling the Minimum Eligibility Criteria as set forth in Clause 2.2.2 shall be further evaluated based on the evaluation criteria set forth in the RFP.
- 3.3.2 Financial Bids of only Qualified Bidders shall be considered for evaluation.
- 3.3.3 The Authority shall select the Bidder through Quality cum Cost Based Selection (QCBS) process. Technical and Financial Bids shall be evaluated based on parameters specified in the

RFP document. The Technical marks will be awarded as per the criteria given in Clause 2.2.2 (iii) of this RFP.

The Financial Bid shall be the aggregate of the lumpsum amount quoted by the Consultant to render the scope of work or terms of reference towards the provision of the services specified in the Contract. The Bidder quoting the lowest Consultancy Fee will get the maximum financial score of 100. Financial scores of other Bidders shall be given proportionately. 70% weightage shall be assigned to technical marks, and 30% weightage shall be assigned to the financial marks.

Total score shall be calculated as:

Total Score = 70% x Technical Score + 30% x Financial Score

Normalization of Total Score and Financial Score shall be based on GeM

The Project will be awarded to the Bidder with the highest total score (hereinafter referred to as "Selected Bidder").

- 3.3.4 The remaining Qualified Bidders shall be kept in reserve and the second ranked bidder i.e., Qualified Bidder scoring second highest Total Score ("Second Ranked Bidder") may be declared as the Selected Bidder, in case the Selected Bidder withdraws or is not selected for reasons set out in the RFP. In the event that such Second Ranked Bidder withdraws or is not selected for any reason, the Authority may invite fresh Bids from all Qualified Bidders or annul the Bidding Process.
- 3.3.5 In the event that 2 (two) or more Qualified Bidders have the same overall Total Score (the "Tie Bidders") for the Project, the Qualified Bidder shall be identified as the bidder which has the higher Technical Marks among the bids in the tie. In the event that again 2 (two) or more Qualified Bidders have the same overall total score and Technical Marks, the Selected Bidder shall be identified as the bidder which has higher Financial Capacity.
- 3.3.6 After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Bidder(s) and the Selected Bidder(s) shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder(s) is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder(s) to acknowledge the LOA, and the next eligible Bidder may be considered.
- 3.3.7 After acknowledgement of the LOA as aforesaid by the Selected Bidder(s), it shall execute the Contract within the period prescribed in Clause 1.3. The Selected Bidder(s) shall not be entitled to seek any deviations in the Contract.

3.4 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

4 FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, or in the LOA or the Contract, the Authority shall reject a Bid, withdraw the LOA, or terminate the Contract, as the case may be, without being liable in any manner whatsoever to the Bidder or successful Bidder, as the case may be, if it determines that the Bidder or successful Bidder, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall forfeit and appropriate the Bid EMD or Performance Security, as the case may be, as Damages without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Contract, if a Bidder or service provider, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Contract, such Bidder or service provider shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or service provider, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical Agency/ adviser of the Authority in relation to any matter concerning the Project;
 - (b) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process.
 - (c) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process.

- (d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5 MISCELLANEOUS

- 5.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Gandhinagar Gujarat shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.
- 5.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Bidder; and/or
 - (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 5.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 5.4 All documents and other information supplied by the Authority or submitted by a Bidder shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.
- 5.5 The Authority reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

APPENDIX – I: Formats for Technical BID

(From Annexure A to Annexure I)

TECHNICAL BID

Annexure-A

Letter Comprising Bid

(To be forwarded on the letter head of the Bidder)

To,

.....

Date: -

Sub: RFP for Selection of Design and Technical Agency (DTA) for Development of Greenfield State Data Center (SDC), Gandhinagar, Gujarat

Dear Sir,

1. With reference to your RFP document dated *****, I having examined the Bidding Documents and understood their contents, hereby submitting my Bid for the Project. The Bid is unconditional and unqualified.
2. I acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Consultant for the aforesaid Project, and I certify that all information provided in the Bid and in Appendix I & Appendix II 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 my selection as a Consultant for undertaking the aforesaid Project.
4. I shall make available to the Authority any additional information it may find necessary or require to supplementing or authenticate the Bid.
5. I acknowledge the right of the Authority to reject my Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, my right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, I/We have neither failed to perform on any contract, as evidenced by imposition of a damages by an arbitral or judicial authority or a judicial pronouncement or arbitration award against me. We further certify that no orders have been passed against the Bidder by any authority as on the date of submission of the bid, which

would impact the delivery of our services under the proposed engagement. I/We/any of our Associate(s) have neither failed to perform on any contract

7. I declare that:

- a) I have examined and have no reservations for the Bidding Documents, including any Addendum issued by the Authority.
 - b) I do not have any Conflict of Interest in accordance with Clause 2.1.13 of the RFP.
 - c) I/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 4.3 of the RFP, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Authority, Central or State; and
 - d) I hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, 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. I 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 the provisions of this RFP.
9. I believe that I satisfy the Net Worth and Turnover criteria and meet all the requirements as specified in this RFP.
10. I/We declare that we are not submitting more than one Bid for the Project, either directly or through any Associate.
11. I/We declare that we/our Associates are not disqualified or debarred from participating in this bidding process.
12. I certify that in regard to matters other than security and integrity of the country, I or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority 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.
13. I further certify that in regard to matters relating to security and integrity of the country, I or any of our Associates have not been charge-sheeted by any agency of the government/Authority or convicted by a Court of Law for any offence committed by us.
14. We further certify that no investigation is pending by a regulatory authority either against the Authorized Signatory who has signed the bid nor against the proposed Engagement team and that no action has been initiated against Authorized Signatory and engagement team as on date of bid submission.
15. I further certify that we are qualified to submit a Bid in accordance with the guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13th July 2001 which guidelines apply mutatis mutandis to the Bidding Process.

16. I 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 provisions of this RFP, we shall intimate the Authority of the same immediately.
17. I undertake that the Statement of Legal Capacity as per format provided at Annexure – B of the RFP document, and duly signed, is enclosed. The Power of Attorney for Signing of Bid is also enclosed.
18. I acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of selection of the Consultant under and in accordance with the RFP, I shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, withdraw the Letter of Award, as the case may be. I further acknowledge and agree that in the event such change in control occurs after signing of the Contract, it would, notwithstanding anything to the contrary contained in the Contract, be deemed a breach thereof, and the Consultant shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
19. I understand that the Selected Bidder shall be an existing Company incorporated under relevant laws of or from outside India under equivalent law.
20. I hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the Project and the terms and implementation thereof.
21. In the event of us being declared as the Selected Bidder, I/ agree to enter into a Contract in accordance with the draft that has been provided to me prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
22. I have studied all the Bidding Documents carefully and also surveyed the sites. I understand that except to the extent as expressly set forth in the Contract, I 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 it.
23. The Consultancy Fee has been quoted by me after taking into consideration all the terms and conditions stated in the RFP, Contract, our own estimates of costs call volumes and after a careful assessment of the Site and all the conditions that may affect the Consultancy Fee and implementation of the Project.
24. The Bid EMD in accordance with this RFP and in the form of a Bank Guarantee or Demand Draft is attached.
25. I agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I shall have any claim or right of whatsoever nature if the Project / service is not awarded to me/us or our Bid is not opened.
26. I/We agree and undertake to abide by all the terms and conditions of the RFP.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP.

Yours faithfully,

Date: -

Place:

(Signature of the Authorized signatory)

(Name and designation of the Authorized signatory)

Name and seal of Bidder

Annexure-B

General Information of Bidder

1	State the following:		
a)	Name of Bidder	:	
b)	Country of incorporation	:	
c)	Address of the {corporate headquarters and its branch office(s)/ registered office}, 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 the Project		
3	Details of individual(s) who will serve as the point of contact/ communication for the Authority:		
a)	Name	:	
b)	Designation	:	
c)	Company	:	
d)	Address	:	
e)	Telephone Number	:	
f)	E-mail Address	:	
g)	Fax Number	:	
4	Particulars of the Authorized Signatory of the Bidder:		
a)	Name:	:	
b)	Designation:	:	
c)	Address:	:	
d)	Phone No.:	:	
e)	E-mail address:	:	
f)	The following information shall be provided by the Bidder and/or Associate:		
	1. Has the Bidder /its Associate been barred by the {Central/ State} Authority, or any other government institution in India, from participating in any project.		Yes / No
	2. If the answer to 1 is yes, does the bar subsist as on the date of Bid?		Yes / No
	3. Has the Bidder/its Associate paid liquidated damages of more than 5% (five percent) of the contract value in a contract due to delay or has been penalized		Yes / No

	due to any other reason in relation to execution of a contract, in the last 3 (three) years?	
5	A statement by the Bidder and/or any of its Associates disclosing material nonperformance	
	(Signature, name and designation of the authorized signatory) For and on behalf of	

6. Statement of Legal Capacity (Format is duly annexed) - (To be forwarded on the letterhead of the Bidder)

To,

Dear Sir,

We have agreed that (insert individual's name) will act as our representative and has been duly authorized to submit the Bid. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,
 (Signature, name and designation of the authorised signatory)
 For and on behalf of.....

Annexure-C

Power of Attorney

(To be given for the Authorized Signatory of the Bidder)

Know all men by these presents, We, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr / Ms..... son/daughter/wife and presently residing at, who is presently employed with/ retained by us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") 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 to submission of our Bid for Selection of Design and Technical Agency (DTA) for Development of Greenfield State Data Center (SDC), Gandhinagar, Gujarat proposed or being developed by the Department of Science and Technology, Government of Gujarat (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' meetings and other conferences and providing information /responses to the Authority, representing us in all matters before the Authority, signing and execution of all documents and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the Project and/or upon award thereof to us and/or till the entering into of the Contract with the Authority or any entity representing the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully 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, 20.....

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarized

Accepted

.....

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, the Bidder should submit for verification the extract of the charter documents and documents such as a 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.
- Power of Attorney should be executed on a non-judicial stamp paper of appropriate value as relevant to the place of execution (if required under Applicable Laws).
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

Annexure-D

Format for Bid Security (Bank Guarantee)
(Refer Clauses 2.1.7 and 2.20.1)
(To be executed on Stamp paper of appropriate value)

B.G. No.

Dated:

In consideration of you, the Department of Science & Technology, Government of Gujarat, having its office at Gandhinagar Gujarat (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of.....{a Company registered under the provisions of the Companies Act} and having its registered office at (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for (hereinafter referred to as the "Project") pursuant to the RFP Document dated ***** issued in respect of the Project and other related documents (hereinafter collectively referred to as "Bidding Documents"), we [Name of the Bank] having our registered office at and one of its branches at (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs..... (Rupeesonly) as bid EMD (hereinafter referred to as the "Bid EMD" as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

1. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
2. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including inter alia the failure of the Bidder to:
 - (a) keep its Bid valid and open during the Bid validity period, as set forth in the said Bidding Documents, for any reason whatsoever.
 - (b) sign the Letter of Award and/or the Contract, within the specified time limit.
 - (c) furnish the Performance Security within the period prescribed thereof in the Contract.

Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... (Rupees only).

3. This Guarantee shall be irrevocable and remain in full force for a period of 180 days (One Hundred Eighty days) from the Bid Due Date exclusive of a claim period of 60 (sixty) days from validity date or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents. The decision of the Authority, that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.

4. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
5. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for anytime and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
6. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
7. We undertake to make the payment on receipt of your notice of claim on us addressed to *[name of Bank along with branch address]* and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
8. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have

obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

9. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
10. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and delivered by _____ Bank

By the hand of Mr./Ms. _____, its _____ and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)

Approved Bank: All Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks (operating in India having branch at Gandhinagar Gujarat).

Annexure-E

Technical Capacity of Bidder
(Refer to Clause 2.2.2 of the RFP)

Form 1: Summary of Experience

The information regarding the relevant experience of the firm should be provided in the format below.

Name of Bidder:

Experience:	
Project Name:	Location of Project:
Project Brief (Narrative description of Project)	Current status of the Project:
Description of actual Contract / services provided:	
Name of Client:	Address of Client:
	Contact phone number and e-mail of Client:
Start date (month/year):	Value of Project:
Completion date (month/year):	Value of Services:

Signature of Bidder

Documentary Evidence for Experience to be attached with each credential:

- Letter of Award/Work Order/Contract/P.O.
- All proofs of works must be duly accompanied by Completion certificates from client/ CA certification/Self-certification.
- In the case of self-certification, it must be ensured that it is on the letter head duly signed and certified by the Managing director/CEO of the Bidder (and/or its associates) and duly apostilled/notarized clearly indicating the completion of the relevant scope/works/ Project as the case may be.
- The proof of the total Project cost, services offered, extent of completion, completion year and description of the services offered must be provided by the Bidder for consideration as a sufficient proof of experience.
- Projects without proof of experience shall not be considered for evaluation. In case the bidder is an entity from outside India then the certificates shall be in English duly notarized. Translated copy shall also be notarized.
- In case the financial figures and value of completed works are in foreign currency the above enhanced multiplying factors will not be applied. Instead, the current market exchange rate (State Bank of India BC Selling rate as on the last date of submission of the bid) will be applied for the purpose of conversion of the amount in foreign currency into India rupees.

Annexure-G

Bid Checklist

S. No	Item	Checked by Bidder	Checked by Authority
1	Letter comprising the Bid (Appendix – I - ANNEXURE A);		
2	General Information of Bidder & Statement of the Legal Capacity (Appendix – I - ANNEXURE B)		
3	Power of Attorney for signing of Bid in the prescribed format (Appendix – I - ANNEXURE C);		
4	Bid EMD in the prescribed format (Appendix – I -ANNEXURE D);		
5	Technical Capacity of the Bidder (Appendix – I -ANNEXURE E);		
6	Financial Capacity of the Bidder (Appendix – I -ANNEXURE F);		
7	Bid Checklist (Appendix – I -ANNEXURE G)		
8	Curriculum Vitae (CV) of proposed Key Personnel (Appendix – I ANNEXURE H)		
9	Self-Certification of Completion of Project / Assignment (Appendix – I - ANNEXURE I)		
10	A copy of the RFP and Contract with eachpage initialed by the person signing the Bid in pursuance of the Power of Attorney		

Annexure-F

Financial Capacity of Bidder
(to be certified by the statutory auditor / Chartered Accountant of Bidder along with the separate
certificate for respective Associates)
(Refer to Clause 2.2.2 of the RFP)

(In INR Crore)

Bidder Type	Annual Turnover			Net Worth (Close of the preceding financial year)
As on	2023-24	2024-25	2025-2026	2025-2026
Turnover				

It is certified that the calculation of Net Worth and Turnover have been carried out as the formula presented in the Clause 2.2.2 of the RFP.

Name & address of Bidder's Bankers:

Note:

- * For conversion of US Dollars to INR, the current market exchange rate (State Bank of India BC Selling rate as on the last date of submission of the bid) will be applied for the purpose of conversion of the amount in foreign currency into India rupees*

Annexure-H

Curriculum Vitae (CV)
(Refer to Clauses 2.2.2 of the RFP)
Curriculum Vitae (CV) of Key Expert

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record with relevant experience:
(Starting with present position, list in reverse order every employment held and please mention relevant experience as per Appendix- III)

Certification:

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

(Signature and name of the Personnel)

Place.....

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

Notes:

1. Use separate form for each proposed Key Personnel.
2. The names and chronology of assignments included here should conform to the project wise details.
3. Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorised Representative of the Bidder along with the seal of the firm.
4. All educational qualifications claimed for the proposed Key Personnel shall be supported by copies of the relevant degree certificates and submitted along with the respective CVs. Qualifications not supported by documentary evidence shall not be considered for evaluation purposes.

Annexure-I

Self-Certification of Completion of Project / Assignment

(Refer Clause 2.2.2 (iii) of the RFP)

(To be executed on the bidder's official letter head duly signed and certified by the Managing director/CEO of the Bidder (and/or its associates) and duly notarized/ apostilled)

Date: _____

To,

[Authority Name]

[Address]

Subject: Self-Certification of Completion of Project / Assignment

We, M/s _____, having our registered office at _____, hereby certify that the following project/assignment has been successfully completed by us (or our Associate, as applicable):

Particulars	Details
Name of Project	
Client / Employer	
Location	
Contract / Work Order No. (duly annex with Technical Specification)	
Date of Award / Engagement	
Scope of Services / Works Executed	
Total Project Cost (if applicable)	
Capacity / Size of Project (if applicable) in MW	
Period of Execution	From ____ to ____
Date of Completion of Relevant Scope	
Role of Bidder / Associate	
Percentage of Scope Completed	100%

Certification

We hereby certify and confirm that:

1. The above-mentioned project/assignment was undertaken by the <Bidder (and/or its Associate)> and the scope claimed as part of this bid has been fully completed.
2. The details provided herein are true and correct to the best of our knowledge and belief.
3. The project experience claimed corresponds to the eligibility and/or evaluation criteria prescribed in the RFP.
4. Supporting documents such as Letter of Award / Work Order / Contract Agreement are enclosed.
5. We understand that any misrepresentation, suppression of facts, or submission of incorrect information may lead to disqualification from the bidding process and any other action deemed appropriate by the Authority.
6. We understand that The Authority reserves the right to independently verify any information furnished under this self-certification and may seek clarifications or supporting evidence at any stage of the bidding process.

Authorized Signatory

For _____

(Name of Bidder / Associate)

Signature: _____

Name: _____

Designation: Managing Director / Chief Executive Officer

DIN / Employee ID (if applicable): _____

Company Seal

Apostille / Notarization

(To be duly Apostilled / Notarized as applicable)

Certificate No.: _____

Date: _____

Seal & Signature of Apostilling / Notarizing Authority

Enclosures

- Copy of Letter of Award / Work Order / Contract.
- Project Completion Certificate (if available).
- Any other supporting documents.

Format for Financial Bid

Financial Bid

(For indicative and illustrative purposes only- The Financial Proposal shall only be submitted on the GeM Portal)

Sr. No	Particular	Consultancy fee (in figures) (incl. GST)
	Contract fee for providing services as Design and Technical Agency (DTA) for Development of Greenfield State Data Center (SDC), Gandhinagar, Gujarat	
	Consultancy Fees (INR) in Words	

Note:

- The Contract Fee amount shall be specified in both figures and words.
- In the event of any difference between figures and words quoted in this paragraph, the amount indicated in words shall be taken into account.
- The Contract Fee shall be including the applicable Goods and Service Tax (GST) and inclusive of all other applicable taxes and duties under the Applicable Laws, which shall be paid in accordance with the Contract.

Scoring Criteria for Proposed Key Personnel

(in accordance with clause 2.2.2 (iii) – (F) of the RFP)

S.no	Position	No. of Personnel	Minimum Qualification, Experience & Marking
1	Project Director	1	- B.Arch. (Council of Architect) or M. Arch (Conservation/Urban/Sustainable/Industrial Buildings) or B.E/B.Tech/M.Tech – Civil/Electrical/Mechanical or Project/Construction Management Certification - Overall 15years of professional experience with minimum relevant experience of 10 years – i.e., Led design and engineering of Data Center/ Mission Critical Infrastructure and/or, containment facility and/or semiconductor or electronics AIT facility projects - Meets Minimum Qualification & Experience Requirement – 3 marks - Additional Relevant Experience (>10 years) – 2 marks
2	Lead Data Center (DC) Architect	1	- B.Arch. (Council of Architect) or M. Arch (Conservation/Urban/Sustainable/Industrial Buildings) - Overall 10years of experience with minimum relevant experience of 5 years of Architectural design of Data Center/ Mission Critical Infrastructure and/or, containment facility and/or semiconductor or electronics AIT facility - Meets Minimum Qualification & Experience Requirement – 2 marks - Additional Relevant Experience (>5 years) – 2 marks
3	Lead HVAC Designer	1	- B.E/B.Tech/M.E/M. Tech in Mechanical/Electrical Engineering - Minimum 7 years experience in engineering design of precision cooling systems, chilled water plants, CRAH/CRAC systems/VRV system of Data Center and/or semiconductor or electronics AIT facility HVAC design/ HVAC system of Hospitals - Meets Minimum Qualification & Experience Requirement – 2 marks - Additional Relevant Experience (>7 years) – 2 marks
4	Lead Electrical Design	1	- B.E./B.Tech./M.E./ M.Tech./ Electrical - Minimum 7 years experience in design of electrical system incl. but not limited to HT/LT, UPS, DG systems and electrical infrastructure for Data Centers and/or mission critical infrastructures and/or any industrial buildings and/or semiconductor or electronics AIT facility.

S.no	Position	No. of Personnel	Minimum Qualification, Experience & Marking
			- Meets Minimum Qualification & Experience Requirement – 2 marks - Additional Relevant Experience (>7 years) – 2 marks
5	Security Lead (ELV/security/BMS etc.)	1	- B.E./B.Tech Electronics/Telecommunication/IT - Minimum 7 years' experience in design of Electronic Security Systems, ELV Systems, Building Management Systems (BMS), Data Centre Infrastructure Management (DCIM) - Meets Minimum Qualification & Experience Requirement – 2 marks - Additional Relevant Experience (>7 years) – 1 mark

Note:

- All five (5) proposed Key Personnel listed above shall be mandatorily present during the Technical Presentation. Failure of any proposed Key Personnel to attend the Technical Presentation may result in the proposal being evaluated accordingly and may lead to reduction in the marks awarded for the presentation.
- All educational qualifications claimed for the proposed Key Personnel shall be supported by copies of the relevant degree certificates and submitted along with the respective CVs. Qualifications not supported by documentary evidence shall not be considered for evaluation purposes.
- Any Key Personnel whose CV does not meet the minimum qualification, experience, or eligibility requirements prescribed in the RFP shall be awarded zero (0) marks under the personnel evaluation criteria. No partial marks shall be awarded for personnel failing to meet the prescribed minimum requirements.

Volume II - Draft Contract

Selection of Design and Technical Agency (DTA) for Development of Greenfield State Data Centre (SDC), Gandhinagar, Gujarat



Department of
Science & Technology
Government of Gujarat

Department of Science and Technology,
Block No. 7, 5th Floor, New Sachivalaya, Gandhinagar – 382 010

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CONTRACT

This Design and Technical Agency Contract (hereinafter referred to as the "Contract") is made and entered into at Department of Science and Technology, Government of Gujarat Office, Gandhinagar, Gujarat on this the ____ day of ____ 2026 by and between:

Department of Science and Technology, Government of Gujarat and having its principal offices at Block No. 7, 5th Floor, New Sachivalaya, Gandhinagar – 382 010, (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of the First Part;

AND

{[insert name of single entity], a [●] incorporated/ registered under the provisions of the [insert name of relevant statute] and having its registered office at [●], (hereinafter referred to as the "DTA" or "Design and Technical Agency" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of the OTHER PART.}

(The Authority and the DTA shall individually be referred to as 'Party' and collectively as 'Parties').

WHEREAS

- A. The Authority vide its RFP for Selection of Design and Technical Agency (DTA) for Development of Greenfield State Data Centre (SDC), Gandhinagar, Gujarat had invited proposals for appointment of DTA hereinafter called the "DTA".
- B. The Authority has proposed to initiate the development of Greenfield State Data Center at Gandhinagar, Gujarat.
- C. The Authority had invited proposals vide Request for Proposal Document dated [●] (the "Tender Notice" or "RFP") for Appointment of Design and Technical Agency for Development of Greenfield State Data Center at Gandhinagar (as defined in Clause 2.1) in connection with the Project;
- D. After evaluation of the Bid(s) received, the Authority had accepted the bid of the DTA for Design and Technical Agency (DTA) for Greenfield State Data Center at Gandhinagar, Gujarat and issued a letter of acceptance No. [●] dated [●] (hereinafter called the "LOA") to the DTA requiring, inter alia, the execution of this Contract;
- E. The DTA has agreed to undertake and perform its obligations with respect to the Project, subject to and on the terms and conditions set forth hereinafter.

NOW THEREFORE in consideration of the foregoing and the respective covenants and agreements set forth in this Contract, the sufficiency and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE 1: DEFINITIONS AND INTERPRETATION

1.1 Definitions

The words and expressions beginning with capital letters and defined in this Contract (including those in Article 23.1 shall, unless the context otherwise requires, have the meaning ascribed thereto herein, and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules.

1.2 Interpretation

1.2.1 In this Contract, unless the context otherwise requires.

- a) references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;
- b) references to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;
- c) references to a “person” and words denoting a natural person shall be construed as a reference to any individual, firm, company, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;
- d) the table of contents, headings or sub-headings in this Contract are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Contract;
- e) the words “include” and “including” are to be construed without limitation and shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases;
- f) any reference to any period of time shall mean a reference to that according to Indian Standard Time;
- g) any reference today shall mean a reference to a calendar day;
- h) references to a “business day” shall be construed as a reference to a day (other than a Sunday) on which banks in Gandhinagar, Gujarat are generally open for business;

- i) any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;
- j) references to any date, period or project milestone shall mean and include such date, period or project milestone as may be extended pursuant to this Contract;
- k) any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Contract is not a business day, then the period shall run until the end of the next business day;
- l) the words importing singular shall include plural and vice versa;
- m) references to any gender shall include the other and the neutral gender;
- n) “lakh” means a hundred thousand (1,00,000) and “crore” means ten million (10,000,000);
- o) “indebtedness” shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;
- p) references to the “winding-up”, “dissolution”, “insolvency”, or “reorganisation” of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganisation, dissolution, arrangement, protection or relief of debtors;
- q) any reference, at any time, to any agreement, deed, instrument, licence or document of any description shall be construed as reference to that agreement, deed, instrument, licence or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Sub-clause shall not operate so as to increase liabilities or obligations of the Authority hereunder or pursuant hereto in any manner whatsoever;
- r) any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Contract from or by any Party shall be valid and effective only if it is in writing under the hand of a duly authorised representative of such Party, as the case may be, in this behalf and not otherwise;
- s) the Schedules and Recitals to this Contract form an integral part of this Contract and will be in full force and effect as though they were expressly set out in the body of this Contract;

- t) references to Recitals, Articles, Clauses, Sub-clauses or Schedules in this Contract shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses and Schedules of or to this Contract, and references to a Paragraph shall, subject to any contrary indication, be construed as a reference to a Paragraph of this Contract or of the Schedule in which such reference appears; and
 - u) the Damages payable by either Party to the other of them, as set forth in this Contract, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty
 - v) The terms of this Contract shall be read and given effect together with the terms and condition of GEM portal. However, in case of any conflict between the terms herein and those of GEM then the terms herein shall prevail to the extent of such conflict.
 - w) By reference, the Terms and conditions of GEM are deemed to be included herein by its mere reference
- 1.2.2 Unless expressly provided otherwise in this Contract, any Documentation required to be provided or furnished by the DTA to the Authority shall be provided free of cost and in three copies, and if the Authority is required to return any such Documentation with their comments and/or approval, they shall be entitled to retain two copies thereof.
- 1.2.3 The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.
- 1.2.4 Any word or expression used in this Contract shall, unless otherwise defined or construed in this Contract, bear its ordinary English meaning and, for these purposes, the General Clauses Act 1897 shall not apply.
- 1.3 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.
- 1.4 Priority of agreements and errors/discrepancies
- 1.4.1 This Contract, and all other agreements and documents forming part of this are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Contract, the priority of this Contract agreement and other documents and agreements forming part hereof shall, in the event of any conflict between them, be in the following order.
- a) this Contract; and
 - b) all other agreements and documents forming part hereof;
i.e., the Contract at (a) above shall prevail over the agreements and documents at (b) above.

1.4.2 Subject to Clause 1.4.1, in case of ambiguities or discrepancies within this Contract, the following shall apply.

- a) between two or more Clauses of this Contract, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;
- b) between the Clauses of this Contract and the Schedules, the Clauses shall prevail and between Schedules and Annexes, the Schedules shall prevail;
- c) between any value written in numerals and that in words, the word shall prevail.

ARTICLE 2: SCOPE OF SERVICES/TERMS OF REFERENCE OF DTA

2.1 Scope of Services

The scope of Services to be performed by the DTA in connection with the Project include the undermentioned services ("Services"), during the Term:

- a) Services/Obligations set out under Schedule C - I during the Design Consultancy Phase;
- b) Services set out under Schedule C - II during the Construction Phase;

Performance and fulfilment of all other obligations in accordance with the provisions of this Contract and discharge of matters incidental thereto or necessary for the performance of any or all of the obligations of the Service.

ARTICLE 3: TERM OF AGREEMENT

3.1 Term

- 3.1.1 Subject to and in accordance with the provisions of this Contract, the Applicable Laws and the Applicable Permits and Good Industry Practice, the Authority hereby appoints the DTA as the Design and Technical Agency and the DTA hereby agrees to perform the Services set out in Article 2.1 in connection with the Project;
- 3.1.2 Subject to and in accordance with the provisions of this Contract, the DTA shall provide the Services set out in Schedule C during the undermentioned periods: -
- a) For obligations set out under For Services set out under Schedule C – I i.e., during the Detailed Design Phase Phase: A period of 3 months commencing from the Appointed Date;
 - b) For Services set out under Schedule C-II (Construction Phase): A period commencing from the date of appointment of the EPC Contractor by the Authority for construction, operation and maintenance of the Project and continuing until the later of (i) Thirty-Five (35) months from such date, and (ii) three months after successful Go-Live of the Project.
- 3.1.3 The Term of the Contract shall commence from the Appointed Date and end on the expiry of the period set out in Clause 3.1.2(b) (unless the Contract is terminated earlier by issuance of a Termination Notice by any Party) ("Term").

ARTICLE 4: CONDITIONS PRECEDENT

4.1 Conditions Precedent

- 4.1.1 Save and except as expressly provided in this Contract, the respective rights and obligations of the Parties under this Contract shall be subject to the satisfaction in full of the conditions precedent specified in this Clause 4.1 (the "Conditions Precedent").
- 4.1.2 The DTA may, upon fulfilling the Conditions Precedent in Clause 4.1.4 require the Authority to satisfy Conditions Precedent set forth in Clause 4.1.3 within a period of 15 (fifteen) days of the notice, or such longer period not exceeding 45 (forty five) days as may be specified therein ("Conditions Precedent Period").
- 4.1.3 The conditions precedent required to be satisfied by the Authority shall be deemed to have been fulfilled when the Authority shall have issued to the DTA a notice to proceed ("NTP") with respect to the Project.
- 4.1.4 The conditions precedent required to be satisfied by the DTA shall be deemed to have been fulfilled when the DTA shall have provided Performance Security to the Authority;
- 4.1.5 Upon request in writing by any of the Parties, the other Party may, in its discretion, waive any of the Conditions Precedent set forth in this Article 4 or permit additional time to meet any of the Conditions Precedent set forth in this Article 4;
- 4.1.6 Each Party shall promptly inform the other Party when any condition precedent for which it is responsible has been satisfied.
- 4.1.7 The date on which the Condition Precedents are satisfied by the Authority and DTA shall be the Appointed Date for commencement of Term.

ARTICLE 5: RIGHTS AND OBLIGATIONS OF THE DTA

5.1 Obligations of the DTA

- 5.1.1 Subject to and on the terms and conditions of this Contract, the DTA shall at its cost and expense undertake to provide the agreed Services with respect to the Project and observe, fulfil, comply with and perform all its obligations set out in this Contract or arising hereunder.
- 5.1.2 The DTA shall comply with all Applicable Laws and Applicable Permits (including renewals as required) for the performance of its obligations under this Contract.
- 5.1.3 Subject to Clauses 5.1.1 and 5.1.2, the DTA shall discharge its obligations in accordance with Good Industry Practice and as a reasonable and prudent person.
- 5.1.4 The DTA hereby accepts and agrees to discharge obligations herein and provide the Services, subject to and in accordance with the terms and conditions set forth herein:
- 5.1.5 Subject to and in accordance with the provisions of this Contract, the DTA shall be obliged or entitled (as the case may be) to:
- a. Right of access to the Site of the Project for the purpose of performing and fulfilling all of the DTA's obligations under this Contract;
 - b. Perform the Services as per the terms and conditions of this Contract including Applicable Laws, Applicable Permits and Good Industry Practice;
 - c. Bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of the DTA under this Contract;
 - d. Demand, charge, retain, appropriate the Contract Fee in accordance with the provisions of this Contract;
 - e. Not assign this Contract;
 - f. Perform and fulfil all of the DTA's obligations in accordance with this Contract including, Applicable Laws, Applicable Permits and Good Industry Practice;
 - g. Exercise such other rights and obligations as the Authority may determine as being necessary or desirable for the purpose incidental and necessary for implementing the Project.
- 5.1.6 The DTA shall, in addition to and not in derogation of its obligations elsewhere set out in this Contract:
- a. make, or cause to be made, necessary applications to the relevant Government Instrumentalities with such particulars and details, as may be required for obtaining all Applicable Permits and obtain and keep in force and effect such Applicable Permits in conformity with the Applicable Laws;
 - b. deploy Manpower as mentioned in Schedule E throughout the Design Consultancy Phase
 - c. deploy Manpower as mentioned in Schedule E throughout the Construction Phase
 - d. procure, as required, the appropriate proprietary rights, licences, agreements and permissions for providing the Services for the Project;
 - e. make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it or its contractors in connection with the performance of its obligations under this Contract;

- f. ensure and procure that its subcontractors comply with all Applicable Permits and Applicable Laws in the performance by them of any of the DTA's obligations under this Contract;
- g. not do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of this Contract;
- h. support, cooperate with and facilitate the Authority in the implementation and operation of the Project in accordance with the provisions of this Contract; and

5.2 Obligations relating to Contract

- 5.2.1 It is expressly agreed that the DTA shall, at all times, be responsible and liable for all its obligations under this Contract and no default under any agreement shall excuse the DTA from its obligations or liability hereunder.
- 5.2.2 The DTA shall exercise all reasonable skill, care and diligence to be expected of a properly qualified professional who has held itself out as suitable and competent to perform the Services under the Contract and who is experienced in providing services similar to the Services in relation to the Project.

5.3 Employment of foreign nationals

The DTA acknowledges, agrees and undertakes that employment of foreign personnel by the DTA shall be subject to grant of requisite regulatory permits and approvals including employment/residential visas and work permits, if any required, and the obligation to apply for and obtain the same shall and will always be of the DTA and, notwithstanding anything to the contrary contained in this Contract, refusal of or inability to obtain any such permits and approvals by the DTA or any of its contractors or sub-contractors shall not constitute Force Majeure Event, and shall not in any manner excuse the DTA from the performance and discharge of its obligations and liabilities under this Contract.

5.4 Employment of Trained Personnel

The DTA shall ensure that the personnel engaged by it in the performance of its obligations under this Contract are at all times properly trained for their respective functions.

5.5 Audited Accounts

- 5.5.1 The DTA shall maintain books of accounts recording all its receipts, income, expenditure, payments, assets and liabilities, in accordance with this Contract, Good Industry Practice, Applicable Laws and Applicable Permits with respect to accounting the Services provided under this Contract.
- 5.5.2 The Authority have the right to inspect the records of the DTA during office hours and request for copies of relevant extracts of books of accounts as per Applicable Laws.

ARTICLE 6: OBLIGATIONS OF THE AUTHORITY

6.1 Obligations of the Authority

- 6.1.1 The Authority shall, at its own cost and expense, undertake, comply with, and perform all its obligations set out in this Contract or arising hereunder.
- 6.1.2 The Authority agrees to provide support to the DTA and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Contract and the Applicable Laws, the following:
 - 6.1.3 upon written request from the DTA, and subject to the DTA complying with Applicable Laws, provide all reasonable support and assistance to the DTA in procuring Applicable Permits required from any Government Instrumentality for implementation of the Project;
 - 6.1.4 undertake to coordinate with the concerned authorities and other departments to issue appropriate instructions to the field officers of these departments for making available required assistance and resources to the DTA towards the discharge of its obligations as per this Contract;
 - a) not do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of this Contract;
 - 6.1.5 support, cooperate with and discharge its obligations to facilitate the DTA in performing its obligations in accordance with the provisions of this Contract; and
 - 6.1.6 upon written request from the DTA and subject to the provisions of Clause 5.3, provide reasonable assistance to the DTA or its contractors to obtain applicable visas and work permits for the purposes of discharge by the DTA or its contractors their obligations under this Contract.
 - 6.1.7 ensure timely payments to the DTA in accordance with the provisions of this Contract

ARTICLE 7: REPRESENTATIONS AND WARRANTIES

7.1 Representations and Warranties of the DTA

The DTA represents and warrants to the Authority that:

- a. it is duly organised and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Contract and to carry out the transactions contemplated hereby;
- b. it has taken all necessary corporate and other actions under Applicable Laws to authorise the execution and delivery of this Contract and to validly exercise its rights and perform its obligations under this Contract;
- c. it has the qualifications, experience, financial standing and capacity to undertake the Project and discharge obligations hereunder, in accordance with the terms of this Contract;
- d. this Contract constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Contract will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
- e. it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Contract or matters arising thereunder including any obligation, liability or responsibility hereunder;
- f. the information furnished in the Bid and as updated on or before the date of this Contract is true and accurate in all respects as on the date of this Contract;
- g. the execution, delivery and performance of this Contract will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its memorandum and articles of association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- h. there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Contract or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Contract;
- i. it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on its ability to perform its obligations under this Contract and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Contract;

- j. it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a Material Adverse Effect on its ability to perform its obligations under this Contract;
- k. no representation or warranty by it contained herein or in any other document furnished by it to the Authority or to any Government Instrumentality in relation to Applicable Permits contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty; and
- l. no sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the Project or entering into this Contract or for influencing or attempting to influence any officer or employee of the Authority in connection therewith.

7.2 Representations and Warranties of the Authority

The Authority represents and warrants to the DTA that:

- a. it has full power and authority to execute, deliver and perform its obligations under this Contract and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Contract, exercise its rights and perform its obligations, under this Contract;
- b. it has taken all necessary actions under the Applicable Laws to authorise the execution, delivery and performance of this Contract;
- c. it has the financial standing and capacity to perform its obligations under the Contract;
- d. this Contract constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- e. there are no actions, suits or proceedings pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the default or breach of this Contract or which individually or in the aggregate may result in any material impairment of its ability to perform its obligations under this Contract;
- f. it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any Material Adverse Effect on the Authority's ability to perform its obligations under this Contract;
- g. it has complied with Applicable Laws in all material respects;
- h. all information provided by it in the Tender Notice and invitation to bid in connection with the Project is, to the best of its knowledge and belief, true and accurate in all material respects;

- i. upon the DTA submitting the Performance Security and performing the covenants herein, it shall not at any time during the term hereof, interfere with peaceful exercise of the rights and discharge of the obligations by the DTA, in accordance with this Contract.

7.3 Disclosure

In the event that any occurrence or circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any obligation of either Party under this Contract.

ARTICLE 8: DISCLAIMER

8.1 Disclaimer

- 8.1.1 The DTA acknowledges that prior to the execution of this Contract, the DTA has, after a complete and careful examination, made an independent evaluation of the Tender Notice, Scope of the Project, local conditions, and all information provided by the Authority or obtained procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. Save as provided in Clause 7.2, the Authority makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy and/or completeness of the information provided by it and the DTA confirms that it shall have no claim whatsoever against the Authority in this regard.
- 8.1.2 The DTA acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Clause 8.1.1 above and hereby acknowledges and agrees that the Authority shall not be liable for the same in any manner whatsoever to the DTA or any person claiming through or under any of them.

ARTICLE 9: PERFORMANCE SECURITY

9.1 Performance Security

The DTA shall, for the performance of its obligations hereunder during the entire term of contract, provide to the Authority no later than 15 (fifteen) days from the date of the LOA but before the execution of this Contract, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to Rs _____ (5% of the Contract fee excl. GST) (Indian Rupees _____ only) in the form set forth in Schedule B (the "Performance Security"). Until such time the Performance Security is provided by the DTA pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Authority shall release the Bid Security to the DTA.

9.2 Appropriation of Performance Security

Upon occurrence of a DTA Default during the Term, the Authority 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 DTA Default. Upon such encashment and appropriation from the Performance Security, the DTA 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, within the time so granted, failing which the Authority shall be entitled to terminate this Contract in accordance with Article 16. Upon replenishment or furnishing of a fresh Performance Security, as the case may be, as aforesaid, the DTA shall be entitled to an additional Cure Period of 90 (ninety) days for remedying the DTA Default, and in the event of the DTA not curing its default within such Cure Period, the Authority shall be entitled to encash and appropriate such Performance Security as Damages, and to terminate this Contract in accordance with Article 16.

9.3 Release of Performance Security

The Performance Security shall be valid till the Term of this Contract. The Performance Security shall be released within 90 days post expiry of the Claim Period, subject to clause 9.2.

ARTICLE 10: LIABILITY AND DAMAGES

10.1 Obligation to Remedy Deficiency

10.1.1 The DTA shall be responsible for remedying at its own cost, any Deficiency observed by the Authority with respect to the Services during the Term and/or for a period of 90 (ninety) days after Termination.

10.1.2 In the event the DTA fails to remedy the Deficiency observed by the Authority and fails to commence remedial services within a period of 15 (fifteen) days from the date of receipt of notice issued by the Authority, the Authority shall be entitled to undertake such remedial measures at the risk and cost of the DTA, and recover the actual cost incurred in remedying the Deficiency from the DTA, including appropriation of Performance Security.

10.1.3 All costs incurred by the Authority hereunder shall be reimbursed by the DTA to the Authority, within 15 (fifteen) days of receipt of demand thereof, and in the event of default in reimbursing such costs, the Authority shall be entitled to recover the same from the Performance Security.

10.2 The DTA shall be liable for the Damages for non-deployment of Personnel or Delay or Failure to Remedy Deficiency.

10.2.1 In the event the DTA fails to deploy Personnel (as per Schedule E) and/or causes any delay or fails to remove and remedy the Deficiency and commence remedial services within the time period set out in Clause 10.1.2, the DTA shall be deemed to be in breach of this Contract and the Authority shall, without prejudice to its rights under this Contract including Termination thereof, be entitled to recover from the DTA, the following:-

- a) Actual cost incurred by Authority in remedying the Deficiency in addition to a sum equal to 10% (ten per cent) of such cost;
- b) Damages for delay on a per week basis at 0.05% (zero point zero five per cent) of total Contract Fee payable to the DTA by the Authority under the Contract and pro rata thereof for part of week, until the breach is cured or remedied, subject to a maximum of 10% of the contract Fee where upon the contract shall be liable for termination. However, in case of delay due to reasons beyond the control of the DTA or attributable to Force Majeure, suitable extension of time shall be granted; and/or
- c) Damages calculated on a per instance basis for Deficiency in Services (including non-deployment of Manpower as per Schedule E) at the rate of 1 % (one per cent) of total Contract Fee payable to the DTA by the Authority under the Contract, until the breach is cured or remedied, subject to a maximum of 10% of the contract Fee where upon the contract shall be liable for termination.
- d) No liquidated damages shall be levied where the delay is caused due to reasons beyond the control of the Consultant, including delay attributable to the Authority, delay in approvals / decisions not attributable to the Consultant, force majeure, or delay caused by the EPC Contractor or other agencies. In such cases, suitable extension of time shall be granted by the Authority.

10.2.2 The recovery of the aforesaid amounts shall be without prejudice to the rights of the Authority to other remedies under this Contract, including the right of Termination thereof.

10.2.3 The DTA shall pay such Damages forthwith on receiving a demand from the Authority and in the event the DTA proposes contesting any claim for Damages, it shall take recourse to the Dispute Resolution Procedure under the Contract.

10.3 Damages for Error/Variation

10.3.1 In case any error, omission, inconsistency, deficiency or variation is detected in the DPR, concept plan, master plan, architectural design, MEP design, ICT/ELV design, technical specifications, drawings, engineering calculations, BOQ, cost estimates, tender / RFP documents, bid evaluation documents, reports or any other deliverables submitted by the Consultant, and such error, omission, inconsistency, deficiency or variation is attributable to negligence, lack of due diligence, inadequate coordination, non-compliance with applicable standards, or failure on the part of the Consultant, the consequential loss and impact thereof shall be assessed by the Authority in a reasonable manner and recovered from the DTA by way of liquidated damages, subject to a maximum of 10% (ten percent) of the Contract Value. In case of material and repeated deficiencies, the Authority may take appropriate action, including debarment / blacklisting in accordance with applicable policy / rules.

10.4 Recourse to Performance Security

The Authority shall have the right, and the DTA hereby expressly grants to the Authority the right to recover the costs and Damages specified in Article 10 by taking recourse to the Performance Security.

10.5 Overriding Powers of the Authority

In the event that the DTA, upon notice under Clause 10.1.2, fails to rectify or remove the Deficiency within a reasonable period, the Authority may exercise overriding powers and take over the performance of any or all the obligations of the DTA to the extent deemed necessary by it for rectifying or removing such Deficiency. Provided that the exercise of such overriding powers by the Authority shall be of no greater scope and of no longer duration than is reasonably required hereunder. Provided further that any costs and expenses incurred by the Authority in discharge of its obligations shall be entitled to recover them from the DTA along with the Damages specified in Clause 10.2.1.

10.6 Excuse from Performance of Obligations

The DTA shall not be considered in breach of its obligations under this Contract if it is unable to provide any Services on account of any of the following for the duration thereof:

- a. an event of Force Majeure;
- b. compliance with a request from the Authority or the directions of any Government Instrumentality.

10.7 Limitation of Liability

- 10.7.1 Notwithstanding anything to the contrary herein, the DTA's aggregate liability to the Authority under this Agreement for failure to discharge its obligations hereunder shall not exceed 100% of the Contract Fee and shall exclude any loss, liability or damage caused to the Authority which is indirect or consequential or for which indemnities have been provided by the DTA to the Authority.
- 10.7.2 The limitation of liability specified in Clause 10.7.1 shall not affect the DTA's liability for loss, liability or damage caused to any third party on account of negligence or willful misconduct by the DTA or on any person or firm acting on behalf of the DTA.

ARTICLE 11: CHANGE OF SCOPE

11.1 Change of Scope.

11.1.1 The Authority may, notwithstanding anything to the contrary contained in this Agreement, require the provision of additional services which are not included in the Scope of the Project as contemplated by this Agreement (the "Change of Scope"). Any such Change of Scope shall be made in accordance with the provisions of this Article 11 and the costs thereof shall be expended by the DTA and reimbursed to it by the Authority in accordance with Clause 11.2.3.

11.1.2 Any services which are provided under and in accordance with this Article 11 shall form part of the Project and the provisions of this Agreement shall apply mutatis mutandis to such works or services.

11.2 Procedure for Change of Scope

11.2.1 In the event of the Authority determining that a Change of Scope is necessary, it shall issue to the DTA a notice specifying in reasonable detail the services contemplated thereunder (the "Change of Scope Notice") and the resultant impact (increase or decrease) on the Contract Fee payable to the DTA under this Contract.

11.2.2 Upon receipt of a Change of Scope Notice, the DTA shall, with due diligence, provide to the Authority 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 completion schedule; and
- b) the options for implementing the proposed Change of Scope and the effect, if any,

11.2.3 Upon receipt of information set forth in Clause 11.2.2, if the Authority decides to proceed with the Change of Scope, it shall convey its preferred option to the DTA, and the Parties shall, with assistance, thereupon of the Authority, make good faith efforts to agree upon the time and costs for implementation thereof. Upon reaching an agreement, the Authority shall issue an order (the "Change of Scope Order") requiring the DTA to proceed with the performance thereof.

ARTICLE 12: MONITORING OF SERVICES

12.1 Monthly Status Reports

During the Design Consultancy Phase, the DTA shall, no later than 7 (seven) days after the close of every month, furnish to the Authority a report stating in reasonable detail the progress made with respect to Services and possible delays (if any), including its compliance with the obligations with the Contract and shall promptly give such other relevant information as may be required by the Authority.

Monthly Report should summarize the progress of the Project, the work accomplished, any problems encountered during the month, Safety and quality reports, a work plan for the next month, and minutes of site meetings. The report will present progress information in graphical form, relative to the contractors' approved contract schedules. In addition to monthly progress report, weekly progress report shall also be prepared and submitted with weekly plan vs actual, task assignments with time estimate and look ahead plan.

12.2 Inspection of Services

The Authority shall during the Term of this Contract have a right to make periodic inspections with respect to the Services/Obligations provided by the DTA and provide feedback. The Authority shall be entitled to make a report of such inspection (the "Inspection Report") stating in reasonable detail any efficiency, if any, with respect to the Services and send a copy thereof to the DTA within 7 (seven) days of such inspection.

12.3 Remedial Measures

12.3.1 The DTA shall remove the Deficiency, if any, set forth in the Inspection Report and furnish a report in respect thereof to the Authority within 15 (fifteen) days of receiving the Inspection Report.

12.3.2 In the event that remedial measures are not completed by the DTA in conformity with the provisions of this Contract, the Authority shall be entitled to recover Damages from the DTA under and in accordance with the provisions of Clause 10.

ARTICLE 13: CONTRACT FEE

13.1 Contract Fee

The consideration for the Services/Obligations performed by the DTA in accordance with the Scope of Project (as set out in Schedule C), the Authority shall pay the DTA the Contract Fee (as specified in Schedule D). The Contract Fee will be disbursed in a manner as provided in Schedule D. The Contract Fee shall be paid in a phase wise manner which shall be further paid basis the milestones. The Contract Fee shall be paid in two phases namely Phase I Fee to be paid in the Design Consultancy Phase, and Phase II Fee to be paid in the Construction Phase. For clarity, 50% of the Contract Fee shall be paid as Phase I Fee and remaining 50% of the Contract Fee shall be paid as Phase II Fee. The Contract Fee shall include any/all other applicable taxes and duties under the Applicable Laws for undertaking the Project and applicable Goods and Service Tax (GST). The Contract Fee is not subject to any adjustment or escalation except in consequence of situations expressly specified in this Contract. All payments of the Contract Fee shall be made by the Authority to the DTA in INR. Subject to adjustments as provided under this Contract, the Authority shall pay amounts under each invoice directly to such bank account(s) of the DTA, as may be instructed by the DTA to the Authority.

- 13.1.1 The DTA shall be deemed to have satisfied themselves as to the correctness and sufficiency of its Contract Fee after taking into consideration all unforeseeable difficulties and costs involved in executing its Scope of Project and obligations under this Contract.
- 13.1.2 No payment by the Authority to the DTA shall be deemed to constitute acceptance of Services/Obligations by the Authority and shall not relieve the DTA of any of its obligations under this Contract.

13.2 Terms and procedure for disbursement of Contract Fee

- 13.2.1 The DTA will raise invoice for its Services/Obligations performed directly to the Authority on successful completion of Services/Obligations as provided in Schedule D (Contract Fee Disbursement) of this Contract. The invoices shall be accompanied with relevant supporting documents evidencing achievement of Services/ Obligations and any other documents required by the Authority in this regard. For avoidance of doubt, it is clarified that the DTA shall be required to submit the supporting documents to estimate the completion of Services/Obligations and the value of the completed Services/Obligations (in value terms) as per Schedule D, from the Bill of Quantities in Schedule C to be prepared by the DTA at the end of the design phase and approved by Authority. The pro-forma of the invoice and the documents and details to accompany it shall be mutually discussed and agreed to by the Parties, provided that the DTA shall at all times ensure that invoices are raised in accordance with the relevant provisions of Applicable Laws, so as to enable the Authority to avail credit of the taxes indicated in the said invoice.
- 13.2.2 In the event the Authority raises any objection to the invoices raised by the DTA, such matter shall be mutually discussed and settled in an amicable manner. Notwithstanding any such objection or dispute, the Authority shall make payment of the undisputed amount under the invoice to the DTA within 45 (forty five) days after receipt by the Authority of such invoice, and the disputed amount shall be paid immediately after the settlement, if required. Further, the

Authority has the right to withhold the whole or part of any payment claimed by the DTA under the invoice (including the disputed amount under the invoice) which, in the opinion of the Authority, is necessary for protection of the Authority from loss on account of claims against the DTA or failure by the DTA to make due payment to the Authority, its subcontractors or employees or not having paid taxes, dues, fees, charges etc.

For the avoidance of doubt, it is clarified that if an invoice is not accompanied by the supporting documents or if the invoice amount is disputed or withheld for any reason by the Authority in accordance with the terms of this Contract, then such amounts of the invoice shall not be due and payable by the Authority, until the dispute is resolved or the supporting documents have been provided by the DTA, as the case may be. Further, the withholding or non-payment of any amounts by the Authority pursuant to this Clause 13.2.2 shall not constitute or be considered as Authority's Default under Clause 16.2.1 of this Contract.

- 13.2.3 Other than amounts properly withheld pursuant to Clause 10.2.2, the Authority shall pay all undisputed payments within 45 (forty five) days of receipt of the invoices along with required supporting documents, if any ("Payment Due Date") from the DTA ..
- 13.2.4 The submission of an invoice by the DTA shall be deemed to be a confirmation by the DTA that it has no additional claims, except as may already have been submitted in writing, for anything that has occurred up to and including the last day of the period covered by such invoice.
- 13.2.5 Each Party shall be responsible for respective taxes in relation to its obligations and Services relating to the Project under this Contract. The Authority shall withhold from payments to be made to the DTA, and pay to the relevant Government Instrumentality, any and all taxes, cess and levies required to be withheld pursuant to Applicable Laws and the Contract Fee shall be deemed to include such taxes, levies or cess. A certificate for such tax deducted at source would be provided by the Authority to the DTA immediately on deposit of such taxes with the relevant Government Instrumentality.

13.3 Taxes and Duties

- 13.3.1 In case the DTA desires income tax deduction as well as works contract tax at source at a lower rate, under any legislation, double taxation treaty and/ or any advance ruling, then the DTA shall be responsible for obtaining the necessary authorization from the concerned tax authority authorising the deduction of tax at source at a lower rate/value and shall provide Authority with the original copy of such authorisation.

Statutory variation in taxes and duties or levy of new tax, will be to the DTA 's account and shall be deemed to be part of the Contract Fee.

- 13.3.2 The DTA shall be fully responsible for meeting all tax obligations that legally vest upon the Contractor and shall keep the Authority fully indemnified in this regard.
- 13.3.3 If the Authority is eligible for deemed export benefits, such benefits, to the extent applicable, would be passed on by the DTA to the Authority. The DTA will inform the Authority of the conditions required to be met/documents required to be submitted by the Authority in order to avail such benefits within reasonable timelines. Any rejection/ delay in availing such benefit,

due to any default of the DTA, would be to the DTA 's account and the Authority would be eligible for reimbursement of deemed export benefits.

- 13.3.4 The Authority shall deduct tax and issue the relevant certificates for tax deduction at source in accordance with Applicable Laws, from the payments made by the Authority to the DTA.
- 13.3.5 The DTA shall obtain a tax registration number with the Indian tax authorities i.e., Permanent Account Number (PAN).
- 13.3.6 Under this Contract, the DTA shall furnish the requisite documents and declarations which may be required by the Authority at the time of withholding tax on payments to be made.

ARTICLE 14: FORCE MAJEURE

As used in this Contract, the expression “Force Majeure” or “Force Majeure Event” shall mean occurrence in India of any or all of Non-Political Event, Indirect Political Event and Political Event, as defined in Clauses 14.1, 14.2 and 14.3 respectively, if it affects the performance by the Party claiming the benefit of Force Majeure (the “Affected Party”) of its obligations under this Contract and which act or event (i) is beyond the reasonable control of the Affected Party, and (ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (iii) has Material Adverse Effect on the Affected Party.

14.1 Non-Political Event

A Non-Political Event shall mean one or more of the following acts or events:

- a) act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionising radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion;
- b) strikes or boycotts or arson or theft (other than those involving the DTA, contractors or their respective employees/representatives, or attributable to any act or omission of any of them) interrupting services to be provided with respect to the Project for a continuous period of 24 (twenty four) hours and an aggregate period exceeding 7 (seven) days in an Accounting Year, and not being an Indirect Political Event set forth in Clause 14.2;
- c) any failure or delay of a DTA but only to the extent caused by another Non-Political Event and which does not result in any offsetting compensation being payable to the DTA by or on behalf of such Contractor;
- d) any judgement or order of any court of competent jurisdiction or statutory Authority made against the DTA in any proceedings for reasons other than (i) failure of the DTA to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of

any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Contract, or (iv) exercise of any of its rights under this Contract by the Authority; or

- e) any event or circumstances of a nature analogous to any of the foregoing.

14.2 Indirect Political Event

- a) An Indirect Political Event shall mean one or more of the following acts or events:
- b) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;
- c) industry-wide or State-wide strikes or industrial action for a continuous period of 24 (twenty-four) hours and exceeding an aggregate period of 7 (seven) days in an Accounting Year;
- d) any failure or delay of a Contractor to the extent caused by any Indirect Political Event and which does not result in any offsetting compensation being payable to the DTA by or on behalf of such Contractor;
- e) any Indirect Political Event that causes a Non-Political Event; or
- f) any event or circumstances of a nature analogous to any of the foregoing.

14.3 Political Event

A Political Event shall mean one or more of the following acts or events by or on account of any Government Instrumentality:

- a) compulsory acquisition in national interest or expropriation of rights of the DTA;
- b) unlawful or unauthorised or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, licence, permit, authorisation, no objection certificate, consent, approval or exemption required by the DTA to perform its obligations under this Contract; provided that such delay, modification, denial, refusal or revocation did not result from the DTA's inability or failure to comply with any

condition relating to grant, maintenance or renewal of such clearance, licence, authorisation, no objection certificate, exemption, consent, Arbitr or permit;

- c) any failure or delay of a Contractor but only to the extent caused by another Political Event and which does not result in any offsetting compensation being payable to the DTA by or on behalf of such Contractor; or
- d) any event or circumstance of a nature analogous to any of the foregoing.

14.4 Duty to report Force Majeure Event

14.4.1 Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall include full particulars of:

- a) the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Article 14 with evidence in support thereof;
- b) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Contract;
- c) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and
- d) any other information relevant to the Affected Party's claim.

14.4.2 The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event not later than 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Contract.

14.4.3 For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information as required by Clause 14.5.1, and such other information as the other Party may reasonably request the Affected Party to provide.

14.5 Effect of Force Majeure Event on the Contract

14.5.1 Upon the occurrence of any Force Majeure Event prior to the Appointed Date, the Conditions Precedent Period as set forth in Article 4 shall be extended by a period equal in length to the duration of the Force Majeure Event.

14.5.2 At any time after the commencement of the Term, if any Force Majeure Event occurs whereupon the DTA is unable to provide the Services during the period for which Force Majeure exists, no Contract Fee shall be paid by the Authority to the DTA and appropriate deductions shall be made by the Authority at the time of settling the amounts due towards the Contract Fee. However, the DTA shall not be liable to pay any damages to the Authority in case it is unable to provide the Services on account of any Force Majeure Event. The timeline of

completion of affected phase/services/deliverables shall be extended by a period equal in length to the duration of the Force Majeure Event.

14.5.3 Allocation of costs arising out of Force Majeure

14.5.4 Upon occurrence of any Force Majeure Event during the Term, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof.

14.5.5 Save and except as expressly provided in this Article 14, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

14.6 Termination Notice for Force Majeure Event

If a Force Majeure Event subsists for more than a continuous period of 90 (ninety) days or for a total/cumulative time period of more than 360 (three hundred and sixty) days during the Term, either Party may in its discretion terminate this Contract by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save as provided in this Article 14, and upon issue of such Termination Notice, this Contract shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant 15 (fifteen) days' time to make a representation, and may after the expiry of such 15 (fifteen) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

14.7 Termination Payment for Force Majeure Event

14.7.1 If Termination is on account of any of the Force Majeure Events, the Authority shall return the Performance Security to the DTA. The DTA shall take appropriate Insurance Cover for hedging risks associated with the events of Force Majeure.

14.8 Dispute resolution

14.8.1 In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such Dispute shall be finally settled in accordance with the Dispute Resolution Procedure; provided that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.

14.9 Excuse from performance of obligations

If the Affected Party is rendered wholly or partially unable to perform its obligations under this Contract because of a Force Majeure Event, it shall be excused from performance of such of its

obligations to the extent it is unable to perform on account of such Force Majeure Event;
provided that:

- a) the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;
- b) the Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence; and
- c) when the Affected Party is able to resume performance of its obligations under this Contract, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.

ARTICLE 15: SUSPENSION OF DTA RIGHTS

15.1 Suspension upon DTA Default

Upon occurrence of a DTA Default, the Authority shall be entitled, without prejudice to its other rights and remedies under this Contract including its rights of Termination hereunder, to (i) suspend all rights of the DTA under this Contract including the DTA's right to receive Contract Fee for a specified period, and (ii) exercise such rights itself or authorise any other person to exercise the same on its behalf during such suspension (the "Suspension"). Suspension hereunder shall be effective forthwith upon issue of notice by the Authority to the DTA and may extend up to a period not exceeding 90 (ninety) days from the date of issue of such notice; provided that upon written request from the DTA, the Authority shall extend the aforesaid period of 90 (ninety) days by a further period not exceeding 60 (sixty) days.

15.2 Authority to act on behalf of DTA

15.2.1 During the period of Suspension, the Authority shall not be obliged to pay any Contract Fee to the DTA.

15.2.2 During the period of Suspension hereunder, all things done or actions taken, including expenditure incurred by the Authority for discharging the obligations of the DTA under and in accordance with this Contract and the Project Contracts, shall be deemed to have been done or taken for and on behalf of the DTA and the DTA undertakes to indemnify the Authority for all costs incurred during such period.

15.3 Revocation of Suspension

15.3.1 In the event that the Authority shall have rectified or removed the cause of Suspension within a period not exceeding 45 (forty-five) days from the date of Suspension, it shall revoke the Suspension forthwith and restore all rights of the DTA under this Contract.

15.3.2 Upon the DTA having cured the DTA Default within a period not exceeding 45 (forty-five) days from the date of Suspension, the Authority shall revoke the Suspension forthwith and restore all rights of the DTA under this Contract.

15.4 Termination

15.4.1 At any time during the period of Suspension under this Article 15, the DTA may by notice require the Authority to revoke the Suspension and elect to issue a Termination Notice. The Authority shall within 15 (fifteen) days of receipt of such Termination Notice, terminate this Contract in accordance with Article 16.

15.4.2 Notwithstanding anything to the contrary contained in this Contract, in the event that Suspension is not revoked within 90 (ninety) days from the date of Suspension hereunder or within the extended period, if any, set forth in Clause 15.1, the Contract shall, upon expiry of the aforesaid period, be deemed to have been terminated by mutual agreement of the Parties and all the provisions of this Contract shall apply, mutatis mutandis, to such Termination as if a Termination Notice had been issued by the Authority upon occurrence of a DTA Default.

ARTICLE 16: TERMINATION

16.1 Termination for DTA Default

16.1.1 Save as otherwise provided in this Contract, in the event that any of the defaults specified below shall have occurred, and the DTA 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 DTA shall be deemed to be in default of this Contract (a "DTA Default"), unless the default has occurred solely as a result of any breach of this Contract by the Authority or due to Force Majeure. The defaults referred to herein shall include:

- a) the Performance Security has been encashed and appropriated in accordance with Clause 9.2 and the DTA fails to replenish or provide fresh Performance Security within a Cure Period of 30 (thirty) days;
- b) subsequent to the replenishment or furnishing of fresh Performance Security in accordance with Clause 9.2, the DTA fails to cure, within a Cure Period of 90 (ninety) days, the DTA Default for which whole or part of the Performance Security was appropriated;
- c) the DTA is in material breach of its obligations as laid down in this Contract with respect to the Project ;
- d) the DTA abandons or manifests intention to abandon its obligations without the prior written consent of the Authority;
- e) a breach of any of the provisions of the Contract by the DTA has caused a Material Adverse Effect;
- f) the DTA creates any Encumbrance in breach of this Contract;
- g) the DTA repudiates this Contract or otherwise takes any action or evidences or conveys an intention not to be bound by the Contract;
- h) there is a transfer, pursuant to law either of (i) the rights and/or obligations of the DTA under the Contract, or of (ii) all or part of the assets or undertaking of the DTA, and such transfer causes a Material Adverse Effect;
- i) an execution levied on any of the assets of the DTA has caused a Material Adverse Effect;
- j) the DTA is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the DTA or for the whole or material part of its assets that has a material bearing on the Project;
- k) the DTA 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 Authority, a Material Adverse Effect;
- l) a resolution for winding up of the DTA is passed, or any petition for winding up of the DTA 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 DTA 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 DTA are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the DTA under this Contract; and provided that:

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

16.1.2 Without prejudice to any other rights or remedies which the Authority may have under this Contract, upon occurrence of a DTA Default, the Authority shall be entitled to terminate this Contract by issuing a Termination Notice to the DTA; provided that before issuing the Termination Notice, the Authority shall by a notice inform the DTA of its intention to issue such Termination Notice and grant 15 (fifteen) days to the DTA 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, subject to the provisions of clause 16.1.2.

16.2 Termination for Authority Default

16.2.1 In the event that any of the defaults specified below shall have occurred, and the Authority fails to cure such default within a Cure Period of 90 (ninety) days or such longer period as has been expressly provided in this Contract, the Authority shall be deemed to be in default of this

Contract (the “Authority Default”) unless the default has occurred as a result of any breach of this Contract by the DTA or due to Force Majeure. The defaults referred to herein shall include:

- a) the Authority commits a material default in complying with any of the provisions of this Contract and such default has a Material Adverse Effect on the DTA;
- b) the Authority has failed to make any payment to the DTA within the period specified in this Contract;
- c) the Authority repudiates this Contract or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by this Contract; or

16.2.2 Without prejudice to any other right or remedy which the DTA may have under this Contract, upon occurrence of an Authority Default, the DTA shall, be entitled to terminate this Contract by issuing a Termination Notice to the Authority; provided that before issuing the Termination Notice, the DTA shall by a notice inform the Authority of its intention to issue the Termination Notice and grant 15 (fifteen) days to the Authority 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.

16.3 Termination Payment – Event of Default

16.3.1 Upon Termination on account of a DTA Default during the Term, no payments related to termination shall be due or payable to the DTA. The Authority shall be entitled to forfeit the Performance Security of the DTA and terminate this Contract, as per the provisions detailed out in this Contract.

16.3.2 Upon Termination on account of Authority Default, the Authority shall return back the Performance Security to the DTA.

16.4 Other rights and obligations of the Authority

Upon Termination for any reason whatsoever, the Authority shall:

- a) be entitled to restrain the DTA and any person claiming through or under the DTA from entering upon the Project or any part of the Project; and
- b) all sums claimed by any Contractor(s) as being due and owing for services performed or accruing on account of any act, omission or event prior to such date shall constitute debt between the DTA and such contractors, and the Authority shall not in any manner be liable for such sums. It is further agreed that in the event the Authority elects to cure any outstanding defaults under such Contracts, the amount expended by the Authority for this purpose shall be deducted from the Termination Payment.

16.5 Survival of rights

Notwithstanding anything to the contrary contained in this Contract, any Termination pursuant to the provisions of this Contract shall be without prejudice to the accrued rights of either Party including its right to claim and recover money damages, insurance proceeds, security deposits,

and other rights and DA remedies, which it may have in law or contract. All rights and obligations of either Party under this Contract, , shall survive the Termination to the extent such survival is necessary for giving effect to such rights and obligations.

ARTICLE 17: ASSIGNMENT

17.1 Assignment and Charges

17.1.1 Restrictions on assignment and charges

- a) This Contract shall not be assigned by the DTA to any person, save and except with the prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason.
- b) The DTA shall not create nor permit to subsist any Encumbrance, or otherwise transfer or dispose of all or any of its rights and benefits under this Contract to which the DTA is a party except with prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason.

17.1.2 Assignment by the Authority

Notwithstanding anything to the contrary contained in this Contract, the Authority may, after giving 60 (sixty) days' notice to the DTA, assign any of its rights and benefits and/or obligations under this Contract; to an assignee who is, in the reasonable opinion of the Authority, capable of fulfilling all of the Authority's then outstanding obligations under this Contract.

ARTICLE 18: CHANGE IN LAW

18.1 Increase in costs

If as a result of Change in Law (confined to Applicable Law), the DTA suffers an increase in costs or reduction in net after-tax return or other financial burden, the aggregate financial effect of which exceeds the amount equivalent to 20% of the Contract Fee, the DTA may so notify the Authority and propose amendments to this Contract so as to place the DTA in the same financial position as it would have enjoyed had there been no such Change in Law resulting in the cost increase, reduction in return or other financial burden as aforesaid. Upon notice by the DTA, the Parties shall meet, as soon as reasonably practicable, but no later than 30 (thirty) days from the date of notice, and either agree on amendments to this Contract or on any other mutually agreed arrangement:

Provided that if no agreement is reached within 90 (ninety) days of the aforesaid notice, the same shall be settled in accordance with the Dispute Resolution Procedure. For the avoidance of doubt, it is agreed that this Clause 18.1 shall be restricted to changes in law directly affecting the DTA's costs of performing its obligations under this Contract.

18.2 Reduction in costs

If as a result of Change in Law, the DTA benefits from a reduction in costs or increase in net after-tax return or other financial gains, the aggregate financial effect of which exceeds the amount equivalent to 20% of the Contract Fee, the Authority may so notify the DTA and propose amendments to this Contract so as to place the DTA in the same financial position as it would have enjoyed had there been no such Change in Law resulting in the decreased costs, increase in return or other financial gains as aforesaid. Upon notice by the Authority, the Parties shall meet, as soon as reasonably practicable, but no later than 30 (thirty) days from the date of notice, and either agree on such amendments to this Contract or on any other mutually agreed arrangement:

Provided that if no agreement is reached within 90 (ninety) days of the aforesaid notice, the same shall be settled in accordance with the Dispute Resolution Procedure. For the avoidance of doubt, it is agreed that this Clause 18.2 shall be restricted to changes in law directly affecting the DTA's costs of performing its obligations under this Contract.

ARTICLE 19: INDEMNITY

19.1 General Indemnity

- 19.1.1 The DTA will indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Authority Instrumentalities and Authority owned and/or controlled entities/enterprises, including the Authority (“the Indemnified Persons”) against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of any breach by the DTA of any of its obligations under this Contract or any related agreement or on account of any Deficiency in the provision of Services by the DTA, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach of this Contract on the part of the Indemnified Persons.
- 19.1.2 The Authority will indemnify, defend, save and hold harmless the DTA against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of breach by the Authority of any of its obligations under this Contract or any related agreement, which materially and adversely affect the performance by the DTA of its obligations under this Contract, save and except that where any such claim, suit, proceeding, action, and/or demand has arisen due to a negligent act or omission, or breach of any of its obligations under any provision of this Contract or any related agreement and/or breach of its statutory duty on the part of the DTA, its subsidiaries, affiliates, contractors, servants or agents, the same shall be the liability of the DTA.

19.2 Indemnity by the DTA

- 19.2.1 Without limiting the generality of Clause 19.1, the DTA shall submit professional indemnity (of value equals to 100% the Contract Value), hold harmless and defend the Authority and the Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:
- a) failure of the DTA to comply with Applicable Laws and Applicable Permits;
 - b) payment of taxes required to be made by the DTA in respect of the income or other taxes of the DTA’s contractors and representatives; or
 - c) non-payment of amounts due as a result of materials or services furnished to the DTA or any of its contractors which are payable by the DTA or any of its contractors.
- 19.2.2 Without limiting the generality of the provisions of this Article 19, the DTA shall fully indemnify, hold harmless and defend the Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the DTA or by the DTA’s contractors in performing the DTA’s obligations or in any way incorporated in or related to the Contract. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted,

the DTA shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the DTA, is held to have infringed any third party's intellectual property rights, the DTA shall promptly make every reasonable effort to secure for the Authority a licence, at no cost to the Authority from the party whose rights are infringed. If the DTA is unable to secure such licence within a reasonable time, the DTA shall, at its own expense, take steps to ensure that it no longer infringes the said intellectual property rights.

19.3 Notice and Contest of Claims

In the event that either Party receives a claim or demand from a third party in respect of which it is entitled to the benefit of an indemnity under this Article 19 (the "Indemnified Party") it shall notify the other Party (the "Indemnifying Party") within 15 (fifteen) days of receipt of the claim or demand and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim or demand, it may conduct the proceedings in the name of the Indemnified Party, subject to the Indemnified Party being secured against any costs involved, to its reasonable satisfaction.

19.4 Defence of Claims

- 19.4.1 The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and reasonable costs and expenses thereof shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party in respect of loss to the full extent provided by this Article 19, the Indemnifying Party shall be entitled, at its option, to assume and control the defence of such claim, action, suit or proceeding, liabilities, payments and obligations at its expense and through the counsel of its choice; provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defence. The Indemnifying Party shall not be entitled to settle or compromise any claim, demand, action, suit or proceeding without the prior written consent of the Indemnified Party, unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure the loss to be indemnified hereunder to the extent so compromised or settled.
- 19.4.2 If the Indemnifying Party has exercised its rights under Clause 19.3, the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).
- 19.4.3 If the Indemnifying Party exercises its rights under Clause 19.3, the Indemnified Party shall nevertheless have the right to employ its own counsel, and such counsel may participate in

such action, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party, when and as incurred, unless:

- a) the employment of counsel by such party has been authorised in writing by the Indemnifying Party; or
- b) the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defence of such action; or
- c) the Indemnifying Party shall not, in fact, have employed independent counsel reasonably satisfactory to the Indemnified Party, to assume the defence of such action and shall have been so notified by the Indemnified Party; or
- d) the Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either:
 - (i) that there may be specific defences available to it which are different from or additional to those available to the Indemnifying Party; or
 - (ii) that such claim, action, suit or proceeding involves or could have a Material Adverse Effect upon it beyond the scope of this Contract:

Provided that if Sub-clauses (b), (c) or (d) of this Clause 19.4.3 shall be applicable, the counsel for the Indemnified Party shall have the right to direct the defence of such claim, demand, action, suit or proceeding on behalf of the Indemnified Party, and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.

19.5 No Consequential Claims

Notwithstanding anything to the contrary contained in this Article 19, the indemnities herein provided shall not include any claim or recovery in respect of any cost, expense, loss or damage of an indirect, incidental or consequential nature, including loss of profit, except as expressly provided in this Contract.

19.6 Survival on Termination

The provisions of this Article 19 shall survive Termination.

ARTICLE 20: ACCESS RIGHTS OF DTA

20.1 License Rights

20.1.1 For the purpose of this Contract and the covenants and warranties on the part of the DTA herein contained, the Authority, in accordance with the terms and conditions set forth herein, hereby grants to the DTA, commencing from the Appointed Date, a licence to access the Site of the Project (the "Licensed Premises") to perform the Services for the duration of the Term and, for the purposes permitted under this Contract, and for no other purpose whatsoever.

20.1.2 It is expressly agreed that the rights granted hereunder shall terminate automatically and forthwith, without the need for any action to be taken by the Authority to terminate the Contract, upon the Termination of this Contract for any reason whatsoever.

20.2 Restriction on Sub-licensing

The DTA shall not sublicense its rights hereunder, save and except as may be expressly set forth in this Contract; provided that nothing contained herein shall be construed or interpreted as restricting the right of the DTA to appoint contractors for the performance of its obligations hereunder.

ARTICLE 21: DISPUTE RESOLUTION

21.1 Dispute Resolution

21.1.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Contract (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 21.2.

21.1.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Contract promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

21.2 Conciliation

In the event of any Dispute between the Parties, either Party may call upon the other Party to mediate and assist the Parties in arriving at an amicable settlement thereof. Failing mediation by the Authority, either Party may require such Dispute to be referred to the Chairman of the Authority and the Chairman of the Board of Directors of the DTA for amicable settlement, and upon such reference, the said persons shall meet no later than 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (seven) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 21.1.1 or such longer period as may be mutually agreed by the Parties, either Party may refer it to in accordance with the provisions of Clause 21.3.

21.3 Arbitration

21.3.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 21.2, shall be finally decided by reference to Gujarat Public Work Contract Dispute Arbitration Tribunal. Such arbitration shall be held in accordance with the provisions of the Gujarat Public Works Contracts Disputes Arbitration Tribunal Act, 1992, as amended. The venue of such arbitration shall be Gandhinagar, and the language of arbitration proceedings shall be English.

21.3.2 Intentionally left Blank

21.3.3 Intentionally left Blank

21.3.4 The DTA and the Authority agree that an Award may be enforced against the DTA and/or the Authority, as the case may be, and their respective assets wherever situated.

21.3.5 This Contract and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

ARTICLE 22: MISCELLANEOUS

22.1 Governing Law and Jurisdiction

22.1.1 This Contract shall be construed and interpreted in accordance with and governed by the laws of India, and subject to Clause 21.3, the courts at Gandhinagar, Gujarat shall have jurisdiction over matters arising out of or relating to this Contract.

22.2 Waiver of Immunity

Each Party unconditionally and irrevocably:

- a) agrees that the execution, delivery and performance by it of this Contract constitute commercial acts done and performed for commercial purpose;
- b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Contract or any transaction contemplated by this Contract, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Party with respect to its assets;
- c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
- d) consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

22.3 Delayed Payments

The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Contract shall be made within the period set forth therein, and if no such

period is specified, within 45 (forty-five) days of receiving a demand along with the necessary particulars.

22.4 Waiver

22.4.1 Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Contract: -

- a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Contract;
- b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and
- c) shall not affect the validity or enforceability of this Contract in any manner.

22.4.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Contract or any obligation thereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

22.5 Liability for Review of Documents and Drawings

Except to the extent expressly provided in this Contract:

- a) no review, comment or approval by the Authority of any Document, Design or Drawing submitted by the DTA nor any failure to review, approve, comment, observe or inspect hereunder shall relieve or absolve the DTA from its obligations, duties and liabilities under this Contract, the Applicable Laws and Applicable Permits; and
- b) the Authority shall not be liable to the DTA by reason of any review, comment, approval, observation or inspection referred to in Sub-clause (a) above.

22.6 Exclusion of implied warranties etc.

22.6.1 This Contract expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

22.7 Survival

22.7.1 Termination shall:

- a) not relieve the DTA or the Authority as the case may be, of any obligations hereunder which expressly or by implication survive Termination hereof; and

- b) except as otherwise provided in any provision of this Contract expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

22.8 Entire Contract

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

22.9 Severability

If for any reason whatever, any provision of this Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth under this Contract or otherwise.

22.10 No Partnership

This Contract shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or Authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

22.11 Third Parties

This Contract is intended solely for the benefit of the Parties, and their respective successors and permitted assigns, and nothing in this Contract shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Contract.

22.12 Successors and Assigns

This Contract shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

22.13 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Contract shall be in writing and shall:

- 22.13.1 in the case of the DTA, be given by facsimile and by letter delivered by hand to the address given and marked for attention of the person set out below or to such other person as the DTA may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside Gandhinagar may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile to the number as the DTA may from time to time designate by notice to the Authority;
- 22.13.2 in the case of the Authority, be given by facsimile and by letter delivered by hand and be addressed to the Chairman of the Authority with a copy delivered to the Authority Representative or such other person as the Authority may from time to time designate by notice to the DTA; provided that if the DTA does not have an office in Gandhinagar it may send such notice by facsimile and by registered acknowledgement due, air mail or by courier; and
- 22.13.3 any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post, it ought to have been delivered.

22.14 Language

All notices required to be given by one Party to the other Party and all other communications, Documentation and proceedings which are in any way relevant to this Contract shall be in writing and in English language.

22.15 Counterparts

This Contract may be executed in two counterparts, each of which, when executed and delivered, shall constitute an original of this Contract.

22.15.1 Intellectual Property Rights

All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software (including BIM outputs) submitted by the contractor under this Contract shall become and remain the property of the Authority and subject to laws of copyright must not be shared with third parties or reproduced, whether in whole or part, without the Authority's prior written consent. The DTA shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Authority, together with a detailed inventory thereof, and shall execute any instrument or deed that is required to fully give effect to the obligations outlined in this clause. The DTA shall indemnify the Authority against any breach of third party's IPR. The DTA shall maintain confidentiality and secrecy of Authority's information provided to it (or that it comes across during execution of Contract).

ARTICLE 23: DEFINITIONS

23.1 Definitions

- 23.1.1 In this Contract, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:
- 23.1.2 “Accounting Year” means the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year;
- 23.1.3 “Affected Party” shall have the meaning set forth in Clause Article 14;
- 23.1.4 “Contract” means this Contract, its Recitals, the Schedules, the RFP, Corrigendum hereto and any amendments thereto made in accordance with the provisions contained in this Contract;
- 23.1.5 “Contract Fee” shall mean the Consultancy fees payable by the Authority to the DTA in accordance with Article 13 of the Contract.
- 23.1.6 “Applicable Laws” means all laws, brought into force and effect by Government of India or the State Government of Gujarat including rules, regulations and notifications made thereunder, and judgements, decrees, injunctions, writs and orders of any court of record, applicable to this Contract and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Contract; and shall include data privacy laws and Information technology usage related laws .
- 23.1.7 “Applicable Permits” means all clearances, licences, permits, authorisations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the provision of Services at the Project, during the subsistence of this Contract;
- 23.1.8 “Appointed Date” means the date on which the conditions precedent of both the Parties have been met and shall be deemed to be the date of commencement of the Term with respect to the Project;
- 23.1.9 “Arbitration Act” means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof, as in force from time to time;
- 23.1.10 “Associate” or “Affiliate” means, in relation to either Party, a person who is under significant influence of such Party (as used in this definition, the expression “significant influence” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the total share capital of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise);
- 23.1.11 “Authority” means the Department of Science and Technology, Govt. of Gujarat.
- 23.1.12 “Authority Default” shall have the meaning set forth in Clause 16.2.1;
- 23.1.13 “Authority Representative” means such person or persons as may be authorised in writing by the Authority to act on its behalf under this Contract and shall include any person or persons

having Authority to exercise any rights or perform and fulfil any obligations of the Authority under this Contract;

23.1.14 “Bank” means all nationalized bank including the Public Sector Bank or Private Sector Bank or Commercial Bank or Co-Operative Bank (operating in India having branch at Gandhinagar Gujarat) and having a minimum net worth of Rs. 1,000 crores (Rupees one thousand crore);

23.1.15 “Bank Rate” means the rate of interest specified by the Reserve Bank of India from time to time in pursuance of section 49 of the Reserve Bank of India Act, 1934 or any replacement of such Bank Rate for the time being in effect;

23.1.16 “Bid” means the documents in their entirety comprised in the bid submitted by the DTA in response to the request for proposal (RFP) and the provisions thereof;

23.1.17 “Bid Security” means the security provided by the DTA to the Authority along with the Bid in a sum of Rs. [●] (Rupees [●] Only), in accordance with the Bid documents, and which is to remain in force until substituted by the Performance Security;

23.1.18 “Company” means an entity established under the Companies Act 1956/2013;

23.1.19 “Conditions Precedent” shall have the meaning set forth in Clause 4.1

23.1.20 “Contractor” means the person or persons, as the case may be, with whom the DTA has entered into any contract or any other agreement or contract for provision of the Services or matters incidental thereto, for and on behalf of the DTA. The DTA shall and will remain solely responsible to the Authority for the overall obligations and liabilities of the Contractor engaged by the DTA

23.1.21 “Cure Period” means the period specified in this Contract for curing any breach or default of any provision of this Contract by the Party responsible for such breach or default and shall: -

commence from the date on which a notice is delivered by one Party to the other Party asking the latter to cure the breach or default specified in such notice;

not relieve any Party from liability to pay Damages or compensation under the provisions of this Contract; and

not in any way be extended by any period of Suspension under this Contract; provided that if the cure of any breach by the DTA requires any reasonable action by the DTA that must be approved by the Authority hereunder, the applicable Cure Period shall be extended by the period taken by the Authority to accord their approval;

23.1.22 “Claim Period” means period of six (6) months commencing from the date of expiry of the Performance Security validity period, during which the Authority shall be entitled to invoke the Performance Security for any claim arising under the Contract.

23.1.23 “Damages” shall have the meaning set forth in Article 10 of the Contract;

23.1.24 “Deficiency” means any shortcoming in the Services (including those discovered during the implementation of the Project by the Contractor) or any failure to comply with the terms and

conditions of the Contract including, Applicable Laws, Applicable Permits, and Good Industry Practice

23.1.25 “Dispute” shall have the meaning set forth in Clause 21.1.1;

23.1.26 “Dispute Resolution Procedure” means the procedure for resolution of Disputes set forth in Article 21;

23.1.27 “Document” or “Documentation” means documentation in printed or written form, or in tapes, discs, drawings, computer programmes, writings, reports, photographs, films, cassettes, or expressed in any other written, electronic, audio or visual form;

23.1.28 “Force Majeure” or “Force Majeure Event” shall have the meaning ascribed to it in Clause 14.1;

23.1.29 “GOI” means the Government of India;

23.1.30 “GoG” means the Government of Gujarat;

23.1.31 “Good Industry Practice” means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced DTA engaged in the same type of services as envisaged under this Contract and which would be expected to result in the performance of its obligations by the DTA in accordance with this Contract, Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner;

23.1.32 “Government Instrumentality” means any department, division or sub-division of the Government or the Government of India and includes any commission, board, Government, agency or municipal and other local Government or statutory body including Panchayat under the control of the Government or the Government of India, as the case may be, and having jurisdiction over the performance of all or any of the services or obligations of the DTA under or pursuant to this Contract;

23.1.33 “Indemnified Party” means the Party entitled to the benefit of an indemnity pursuant to Article 19;

23.1.34 “Indemnifying Party” means the Party obligated to indemnify the other Party pursuant to Article 19;

23.1.35 “Independent Engineer” means an independent third-party agency, consultant or firm that may be appointed by the Authority, if required, for independent review and vetting of designs, drawings, documents, reports or other deliverables prepared by the DTA as set forth in Schedule C (I); However, such review shall not relieve the DTA from its professional responsibility and liability for the deliverables prepared under this Contract.

23.1.36 “Indirect Political Event” shall have the meaning set forth in Clause 14.3;

23.1.37 “Insurance Cover” means the aggregate of the maximum sums insured under the insurances taken out by the DTA pursuant to Article 14, and when used in the context of any act or event,

it shall mean the aggregate of the maximum sums insured and payable in relation to such act or event;

23.1.38 "Inspection Report" shall have the meaning set forth in Clause 12.2;

23.1.39 "LOA" or "Letter of Acceptance" means the letter of acceptance referred to in Recital (D);

23.1.40 "Material Adverse Effect" means a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Contract and which act or event causes a material financial burden or loss to either Party;

23.1.41 "Non-Political Event" shall have the meaning set forth in Clause 14.2;

23.1.42 "NTP" means the notice to proceed issued by the Authority to the DTA under Clause 4.1.3

23.1.43 "Parties" means the parties to this Contract collectively and "Party" shall mean any of the parties to this Contract individually;

23.1.44 "Performance Security" shall have the meaning set forth in Article 9;

23.1.45 "Political Event" shall have the meaning set forth in Clause 14.4;

23.1.46 "Re.", "Rs." or "Rupees" or "Indian Rupees" or "INR" means the lawful currency of the Republic of India;

23.1.47 "DTA" shall have the meaning attributed thereto in the array of Parties hereinabove as set forth in the Recitals;

23.1.48 "DTA Default" shall have the meaning set forth in Clause 16.1.1;

23.1.49 "Project" means Development of Greenfield State Data Center at Gandhinagar (as defined and detailed in Schedule A);

23.1.50 "Scope of the Services" shall have the meaning set forth in Clause 2.1;

23.1.51 "Services" means the preparation of detailed design including architectural design, BOQ/Preliminary cost estimate, and, future expansion planning, providing technical inputs for the Project, and for supervising the technical parameters for the "Construction and Maintenance Agency(EPC CONTRACTOR)" to be appointed by the Authority for construction, operation and maintenance of the Project as defined in Schedule C)

23.1.52 "Site" means the area allocated for the Project and more specifically set out in Schedule A of the RFP;

23.1.53 "State" means the State of Gujarat and "State Government" means the government of that State;

23.1.54 "Suspension" shall have the meaning set forth in Clause 15.1;

23.1.55 "Taxes" means any Indian taxes including excise duties, customs duties, value added tax, sales tax, local taxes, cess and any impost or surcharge of like nature (whether Central, State or local) on the services ,charged, levied or imposed by any Government Instrumentality, but excluding

any interest, penalties and other sums in relation thereto imposed on any account whatsoever.
For the avoidance of doubt, Taxes shall not include taxes on corporate income;

- 23.1.56 "Tender Notice" shall have the meaning set forth in Recital 'C';
- 23.1.57 "Term" means the conditions set out in Article 3 of this Contract;
- 23.1.58 "Termination" means the expiry or earlier termination of this Contract hereunder;
- 23.1.59 "Termination Notice" means the communication issued in accordance with this Contract by one Party to the other Party terminating this Contract;
- 23.1.60 "PMC" means Project Management Consultant;

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED	SIGNED, SEALED AND DELIVERED
For and on behalf of AUTHORITY by:	For and on behalf of DTA by:

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

In the presence of

- 1.
- 2.

SCHEDULE A: SITE AND PROJECT

(Proposed location of the project is provided in RFP Volume I, Section 1)

GoG has envisaged to develop a Greenfield State Data Center at Gandhinagar. In this regard, GoG has designated a land near the State Emergency Operations Center (SEOC), Sector-18, Gandhinagar. The authority intends to develop a Greenfield State Data Center (SDC) ("Project") of a tentative plot area equivalent to 6,700 Sqmt. (may increase and/or decrease as per user requirements).

Brief description and minimum requirement of Project:

The proposed Greenfield State Data Centre (SDC) is envisaged to be developed as a state-of-the-art, secure, resilient, and scalable digital infrastructure facility equipped with modern data center technologies and supporting infrastructure to ensure uninterrupted operations, business continuity, and future expansion capabilities. The facility shall be designed as Tier-III compliant & Tier-IV ready Data Centre in compliance with applicable national and international standards for mission-critical infrastructure and shall comprise, but not be limited to, the following components:

- Data Halls with White Space for IT Racks and future scalability provisions
- Network Operations Centre (NOC) and Security Operations Centre (SOC)
- Server Rooms, Telecom Rooms, Meet-Me Rooms and Structured Cabling Infrastructure
- Disaster Recovery (DR) enablement infrastructure and Business Continuity facilities
- Administrative Offices with standard cabins and support spaces
- Conference Rooms, Training Rooms, Collaboration Spaces and Meeting Facilities
- Reception, Visitor Management and Frisking/Security Screening Area
- Loading Bay, Staging Area and Equipment Storage Rooms
- Utility Block comprising Electrical, Mechanical and ICT support systems
- Dedicated Power Infrastructure including HT/LT systems, Transformers, DG Sets, UPS Systems and Battery Rooms with 2N+1/2N redundancy as applicable
- Advanced Cooling Infrastructure including Chillers, Precision Air Conditioning and associated auxiliary systems
- Fire Detection, Fire Suppression and Life Safety Systems compliant with relevant standards
- Building Management System (BMS), Data Centre Infrastructure Management (DCIM) and Energy Management Systems
- Physical Security Systems including Access Control, CCTV Surveillance, Intrusion Detection and Perimeter Security
- Parking facilities as per statutory requirements
- Internal Roads, Landscaping and Site Development Works
- Boundary/Compound Wall (if applicable) with entry and exit gates
- Water Storage, Pumping Systems and Utility Services with required redundancies
- Renewable Energy integration provisions including Rooftop Solar PV Systems
- Solid and Liquid Waste Management Systems as per statutory requirements
- Space provisions for future expansion of Data Halls, Utility Infrastructure, NOC/SOC facilities and emerging technology deployments such as AI/HPC infrastructure, Edge Computing facilities and Cloud Enablement Platforms.
- Aesthetics façade-Exposed brick/concrete/glazed as per Client suitability.

All the above are indicative in nature and may be modified in further consultation with user.

SCHEDULE B: FORMAT OF PERFORMANCE SECURITY

Dated [●]

Authority

.....
.....
.....
.....

Dear Sir,

- a. We understand that [●], (the “DTA”) has been issued a Letter of Award (LOA) dated [●], bearing no. [●], by the Department of Science & Technology (the “Authority”) for Development of Greenfield State Data Center at Gandhinagar, as Design and Technical Agency in accordance with the Contract to be executed as per the format provided in RFP Vol II: Contract for development of Greenfield State Data Center at Gandhinagar (the “Contract”) whereby the DTA has undertaken to provide the Services, subject to and in accordance with provisions of the Contract.
- b. The Contract requires the DTA to furnish a Performance
- c. Security to the Authority in a sum of Rs. _____ (Rupees _____) (the “Guarantee Amount”) as security for due and faithful performance of its obligations, under and in accordance with the Contract, during the Term as per the provisions of the Contract.
- d. We [●], through our Branch at [●] (the “Bank”) have agreed to furnish this Bank Guarantee by way of Performance Security

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 performance of the DTA's obligations during the Term, under and in accordance with the Contract, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the DTA, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority 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 Authority, under the hand of an Officer duly authorized by the Chairman of the Authority, that the DTA has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Contract shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the DTA is in default in due and faithful performance of its obligations

during the Term under the Contract and its decision that the DTA is in default shall be final, and binding on the Bank, notwithstanding any differences between the Authority and the DTA, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the DTA for any reason whatsoever.

3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the DTA 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 Authority to proceed against the DTA before presenting to the Bank its demand under this Guarantee.
5. The Authority 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 DTA Contract or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the DTA contained in the Contract or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the DTA, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Contract and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the DTA or any other forbearance, indulgence, act or omission on the part of the Authority 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 Authority in respect of or relating to the Contract or for the fulfilment, compliance and/or performance of all or any of the obligations of the DTA under the Contract.
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 Authority on the Bank under this Guarantee, not later than 6 (six) months from the date of expiry of this Guarantee, all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Performance Security shall cease to be in force and effect till the subsistence of the Contract and provided the DTA is not in breach of this Contract. On successful completion of Term and upon request made by the DTA for release of the Performance Security along with the particulars required hereunder, duly certified by a statutory auditor of the DTA, the Authority shall release the Performance Security forthwith.
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing and declares 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 authorised 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 Authority 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 a period of [●] years or until it is released earlier by the Authority pursuant to the provisions of the Contract.

Signed and sealed this Day of 2026

SIGNED, SEALED AND DELIVERED

For and on behalf of the BANK

By:

Signature:

Name:

Designation:

Address:

SCHEDULE C: SCOPE OF SERVICES/TERMS OF REFERENCE OF DTA

The following are the Scope of Services/Work to be provided by the Design & Technical Agency-

The Tier-III compliant & Tier-IV ready Data Centre will be designed for a total capacity of 10 MW but will initially be operated at a load of up to 5 MW. The design should therefore adopt a modular and scalable approach, enabling the remaining capacity to be added in a phased manner without affecting the functionality of the commissioned phases.

I. Services during Design Consultancy Phase ("Design Consultancy Phase")

A. Site Analysis Report: -

The Design and Technical Agency (DTA) shall be responsible for carrying out a comprehensive Site Reconnaissance, Infrastructure Assessment, and Base Mapping, forming the foundational input for the site master planning, conceptual design development, preliminary engineering design (Architectural, Structural and MEPF, HVAC, IT (limited to Passive Network i.e. structured cabling, fiber infrastructure, patch panel, interconnects, labelling system and associate installation components) Services. The DTA shall ensure that all designs are based on a thorough understanding of the existing site conditions, constraints, and infrastructure. The scope shall include physical site visits, detailed reconnaissance surveys, identification of risks, and preparation of base documentation required to ensure informed, accurate, and compliant design and execution. The deliverables shall directly support sustainable, technically feasible, and regulation-compliant project development while minimizing implementation delays and cost overruns.

• Site Visit & Physical Verification: -

- a. The DTA shall carry out site visits of designated land of allotted for development of Greenfield State Data Centre (SDC) to physically verify ground conditions, infrastructure, terrain features, access points, vegetation, and presence of utilities.
- b. Site visits must be conducted by proposed team of architectural, engineering, and planning professionals in response to this RFP.
- c. Observations shall be recorded through geo-tagged photographs and site visit reports.
- d. All design and assessment outputs must be directly based on actual site conditions.

• Climatic and Environmental Assessment: -

- a. The DTA shall analyze climatic parameters such as sun path, wind direction, temperature variation, and rainfall patterns, relative humidity etc. to ensure climate-responsive and sustainable site planning.
- b. The agency shall obtain High Flood Level (HFL) data from competent authorities (the same has to be submitted to Authority) and assess flood risks and water table levels basis which site master plan and infrastructure shall be designed.

- c. The DTA shall study the existing vegetation, ecological features, and environmental sensitivities present on-site and integrate suitable conservation or mitigation measures in the design.
- Land Use and Regulatory Requirement Analysis:-
 - a. The DTA shall analyze zoning, land use, total permissible FSI, total parking requirements, permissible ground coverage, building height, margins, setbacks, open space, percolation well etc. as per CGDCR 2017 and submit statutory compliance report to the Authority prior to the preliminary design.
 - b. A summary of the surrounding land use pattern and its implications on the proposed development shall be included in the site assessment report and submit report to the Authority.
- Site Survey and Investigation & Mapping of Utilities: -
 - a. DTA shall carry out the site cleaning works/shrubs removal, dewatering/mud removal, make appropriate access to the land/plot/site, if required to undertake Site Investigations.
 - b. The DTA shall conduct a topographical survey, soil investigations, Vertical electric Sounding (VES) , Electro resistivity test (ERT), Plate load test (PLT) and all necessary analysis including applicable codes and regulations, to assess the site and submit the report to the Authority.
 - c. DTA shall prepare and submit Detailed service plans for circulation, entry-exit plans, personnel & material movement, public health and others including plans for transportation of movable and immovable components, machineries or equipment of the Project to and from the Project site and/or facilities as per requirement and compliance with national and local standards.
 - d. DTA shall prepare and submit a disaster management plan addressing potential site/project hazards, including floods, cyclones, earthquakes, heavy rainfall, fires, etc., as relevant, developed in compliance with the guidelines of the Gujarat State Disaster Management Agency.
 - e. The DTA shall collect data from relevant Authorities and identify and map all existing utilities—both overhead and underground—that cross or abutting the project site. This shall include but not be limited to electrical transmission lines, water supply pipelines, sewerage lines, stormwater drains, telecommunication lines, and gas pipelines, etc.
 - f. The agency shall include ownership details and alignment verification of these utilities in the infrastructure plan.
 - g. The utility mapping shall be prepared using CAD software/GIS software and submitted as part of the site development plan.
 - h. The agency shall assess the impact of these utilities on the proposed development and suggest suitable mitigation or re-routing measures to avoid interference with construction activities.

- i. The DTA shall identify the respective department, board, or Authority responsible for each utility and carry out due diligence by collecting relevant maps, records, and permissions. Liaison cost towards the same is to be borne by DTA.
 - j. The DTA shall liaison with the concerned officials of these bodies, collect the contact details of responsible officers, and support Authority for formal communication with them to support necessary shifting or protection measures.
 - k. The DTA shall assist PMC in preparing all required documentation, including letters, drawings, or technical notes, for submission to the respective bodies for approvals or actions required for relocation or safeguarding of such utilities
 - l. DTA shall identify or assess the need of additional services to be laid down e.g. additional express feeders for power, water etc. and inform Authority at the time of preliminary engineering design phase in advance so that services could be obtain and integrated with the construction.
- Road Access and Movement Logistics
 - a. The Design and Technical Agency (DTA) shall carry out a comprehensive assessment of all approach roads leading to the project site, including existing access points, carriageway width, surface condition, gradient, and load-bearing capacity.
 - b. The agency shall evaluate feasibility for movement of heavy construction equipment, materials, and trucks, including turning radius and designated entry and exit points.
 - c. The DTA shall identify the nearest major roads, highways, or arterial routes and assess their connectivity to the project site to ensure suitability for construction logistics and long-term site access.
 - d. The DTA shall coordinate with the local municipal authority or road-owning agency to obtain relevant maps, drawings, or approvals concerning existing or proposed road infrastructure in the area.
 - e. The agency shall provide recommendations for temporary or permanent improvements to access roads and internal site circulation to ensure smooth construction operations and efficient site logistics planning.
 - f. Any identified constraints related to logistics and mobility shall be addressed with feasible recommendations in the report.
- Base Map Preparation:-
 - a. The DTA shall prepare a detailed geo-referenced base map of the project site using CAD/GIS platforms.
 - b. The base map shall include spatial delineation of natural drains, contour lines, existing roads, crop areas, electrical lines, gas pipelines, natural slope and encroachments, etc.
 - c. The base map shall incorporate the High Flood Level (HFL) marking and be supported with site photographs and relevant authority data.
- Site Infrastructure and Condition Assessment

- a. The DTA shall submit a detailed infrastructure assessment report including information on road access, sewerage systems, stormwater drainage, sump details, electrical connectivity, and water supply.
- b. The report shall identify infrastructure gaps or potential challenges and outline mitigation strategies to avoid delays during the design and construction phases.

B. Concept Drawing Development:-

- The DTA shall prepare and submit conceptual design in concurrence with the vision of the Authority and based on the requirement of the Authority and as described in RFP Vol I under section 1 .
- DTA shall prepare and submit the statutory parameters and its compliance matrix as per CGDCR 2017 (incl. but not limited to Plot Area, Permissible FSI, Premium FSI, Ground Coverage, Margin & Setbacks, Parking, building height etc.) as applicable on the proposed land parcel.
- The conceptual drawing of SDC facility shall include site master plan with all the external services, landscapes, internal road with Reduced Levels, compound wall with height from internal road level, entry & exit gates, security office, drainage, utility block, floor wise building architectural plan, section and elevation.
- The conceptual drawing must be based on design principles of a Tier-III compliant & Tier-IV ready Data Centre Infrastructure (in accordance with Uptime Institute tier III/IV and/or TIA 942 standards) incorporating reliability and redundancy requirements (2N/2N+1 architecture), energy optimization strategies (including PUE optimization PUE < 2.0), Green building practices targeting a minimum IGBC Gold rating, and compliance with ASHRAE 90.4. guidelines.
- DTA shall incorporate principles of water conservation, use of non-conventional energy sources, energy conservation and efficiency, low pollution, water recycling and hazard/disaster mitigation while planning infrastructure and services.
- The DTA shall carry out their own assessment and propose innovative concept and design such that maximum possible extent of the available land area is utilized with adequate provision of area spared for future expansion.
- DTA shall prepare and submit area statements of each room and building blocks including utilities with mentioning total built up area proposed against total permissible built up, total consumed FSI against total permissible FSI, percentage of ground coverage with respect to total plot area, area provisioned for parking, area provisioned for common plot. DTA shall also prepare and submit built up area, FSI remained for future provision.
- DTA shall prepare and submit preliminary/block cost estimate based on submitted conceptual drawings which shall include cost of building trade wise (Civil works, Finishing works, IT works (limited to Passive Network i.e. structured cabling, fiber infrastructure, patch panel, interconnects, labelling system and associate installation components) & MEPF works both high side and low side, HVAC system, BMS/EMS system) based on CPWD PAR 2025 / market rate incl. GST and other applicable taxes & duties for budgetary approval.

- DTA shall submit approved conceptual drawings hard copies (3sets) for the final sign off by the Authority.

C. Preliminary Engineering Design Development:-

- The preliminary engineering design shall commence after approval and signing off of the Concept Drawing Development by the Authority.
- DTA shall prepare & submit baseline schedule of drawings with start time & finish time in concurrence with contractual time line in the format mutually agreed by the Authority/ Authorities' representative and DTA.
- DTA shall prepare and submit Detailed Design Basis Report of Architectural Design, earthquake resistant Structural Design basis the prevailing seismic zone and Mechanical, Electrical, Plumbing & Fire ("MEPF") design (both low side and high side), IT works (limited to Passive Network i.e. structured cabling, fiber infrastructure, patch panel, interconnects, labelling system and associate installation components), ELV design, HVAC system (precision cooling design with CFD analysis) BMS/EMS, external utilities & services well supported with all technical calculations, simulations, models and analysis that shall include but not limited to structural load, electrical load, heat load, CFD analysis, energy modelling water balance calculations, LUX calculation etc. that shall form the basis of detailed design for EPC Contractor.
- DTA shall prepare and submit preliminary/basic architectural layout drawings (floor wise architectural plan with elevation & section of rooms, white spaces, grey spaces, support spaces and façade of building) with all flooring, roof/ceiling, furniture, progressive/non progressive partition, door window schedule, lift system, fire exit, staircase with cabin, block work, railings, toilet cubicles and finishes.
- DTA shall prepare and submit preliminary engineering design & drawings (including schematics, single line diagram, network architecture, GA drawings, P&ID's) of architectural, structural, HVAC system , MEPF (both high side and low side), IT works (limited to Passive Network i.e. structured cabling, fiber infrastructure, patch panel, interconnects, labelling system and associate installation components), ELV , BMS/EMS and external services and utilities i.e. landscapes, hardscapes, internal roads, entry & exit gates, security office, storm water and sewage drainage, utility block, compound wall if applicable.
- DTA shall prepare and submit earthquake resistant structural design and drawings considering all type of loads applicable on building blocks (building block wise and floor wise structural drawings with all type column & beam grid details, shear walls etc. of white space, grey space, service space etc.), Compound wall (if applicable) and all internal and external services with Material of Construction (MOC) in consideration with latest applicable local earthquake resistant design codes.
- DTA shall prepare and submit structural analysis model on STAAD Pro and/or E-tabs and/or REVIT and/or any other software that could be integrated with Building Information Model (BIM).
- DTA shall prepare and submit preliminary/basic engineering drawings of Architecture & Department of Science and Technology | Greenfield State Data Centre

Structure, MEPF & HVAC system using specialized software like (Etab/Autodesk CAD/Revit, BIM 360 (min. LOD 300) , CFD simulations (ANSYS/ 6 Sigma DCX), Power design tools (ETAP, SKM Power tools) along with all necessary simulations, models and calculations.

- DTA shall prepare and submit reflected ceiling plan (RCP) and coordinated drawings with all services.
 - DTA shall prepare and submit clash free interdisciplinary coordinated engineering design using Building Information Model (BIM) model of at least Level of Development (“LOD”) 300 for clash detection and ensure no and/or zero conflicts/clashes of services.
 - The DTA shall prepare and submit basic service plans related to water supply, sewerage, storm water drainage, solid waste management, external fire hydrants schemes, roads, street lighting, external lighting, electrical trenches and other specialized services with reduced levels. This level shall be maintained by the EPC Contractor.
 - DTA shall prepare and submit basic personnel and material movement plan with detailed Standard Operating Procedures.
 - The DTA shall be responsible for undertaking liaison with concerned departments for obtaining the Development Permission from applicable development Authority, Consent to Establish (CTE), Forest cutting, AAI No Objection Certificate (NOC), ONGC NOC , Power Connection Feasibility and all other applicable pre construction, construction and post construction statutory approvals. Further to clarify, Statutory application fee towards obtaining such clearance would be borne by the Authority.
 - DTA shall submit undertaking that basic engineering designs and drawings as submitted by them are complete in all respects and sufficient for initiating detailed engineering design by the EPC contractor and are in compliance with the prevalent country norms and standards and good industry practices.
 - The DTA shall prepare and submit 3D render image [minimum 20 (10 exterior and 10 interior) non repetitive views from different perspectives] and realistic walkthrough video of 3-4 minute in length with appropriate annotation and narration of interior and exterior for comprehension of the Authority.
 - DTA shall prepare and submit trade wise/services wise (Civil , Architecture, Structure , MEPF Works, IT works (limited to Passive Network i.e. structured cabling, fiber infrastructure, patch panel, interconnects, labelling system and associate installation components), BMS/EMS, ELV systems, HVAC systems) detailed technical specifications in concurrence with any applicable Government Resolutions, Government Guidelines, applicable standard codes of practice and Good Industry Practices, necessary calculation sheet, trade wise/services wise (Civil & MEPF Works) make list (with minimum 3 makes for each line item), necessary single line diagrams, P&ID, general arrangement drawings, necessary schedules, trade wise/services wise (Civil , Architecture, Structure , MEPF Works, BMS/EMS, ELV systems, HVAC systems) Scope of Works of EPC Contractor for the approval of Authority.
 - DTA shall be responsible for preparing preliminary but realistic cost estimate and Bill of Quantities in concurrence the approved basic engineering drawings, technical
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specifications, basis of designs, approved make as part of the deliverables under this Contract.

- BOQ must be in accordance with applicable District Schedule of Rates (SOR) of the Government of Gujarat (GoG), (R&B SOR), the Delhi Schedule of Rates (DSR) and prevailing market rates duly supported from three quotations from OEM's,/SI/ Authorized representatives with all justifications and market rate analysis.
- The DTA shall also present a comparative analysis of item-wise costing derived from all three sources and submit clear recommendations to the Authority, indicating whether each item should be adopted based on SOR, DSR, or market rate, along with appropriate technical and financial justification.
- The DTA shall be solely liable for any consequences arising from underestimation or overstatement of quantities, rates, or scope in the cost estimates, and the Authority shall not be held responsible for any claims arising therefrom in accordance with this Contract.
- DTA shall submit the preliminary integrated engineering design of the IT components basis the inputs provided in Schedule F.
- DTA shall prepare and submit the design of services (Civil, Architecture, Structure , MEPF Works, IT works (limited to Passive Network i.e. structured cabling, fiber infrastructure, patch panel, interconnects, labelling system and associate installation components) BMS/EMS, ELV systems, HVAC systems) .
- The Tier-III compliant & Tier-IV ready Data Centre will be designed for a total capacity of 10 MW but will initially be operated at a load of up to 5 MW. The design should therefore adopt a modular and scalable approach, enabling the remaining capacity to be added in a phased manner without affecting the functionality of the commissioned phases.
- All basic/preliminary engineering design to be submitted by DTA must comply with Tier III compliant & Tier IV ready (in accordance with Uptime Institute tier III/IV and/or TIA 942)
- DTA shall required to submit hard copies (3sets) of all approved deliverables for the final sign off by the Authority.

D. Preparation of Technical Annexures for Selection of Construction and Maintenance Agency and issuance of the LOA

- DTA shall prepare and submit all Technical Annexures including but not limited to Service wise (Civil , Architecture, Structure , MEPF Works, IT works(limited to Passive Network i.e. structured cabling, fiber infrastructure, patch panel, interconnects, labelling system and associate installation components), BMS/EMS, ELV systems, HVAC systems) basic engineering drawings, Service wise (Civil , Architecture, Structure , MEPF Works, IT works (limited to Passive Network i.e. structured cabling, fiber infrastructure, patch panel, interconnects, labelling system and associate installation components), BMS/EMS, ELV systems, HVAC systems technical specifications and Service wise (Civil , Architecture, Structure , MEPF Works, IT works, BMS/EMS, ELV systems, HVAC systems make list, Service wise (Civil , Architecture, Structure , MEPF Works, IT works (limited to Passive Network i.e. structured cabling, fiber infrastructure, patch panel, interconnects, labelling system and associate installation components), BMS/EMS, ELV systems, HVAC systems preliminary cost estimation, Service wise (Civil , Architecture, Structure , MEPF Works, IT works (limited to

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Passive Network i.e. structured cabling, fiber infrastructure, patch panel, interconnects, labelling system and associate installation components), BMS/EMS, ELV systems, HVAC systems preliminary Bill of Quantities (BOQ), Service wise (Civil , Architecture, Structure , MEPF Works, IT works (limited to Passive Network i.e. structured cabling, fiber infrastructure, patch panel, interconnects, labelling system and associate installation components), BMS/EMS, ELV systems, HVAC systems) Scope of Work of EPC Contractor, Material of Construction (MOC), man power deployment schedule of maintenance phase for Contractor.

- Develop detailed design basis report, technical specifications and performance standards for all materials, components, and systems to be used by EPC Contractor as a basis of detailed design , ensuring that they meet the required standards for quality, performance, IGBC Gold ratings/ASHRAE 90.4 and sustainability.
- Outline the scope of work for the EPC Contractor, detailing all tasks, deliverables, timelines, and performance criteria, providing a clear and comprehensive framework for the execution phase of the project.
- Assist the Authority during the pre-bid meetings and in the preparation of response against the queries during pre-bid meetings.
- The DTA shall estimate and provide details of manpower to be deployed by Contractor during Maintenance Phase along with minimum qualification, experience, skill set and number of personnel.

E. Detailed Project Report – Non IT Components

Civil , Architecture, Structure , MEPF Works, IT works (limited to linked to Passive Network i.e. structured cabling, fiber infrastructure, patch panel, interconnects, labelling system and associate installation components), BMS/EMS, ELV systems, HVAC systems- The DTA shall prepare and submit Detail Project Report for the approval of Authority which shall consist of following:

- Introduction of facility
- Vision, Goal, Objection of Department of Science and Technology for establishing Green field Data Centre
- Key features / highlight of the facility
- Site Location and Geographical Context
- Base map- Land use zoning, statutory compliance report
- Site Master Plan
- Conceptual Architectural Drawings
- A coordinated and clash free set of approved engineering drawings including site master plan, building block wise architectural layout/drawings, basic engineering drawings of Civil works, structural works, MEPF system (incl. low side & high side), HVAC system (CRAH/CRAC), ELV system, BMS/EMS system, IT works (limited to Passive Network i.e. structured cabling, fiber infrastructure, patch panel, interconnects, labelling system and associate installation components),external services (Security office, OHC, entrance and

exit Gate, façade systems).

- Design Basis Report of Architectural, Civil, MEPF system (incl. low side & high side), HVAC system (CRAH/CRAC), ELV system, IT works (limited to Passive Network i.e. structured cabling, fiber infrastructure, patch panel, interconnects, labelling system and associate installation components), BMS/EMS system.
- Technical specifications/Performance Standards of Architectural, Civil, MEPF system (incl. low side & high side), HVAC system (CRAH/CRAC), ELV system, IT works (limited to Passive Network i.e. structured cabling, fiber infrastructure, patch panel, interconnects, labelling system and associate installation components), BMS/EMS system.
- Approved make of items of Architectural, Civil, MEPF system (incl. low side & high side), HVAC system (CRAH/CRAC), ELV system, IT works (limited to Passive Network i.e. structured cabling, fiber infrastructure, patch panel, interconnects, labelling system and associate installation components), BMS/EMS system.
- Summary of cost (Architectural, Civil, MEPF system (incl. low side & high side), HVAC system (CRAH/CRAC), ELV system, IT works (limited to Passive Network i.e. structured cabling, fiber infrastructure, patch panel, interconnects, labelling system and associate installation components), BMS/EMS system.
- Preliminary cost estimation/ BOQ with line item description (Architectural, Civil, MEPF system (incl. low side & high side), HVAC system (CRAH/CRAC), ELV system, IT works (limited to Passive Network i.e. structured cabling, fiber infrastructure, patch panel, interconnects, labelling system and associate installation components), BMS/EMS system.
- The DTA shall ensure that all drawings and specifications comply with relevant building codes, regulations, and standards, IGBRC Gold ratings, including local building regulations and environmental requirements ASHRAE 90.4.

II. Services during Construction Phase ("Construction Phase")

A. Obligation of Design and Technical Agency (DTA) during Construction Phase

A1: Detailed Design Phase during Construction stage by EPC Contractor

It is envisaged that

- DTA shall critically check all the detailed design, drawings, calculations, analysis , proposal and any relevant documents submitted by the EPC Contractor in accordance with the terms and conditions of the RFP for appointment of EPC Agency and report about its conformance with the same. In case there are any deviations from the said criteria, the same shall be highlighted and EPC Contractor shall be directed to revise the relevant design/drawing document.
- DTA shall actively monitor, review, scrutinize and approve detailed design and construction drawings submitted by the EPC Contractor. DTA shall perform proof checking and vetting of structural drawings prepared by EPC Contractor and approve the same to EPC Contractor for developing shop/ execution (GFC) drawings. (The requirements of structure are not to be diluted on following this system considering the critical nature of facility).

- DTA shall review and approve all the Good for construction (GFC) drawings submitted by EPC CONTRACTOR and provide recommendations for execution.
- DTA shall review & approve all the liaison drawings and confirm their approval to Authority in writing (email and/or letter) required to obtain necessary preconstruction & postconstruction approvals.
- DTA shall assist Authority in undertaking Kick Off Meeting with EPC Contractor.
- DTA shall review and approve documentation prepared by EPC Contractor for the statutory approval, regulatory inspections and providing support for clearance.
- DTA shall assist EPC Contractor in obtaining temporary power connections, water supply connection, all licenses and permits as per applicable statutory norms necessary for construction and maintenance purpose.
- DTA shall review and approve the baseline schedule of detailed design phase and execution phase as submitted by the Contractor for final approval of the Authority.
- DTA shall be responsible for reviewing and approving the work breakdown structure, tracked and crashed schedule as prepared and submitted by the Contractor.
- DTA shall ensure and confirm that all detailed engineering drawings as submitted by EPC Contractor must be TIA 942/ Uptime Institute Tier III/IV compliant and all other applicable standards and norms.
- DTA shall assist in preparation of the Document control index (DCI) of detailed design phase of EPC contractor (to be prepared by EPC Contractor) which shall consist of trade wise details of drawings to be prepared, drawing number, weightage (in terms of value of detailed design phase) of each trade (mutually decided by Authority, DTA & EPC) . The DCI shall be approved by the Authority.

A2: Site Supervision, Progress Monitoring, and Schedule Review

- DTA shall review execution of works at site in compliance with the approved tender technical requirements of the EPC Contract and shall approve Planning & Design Memorandum
- DTA shall review and approve the detailed Project Execution Strategy / Baseline Schedule/ Plan, including construction and O&M schedules, detailed procurement plans, and resource allocation submitted by EPC Contractor, ensuring that the project is well-planned and ready for execution.
- The DTA shall submit fortnightly, monthly and quarterly report to the Authority on status of construction works with respect to the agreed schedule. The reports must include the following:
 - o Construction progress – Planned vs actual (Any modifications/ extensions/ variations shall be included)
 - o Details of any non-compliance and corrective actions taken
 - o Submitted & Approved GFC drawings/ revisions

- o Witness and Approval of materials, sources of materials, trial mix and mix designs
 - o Material consumption records.
 - o Labour utilization record.
 - o DTA shall prepare & recommend manpower augmentation strategy for delay mitigation
 - o Independent quality checks and measurements towards the realization of milestones.
 - o Laboratory and field tests results including independent tests, along with a detailed quality control test statement
 - o Approval of Environmental, health and Safety (EHS) report
 - o Approval of Emergency Action Plan (EAP) for key services (With first monthly report)
 - o Periodic mock drill reporting
 - o Work scheduled for next month
 - o Site visit images and highlights of major activities
 - o Highlights of any possible risks and mitigations methods and their impact on schedule and project cost
 - o DTA approved hindrance or delay or any other issue register entries by execution agency (EPC CONTRACTOR)
 - o Periodic Safety and quality audit reports on quarterly basis.
 - o Develop and Maintain a common shared portal of project management in consultation with PMC during the construction stage.
 - o Final detailed supervision and reporting mechanisms shall be finalized and approved by the Authority.
- DTA shall submit the monthly progress report latest by 7th working day of each month for the preceding month.
 - DTA shall review and approve the As-built drawings submitted by the EPC Contractor and provide resolution towards any issue regarding the design during the execution phase.

A3: Site Inspection, Quality Assurance and Testing

- DTA shall be responsible for checking of works based on request for inspection of works generated by the EPC Contractor on a regular basis.
- DTA shall be responsible for deploying resources meeting minimum educational and professional qualification as outlined in the Schedule E of DTA Contract during the entire project term.
- DTA shall be responsible for checking and approval of workshop drawings as prepared and submitted by EPC Contractor.
- DTA shall be responsible for vetting of works executed at site and certify the bills of EPC

Contractor and submit their recommendations of payment to the Authority in accordance with EPC Contract.

- DTA shall witness all the test that shall include but not limited to on site test, third party test in labs approved by the Authority, factory acceptance test of equipment etc.
- DTA shall undertake design coordination meeting on weekly basis with EPC Contractor during detailed design phase and provide resolution of the queries sought by the EPC Contractor.
- DTA shall review the Material Approval Request of each line items and ensure its compliance with Tender Technical Specifications and then approve the same for final approval of the Authority.
- The DTA shall estimate and provide details of manpower to be deployed by Contractor during Maintenance Phase along with minimum qualification, experience, skill set and number of personnel.

A4: Coordination, Meetings and Design Clarifications

- Resolve queries, wherever necessary clarify and design, offer interpretation of the drawings/specifications, attend conference and meeting to ensure that project proceeds generally in accordance with the conditions of contract.
- The DTA shall be required to participate in all meetings as and when sought by the Authority. During work stages, the Authority expects to hold periodic/weekly meetings at work site or as required post commencement of work to ensure that work is being executed as per design intent and drawings.
- The DTA shall establish and manage a Quality Assurance system to oversee the project's quality, including the approval of materials and evaluation of mix designs to ensure compliance with the Authority's standards. They are responsible for the day-to-day monitoring and control of work quality, maintaining records as directed by the Authority, and verifying the satisfactory completion of milestones and interim work as per contract requirements.
- The DTA must ensure the implementation of sustainable construction practices and ensure the project's long-term environmental viability.
- Review and approve AS BUILT drawings of EPC contractors.

A5: Completion, Handover and Maintenance Support

- In the event that the EPC Contractor carries out any remedial works for removal or rectification of any defects or deficiencies, the DTA shall require the EPC Contractor to carry out, or cause to be carried out, tests to determine that such remedial works have brought the Construction Works into conformity with the Specifications and Standards
- The DTA shall assist and advise the Authority on necessary advance actions for the handover of the site and to achieve project milestones according to the schedule. The DTA shall also support the EPC Contractor in obtaining the Project Completion certificate from the Authority following a successful test run and commissioning of the Project. This

includes inspecting the completed works upon receiving a notice and advising the Authority whether the EPC CONTRACTOR has fulfilled all its obligations and if a completion certificate can be issued.

- The DTA shall approve the Operations and Maintenance Manual prepared and submitted by the EPC Contractor.
- The DTA shall assist the EPC Contractor to develop detailed checklists and formats for Authority to monitor operation and maintenance obligations of the EPC Contractor as a part of the Maintenance Manual development by EPC Contractor.
- The DTA must approve and support EPC Contractor with preparation of a comprehensive maintenance report for data centre, encompassing a checklist and an Emergency Action Plan (EAP) for key services such as water supply, electrical supply, sewage and drainage, fire protection, visitor safety and security, exhibit security, along with detailed actionable points for malfunctions or accidents, mitigation measures, action points, to-do lists, and KPIs for each critical activity, in accordance with the Operations and Maintenance Manual.
- The DTA shall verify, and if necessary, order correction of, the as-built drawings (if any) supplied by the EPC Contractor ;
- DTA shall assist the Authority in taking over the works from the EPC Contractor for each section, in particular by preparing list of punch-points and deficiencies which need to be corrected/completed.

The following are the minimum deliverables that the DTA must provide as per the Scope mentioned in Terms of Reference (I) above-

Sr. No	Schedules	Deliverables (including but not limited to and after due approval of the Authority)-Minimum requirement
1	Scope of Services/Obligation of DTA as per Schedule C- I. A.	Detailed Site Analysis Report with Geotechnical Investigation and all other applicable tests reports, Base map, Coordinated KML/KMG file of land parcel
2	Scope of Services/Obligation of DTA as per Schedule C- I. B.	Concept Drawings with Site Master Plan, Conceptual architectural floor plan of all buildings, preliminary cost estimate of works (trade wise- Civil Works, MEPF Works HVAC System, ELV System, IT (limited to Passive Network system), Statutory compliance report as per CGDCR - 2017,Area statements room wise/building block wise, baseline schedule of preliminary/basic engineering drawings
3	Scope of Services/Obligation of DTA as per Schedule C- I. C and as per Schedule C-I. D	Preliminary/basic engineering Design & drawings of all buildings, compound wall (if applicable), external services– Trade wise (Architectural, Civil, Structural, MEPF, HVAC System, ELV System, IT (limited to Passive Network), Tender Drawings incl. P&ID's GA drawings, Network Architecture, single line diagrams (SLD's) , 3 D render image (interior & exterior), Walkthrough (interior & exterior) with appropriate annotations and narration, BIM model (LOD 300) with no clash, Staad Pro Model, Design basis reports trade wise, liaison for preconstruction approvals.

Sr. No	Schedules	Deliverables (including but not limited to and after due approval of the Authority)-Minimum requirement
		Technical Annexure for the appointment of EPC Contractor-Trade wise Estimate, BOQ with rate, Summary of cost with all backups (relevant SOR and/or DSR and/or Market rate analysis with minimum three quotations), Technical Specifications, Schedule of materials and finishes of all building and/ or components of the project including infrastructure and services and a list of recommended makes/ manufacturers/ suppliers (minimum 3 makes against each line item), trade wise methodology of works, trade wise detailed scope of work of EPC Contractor, scope of work of EPC Contractor during O&M period, manpower deployment schedule for Contractor during O&M period, summary of year on year cost of O&M for a period of 3 years with appropriate detailing. Technical Specifications, Schedule of materials and finishes of all building and/ or components of the project including infrastructure and services and a list of recommended makes/ manufacturers/ suppliers (minimum 3 makes against each line item), trade wise methodology of works, trade wise detailed scope of work of Contractor, scope of work of Contractor during O&M period, manpower deployment schedule for Contractor during O&M period, summary of year on year cost of O&M for a period of 3 years with appropriate detailing
4	Scope of Services/Obligation of DTA as per Schedule C- I. E	Detailed Project Report with all drawings, design basis report (DBR), trade wise- layouts and basic engineering drawings, technical specifications, detailed costing of Construction and O&M Phase.
Note: Notwithstanding anything stated above, the DTA is responsible for the complete scope of works as mentioned in Terms of Reference of RFP Volume II (Draft Contract)		

SCHEDULE D: CONTRACT FEE DISBURSEMENT

A) Disbursement of Contract Fee:

Subject to the terms of the Contract, the Authority agrees to provide to the Contractor, a fee of [●] inclusive of GST, but subject to income tax deduction at Source as per applicable laws for Services set out in Schedule C in accordance with the provisions of this Schedule D.

The Contract Fee shall be disbursed by way of credit of the relevant amount to the DTA and shall be paid upon achievement of the Project Milestone as specified below. The Contract Fee shall include applicable Goods and Service Tax (GST) and all other applicable taxes and duties under the Applicable Laws.

Payment Milestones linked to the specified deliverables is given below:

Payment Milestones	Particulars	% of Contract Fee
Fee to be paid during Design Consultancy Phase ("Phase I Fee")		
1.	Approval of detailed site analysis reports specified in Schedule C-I A and upon approval of conceptual architectural/civil layout, area statement, site master plan and statutory compliance matrix — Schedule C-I B.	5%
2.	Approval of preliminary/basic engineering design and drawings of architectural, civil, structural design, MEPF, HVAC and IT designs, detailed master plan, 3D renders and walkthrough, preliminary; calculations, DBR, BIM model, estimates cost incl. O&M — Schedule C-I C.	15%
3.	Approval of technical annexures of EPC tender: scope across design/execution/O&M, trade specifications and make list — Schedule C-I D and upon approval of the Detailed Project Report — Schedule C-I E.	25%
4.	Selection and LOA to EPC Contractor; disbursed on pro-rata basis (no. of execution work package). 50% less payments made under Stages 1–3.	50% - cumulative of payment disbursed in Stages (1 to 3)
Fee to be paid during Construction Phase ("Phase II Fee")		
5.	Detailed-design payment pro-rata to DTA-approved drawings versus total EPC drawings under approved DCI — Schedule C-II A.A1.	5%
6.	Construction Stage- Payment during construction stage shall be as follows:-	30%
6A	Civil Works – Weightage in terms of total value of BOQ (excl. taxes)	15%
6A.1	Upon completion of civil works by the EPC Contractor of value equals to 30% of total value of approved BOQ of Civil and upon certification by the DTA of the corresponding value of the completed works.	30%

Payment Milestones	Particulars	% of Contract Fee
6A.2	Upon completion of civil works by the EPC Contractor of cumulative value equals to 60% of total value of approved BOQ of Civil and upon certification by the DTA of the corresponding value of the completed works.	30%
6A.3	Upon completion of civil works by the EPC Contractor of cumulative value equals to 100% of total value of approved BOQ of Civil and upon certification by the DTA of the corresponding value of the completed works.	40%
6B	Electrical Works- Weightage in terms of total value of BOQ (excl. taxes)	30%
6B.1	Upon completion of electrical works by the EPC Contractor of value equals to 30% of total value of approved BOQ of electrical works and upon certification by the DTA of the corresponding value of the completed works.	30%
6B.2	Upon completion of electrical works by the EPC Contractor of cumulative value equals to 60% of total value of approved BOQ of electrical and upon certification by the DTA of the corresponding value of the completed works.	30%
6B.3	Upon completion of electrical works by the EPC Contractor of cumulative value equals to 100% of total value of approved BOQ of electrical and upon certification by the DTA of the corresponding value of the completed works.	40%
6C	Mechanical & HVAC works- Weightage in terms of total value of BOQ (excl. taxes)	25%
6C.1	Upon completion of Mechanical & HVAC works by the EPC Contractor of value equals to 30% of total value of approved BOQ of Mechanical & HVAC and upon certification by the DTA of the corresponding value of the completed works.	30%
6C.2	Upon completion of Mechanical & HVAC works by the EPC Contractor of cumulative value equals to 60% of total value of approved BOQ of Mechanical & HVAC and upon certification by the DTA of the corresponding value of the completed works.	30%
6C.3	Upon completion of Mechanical & HVAC works by the EPC Contractor of cumulative value equals to 100% of total value of approved BOQ of Mechanical & HVAC and upon certification by the DTA of the corresponding value of the completed works.	40%
6D	Fire detection & Fire Suppression/fighting- Weightage in terms of total value of BOQ (excl. taxes)	5%
6D.1	Upon completion of Fire detection & Fire Suppression/fighting works by the EPC Contractor of value equals to 30% of total value of approved BOQ of Fire detection & Fire Suppression/fighting and upon certification by the DTA of the corresponding value of the completed works.	30%
6D.2	Upon completion of Fire detection & Fire Suppression/fighting works by the EPC Contractor of value equals to 60% of total	30%

Payment Milestones	Particulars	% of Contract Fee
	cumulative value of approved BOQ of Fire detection & Fire Suppression/fighting and upon certification by the DTA of the corresponding value of the completed works.	
6D.3	Upon completion of Fire detection & Fire Suppression/fighting works by the EPC Contractor of value equals to 100% of total cumulative value of approved BOQ of Fire detection & Fire Suppression/fighting and upon certification by the DTA of the corresponding value of the completed works.	40%
6E	IT infrastructure- Passive & Active Network- Weightage in terms of total value of BOQ (excl. taxes)	10%
6E.1	Upon completion of IT infrastructure- Passive & Active Network works by the EPC Contractor of value equals to 30% of total value of approved BOQ of IT infrastructure- Passive & Active Network and upon certification by the DTA of the corresponding value of the completed works.	30%
6E.2	Upon completion of IT infrastructure- Passive & Active Network works by the EPC Contractor of cumulative value equals to 60% of total value of approved BOQ of IT infrastructure- Passive & Active Network and upon certification by the DTA of the corresponding value of the completed works.	30%
6E.3	Upon completion of IT infrastructure- Passive & Active Network works by the EPC Contractor of cumulative value equals to 100% of total value of approved BOQ of IT infrastructure- Passive & Active Network and upon certification by the DTA of the corresponding value of the completed works.	40%
6F	Security & BMS- Weightage in terms of total value of BOQ (excl. taxes)	5%
6F.1	Upon completion of Security & BMS works by the EPC Contractor of value equals to 30% of total value of approved BOQ of Security & BMS and upon certification by the DTA of the corresponding value of the completed works.	30%
6F.2	Upon completion of Security & BMS works by the EPC Contractor of value equals to 60% of total cumulative value of approved BOQ of Security & BMS and upon certification by the DTA of the corresponding value of the completed works.	30%
6F.3	Upon completion of Security & BMS works by the EPC Contractor of value equals to 100% of total cumulative value of approved BOQ of Security & BMS and upon certification by the DTA of the corresponding value of the completed works.	40%
6G	Plumbing Works & other miscellaneous items- Weightage in terms of total value of BOQ (excl. taxes)	10%
6G.1	Upon completion of Plumbing Works & other miscellaneous works by the EPC Contractor of value equals to 30% of total value of approved BOQ of Plumbing Works & other	30%

Payment Milestones	Particulars	% of Contract Fee
	miscellaneous and upon certification by the DTA of the corresponding value of the completed works.	
6G.2	Upon completion of Plumbing Works & other miscellaneous works by the EPC Contractor of value equals to 60% of total cumulative value of approved BOQ of Plumbing Works & other miscellaneous and upon certification by the DTA of the corresponding value of the completed works.	30%
6G.3	Upon completion of Plumbing Works & other miscellaneous works by the EPC Contractor of value equals to 100% of total cumulative value of approved BOQ of Plumbing Works & other miscellaneous and upon certification by the DTA of the corresponding value of the completed works.	40%
7.	Validation and certification of the facility by Uptime Institute or as specified by the Authority.	10%
8.	Three months after facility Go-Live; 50% less payments made under Stages 5–7.	50% - cumulative of payment disbursed in Stages (5 to 7)

Note:

- i. Subject to the terms of this Contract, the Fee under Sr. No. 5 during Construction Phase of the project, shall be paid by the Authority to the DTA on the pro rata basis of total no. of detailed engineering drawings approved by DTA as prepared and submitted EPC and based on approved DCI.
- ii. Subject to the terms of this Contract, the Fee under Sr. No. 6 during Construction Phase of the project, shall be paid by the Authority to the DTA with respect to corresponding milestones and trade weightage.
 - a. 10% retention shall be deducted from each invoice of construction stage and shall be released after closing, completion, rectification of all snag/punch list as notified by them to the EPC Contractor or three months after facility go-live whichever is later.
 - b. DTA shall submit a certificate to Authority on letter head that all snag points have been rectified by EPC Contractor as notified by them during the course of project.
- iii. The DTA hereby acknowledges and agrees that it is not entitled to any revision of the Contract Fee or other relief from the Authority except in accordance with the express provisions of this Contract.
- iv. The Authority would be entitled to deduct a portion of the Contract Fee due to the DTA if the DTA fails to meet its obligations under the Contract.
The Completion timelines for each of the stages shall be as shown in the below Table and shall exclude any additional time taken by the Authority in reviewing the detailed designs and drawings.

Timeline for Completion of Design Phase Deliverables:

Sl. No	Stages of Completion of Project	Timeline (days)
1	Final submission of site analysis report which shall constitute all the reports mentioned in Schedule C- I A.	T+20
2	Final submission of conceptual drawings and preliminary cost estimation as per the scope outlined Schedule C- I B.	T+45
3	Final submission of Preliminary/basic engineering Design & drawings of all buildings, compound wall (if applicable), external services– Trade wise (Architectural, Civil, Structural, MEPF, HVAC System, ELV System, IT (limited to Passive Network), Tender Drawings incl. P&ID's GA drawings, Network Architecture, single line diagrams (SLD's) , 3 D render image (interior & exterior), Walkthrough (interior & exterior) with appropriate annotations and narration, BIM model (LOD 300) with no clash, Staad Pro Model, Design basis reports trade wise, liaison for preconstruction approvals.	T+70
4	Final submission Technical Annexure for the appointment of EPC Contractor-Trade wise Estimate, BOQ with rate, Summary of cost with all backups (relevant SOR and/or DSR and/or Market rate analysis with minimum three quotations), Technical Specifications, Schedule of materials and finishes of all building and/ or components of the project including infrastructure and services and a list of recommended makes/ manufacturers/ suppliers (minimum 3 makes against each line item), trade wise methodology of works, trade wise detailed scope of work of EPC Contractor, scope of work of EPC Contractor during O&M period, manpower deployment schedule for Contractor during O&M period, summary of year on year cost of O&M for a period of 3 years with appropriate detailing. Technical Specifications, Schedule of materials and finishes of all building and/ or components of the project including infrastructure and services and a list of recommended makes/ manufacturers/ suppliers (minimum 3 makes against each line item), trade wise methodology of works, trade wise detailed scope of work of Contractor, scope of work of Contractor during O&M period, manpower deployment schedule for Contractor during O&M period, summary of year on year cost of O&M for a period of 3 years with appropriate detailing.	T+80
5	Final submission Detailed Project Report (of non IT components) with all drawings, design basis report (DBR), trade wise- layouts and basic engineering drawings (Civil works, Architectural Works, HVAC system, MPEF system, ELV and IT systems (limited to passive networks), technical specifications, detailed costing of Construction and O&M Phase.	T+90
T= Appointed Date		

Note:- Above timelines are excluding timelines for review and approval by Competent Authority.

SCHEDULE E: DEPLOYMENT OF PERSONNEL (“MANPOWER”)

(Refer Clause 5.1.6)

Sr. No	Name (Individually referred as a “Personnel”)	Minimum Qualification & Experience	Roles and Responsibilities	No. of Personnel	Duration of Deployment		Name of the Designated Resource*
					Preliminary/basic Design Phase I	Detailed design phase and execution Phase	
1	Project Director #	- B.Arch. (Council of Architect) or M. Arch (Conservation/Urban/Sustainable/Industrial Buildings) or B.E/B.Tech/M.Tech – Civil/Electrical/Mechanical or Project/Construction Management Certification - Overall 15years of professional experience with minimum relevant experience of 10 years - Led design and engineering of Data Centre/ Mission Critical Infrastructure and/or, containment facility and/or semiconductor or electronics AIT facility	- Overall Responsibility for delivery of Services. Single point of contact with client - Attend review meetings and basis the feedback of client, coordinate with respective internal teams for end delivery. - Lead overall concept-to-preliminary design; spatial master planning; finalize area statements; coordinate all sub-consultants; - Approval of detailed engineering drawings to be prepared and submitted by EPC. - Approval of GFC & Shop Drawings to be prepared by EPC - Preparation & submission of Design Basis Report - Preparation & submission of Technical Annexure	1	In person in all the design review meeting at Client office and as and when required by the Authority/Project Requirement	In monthly review meeting at Project Site and/or Client office and on intermittent basis as per Project Requirements	(to be filled and submitted by Selected bidder)

Sr. No	Name (Individually referred as a "Personnel")	Minimum Qualification & Experience	Roles and Responsibilities	No. of Personnel	Duration of Deployment		Name of the Designated Resource*
					Preliminary/basic Design Phase I	Detailed design phase and execution Phase	(to be filled and submitted by Selected bidder)
			Assessment of services requirement- power, water etc.				
2	Lead Data Centre (DC) Architect [#]	- B.Arch. (Council of Architect) or M. Arch (Conservation/Urban/Sustainable/Industrial Buildings) - Overall 10years of experience with minimum relevant experience of 7 years - Led architectural design of Data Centre/ Mission Critical Infrastructure and/or, containment facility and/or semiconductor or electronics AIT facility	- Data collection- (User requirements), design coordination with Authority, stakeholder consultations, preparation of architectural design/layouts/drawings. - Preparation of building wise conceptual design and architectural layout incl. (floor layout, details , flooring, ceiling, furniture, master plan, section, elevations etc.) based on the user requirements - Ensure compliance of design and layout with applicable statutory frameworks - Review and approval of Material approval request (MAR) in concurrence with approved tender technical specifications as submitted by EPC Contractor	1	In person in all the design review meeting at Client office and as and when required by the Authority/Project Requirement	In monthly review meeting at Project Site and/or Client office and on intermittent basis as per Project Requirements	

Sr. No	Name (Individually referred as a "Personnel")	Minimum Qualification & Experience	Roles and Responsibilities	No. of Personnel	Duration of Deployment		Name of the Designated Resource*
					Preliminary/basic Design Phase I	Detailed design phase and execution Phase	(to be filled and submitted by Selected bidder)
			during construction phase • Preparation & submission of Design Basis Report • Preparation & submission of Technical Annexure				
3	Lead HVAC Designer #	• B.E/B.Tech/M.E/M. Tech in Mechanical/Electrical Engineering • Overall 10years of experience with minimum relevant experience of 7 years in engineering design of precision cooling systems, chilled water plants, CRAH/CRAC systems/VRV system of Data Centre and/or semiconductor or electronics AIT facility HVAC design/HVAC system of Hospitals	• Preparation & submission of basic engineering HVAC design . • Preparation & submission of Design Basis Report • Preparation & submission of Technical Annexure • Review and Approval of detailed design/GFC's/ shop drawings of HVAC components as prepared by the EPC Contractor during construction phase • Review and approval of Material approval request (MAR) in concurrence with approved tender technical specifications as submitted by EPC Contractor during construction phase • Witnessing Factory Acceptance	1	In person in all the design review meeting at Client office and as and when required by the Authority/Project Requirement	In monthly review meeting at Project Site and/or Client office and on intermittent basis as per Project Requirements	

Sr. No	Name (Individually referred as a "Personnel")	Minimum Qualification & Experience	Roles and Responsibilities	No. of Personnel	Duration of Deployment		Name of the Designated Resource*
					Preliminary/basic Design Phase I	Detailed design phase and execution Phase	(to be filled and submitted by Selected bidder)
			Test (FAT) and/or Site Acceptance Test (SAT) and/or other tests as per Good industry practices of HVAC components and submit duly signed joint report to the Authority during construction phase Heat load calculation and precision cooling design with CFD analysis				
4	Lead Electrical Design [#]	- B.E./B.Tech./M.E./ M.Tech./ Electrical - Overall 10years of experience with minimum relevant experience of 7 years in design of electrical system incl. but not limited to HT/LT, UPS, DG systems and electrical infrastructure for Data Centers and/or mission critical infrastructures and/or any industrial buildings and/or semiconductor or electronics AIT facility.	- Preparation & submission of basic engineering electrical design . - Preparation & submission of Design Basis Report - Preparation & submission of Technical Annexure - Review and Approval of detailed design/GFC's/ shop drawings of electrical components as prepared by the EPC Contractor during construction phase - Review and approval of Material approval request (MAR) in concurrence with approved tender technical specifications as	1	In person in all the design review meeting at Client office and as and when required by the Authority/Project Requirement	In monthly review meeting at Project Site and/or Client office and on intermittent basis as per Project Requirements	

Sr. No	Name (Individually referred as a "Personnel")	Minimum Qualification & Experience	Roles and Responsibilities	No. of Personnel	Duration of Deployment		Name of the Designated Resource*
					Preliminary/basic Design Phase I	Detailed design phase and execution Phase	(to be filled and submitted by Selected bidder)
			submitted by EPC Contractor during construction phase - Witnessing Factory Acceptance Test (FAT) and/or Site Acceptance Test (SAT) and/or other tests as per Good industry practices of electrical components and submit duly signed joint report to the Authority during construction phase - Electrical load calculation				
5	Security Lead (ELV / Security / BMS, etc.) [#]	- B.E./B.Tech Electronics/Telecommunication/IT - Overall 10years of experience with minimum relevant experience of 7 years in design of Electronic Security Systems, ELV Systems, Building Management Systems (BMS), Data Centre	- Preparation & submission of basic engineering IT system (Active & Passive Network) . - Preparation & submission of Design Basis Report - Preparation & submission of Technical Annexure - Review and Approval of detailed design/GFC's/ shop drawings of IT components as prepared by the EPC Contractor during construction phase	1	In person in all the design review meeting at Client office and as and when required by the Authority/Project Requirement	In monthly review meeting at Project Site and/or Client office and on intermittent basis as per Project Requirements	

Sr. No	Name (Individually referred as a "Personnel")	Minimum Qualification & Experience	Roles and Responsibilities	No. of Personnel	Duration of Deployment		Name of the Designated Resource*
					Preliminary/basic Design Phase I	Detailed design phase and execution Phase	(to be filled and submitted by Selected bidder)
		Infrastructure Management (DCIM)	- Review and approval of Material approval request (MAR) in concurrence with approved tender technical specifications as submitted by EPC Contractor during construction phase - Witnessing Factory Acceptance Test (FAT) and/or Site Acceptance Test (SAT) and/or other tests as per Good industry practices of IT components and submit duly signed joint report to the Authority during construction phase - IT load calculation				
6	Construction Manager	- Diploma/ Graduate in Civil Engineering with Master's / MBA in construction project management or equivalent - Overall 12 years of experience with minimum 10 years experience in large infrastructure projects; with	- Responsible for monitoring of all obligations of the EPC Contractor in accordance with Schedule C II. of this Contract during the Construction Phase. - Responsible for submission of Monthly Progress Report in the approved format	1	No requirement	Full Time at Project Location (From the date of mobilization of the EPC Contractor at Site till the completion of Project)	

Sr. No	Name (Individually referred as a "Personnel")	Minimum Qualification & Experience	Roles and Responsibilities	No. of Personnel	Duration of Deployment		Name of the Designated Resource*
					Preliminary/basic Design Phase I	Detailed design phase and execution Phase	(to be filled and submitted by Selected bidder)
		experience in at least 1 Data Centre projects/ mission critical Building Infrastructure hospitals, biocontainment labs and/or power plants/semiconductor or electronics AIT facility	• Responsible for monitoring of day to day works of the Contractor for compliance to Quality and Safety of works • Responsible of checking/vetting of bills/value of works executed at site • Responsible for submitting recommendation on the payment of Contractor • Responsible for ensuring execution at site as per approved GFC drawings and technical specifications • Responsible for ensuring Quality Control on site as per Good Industry Practices • Responsible for approving Quality Assurance Plan, reviewing Material Approval Request (MAR) • Responsible for ensuring positive cash flow during the entire execution period				

Sr. No	Name (Individually referred as a "Personnel")	Minimum Qualification & Experience	Roles and Responsibilities	No. of Personnel	Duration of Deployment		Name of the Designated Resource*
					Preliminary/basic Design Phase I	Detailed design phase and execution Phase	(to be filled and submitted by Selected bidder)
			- Responsible for tracking project progress with approved baseline schedule and flag delays from time to time with appropriate mitigation measures - Responsible for coordination with Design Team				
7	Sr. Engineer-HVAC	- Diploma/Graduate in Mechanical Engineering/Air Conditioning - Overall 10 years of experience with minimum 7 years experience in on site execution and/or execution supervision of HVAC system of Data Centre Infrastructure and/or Hospitals and/or Containment facility and/or power plants and/or semiconductor or electronics AIT facility	- Responsible for monitoring of all obligations of the EPC Contractor in accordance with Schedule C II. of this Contract during the Construction Phase. - Responsible for monitoring of day to day works of the Contractor for compliance to Quality and Safety of works - Responsible of checking/vetting of bills/value of works of HVAC components executed at site - Responsible for submitting recommendation on the payment of Contractor	1	No requirement	Full Time at Project Location (From the planned start date of HVAC works as per project schedule submitted by the EPC Contractor and throughout the HVAC supply, installation, testing, commissioning, and	

Sr. No	Name (Individually referred as a "Personnel")	Minimum Qualification & Experience	Roles and Responsibilities	No. of Personnel	Duration of Deployment		Name of the Designated Resource*
					Preliminary/basic Design Phase I	Detailed design phase and execution Phase	(to be filled and submitted by Selected bidder)
			- Responsible for ensuring execution at site as per approved GFC drawings and technical specification - Responsible for ensuring Quality Control on site as per Good Industry Practices - Responsible for approving Quality Assurance Plan, reviewing Material Approval Request (MAR) - Responsible for tracking project progress with approved baseline schedule and flag delays from time to time with appropriate mitigation measures - Responsible for coordination with Design Team			handover/Go Live activities)	
8	Sr. Engineer-Electrical	- Diploma/Graduate in Electrical - Overall 10 years of experience with minimum 7 years experience in on site execution and/or execution	Responsible for monitoring of all obligations of the EPC Contractor in accordance with Schedule C II. of this Contract during the Construction Phase.	1	No requirement	Full Time at Project Location (From the date of mobilization of the EPC Contractor at	

Sr. No	Name (Individually referred as a "Personnel")	Minimum Qualification & Experience	Roles and Responsibilities	No. of Personnel	Duration of Deployment		Name of the Designated Resource*
					Preliminary/basic Design Phase I	Detailed design phase and execution Phase	(to be filled and submitted by Selected bidder)
		supervision of Electrical system of Data Centre Infrastructure and/or Hospitals and/or Containment facility and/or power plants and/or building infrastructure and/or semiconductor or electronics AIT facility	• Responsible for monitoring of day to day works of the Contractor for compliance to Quality and Safety of works • Responsible of checking/vetting of bills/value of works of Electrical components executed at site • Responsible for submitting recommendation on the payment of Contractor • Responsible for ensuring execution at site as per approved GFC drawings and technical specification • Responsible for ensuring Quality Control on site as per Good Industry Practices • Responsible for approving Quality Assurance Plan, reviewing Material Approval Request (MAR) • Responsible for tracking project progress with approved baseline schedule and flag delays from time			Site till the completion of Project)	

Sr. No	Name (Individually referred as a "Personnel")	Minimum Qualification & Experience	Roles and Responsibilities	No. of Personnel	Duration of Deployment		Name of the Designated Resource*
					Preliminary/basic Design Phase I	Detailed design phase and execution Phase	(to be filled and submitted by Selected bidder)
			to time with appropriate mitigation measures Responsible for coordination with Design Team				
9	Senior ICT Infrastructure Passive Network Specialist	- B.E./B.Tech Electronics/Telecommunication/IT/CSE/Network/ - Overall 10 years of experience with minimum 7 years experience in Execution/supervision of IT & Network Works of Building Infrastructure/Clean Room facility/Data Centre and/or semiconductor or electronics AIT facility	- Responsible for monitoring of all obligations of the EPC Contractor in accordance with Schedule C II. of this Contract during the Construction Phase. - Responsible for monitoring of day to day works of the Contractor for compliance to Quality and Safety of works - Responsible of checking/vetting of bills/value of works of IT & Network components executed at site - Responsible for submitting recommendation on the payment of Contractor - Responsible for ensuring execution at site as per approved GFC	1	No requirement	Full Time at Project Location (From the planned start date of ICT works as per project schedule submitted by the EPC Contractor and throughout the supply, installation, testing, commissioning, and handover/Go Live of the activities)	

Sr. No	Name (Individually referred as a "Personnel")	Minimum Qualification & Experience	Roles and Responsibilities	No. of Personnel	Duration of Deployment		Name of the Designated Resource*
					Preliminary/basic Design Phase I	Detailed design phase and execution Phase	
			drawings and technical specification - Responsible for ensuring Quality Control on site as per Good Industry Practices - Responsible for approving Quality Assurance Plan, reviewing Material Approval Request (MAR) - Responsible for tracking project progress with approved baseline schedule and flag delays from time to time with appropriate mitigation measures - Responsible for coordination with Design Team				(to be filled and submitted by Selected bidder)
10	Project Coordinator	- Graduate in Engineering / Architecture / Construction Management / Project Management / Business Administration or equivalent. - Overall 10 years of experience with minimum 7	- Support the Principal Consultant and Construction Manager in day-to-day project coordination and administration. - Coordinate with the Authority, EPC Contractor, Design Team and other stakeholders for timely	1	Full Time at Project Location	Full Time at Project Location	

Sr. No	Name (Individually referred as a "Personnel")	Minimum Qualification & Experience	Roles and Responsibilities	No. of Personnel	Duration of Deployment		Name of the Designated Resource*
					Preliminary/basic Design Phase I	Detailed design phase and execution Phase	(to be filled and submitted by Selected bidder)
		years experience in project coordination, project monitoring, PMO support, construction management support, infrastructure projects/ Data Centre projects/mission critical facilities/ industrial buildings /semiconductor / electronics AIT facilities. • Experience in preparation of project reports, meeting coordination, document management, schedule monitoring and stakeholder coordination. • Proficiency in MS Office, project monitoring tools, correspondence management and MIS reporting.	collection and dissemination of project information. • Organize and coordinate review meetings, site meetings and progress review sessions; prepare Minutes of Meeting (MoM) and track action item closure. • Maintain project documentation including drawings, reports, approvals, submissions, correspondence, registers and record management systems. • Assist in preparation and submission of weekly, monthly and other periodic progress reports. • Monitor status of design submissions, approvals, material approval requests (MARs), RFIs and other project deliverables and maintain tracking logs. • Support monitoring of project schedules, milestones, risks and				

Sr. No	Name (Individually referred as a "Personnel")	Minimum Qualification & Experience	Roles and Responsibilities	No. of Personnel	Duration of Deployment		Name of the Designated Resource*
					Preliminary/basic Design Phase I	Detailed design phase and execution Phase	(to be filled and submitted by Selected bidder)
			issues and escalate delays to the Project Team. - Facilitate communication between design, supervision and construction teams to ensure timely resolution of project issues. - Maintain MIS dashboards, deployment records, document control systems and project correspondence registers. - Provide administrative and logistical support required for effective implementation and monitoring of the project.				

* To be provided by the DTA prior to or at the time of execution of the Contract

Note:-

- The personnel specified in Schedule E represent the minimum mandatory resource requirement for execution of the Services during the Design Consultancy Phase and Construction Supervision Phase. The DTA shall, at its own assessment and cost, deploy such additional qualified personnel, specialists, or subject matter experts as may be necessary for the timely and satisfactory performance of the Services and achievement of all deliverables, milestones, obligations, and timelines under the Contract.

- The DTA shall not be entitled to any additional payment, compensation, extension of time, or claim on account of deployment of additional resources required for performance of the Services. The responsibility for adequate staffing, resource planning, coordination, supervision, and successful completion of the Services shall remain solely with the DTA.
- Failure to deploy adequate resources, as specified in Schedule E or otherwise required for performance of the Services, shall not relieve the DTA of its contractual obligations and may result in withholding of payments, imposition of damages, or other remedies available to the Authority under the Contract.
- Selected Bidder shall be required to submit the CV's of Non-key personnel/additional resources to Authority for approval prior to deployment on site at the time of site mobilization of EPC Contractor.

Additional Conditions

I. Removal and / or Replacement of Personnel

- (a) The DTA will fill a vacancy with equal or better qualified and experienced staff immediately. In cases when a critical vacancy cannot be filled immediately, due to conditions beyond the DTA's control, the DTA will be allowed to fill the critical vacancy for temporary periods with approval of Authority.
- (b) If Authority finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the DTAs shall, at the Authority's written request specifying the grounds, forthwith provide a replacement with qualifications and experience equal or better and as acceptable to the Authority.
- (c) The DTAs shall bear any additional travel and other costs arising out of or incidental to any removal and/or replacement, of the Personnel.
- (d) If the Authority recommends, Personnel must be replaced by the DTA within a period of 15 (fifteen) working days.
- (e) The DTA can only replace the deployed personnel as indicated in Schedule E of this contract, only twice during the Term of this Contract and any further replacement/change to the Personnel shall attract damages of 1% (one percent) of the Phase I Fee or Phase II Fee, as applicable for the period of unavailability.
- (f) Exception to the damages on discontinuity of a resource along with relevant documents in support are:
 - a. Unavailability due to health issue.
 - b. Resignation by the resource (subject to at least one month of knowledge/work transfer to the new resource); or
 - c. Authority desires to replace the particular resource.

II. Non-Deployment of Personnel

Subject to clause 10.2.1 of this Contract, the Authority may, at its sole discretion, deduct amounts from the payments to the DTA for non-deployment/ absence of any Personnel as per the approved rolling deployment schedule, for reasons attributable to the DTA.

For avoidance of doubt, all the deployed personnel at the project site must report to the Authority representative in case of unavailability. If a person is not found present at the project location, then the Authority will consider that period as a period of non-deployment, and in accordance with clause 10.2.1, the Authority may deduct amounts from the payments to the DTA for such absence.

SCHEDULE F: INPUTS TO BE PROVIDED BY AUTHORITY ON IT

The Authority shall provide the approved IT-related technical inputs to the DTA. The DTA shall utilize these inputs for preparation of facility planning, passive IT infrastructure design, engineering coordination, supporting infrastructure, cost estimation, drawings, specifications and EPC tender documentation. The DTA shall ensure that all designs and deliverables are aligned with the IT requirements provided by the Authority.

Sr. No.	IT Input to be Provided by Authority	Purpose for DTA
1	Rack Categories and Rack Quantity (including Compute, Storage, Network and GPU/AI racks)	White space planning, rack layouts, power and cooling sizing
2	IT Load Projections (Initial and Ultimate Capacity)	Electrical, UPS, DG and cooling infrastructure sizing
3	NOC and SOC Requirements (including seating capacity and video wall requirements)	NOC/SOC space planning and associated infrastructure design
4	Future Growth and Expansion Requirements, including indicative connectivity requirements (minimum ISP/service provider diversity, if any)	Future-ready facility design, expansion provisions and telecom infrastructure planning