

Staff Selection Commission

Request for Proposal for Identification of Service Provider(s)

To Design, Develop and Establish Secure Tablet Based Examination Technology on Pilot Basis for

Staff Selection Commission

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1. Abbreviations

Abbreviation	Meaning
AES	Advanced Encryption Standard
AI	Artificial Intelligence
API	Application Programming Interface
AVB	Android Verified Boot
BIS	Bureau of Indian Standards
BOM	Bill of Material
BSP	Board Support Package
CA	Certificate Authority
CAA	Content Authoring Agency
CAT	Content Authoring Tool
CBE	Computer Based Examination
CBT	Computer Based Test
CDAC	Centre for Development of Advanced Computing
CE	Central Examination
CI/CD	Continuous Integration and Continuous Delivery
CM	Contract Manufacturer
COTS	Commercial Off-The-Shelf
CPP	Central Public Procurement
CR	Central Region
CS	Certificate Signing
DC	Data Centre
DEV	Development
DF	Distribution Framework
DFM	Design for Manufacturing
DR	Disaster Recovery
DSC	Digital Signature Certificate

ECA	Exam Conducting Agency
EF	Exam Functionaries
EMD	Earnest Money Deposit
EMU	Exam Monitoring Unit
ER	Eastern Region
FA	Factory Acceptance Test
GNSS	Global Navigation Satellite System
HAL	Hardware Abstraction Layer
HSM	Hardware Security Module
HW	Hardware
IMU	Inertial Measurement Unit
JTAG	Joint Test Action Group
JV	Joint Venture
KPI	Key Performance Indicator
MSA	Master Service Agreement
NDA	Non-Disclosure Agreement
NER	North-eastern Region
NGC	National Government Cloud
NR	Northern Region
NWR	North-western Region
OEM	Original Equipment Manufacturer
OMR	Optical Mark Recognition
OS	Operating System
PBG	Performance Bank Guarantee
PBT	Profit Before Tax
PCB	Printed Circuit Board
POC	Proof of Concept
PSU	Power Supply Unit
PXE	Preboot Execution Environment

QCBS	Quality and Cost Based Selection
QP	Question Paper
SDK	Software Development Kit
SFTP	Secure File Transfer Protocol
SLA	Service Level Agreement
SOAP	Simple Object Access Protocol
SOC	System on a Chip
SP	Service Provider
SR	Southern Region
SSC	Staff Selection Commission
SSL	Secure Socket Layer
TabGCV	Tablet Gateway and Controller Vault
TBE	Tablet Based Test
TBT	Tablet Based Examination
TEC	Telecommunication Engineering Centre
TEE	Trusted Execution Environment
TLS	Transport Layer Security
TPM	Trusted Platform Module
UART	Universal Asynchronous Receiver-Transmitter
UI	User Interface

2. Introduction and Functional inputs

2.1. Introduction

The Staff Selection Commission is one of the largest recruiting agencies of the Government of India in terms of number of applicants. The SSC is mandated with the task of making recruitment to all Group "B" (Non-Gazetted) and Group "C" (Non- Technical) posts in various Ministries/ Departments of the Government of India and their Attached, Subordinate Offices and Statutory bodies except those posts which are specifically exempted from the purview of the SSC. In addition, the SSC in the year 2016 was assigned the additional responsibility of making recruitment to Group 'B' (Gazetted) posts of Assistant Accounts Officer and Assistant Audit Officer for the Indian Audit and Accounts Department. Few examinations are also conducted on MoU basis on specific requests of government departments/ organizations. The SSC may add more examinations/selections in the future.

2.2. Structure of SSC

The Staff Selection Commission has its Headquarters in New Delhi. It has a nationwide network of nine Regional Offices located at Bengaluru, Chandigarh, Chennai, Guwahati, Kolkata, Mumbai, New Delhi, Prayagraj, and Raipur. The Regional Offices implement the policies and programs of the SSC which includes holding of examinations at various venues all over the country with the assistance of the State Governments/ UT administrations.

2.3. Functions of SSC

The SSC is mandated to conduct seven All India Open Competitive Examinations each year, viz.

Combined Graduate Level Examination,

Combined Higher Secondary (10+2) Level Examination,

Junior Engineers (Civil, Mechanical and Electrical) Examination,

Sub-Inspectors in Delhi Police and CAPFs Examination

Combined Hindi Translators Examination

Stenographer Grade 'C' & 'D' Examination.

Multi-Tasking (Non-Technical) Staff and Havaldar (CBIC & CBN) Examination

Besides, the SSC also conducts three Limited Departmental Competitive Examinations for promotion from:

1) Multi-Tasking Staff (MTS) to Lower Division Clerk (LDC) Grade,
2) Lower Division Clerk (LDC) to Upper Division Clerk (UDC) Grade, and
3) Stenographer Grade 'D' to Stenographer Grade 'C'.

The SSC also makes recruitment to Selection Posts, i.e., isolated posts in different Ministries/ Departments and Attached and Subordinate Offices of the Government of India, which are not covered by the All-India Open Competitive Examinations and have essential qualifications specific to the job requirement.

In addition, few non-mandated examinations are also conducted by the SSC on the specific directions of the Government. Two such major examinations are: -

1) Constable (GD) in CAPFs, SSF and Rifleman (GD) in Assam Rifles Examination, and

2) Constable (Executive)-Male & Female in Delhi Police Examination.

For these examinations, the SSC has entered into a Memorandum of Understanding (MoU) with the Ministry of Home Affairs and Delhi Police, respectively.

Note: For additional details, please refer to https://ssc.gov.in

2.4. Main Examination Activities

The main activities related to examinations are:

1) Receipt of online applications from candidates
2) Scrutiny of applications
3) Issuance of Admission Certificates
4) Conduct of examinations
5) Evaluation of Examinations
6) Declaration of results

2.5. Key activities in the conduct of examinations:

a) Management of applications from candidates: This activity is carried out through SSC's portal which is being maintained by SSC separately.

b) Question Bank Content Creation: It involves creation of Question Items/ Question Bank i.e. the Content for Examination conducted by Commission. The Content Creation exercise is not a part of this RFP.

c) Software for handling Questions, Question Paper Creation etc.: These activities is handled in separate dedicated software named Content Authoring Tool and is currently handle by another Service Provider.

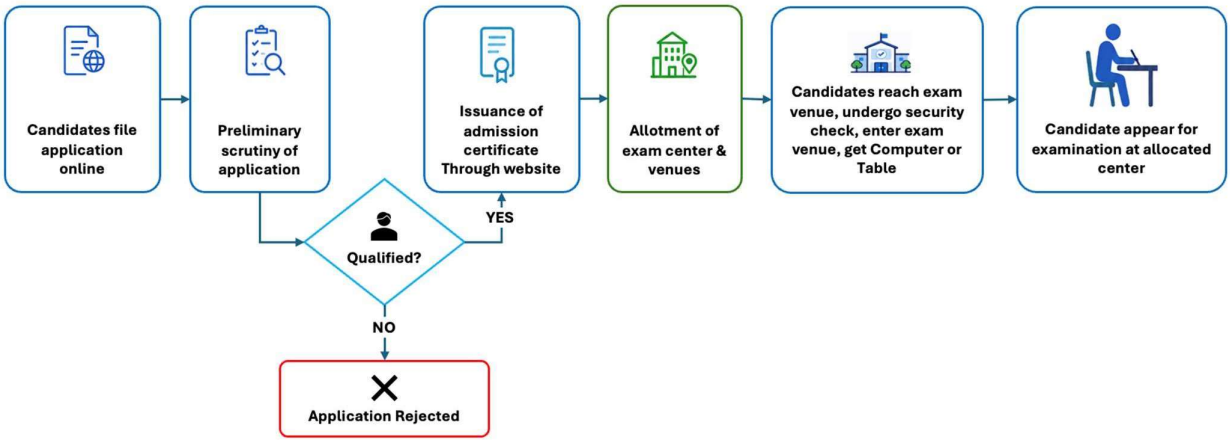
d) Conduct of Examination: These activities are carried by one or more services provider responsible for the conduct of examination (by SSC approved technology e.g. CBT or TBT in future)

3. Objective of this Exercise

In the initial stages of SSC's operations, competitive examinations for recruitment to various posts of the Government of India and its Attached and Subordinate Offices were held in traditional paper and pencil mode. The system matured from paper and pencil mode of examinations to Optical Marks Recognition (OMR) based examinations where exams were conducted on a pre-formatted answer code- sheet which was later evaluated through automated machines.

Since June2016, in a fresh initiative, the SSC with the approval of the Government adopted a computer-based mode of examination for conducting its objective type of multiple-choice examinations. The transition to this mode of examination was swift and comprehensive and thereafter all objective type multiple choice examinations are being conducted in the computer-based mode. Under this dispensation, eligible candidates appearing for competitive examinations register themselves through an online system. Their admission certificates are issued by SSC at a prescribed time after allotment of examination venues. The candidates appear for examinations at the assigned examination venues at the allotted date and time.

The current process of conduct of examination is depicted in the diagram here.



The SSC objective of this exercise is to engage Service Provider to assist SSC in Design, Develop and Deliver a future ready reliable, secure and scalable purpose-built tablet, associate hardware for charging, data exchange, and conduct exam on pilot set of such purposed built examination device to evaluate the feasibility.

The objective of this RFP is to establish and validate a complete reference architecture for future ready large-scale deployment of TBT for Tablet Based Examination (TBE) across country. The pilot will develop solution designing and development of hardware components including indigenous capabilities , secure boot processes, establishing secure device identity, service provisioning, device management, examination flow, examination workflows, future reference manufacturing guidelines, and operational procedures application to conduct examination using tablet-based architecture.

All hardware, software and operational processes developed under this RFP will support future expansion from the pilot deployment to large-scale production without requiring redesign of the core architecture. The successful Service Provider will design, develop, manufacture, deploy and validate a complete end-to-end Table Based Examination (TBE) through controlled pilot implementation.

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Note: Non-Eligibility for Subsequent Bulk Production RFP

The Bidder selected for execution of the Pilot shall not be eligible to participate in the subsequent RFP for bulk production and deployment of the devices arising out of this Pilot.

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4. Statement of Work:

Statement of Work has been masked and the same will be provided to the interested bidders on submission of the Non- Disclosure Agreement as per Annexure-10.1. Submitting the signed NDA to receive the Statement of Work and SLA is mandatory, and failure to do so will result in immediate disqualification from the bidding process.

Note:" Statement of Work and SLA may be obtained either at SSC HQ or at Regional Office of SSC as per Annexure 'B' duly submitting signed NDA."

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5. Submission process

This section of the RFP comprises the bidding guidelines, instructions to the Service Providers, evaluation criteria, formats for bid response etc. The bids are invited by the SSC for selection of Service Providers(s) who would conduct Computer based Examinations for the candidates of the SSC. The bidders must study the Bid document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications. This Section provides general information about the Issuer (SSC), important dates and addresses for submission of the bids.

5.1. Issuer

This RFP is being issued by the SSC, New Delhi

5.2. Contact Person

Joint Director (ER), SSC (HQ) (email: rajiv.saini@ssc.nic.in) will be the contact person for this project. For all queries related to the bid, he may be contacted.

5.3. Address for correspondence

Joint Director (ER),

Staff Selection Commission, Room No-414, Block 12,

CGO Complex,

Lodhi Road, New Delhi-110003

5.4. Request for Proposal Data Sheet for Pilot

S. No.	Important Information	Details
1.	Publication of RFP Document	12/11/2026 (Thursday)
2.	Complete RFP document can be obtained from	Joint Director (ER), SSC-HQ, Block No.-12, CGO Complex, Lodhi Road, New Delhi on submission of Non-Disclosure Agreement (as per Annexure 10.1) on the Letter head of the bidder.
3.	EMD	Rs.1,00,00,000/- (Rupees One Crore Only)
4.	Date and time of Pre-Bid conference	18/11/2026 (Wednesday) at 11:30 AM
5.	Last date for submission of written Queries for clarifications.	04/12/2026 (Friday) till 5:00 PM
6.	Release of responses Clarifications on pre-bid queries	08/12/2026 (Tuesday)
7.	Start date for receipt of proposals in Response to RFP notice	09/12/2026 (Wednesday)
8.	Last date for receipt of proposals in Response to RFP notice	21/12/2026 (Monday)

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9.	Date and Time of opening of Bid received in response to the RFP notice for Successful bidders	22/12/2026 (Tuesday) (3:00 PM)
10.	Date for Technical Presentations and Demonstration	Will be informed to the Qualified bidders
11.	Date and Time of opening of Financial proposals received in Response to the RFP notice	Will be informed to the Qualified bidders
12.	Contact Person for queries on RFP	Joint Director (ER.), SSC (HQ), Block No.12, CGO Complex, Lodhi Road, New Delhi-110003. (email: rajiv.saini@ssc.nic.in).
13.	Addressee and Address at which proposal in response to RFP notice is to be submitted	CPP Portal: One copy of Technical Bid is to be submitted offline in addition to online submission on CPP Portal. Joint Director (ER), Staff Selection Commission, Block No-12, CGO Complex, Lodhi Road, New Delhi, 110003

5.5. Procurement of RFP

1. The RFP without scope of work and SLA can be downloaded from the CPP portal or from the website of the SSC.
2. Complete RFP document can be collected from the SSC as mentioned in Data Sheet above at Para 5.4 on submission of Non-Disclosure Agreement (as per Annexure 10.1) on the letterhead of the bidder. The bidders can obtain the Tender document at the address mentioned below:

   Joint Director (ER)

   Staff Selection Commission, Room No-414,

   Block No-12, CGO Complex, Lodhi Road, New Delhi 110003
3. There is NO FEE for the bid documents.

The Tender Document is not transferable to any other bidder. The bidders are expected to examine all the instructions, forms, terms, project requirements and other information in the RFP documents. Failure to furnish all information required, as mentioned in the RFP documents, or submission of a proposal not substantially responsive to the RFP documents in every respect, shall be at the bidder's risk and may result in rejection of the proposal. **Further, bids submitted by parties who have not taken the scope of work by providing NDA will NOT be taken into consideration.**

5.6. Bid Clarifications

The bidders need to send their queries on Bid document before the dates as mentioned above. The clarifications can be sent in writing or by email to the **Joint Director (ER), (email: rajiv.saini@ssc.nic.in), Staff Selection Commission, Room No-414, Block No. 12, CGO Complex, Lodhi Road, New Delhi 110003**.

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5.7. Pre-Bid Conference

SSC shall host a Pre-Bid Conference, as scheduled above. SSC may incorporate any changes in the RFP, on its own or on the basis of representations received from the prospective bidders. The decision of SSC regarding acceptability of any suggestion shall be final. It may not be possible at the Pre-Bid Conference to answer questions which are received after the conclusion of the pre-bid conference. However, prospective bidders are free to raise their queries during the meeting. The responses will be conveyed to all the prospective bidders (by way of hosting amendments/ clarifications on the website). The representatives of the bidders may attend the pre-bid conference at their own cost. The purpose of the conference is to provide bidders with information regarding the RFP and the proposed requirements specifically with regard to this RFP. SSC shall provide each bidder with an opportunity to seek clarifications regarding any aspect of this RFP and the project, during the pre-bid conference..

5.8. Issue of Clarifications

SSC at its own initiative or in response to a clarification requested by the prospective bidder(s), can issue a corrigendum. All corrigenda would be published on the website of the CPP Portal and website of SSC. All such corrigenda shall be binding on all the bidders. The bidders are also advised to visit the aforementioned websites, on a regular basis for checking necessary updates in regard to this RFP

All enquiries from the bidders relating to this RFP must be submitted in writing or by email, exclusively to the contact official of the SSC. Contact details are provided in this RFP. The queries shall necessarily be submitted in the following format:

S. No.	Bidding Document Section	Bidding Document Reference Page Number	Content of the RFP requiring clarification	Points of clarification	Remarks / Suggestions

SSC shall make best efforts to provide appropriate responses to queries of the bidders. However, SSC does not undertake to answer all the queries that have been posed by the bidders. All responses given by SSC will be available to all the bidders through the website.

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6. Instructions for submission of the Bid

6.1. Instructions

Proposals must be direct, concise, and complete. SSC will evaluate proposal received from a bidder, based upon its clarity and the directness of its response to the requirements of the project, as outlined in this RFP. Bidders shall furnish the required information on their technical and commercial proposals in the enclosed formats only.

6.2. Mode of Submission

Submission of the bid through the CPP Portal only and one copy of the technical bid in sealed envelope is to be submitted offline. The same will be opened on/ after the day time of opening of Technical bid on the Portal.

1. SSC will not accept delivery of proposal in any manner other than what has been prescribed in this document. Proposal delivered in any other manner shall be treated as defective, invalid and is liable to be summarily rejected.
2. Technical proposal shall contain only technical information and shall not contain any details related to the commercial values of the project.
3. The proof with technical and commercial proposals, shall be submitted along with a certified true copy of the corporate sanctions/ approvals specifying the authorized representative of the bidder concerned, to sign/ act/ execute documents forming part of the bid submitted, including various RFP documents and binding contracts, at the portal.
4. If any bidder does not qualify in the technical evaluation, the Commercial Proposal will not be opened.
5. The proposals shall be valid for a period of 180 days from the last date of submission of the bid. A proposal valid for a shorter period may be summarily rejected. Bids once submitted by the bidder may be withdraw or modified only until the last date of submission of the bid.
6. In exceptional circumstances, the SSC at its discretion may solicit the bidder's consent for an extension of the validity period. The request and the responses there to, shall be made in writing.

6.3. Authentication of Bids

The original/ copies of the bid shall be typed or written in indelible ink and duly signed by the Bidder or the official duly authorized by the bidder to this effect. A letter of authorization shall be supported by a written power-of-attorney, accompanying the bid. All pages of the bid, except for un-amended printed document, shall be initialed in ink and stamped by the authorized person or persons signing the bid.

6.4. Interlineations in Bid

The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder. In such a case, the requisite corrections shall be initialed by the authorized person or persons signing the bid.

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6.5. Late Bids

Bids received after the due date and the specified time (including the extended period, if any) for any reason whatsoever, shall not be entertained.

6.6. Proposal Preparation Costs

The bidders shall be responsible for all the costs incurred in connection with their participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of proposal, in providing any additional information required by the SSC to facilitate the evaluation process, and in negotiating a definitive Service Agreement (Master Service Agreement as per the RFP) and all such activities related to the bid process. This RFP does not commit SSC to award a contract or to engage in negotiations with the bidder concerned. Further, no reimbursable cost may be incurred in anticipation of an award of the contract for implementation of the project.

6.7. Supplementary Information/ Corrigendum/ Amendment to the RFP

1. If SSC deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of the provisions of this RFP, the Commission may issue supplements/ corrigendum to this RFP. Such supplementary information shall be communicated to all the bidders. Any such supplementary information shall be deemed to have been incorporated by this reference into this RFP.
2. At any time prior to the deadline (or as extended by SSC) for submission of bids, SSC, for any reason, whether at the initiative of the SSC or in response to clarifications requested by a prospective bidder, may modify the RFP document by issuing amendment(s) to the effect. All bidders will be notified of any such amendment(s). The given amendments will be binding on all the bidders.
3. In order to allow bidders a reasonable time to take the amendment(s) into account in preparing their bids, the SSC at its discretion, could extend the deadline for the submission of bids.

6.8. Right to Terminate the Process

SSC makes no commitments, explicit or implicit, that this process will result in a commercial transaction with any of the bidders participating in the process. A bidder's participation in this process may result in SSC selecting the bidder concerned, to engage in further discussions and negotiations towards the finalization of the contract. The commencement of such negotiations does not, however, signify a commitment by the SSC to execute the contract or to continue with further negotiations.

6.9. Language of Bids

The Bids prepared by the bidder and all correspondence and documents relating to the bids exchanged by the bidder and the SSC, shall be in English, provided that any printed document furnished by the bidder may be written in another language so long as the same is accompanied by an authenticated English translation. In the given case, for purposes of interpretation of the bid, the English translation shall be binding.

6.10. Bid Prices

1. Quantities as specified in Cost Tables in this Bid document, would be used for the purpose of commercial evaluation.
2. Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications

or escalation, on any account whatsoever. However, SSC reserves the right to negotiate the prices quoted in the bid, to affect an appropriate modification in the commercial terms and conditions quoted.

3. The Commercial bid shall clearly indicate the price to be charged, without any qualifications whatsoever. Further taxes should be clearly spelt in the column corresponding to taxes in Commercial bid.
4. Prices or commercial terms and conditions shall not be revealed in any form before the opening of the Commercial Bid. Failure to abide by the given condition could result in the bid submitted by the bidder concerned to be summarily rejected by the SSC. If a change in price is envisaged due to any clarification, revised bid shall be submitted with prior written permission of the SSC before the time specified for closing of commercial bid.

6.11. Bid Currencies

Prices shall be quoted in Indian Rupees (INR) only.

6.12. Bidder Qualifications

1. The 'Bidder' as used in the Bid documents, shall be construed as the one who has signed on the Bid Form. The Bidder may be either the Principal Officer or the Authorized Representative of the bidder. In either case, he/ she shall submit a certificate of authority to this effect. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the Principal Officer or by the Authorized Representative of the bidder concerned.
2. The authorization shall be indicated by written power of attorney accompanying the Pre-qualification bid.

6.13. Earnest Money Deposit (EMD) for Pilot

1. Bidders shall submit, along with their Bids, an EMD of Rs.1,00,00,000/- (Rs. One Crore only), in the form of a Demand Draft, Fixed Deposit Receipt, Banker's Cheque, or Bank Guarantee issued by any Scheduled bank in favour of SSC, payable at New Delhi, and valid for a period of 45 days beyond the validity of the bid. Format of EMD is provided at Annexure-10.2. The Bank Guarantees are to be issued by any Scheduled Bank. In the event of any extensions in the overall process, bidders shall re-submit the Demand Draft/ Bank Guarantees for further 180 days, as the case may be.
2. The EMD of all unsuccessful bidders shall be refunded by SSC within three months of a bidder being notified as unsuccessful. The EMD of successful bidder would be returned upon the submission of the Performance Guarantee.
3. The EMD amount is interest free and will be refundable to the bidders, without any interest accrued thereon.
4. The bid submitted without EMD shall be summarily rejected.
5. Bidders claiming Special category concessions from the Government shall be governed under respective provisions and guidelines of the Government of India. Bidders submitting their bids under the given category would be required to submit certification issued by appropriate agency of the Government to substantiate their claim for the benefit hence solicited.
6. The bid security may be forfeited in the following conditions:

a. If a bidder withdraws its bid during the period of validity of the bid

b. In case of a bidder being successful in the commercial bidding process, if the bidder fails to sign the contract in accordance with terms and conditions as detailed under this RFP.

6.14. Bid Validity Period

6.14.1. Period of Validity of Bids

Bids shall remain valid for 180 days consequent upon the last date of submission of the bid. A bid valid for a period less than 180 days, shall be summarily rejected. The prices finalized after opening of the Bids shall not be considered for escalation, throughout the period of implementation and operation of the Contract.

6.14.2. Extension of Period of Validity

In exceptional circumstances, SSC may request the Bidder(s) for an extension of the period of validity of their Bids. The request and the responses thereto shall be made in writing by the SSC. The validity of EMD shall also be suitably extended.

6.15. Commercial Proposal/ Bid Prices

1. The Bidder is expected to factor in the price of all the items and services proposed in the Technical Proposal. SSC may seek clarifications from a Bidder on his Technical Proposal. Any of the clarifications submitted by the Bidder on the technical proposal, shall not have any commercial implications. The Commercial Proposal submitted by the Bidder, shall be inclusive of all the items in the technical proposal and shall incorporate all the clarifications provided by the Bidder on the technical proposal during the evaluation of the technical bid.
2. Unless expressly indicated in this RFP, bidder shall not include any technical information regarding the services in the commercial proposal. Additional information directly relevant to the scope of services as sought, in the RFP, may be submitted with the proposal. However, this information will not be considered for evaluation purposes.

6.16. Correction of Error

Bidders are advised to exercise adequate care in quoting the prices. No correction of error shall be allowed after submission of bid by the bidders.

6.17. Prices of Components and Overall Price Information

1. The Bidder shall quote a price for all the components, the services of the solutions as per the provisions of this RFP document. All the prices shall be quoted in terms of Indian Rupees.
2. No adjustment of the price quoted in the Commercial Proposal shall be made on account of any variations in costs of labour and materials, currency exchange fluctuations with international currency or any other cost component affecting the total cost, in meeting the obligations under the contract.
3. The price quoted in the Commercial Proposal shall be the only payment, payable by SSC to the successful Bidder for completion of the contractual obligations, by the successful Bidder under the Contract, subject to the terms of payment as specified in the proposed commercial bid or the one agreed between SSC and the Bidder after negotiations. The price shall be exclusive of all taxes, duties, charges, and statutory levies as applicable.
4. The prices, once offered, must remain fixed and must not be subject to escalation for any reason

whatsoever, within the period of the validity of the proposal and period of the validity of the contract. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected at the discretion of the SSC.

5. Bidder shall provide all prices, quantities as per the format prescribed under section "*8.1 Commercial Bid for Pilot Implementation*". No field/ columns shall be left blank by the bidder. In case of a field being not applicable, the Bidder must indicate 'NA (Not Applicable)' in all such fields.
6. It is mandatory to provide details of the GST payable by bidder. The bidder shall also submit to SSC, its GST registration certificate and requisite details as per the governing regulations.
7. All costs incurred due to any delay, directly attributable to the bidder, shall be borne by the Bidder.
8. SSC reserves the right to direct the Bidder to submit proof of payment against any of the taxes, duties and statutory levies as indicated in the bid, within the specified time frame as permitted under Governing Taxation laws.
9. Prices or commercial terms and conditions shall not be revealed in any form before the opening of the Commercial Bid. Failure to abide by the given condition could result in the bid submitted by the bidder concerned to be summarily rejected by the SSC. If a change in price is envisaged due to any clarification, revised bid shall be submitted by the bidder with prior written permission of the SSC before the time specified for closing of commercial bid.

6.18. Abnormally Low Bid

6.19. Conditions under which this RFP is issued.

1. This RFP is not an offer and is issued with no commercial obligation on the part of the SSC. SSC reserves the right to withdraw the RFP and change any part thereof at any stage. SSC also reserves the right to disqualify any bidder, shall it be felt necessary at any stage.
2. Timing and sequence of events resulting from this RFP shall be determined by the SSC.
3. Neither the bidder nor any of the authorized representatives of the bidder, shall have any claim whatsoever against SSC or any of its officials or employees, arising out of or relating to this RFP or procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms and conditions of the final contract).
4. Till the finalization of the contract and during the currency of the period of the contract, the bidders shall not directly or indirectly try to solicit any official or employee of SSC. The bidder shall also not engage any official or employee of the SSC, who was involved in the process of evaluation of the bid, as his employee without the prior written approval of the SSC

6.20. Rights to the Contents of the Proposal

All proposals and accompanying documents of the Technical proposal shall be considered as the property of SSC and shall not be returned after opening of the technical proposals. SSC is not restricted in its rights to use or disclose any or all of the information contained in the proposal and can do so without any right to compensation to the bidders.

6.21. Modifications and Withdrawal of Proposals

No proposal may be withdrawn in the interval between the deadline for submission of the proposal and the expiry of the validity period as specified in this RFP. The bid fees shall be forfeited if any of the bidders withdraw their bid.

6.22. Non-Conforming Proposals

1. A proposal may be construed as a non-conforming proposal and would be considered as ineligible if it does not comply with the requirements of this RFP. Failure to comply with the technical requirements or non-acknowledgment of receipt of any amendments, would be considered as factors leading to a proposal being categorized as non-conforming.
2. If a proposal appears to be a combination of promotional material which does not follow the prescribed format of this RFP or does not appear to address the particular requirements of the proposed contract, the given bid shall also be considered for disqualification by the SSC.

6.23. Disqualification

The proposal is liable to be disqualified under the following circumstances:

1. Proposal not submitted in accordance with the procedure and formats prescribed in this RFP or is treated by the SSC as a non-conforming proposal.
2. The form used for submitting the proposal is found to be incomplete.
3. Proposal is not accompanied by all the requisite documents.
4. In case of the bidder submitting the quotation for a part of the project.
5. Information submitted in technical proposal is found to be misrepresentative, incorrect or false, at any time during the finalization of the contract or during the tenure of the contract, including the extension period, if any.
6. Commercial proposal is found to be enclosed along with the technical proposal.
7. Bidder tries to influence the process of evaluation of the proposal by resorting to unlawful/ corrupt/ fraudulent means at any point of time during the bid process
8. In case any one bidder submits multiple proposals or in case of a common interest arising amongst more than one bidder, the bidders concerned are likely to be disqualified.
9. Bidders may specifically note that while evaluating the proposals, if it comes to the knowledge of the SSC, that some bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance, resulting in delaying the processing of the proposals, the bidders so involved would be liable to be disqualified for the award of this contract, which may extend for a further period of three years in regard to tenders floated by the SSC.
10. Bidder fails to deposit the Performance Bank Guarantee (PBG) or fails to enter a contract within 21 days of the date of notice of award of contract or within such extended period, as may be specified by SSC.

6.24. SSC's Right to change the Scope of Contract

1. In exceptional and unforeseen circumstances, SSC may, at any time, by a written order given to the bidder, make changes to the scope of the contract under consideration, provided such modifications are permissible under the provisions governing the contract.
2. If any such change causes increase or decrease to the agreed scope (such as quantities, deliverables, additional support, deployment requirements) or time required for the Bidder's performance of any part of work under the contract, a mutually agreed adjustment in the contract value or time schedule shall be arrived at between the Bidder and the SSC. Any claim made by the bidder for change under this clause must be submitted to SSC within a period of twenty-one (21)

days following the receipt of the change order.

3. SSC reserves the right to withdraw, revoke, or cancel the whole or any part of the Bid at any stage without assigning any reason. Any modification to the terms and conditions of the contract shall only be permissible with mutual consent in writing between the SSC and the Bidder

6.25. SSC's Right to Accept Any Bid and to reject any or All Bids

1. SSC reserves the right to accept any bid and/ or annul the Bidding process and reject bids at any time prior to the final award of Contract, without incurring any liability to the bidders concerned and without any obligation to inform the bidders concerned regarding the reasons of said action of SSC.
2. SSC reserves the right to negotiate the terms and conditions of the commercial bid with the Service Provider seeking a revision in the bid thus submitted.

6.26. Concessions permissible under statutes

Bidder, while quoting against this RFP, shall take cognizance of all concessions admissible under various Statutes including the benefit under statutory provisions relating to GST, failing which, the bidder shall be required to bear the extra cost which arise on account of the bidder not availing concessional rates of levies like customs duty, excise duty, sales tax, etc. SSC shall not bear any responsibility to this effect. However, SSC may provide necessary assistance to the bidder for claiming the given concessions from the statutory authorities concerned. In case of a reduction in the rate of tax claimed by the bidder, the requisite benefit arising out of the given reduction in the rate of tax shall be passed over to the SSC by the bidder.

6.27. Tax Liability

The bidder shall indicate TAXES/ GST wherever applicable.

6.28. Uniformity

1. All information submitted must clearly refer to page number, section number or other identifying reference in this RFP document. All information submitted must be noted and furnished in the sequence mentioned in this RFP.
2. All pages of the proposal submitted by bidder shall be sequentially paginated.

6.29. Only One Proposal

Bidders shall submit only one proposal. If a bidder submits more than one proposal, all such proposals shall be rejected.

6.30. Bid Scope

The bidder cannot bid for a specified portion of the RFP under consideration. The bids must be submitted for the entire scope of work as detailed in this RFP.

6.31. Duration of Contract

The duration of the project is for a period of **3 years from the date of signing of the contract**, with option to extend the contract for a period of 1 year at a time with maximum 2 extensions under same terms and conditions.

6.32. Right to Exit the contract:

Any time after 1 year of commencement of contract, SSC reserves the right to exit the contract by giving a

notice of 6 months in writing.

6.33. Consortium

Consortium and/or JV in any form is not allowed in this bid process.

6.34. Termination of Contract for Repeated Breaches and Service-Level Failures

1. The Commission shall have the right to terminate the contract, in whole or in part, in the event of repeated breaches of contractual obligations, persistent service deficiencies, failure to meet prescribed Service Level Agreements (SLAs), or non-compliance with the terms and conditions of the RFP/Contract.
2. In the event of any breach or service-level failure, the Commission may issue a written notice to the selected Agency specifying the nature of the default and requiring corrective action within a period of seven (7) calendar days, or such shorter period as may be warranted considering the criticality of examination operations.
3. **Repeated Breaches**: Seven (7) or more instances of material breach or failure to meet critical SLA obligations within any rolling period of ninety (90) calendar days shall constitute repeated default and may be grounds for termination of the contract, notwithstanding the imposition of applicable SLA penalties or liquidated damages.
4. **Critical Breaches**: In cases involving examination disruption, compromise of examination security or confidentiality, unauthorized disclosure of sensitive information, fraud, wilful misconduct, or any other breach materially affecting the integrity of the examination process, the Commission may initiate immediate termination proceedings, without providing a further opportunity for rectification, subject to applicable law and principles of natural justice.
5. Consequences of Termination: Upon termination of the contract, the Commission shall be entitled to:
    - Recover applicable penalties, liquidated damages and other contractual dues, subject to the provisions of the contract.
    - Invoke or forfeit the Performance Security, wholly or partially, in accordance with the contractual provisions and applicable rules.
    - Arrange the remaining services through an alternative agency, at the risk and cost of the defaulting Agency, to the extent permissible under the contract and applicable procurement rules.
    - Withhold or adjust payments against verified outstanding liabilities, subject to contractual provisions.
    - Initiate further action, including debarment proceedings, wherever warranted, in accordance with applicable Government of India rules and prescribed procedures.
6. Continuity of Examination Services: The outgoing Agency shall provide necessary transition assistance, transfer of operational knowledge, relevant documentation, Commission-owned data and assets, and support for migration to an alternative Service Provider in accordance with the Exit Management provisions of the contract.
7. Termination shall not relieve the Agency of liabilities or obligations accrued prior to the effective date of termination, including confidentiality, data protection, asset reconciliation and other obligations intended to survive termination.

8. The Commission shall issue a written termination order recording the grounds and effective date of termination, after following the procedure prescribed under the contract and applicable law.

6.36 Ownership of Hardware, Software, Firmware and Project Deliverables

1. **Hardware Ownership:** Ownership of all Tablets, TabGCV devices, accessories, spare parts and associated hardware deployed under the contract shall remain with the respective selected Agency throughout the contract period and thereafter. The Commission shall not be required to acquire, retain or take ownership of any hardware upon expiry or termination of the contract.

2. **Hardware Retrieval:** Upon completion, expiry or termination of the contract, the respective Agency shall be responsible for collection, retrieval and removal of all deployed hardware at its own cost, subject to completion of examination activities, secure deletion of Commission-related data and necessary clearance from the Commission.

3. **Software and Firmware**: Ownership of pre-existing proprietary software, firmware and associated intellectual property shall remain with the respective rights holders. The Agency shall ensure valid licences and usage rights for the Commission throughout the contract period, including any agreed transition period.

4. **Project-Specific Software and Source Code:** Ownership of software, source code, integrations and custom-developed components specifically commissioned and paid for by the Commission shall vest in the Commission, excluding pre-existing proprietary and third-party components. The Agency shall provide the relevant source code, technical documentation and necessary deployment instructions for such deliverables.

5. **Technical Documentation**: All project-specific technical documentation, operational SOPs, deployment procedures, integration specifications and reports developed under the contract shall be provided to the Commission, with rights to use and share such documentation with its authorized successor Service Providers.

6. **Data Ownership:** All examination-related data, candidate information, examination records, operational logs and reports generated or processed under the contract shall remain the exclusive property of the Commission. The Agency shall not retain, disclose or use such data beyond the purposes authorized under the contract.

7. **Exit Management:** The Agency shall ensure secure handover of Commission-owned data, software deliverables and relevant documentation, along with necessary knowledge transfer, to facilitate continuity of examination services. No transfer of hardware ownership to the Commission shall be required.

6.37 Grievance Redressal and arbitration

6.37.1 Internal Grievance Redressal and Escalation Mechanism

If any of the party to contract is aggrieved by the Act of the other party not in consonance with the contract, grievance to be addressed to Member, SSC for resolution. If aggrieved further, the appeal lies with Chairman, SSC. The verdict/ interpretation of the Chairman, SSC shall be binding. If aggrieved further, the parties may approach arbitration under 'the Arbitration & Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and Rules made thereunder'. Arbitration shall be pursued in the light of O.M. No. F.1/2/2024-PPD dated 03.06.2024 issued by the Department of Expenditure, Ministry of Finance. The place of arbitration shall be at 'New Delhi'. **Further, in the event of any inconsistency or conflict between this clause and General Contract Conditions, this clause shall prevail.**

6.37.2 Jurisdiction:

Subject to the arbitration herein above provided, any suit or proceedings to enforce the right of either of the parties hereto the contract shall be instituted in and tried only by the courts in Delhi and by no other court, and both the parties hereto hereby especially agree to submit to the jurisdiction to such court.

7. BID Opening & Evaluation Process

7.1. Bid Opening Session

1. Total transparency will be observed by the SSC, while opening the proposals/ bids.

7.2. SSC reserves the rights at all times to postpone or cancel a scheduled date/ time of opening of the bid.

1. The bids shall be opened, in two sessions i.e. Technical Proposal and Commercial Proposal (as submitted by the bidders whose technical bids have been found to be eligible), in the presence of authorized representatives of the bidders.
2. The authorized representatives of the bidders, present during the time of the opening of the bids, shall sign a register of attendance to this effect. In the event of the specified date of bid opening being declared a Government holiday, the Bids shall be opened at the same time and location on the next working day. However, if there is no authorized representative present, for the bidder, SSC shall proceed with the opening of the bids.
3. During bid opening, preliminary scrutiny of the bid documents shall be made to determine whether the bid documents are complete, the required bid fees has been furnished, the documents have been signed by the authorized signatory of the bidder, and the bids are found to be in order. Bids not conforming to the given preliminary requirements, shall be summarily rejected at the discretion of the SSC. Preliminary scrutiny shall not be construed that the bid submitted by a bidder has been found to be complete in all respects.

7.3. Overall Evaluation Process

1. A three-tier evaluation process shall be adopted for evaluation of the proposals submitted by the bidders. SSC shall review the technical bids of only those bidders who meet the Pre-Qualification criteria, to determine whether the technical bids are compliant with the requirements of the RFP. Bids that are not compliant are liable to be rejected.
2. The bids of the bidders found successful in respect of their technical bids, shall be informed accordingly by the SSC. Consequent thereto the commercial bids of the technically successful bidders shall be opened.

7.4. Pre-Qualification Criteria: Mandatory

The bidder shall fulfill the following eligibility criteria and submit necessary documentary proof, duly signed by authorized signatory. The Technical bids of only the bidders satisfying the following pre-qualification criteria will be evaluated:

S No.	Pre-qualification Criteria	Documentary Evidence
1	The Bidder should be registered under the Companies Act, 1956 as amended in 2013, should have registered offices in India and should be in existence for at least the last **03 years**, as on 31 March 2026. Govt. Societies Registered under Societies'	Copy of Certificate of Incorporation issued by Registrar of Companies, Ministry of Corporate Affairs, Government of India or proof of Society Registration in case bidder being a Society.

	Registration Act 1860 are also allowed.	
2	The Bidder should submit Earnest Money Deposit (EMD) of Rs.1,00,00,000 (Rupees One Crore only). Alternatively, in lieu of EMD, the bidder may also submit "Bid Securing Declaration" as per Annexure- 10.7.	EMD should be submitted through a Demand Draft, Fixed Deposit Receipt, Banker's Cheque, or Bank Guarantee issued by any Scheduled bank, payable at New Delhi. The validity of the EMD shall be 45 days beyond the validity of the bid
3	Tender Fee	There shall be no Tender fee for this bidding.
4	Power of Attorney from the bidder in the name of person signing the Bid, authorizing him to submit/ execute agreement.	Valid Power Attorney in original.
5	The bidder should have positive net worth for during last three financial years 2023-24, 2024-25 & 2025-26.	Certificate from the CS/ CA.
6	The Bidder should have average annual turnover of at least **Rs 15 crore** software engineering services or software development services / hardware engineering services during last three financial years 2023-24, 2024-25 & 2025-26. Software refers as Enterprise Software such as software application, Platform Software such as device drives/firmware. Hardware engineering refers to the services rendered to design and develop electronics hardware. Note: The turnover refers to the turnover of the company and not the composite turnover of its subsidiaries/ sister concerns etc. The turnover should exclude sales of system software or COTS/hardware/hosting/non-development services	Certified Copy of the financial statements including audited Balance sheet and Profit & Loss Account. Documents certified by Statutory Auditor will also be accepted.
7	The bidder must have at least 30 (thirty) software developers with a minimum qualification of B.E./B. Tech./MCA on its payrolls during each of last three financial years 2023-24, 2024-25 & 2025-26 and the current financial year before date of bid	The bidder shall submit an undertaking/ self-declaration duly signed (with company seal) by the CA/ CS/ Authorized Signatory of the bidder.

	submission date.	
8	Bidder should have experience of working for software engineering services/hardware /software development services project during last three financial years 2023-24, 2024-25 & 2025-26.	Client Certificate/ Completion Certificate/ copy of work order along with self-certification from Authorized Signatory/ Company Secretary regarding completion of work
9	The Bidder shall not be under a ban or blacklisted for any reason, by any Government entity in India as on last date of submission of the bid.	Self-declaration by authorized signatory of the bidder.
10	Integrity Pact.	Submit Integrity Pact as per the format defined in Annexure-10.8.
Note: Suppression of information/facts would lead to summary disqualification of the bid submitted. Consortiums and/or JV in any form are not considered in this bid.		

7.5. Technical Evaluation and Qualify Score

Bidders who qualify Pre-Qualification Criteria shall have their Technical Proposals evaluated. Technical will be in two parts.

7.5.1. Technical Score – Part 1 (50 Marks)

Note: Bidders who qualify Pre-Qualification Criteria shall have their Technical Proposals evaluated.

S. No	Details	Marks	Proof
1	**Financial Scale: Average annual turnover of the Company from System Software Design/Software Development / Hardware Designing & Manufacturing in in last three financial years 2023-24, 2024-25 & 2025-26.** **[Max Marks = 10]**		Balance sheet of the company signed by company auditor.
1.1	Turnover >= Rs 50 cr	10	
1.2	Turnover >= Rs 40 Cr but < Rs 50 Cr	8	
1.3	Turnover >= Rs 30 Cr but < Rs 40 cr	6	
1.4	Turnover >= Rs 20 cr but <Rs 30 cr	4	
1.5	Turnover >= 15 crore but <Rs 20 cr	2	
2	**Financial Stability: PBT (Profit Before Tax as percentage of Turnover) in each of the three financial years 2023-24 of the bidder.** **[Maximum Marks: 8]**		Balance sheet of the company signed by company auditor.
2.1	Net Profit >= 10%	8	
2.2	Net Profit >= 5% but < 10%	5	
2.3	Net Profit Positive	2	
3	**Employee Strength: Number of full time Software Developer/Engineers having minimum qualification in BE/B.Tech) on company payroll.** **[Maximum Marks: 7]**		Self-certification from Authorized Signatory/ Company Secretary
3.1	>=300	7	
3.2	>=200 to < 300	5	
3.3	>=100 to < 200	4	
3.4	>=30 to <100	3	
4	**CMMI and Certifications** **[Maximum Marks: 3]** Mark for CMMI-Dev will be awarded only for the highest available certification.		Authenticated copy of valid certificates at the time of bid submission. Note: CMMI-DEV. Certificate wil be
4.1	**CMMI-Dev Level 5**	2	
4.2	**CMMI-Dev Level 4**	1.5	

4.3	**CMMI-Dev Level 3**	1	validated with PARS (Published Appraisal Results) of CMMI institute. Compliance Certificate is not valid. Bidder's with invalid certificate will not be awarded any score.
4.4	**ISO 20000-1: 2018**	1	
5	**<u>System Integration Experience:</u>** Bidder must have experience during the last three financial years (2023-24, 2024-25 & 2025-26) in designing, developing and implementing integrated technology solution. The projects must involve the following . (Individual projects showcasing the ability) 1. Solution to involve integration of multiple software/hardware technologies, secure API integrations and having minimum 200+ live users using the system. 2. Secure data handling using cryptographic involving key management, secure data encryption and decryption. 3. End-to-end testing, infrastructure management, deployment, commissioning of integrated solution in production and O&M for the deployed solution. **[Maximum Marks: 3]**		Client Certificate/ Completion Certificate along with the copy of work order copies.
6	**System on Chip Integration Experience:** Bidder has experience in development of hardware application using Vega processor/ Equivalent Processor during last three financial years 2023-24, 2024-25 & 2025-26. Note: The hardware application project **which are live and are in use** will be considered for the criteria. **[Marks: 4]**		Client Certificate/ Completion Certificate along with the copy of work order copies.
7.	**Technical Presentation** Marks for presentation will be awarded as per the criteria describe in item 7.1 to 7.8. **[Maximum Marks: 15]**		
7.1	**RFP Understanding & Project Plan**: Bidder to present understanding of the scope, dependencies, milestones, risks, and acceptance criteria to committee.	2	
7.2	**End-to-end Solution Approach**: Bidder approach of completeness of the proposed solution as per the required components of RFP.	2	

7.3	**Security Architecture**: Bidder to share the security architecture approach to explain the proposed security architecture at each level i.e. hardware, central software, edge etc. as requested in RFP	3	
7.4	**Fraud Detection and Examination Integrity**: Bidder solution approach for detecting various impersonation, device tampering, cheating indicators, unauthorised activities.	3	
7.5	**Integration, Data Flow and Data Security Architecture:** Bidder to present the approach for upstream/downstream integrations (e.g Candidate Data, Shift Data, Question Paper, Candidate Response etc.), interfaces and how the data encryption is handled along with handling synchronization failures.	2	
7.6	**Hardware Design and Manufacturing Approach**: Bidder to share the proposed hardware architecture, component selection approach and reliability.	1	
7.7	**Testing Strategy**: Bidder to share the proposed testing strategy for end-to-end integrated testing approach covering Tablet, TabGCV, Central Platform, Edge Software, Integration and Penetration.	1	
7.8	**Deployment and Rollout Approach**: Bidder to explain to committee device provisioning, site deployment, incident management and pilot implementation approach.	1	

7.5.2. Hardware Capability and POC Demonstration – Part 2 (50 Marks)

Service Provider must have minimum score of 60% in Technical Score – Part 1 (i.e. sum of marks awarded to bidder for Item 1 to Item 7) and minimum score of 50% in Technical Presentation Criteria # 7 of Technical Score – Part 1 (i.e. sum of score awarded to bidder for item 7.1 through 7.8) to qualify for Hardware and Platform Demonstration – Part 2.

SSC shall provide the space, time and days to the shortlisted vendor to setup the appropriate lab and demonstrate the capabilities as described in the below table. Additional, SSC may provide sample QP, sample candidate registration data or may ask bidder to prepare such data for the demonstration.

Note: The bidder shall demonstrate the functionalities specified below either through a working prototype or using suitable supporting hardware/platforms, such as Raspberry Pi or equivalent devices. In case any functionality is not integrated into the prototype, the bidder shall demonstrate it independently to establish its technical capability to implement and integrate the same into the final solution.

Marks during the demonstration will be awarded as per the following listed criteria through live demonstration.

S. No	Details	Maximum Marks

1	**Hardware Architecture and Component Integration**: Bidder to demonstrate bidder-owned or bidder developed hardware architecture of tablet and TabGCV's components (including but not limited to SoC , memory, storage, security, power & integration, GNSS, IMU, display, camera, charging. The bidder must demonstrate block diagrams, schematics, PCB design files, BOM, interface document, as application. Note: Bidder must ensure that demonstration shall be limited to HW design and engineering capabilities owned or developed by the bidder. Reference designs, 3rd party design, white labelled products, licensed designs will not be considered for evaluation.	4
2	**Mechanical Design**: Bidder to demonstrate bidder-owned or bidder developed mechanical design of Tablet and TabGCV including CAD drawings, thermal design, structural consideration, serviceability and manufacturability.	1
3	**Root of Trust**: Bidder to demonstrate by establishing complete root of trusted on Service Provider demo device. Following chain of trust must be establish: 1. Signing of authorised software e.g. Bootloader, Operation System, Examination App. 2. Successful boot with authorised software 3. Rejection of modified software component and 4. Rejection of unsigned software component.	3
4	**Debug Interface Protection**: Bidder to demonstrate that unauthorised access through the debug mode cannot be used to obtain privileged access, modify software or bypass the security for: 1. Hardware bebug mode 2. Software debug mode.	1
5	**Hardware Preparation**: Demonstration of how a device a prepared from the raw state (i.e. the device shipped from factory into secure facility after manufacturing) i.e. signing of platform components, installation and locking.	2
6	**Device Certification and Provisioning**: Bidder to demonstrate how the successfully prepared hardware are provisioned as authorised inventory: 1. How identity is established. 2. Certification of devices 3. Provisioning in the authorised inventory. 4. Defining the approved state of device security state.	3

7	**Device Identity Attestation**: Bidder to demonstrate how the proposed solution established and attest the devices used in field are the authorised one. 1. How device identify is verified 2. How device security state (i.e. Bootloader, Operating System and Examination Application) is verified with the approved state of device define in point 8.6. Note: it must be through hardware backed cryptographical proved.	3
8	**Forward Data Protection (SSC to Exam)**: Bidder to demonstrate how secure encryption/protection of data/software/configuration (e.g. candidate registration data, question paper etc.) flowing from central system towards tablets and TabGCV.	2.5
9	**Reverse Data Security** (**From Exam to SSC Central System**): Bidder to demonstrate secure data encryption/protection of data is handle from Tablet to Central System	2.5
10	**Device Lifecycle:** Bidder to demonstrate how certificate renewal/re-provisioning and device decommissioning is securely handled.	1.5
11	**Face/Identity Mismatch**: Bidder to demonstrate the following face detection and handling of following key scenario: 1. No face detected./ 2. Face does not match with the face registered during the registration process.	2.5
12	**Multiple Face Detection**: Bidder to demonstrate and appropriate handling when more than one face is detected.	2.5
13	**Device Movement**: Bidder to demonstrate detection and handling of unauthorised movement and/or orientation changes of tablet during the exam.	3
14	**Unauthorised Location**: Bidder to demonstrate how solution handle the access to exam from the location outside the authorised premises (e.g. a lab) is restricted or reported to the exam conducting agency.	2
15	**Exception Handling**: Bidder to demonstrate how expectations are detected, altered, recorded, and reported to SSC such as: 1. Unauthorised TabGCV and Tablet detected. 2. Candidate device was replaced with alternate device to handle device	3

	issues.	
16	**Control Center**: Bidder to demonstrate central monitoring, device status, examination status and operational controls. Following key scenarios must be demonstrated: 1. Where all the exam shift are conducted across country. 2. How many active and authorised tablets infrastructure at each center. 3. What time Question Paper has reached center, TabGCV and Tablet has reached to centers. 4. Near live state of exam shift status i.e. the devices are prepared for candidate, devices are allocated to candidate, devices are distributed to candidates, exam has started for a shift, how many devices are submitted by candidates, shift has ended. Note: the demonstrate the integrated data in real time during the demonstration in form of appropriate visualization.	3.5
17	**Device Management**: Bidder to demonstrate how the proposed solution enable SSC to discovery all stages of each device in the inventory across it lifecycle: 1. Status of device (active, location) 2. Security state e.g. when was last provision, what is the security state etc. 3. Historical audit trail of various exam a device has conducted in its life e.g. which exam, which candidate, which center etc.	3.5
18	**Examination Operation**: Bidder to demonstrate how the proposed solution help SSC to steer and control end-to-end examination initiation, conduct, monitoring and closure e.g. 1. Control to start and stop a shift. 2. Control the distribution of Question Paper. 3. Control the start and stop of exam at center, for a TabGCV. 4. Approval for exception handling e.g. additional need preparation for a candidate, inventory movement between center for unforeseen scenario.	1.5
19	**Invigilator Experience**: Bidder to demonstrate the ease of setup, monitoring, exception handling by invigilator during the examination day operation such as: 1. Invigilator authentication 2. Invigilator distribution of devices to candidate	2.5

	3. Invigilator closing the shift	
20	**Candidate Experience**: Bidder to demonstrate simplicity, responsiveness, steps candidate to undertake to take an exam such as: 1. Candidate experience of login to the tablet. 2. Generation and distribution unique decryption key to candidate for decrypting the question paper. 3. Candidate interface of question display, information about choices, selection of choice. 4. Candidate experience of review of his choice 5. Candidate experience of submission/end of examination. 6. Authentication of Candidate. Note: any critical submission of candidate must be handle with two level of confirmation which simple experience.	2.5

7.6. Technical Proposal– Other Requirements

1. Bid shall contain all the mandatory undertakings as specified in this RFP. Format for all the required undertakings/ covering letters are provided in Annexures.
    a. Non-Disclosure Agreement (NDA)
    b. Earnest Money Deposit (EMD)
    c. Undertaking on Patent Rights
    d. Undertaking of Pricing of Items of Technical Response
    e. Undertaking on Clause 144 (xi) of GFR
    f. Undertaking on Deliverables
    g. Undertaking on Service Level Compliance (Annexure 10.4.1)
    h. Bid Securing Declaration in lieu of EMD
    i. Integrity Pact
2. The technical proposal shall address all the areas/ sections as specified in this RFP and shall contain a detailed description of how the bidder will provide the required services outlined in this RFP.
3. The technical proposal must not contain any pricing information. While submitting additional information, it shall be marked as “supplementary” to the specific response. If the bidder wishes to propose additional services (or enhanced level of services) beyond the scope of this RFP, the proposal must include a description of such services as a separate and distinct attachment to this proposal.
4. Proposed methodology for implementation
5. The Technical Proposal shall address the following:
6. Overview of the proposed solution which meets the requirements as specified in this RFP.

7. Overall proposed Solution, technology, and deployment architecture.
8. Security architecture.
9. Integration Architecture.
10. Network architecture.
11. Details of the Solution as per the format provided in this RFP.
    a. Proposed solution design and integration of all components of tablet-based examination.
    b. Security architecture for each of the proposed hardware and software component.
    c. Integration approach for Forward and Reverse data integration with SSC or SSC approved application.
    d. Proposed testing approach.
    e. Proposed pilot implementation and tracking of observation.
    f. Overall Governance Structure and Escalation Mechanism.
    g. Project team structure, size, capability and deployment plan.
12. The technical proposal shall also contain bidder's contingency plan to address the key challenges anticipated during the execution of the project.

8. Commercial Bid

8.1. Commercial Bid for Pilot Implementation

Service Provider to quote the prices for pilot implementation as described in the Statement of Work for design, development, delivery of pilot hardware, successful pilot rollout and future support for the pilot volumes for the contract period.

Note: SSC will not pay any additional cost for the hardware components such as TabGCV or any additional accessories which may be necessary for the successful conduct of exam. SP has supplied all ancillary hardware (e.g. requisite number of TabGCV, accessories) along with tablet and the cost of such hardware must be built into the cost of tablet.

Item # [A]	Item Detail [B]	# of Units [C]	Unit Price [D]	Net Price [E]	Taxes [F]	Gross Price [G] = [E]+[F]
1	**Purpose built design for Tablet, TabGCV and associated accessories** Reference SoW: Section 4.3 Hardware Platform **[One Time]**	1				
2	**Delivery of Pilot Inventory (i.e. tablet, TabGCV and associated accessories)** Reference SoW: Section 4.3 Hardware Platform > Section 4.3.4 and Section 4.3.5 **[One Time]**	1				
3	**Platform Software and Firmware** Reference SoW: Section 4.4 Platform Software and Firmware **[One Time]**	1				
4	**Secure Device Provisioning and Infrastructure** Reference SoW: Section 4.5 Secure Provisioning and Certification Infrastructure **[One Time]**	1				
5	**Edge Application, Central Examination Software and Integration** Reference SoW: Section 4.6 Examination Application for Tablet, Section 4.7 Edge Application for Tablet Gateway and Controller Vault, and Section 4.8 Central Examination Platform **[One Time]**	1				

6	**Pilot Exam Rollout** Reference SoW: Section 4.9 Pilot Exam Rollout **[One Time]**	1				
7	**Post Implementation Support** Reference SoW: Section 4.10 Post Pilot Implementation Support and Section 4.11 Secure Device Provisioning and Maintenance **[Per Device]**	1000				
Absolute Commercial Bid (Fb) **Sum of Item Gross Price in column [G] of line item 1,2,3,4,5, 6 and 7.**						

Tablet 1: Commercial Bid

Note: all common functionalities and guidelines sections of SoW must be considered appropriately wherever applicable in the commercial bit item.

1. Price shall be written both in figures and words.
2. Lowest Commercial bid will be determined based on total amount quoted in column "G'' of Table 1 of the Commercial Bid for Pilot Implementation.
3. The bidder will have to substantiate the taxes and levies claimed in each bill. The bidders will thus be required to provide documentary evidence of the rates of tax as applicable on the basic unit cost quoted at the time of claiming payment consequent upon the award of the contract arising out of this RFP.
4. Scores would be considered for the purpose of QCBS (Quality cum cost-based system) based final evaluation.

8.2. QCBS Evaluation Methodology

The selection shall follow the Quality and Cost Based Selection (QCBS) method with the following weightage:

a) Technical Score (Tn) = 70% weightage
b) Financial Score (Fn) = 30% weightage

A) Step 1: Combined Technical Score

The Combined Technical Score shall be computed sum of the Technical Score – Part 1 and Hardware Capability and POC Demonstration – Part 2 i.e.

Combined Technical Score of a bidder = ("Technical Score – Part 1" of section 7.5.1 + "Hardware Capability and POC Demonstration – Part 2" of section 7.5.2)

B) Step 2: Bidder Normalize Score

Technical scores shall be normalized as follows:

Normalized Technical Score (Tn) = (Bidder's Combined Technical Score / Highest Combined Technical Score among all qualified Bidders) × 100

Financial scores shall be normalized as follows:

Normalized Financial Score (Fn) = (Lowest Absolute Commercial Bid among all qualified Bidders / Bidder's Absolute Commercial Bid) × 100

C) Step 3: Bidder Final Combined Score

Final Score (S) = (Tn × 0.70) + (Fn × 0.30)

The Bidder with the highest Final Score (S) will be considered for award of the contract. In the event of a tie, the bid with best technical score will be considered for award of contract. If the tie persists, the guidelines of Government of India on the subject shall be followed for processing of the bids.

9. Award of Contract

9.1. Notification of Award

Prior to the expiry of the validity period, SSC will notify the successful bidder in writing that the proposal submitted by the Bidder has been accepted. The notification of award will initiate the finalization of the contract. Upon the successful bidder's furnishing of performance bank guarantee, SSC will promptly notify each unsuccessful bidder and shall return their EMD.

9.2. Contract Finalization and Award

SSC shall reserve the right to negotiate with the bidder(s) whose proposal has been ranked best value bid on the basis of QCBS evaluation of their Technical and Commercial bids, for the purpose of arriving at reasonable terms and conditions for the contract arising out of this RFP

9.3. Signing of the Contract

At the time of notification of the successful bidder with regard to the Bid having been accepted by the SSC, the SSC shall enter into a contract with the successful bidder. SSC shall have the right to annul the award in case there is a delay of more than 21 days from the date of this notification, in signing of contract, for reasons attributable to the successful bidder.

9.4. Failure to agree with the Terms and Conditions of the RFP

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which case, SSC would be free to take necessary decision on the subject.

9.5. Performance Bank Guarantee (PBG)

The Successful Bidder shall furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) equivalent to 5% (Five Percent) of the total Contract Value, as security for the due and faithful performance of all obligations under the Contract.

1. PBG shall be issued by a Scheduled Commercial Bank in India in favour of the Staff Selection Commission (SSC), Government of India, in the prescribed format.
2. The PBG to be submitted within twenty-one (21) days from the date of issuance of the Letter of Award/Work Order and, in any event, prior to commencement of contractual payments.
3. PBG shall remain valid for the entire Contract Period plus three (3) months beyond completion/expiry of the Contract, including the applicable warranty, maintenance and support obligations.
4. The PBG should be suitably extended by the Successful Bidder, at its own cost, in case the Contract Period or any contractual obligation is extended.
5. The PBG is available for invocation, wholly or partly, by SSC in case of failure by the Successful Bidder to fulfill its contractual obligations, including failure to meet material deliverables, abandonment of the Contract, failure to rectify material defaults, or any other event entitling SSC to invoke the Performance Security under the Contract.
6. The PBG be released after successful completion of all contractual obligations and settlement of all outstanding claims, dues, penalties or recoveries, if any, to the satisfaction of SSC.

Failure of the Successful Bidder to furnish or maintain the PBG within the prescribed period shall constitute sufficient grounds for annulment of the award/termination of the Contract and such other action

as may be permissible under the RFP and applicable procurement rules.

9.6. Performance Metrics and Service Level Agreement (SLAs)

Service Level Agreements have been masked and the same will be provided to the interested bidders on submission of the Non-Disclosure Agreement as per Annexure-10.1. Submitting the signed NDA to receive the Statement of Work and SLA is mandatory, and failure to do so will result in immediate disqualification from the bidding process.
Note:" Statement of Work and SLA may be obtained either at SSC HQ or at Regional Office of SSC as per Annexure 'B' duly submitting signed NDA."

9.7. Payment Terms

Payment shall be made in Indian Rupees only. The payment terms and conditions applicable for each item quoted as per the section 8.1 "Commercial Bid for Pilot Implementation are elaborated below against successfully achievement of each project milestone.

Milestone	Description and Deliverables	Time (weeks)	Payment Schedule
Milestone 01 Start of Contract	Date of signing of contract and issuance of work order to successful bidder.	**D0**	• Nil – No Advance
Milestone 02 End-to-end solution design	Completion of solution design and sign-off from SSC on the agreed solution hardware and software design solution approach.	**<= 4 weeks from D0**	• **70% of the price quoted for Item 1** in Table 1 Commercial Bid
Milestone 03 Demonstration of Prototype hardware and solution components	Demonstration of Prototype Hardware along with secure provisioning approach. Feedback from SSC for any suggested changes in design and demonstrated flow.	**<= 12 weeks from D0**	• **30% of the price quoted for Item 1** in Table 1 Commercial Bid • **30% of the price quoted for Item 4** in Table 1 Commercial Bid

Milestone 04 Delivery of 50 units	a) Successful delivery of **<u>50 tablets</u>** along with TabGCV and necessary accessories along with Secure provisioning. b) Successful deployment of all necessary software components (Edge and Central) along with integrations. c) Successful conduct of mock examination within SSC premises and/or designated location. d) Successful sign-off of the observation and suggested suggestion for final pilot production.	**<= 20 weeks from D0**	• **<u>5% of the price quoted for Item 2</u>** in Table 1 Commercial Bid
Milestone 05 Delivery of 1000 tablet units	a) Successful delivery of **<u>950 tablets</u>** along with TabGCV and necessary accessories along with Secure provisioning. b) Successful deployment of all necessary software components (Edge and Central) along with integrations in production. c) Successful setup of secure facility for provisioning. d) Availability of applicable certification described in RFP.	**<= 24 weeks from D0**	• **<u>95% of the price quoted for Item 2</u>** in Table 1 Commercial Bid • **<u>70% of the price quoted for Item 4</u>** in Table 1 Commercial Bid
Milestone 06 Start of Pilot Exam	a) Successful conduct of multiple shifts in SSC designates mock exam setup. b) Successful approval from SSC for live exam conduct along with the available venue and shift details.	**<= 32 weeks from D0**	**NIL**

Milestone 07 Successful Completion of Pilot Examination	a) Successful completion of all the scope pilot exam shifts. b) Successful recorded and report the field observations and fixed any critical field observation.	**<= 36 weeks from D0**	• **100% of the price quoted for Item 3** in Table 1 Commercial Bid • **100% of the price quoted for Item 5** in Table 1 Commercial Bid • **100% of the price quoted for Item 6** in Table 1 Commercial Bid
MS 08: End of Contract	From end of Milestone 7 till end of contract i.e. 36 months from start of D0.	**From end of Milestone7 till end of contract i.e. 36 months from D0.**	• **Quarterly payment of the amount quoted for Item 7 in Table 1 Commercial Bid.**

Note: Payment shall be made on a pro-rata basis against the actual quantity of goods/equipment delivered, inspected and accepted by the Purchaser, at the unit rates specified in the Contract in case of part deliveries.

10. Annexure

10.1. Non-Disclosure Agreement (NDA)

To [Date]

Joint Director (ER)

Staff Selection Commission,

Block No.-12, CGO Complex,

Lodi Road, New Delhi 110003

[On Company Letterhead]

This AGREEMENT (hereinafter called the "Agreement") is made on the [day] day of the month of [month], [year], between, SSC, on the one hand, (hereinafter called the "Purchaser") and, on the other hand, [Name of the bidder] (hereinafter called the "Bidder") having its registered office at [Address]

WHEREAS

The "Purchaser" has issued a public notice inviting various organizations to provideservices Request for Proposal for Identification of Service Provider(s) for Design, Develop and Establish Secure Tablet Based Examination Technology on Pilot Basis for Staff Selection Commission for Staff Selection Commission (hereinafter called the "Project");

The Bidder, having represented to the "Purchaser" that it is interested to bid for the proposed Project,

The Purchaser and the Bidder agree as follows:

1. In connection with the "Project", the Purchaser agrees to provide to the Bidder a detailed document on the Project vide the Request for Proposal. The Request for Proposal contains details and information of the Purchaser's operations that are considered confidential.
2. The Bidder to whom this Information (Request for Proposal) is disclosed shall:
    a) Hold such Information in absolute confidence with the same degree of care with which the Bidder protects its own personal, confidential and proprietary information;
    b) Use the Information only as needed for the purpose of bidding for the Project;
    c) Except for the purpose of bidding for the Project, shall not copy or otherwise duplicate such Information or knowingly allow anyone else to copy or otherwise duplicate such Information.
    d) Undertake to document the number of copies it makes with regard to the project, and
    e) On completion of the bidding process and in case unsuccessful, promptly return tothe Purchaser, all Information in a tangible form or certify to the Purchaser that it has destroyed such Information as relating to the project.

3. The Bidder shall have no obligation to preserve the confidential or proprietary nature of any Information which:

    a) Was previously known to the Bidder free of any obligation to keep it confidential atthe time of its disclosure as evidenced by the Bidder's written records prepared priorto such a disclosure; or

    b) Is or becomes publicly known through no wrongful act of the Bidder; or

    c) Is independently developed by an employee, agent or contractor of the Bidder not associated with the Project and who did not have any direct or indirect access to the Information.

4. The Agreement shall apply to all Information relating to the Project disclosed by the Purchaser to the Bidder under this Agreement.

5. The Purchaser will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available under statutes or in equity for such a breach.

6. Nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise, to the bidder, in any of the Information. Notwithstanding the disclosure of any Information by the Purchaser to the Bidder, the Purchaser shall retain title and all intellectual property and proprietary rights to the Information. No license under any trademark, patent or copyright, or applicationfor same that are now or thereafter may be obtained by such party is either granted or implied by the conveying of Information. The Bidder shall not alter or obliterate any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Purchaser on any copy of the Informationand shall reproduce any such mark or notice on all copies of such Information.

7. This Agreement shall be effective from the date the last signature is affixed to this Agreement and shall continue in perpetuity.

8. Upon written demand of the Purchaser, the Bidder shall (i) cease using the Information, (ii) return the Information and all copies, notes or extracts thereof to the Purchaser forthwith after receipt of notice, and (iii) upon request of the Purchaser, certify in writing that the Bidder has complied with the obligations set forth in this paragraph.

9. This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/ or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties to the contract. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

10. The confidential information is provided "as is" with all faults. In no event shall the purchaser be liable for the accuracy or completeness of the confidential information.

11. This Agreement shall benefit and be binding upon the Purchaser and the Bidder and their respective subsidiaries, affiliate, successors and assigns.

12. Agreement shall be governed by and construed in accordance with the Indian laws.

For and on behalf of the Bidder

_____(Signature) ___

(Name of the Authorized Signatory)Date

Address Location:

10.2. Earnest Money Deposit

To [Date]

Joint Director (ER)

Staff Selection Commission,

Block No.-12, CGO Complex,

Lodi Road, New Delhi 110003

In consideration of_____(hereinafter called the "Government") Represented by SSC , on the first part and M/s_(Hereinafter referred to as "Bidder") on the Second part, having agreed to Accept the Earnest Money Deposit of Rs. 1,00,00,000/- (Rupees One Crore Only) in the form of Demand Draft, Fixed Deposit Receipt, Banker's Cheque, or Bank Guarantee issued by any scheduled bank, for the Request for Proposal for Identification of Service Provider(s) to Design, Develop and Establish Secure Tablet Based Examination Technology on Pilot Basis for Staff Selection Commission for Staff Selection Commission, _____(Nameof the Bank), (hereinafter referred to as the "Bank"), do hereby undertake to pay to the Government forthwith on demand without any demur and without seeking any reasons whatsoever, an amount not exceeding _____/- (Rupees_) and the guarantee will remain valid up to a period of 225 days(45 days beyond Bid validity) from last date of submission of the bid. It will, however, be open to the Government to return the Guarantee earlier than this period to the Bidder, in case the Bidder does not qualify for the commercial evaluation stage of the tendering process.

a) In the event of the Service Provider withdrawing the tender before the completionof the stages prior to the Commercial evaluation or during the Commercialnegotiations, as the case may be, the Performance Bank Guarantee deposited by the Bidder stands forfeited to the Government. We also undertake not to revoke this guarantee during this period except with the previous consent of the Government in writing and we further agree that our liability under the Guarantee shall not be discharged by any variation in the term of the said tender and we shall be deemed to have agreed to any such variation.
b) No interest shall be payable by the Government to the Service Provider on the performance bank guarantee for the period of its currency

Dated this day of _____

For the Bank of (Manager)

10.3. Undertaking on Patent Rights

[Company letterhead]

To, [Date]

Joint Director (ER)

Staff Selection Commission, Block No-12, CGO Complex,

Lodhi Road, New Delhi - 110003

Sub: Undertaking on Patent Rights

Sir,

1. I/ We as Service Provider (SP) do hereby undertake that none of the deliverables being provided by us is infringing on any patent or intellectual and industrial property rights as per the applicable laws of relevant jurisdictions having requisite competence.
2. I/ We also confirm that there shall be no infringement of any patent or intellectual and industrial property rights as per the applicable laws of relevant jurisdictions having requisite competence, in respect of the equipment, systems or any part thereof to be supplied by us. We shall indemnify SSC against all cost/ claims/ legal claims/ liabilities arising from third party claim in this regard at any time on account of the infringement or unauthorized use of patent or intellectual and industrial property rights of any such parties, whether such claims arise in respect of manufacture or use. Without prejudice to the aforesaid indemnity, the SP shall be responsible for the completion of the supplies including spares and uninterrupted use of the equipment and/ or system or any part thereof to SSC and persons authorized by SSC, irrespective of the fact of claims of infringement of any or all the rights mentioned above.
3. If it is found that it does infringe on patent rights, I/We absolve SSC of any legal action.

Yours faithfully,

Authorized Signatory

Designation

10.4. Undertaking on Pricing of Items of Technical Response

To [Date]

Joint Director (ER)

Staff Selection Commission,

Block No.-12, CGO Complex,

Lodi Road, New Delhi 110003

Sub: Undertaking on Clarifications sent to SSC

Sir,

I/ We do hereby undertake that Commercial Proposal submitted by us is inclusive of all the items in the technical proposal and is inclusive of all the clarifications provided/may be provided by us on the technical proposal during the evaluation of the technical proposal. We understand and agree that our Commercial Proposal is firm and final and that any clarifications sought by you and provided by us would not have any impact on the Commercial Proposal submitted by us.

Yours faithfully,

Authorized Signatory

Designation

10.4.1 Undertaking of Service Level Compliance

[Company letterhead]

To, [Date]

Joint Director (ER)

Staff Selection Commission,

Block No-12, CGO Complex, Lodi Road, New Delhi 110 003

Sub: Undertaking on Service Level Compliance

Sir,

1. I/ We as bidder/ Service Provider do hereby undertake that we shall monitor, maintain and comply with the service levels as desired in the RFP to provide quality service to SSC
2. However, if the proposed number of resources is found to be not sufficient in meeting the tender and/ or the Service Level requirements given by SSC, then we will augment the team without any additional cost to SSC.

Yours faithfully,

Authorized SignatoryDesignation

SSC may invoke forfeiture of the Performance Bank Guarantee for any failure on part of Bidder to fulfill its obligations as specified under the Contract Agreement executed with the successful bidder.

10.5. Clause 144 (xi) of GFR 2017

[Company letterhead]

[Land locked borders]

To [Date]

Joint Director (ER),

Staff Selection Commission, Block No.-12, CGO Complex, Lodhi Road, New Delhi 110 003

Subject: Submission of Model Certificate in compliance of Rule 144 (xi) of GFR 2017

Dear Sir/Madam,

I have read the clause regarding restrictions on procurement from a bidder of a country which shares land border with India; I hereby certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfill all requirements in this regard and is eligible to be considered.

I have read the clause regarding restrictions on procurement of a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work toa contractor from such countries unless such contractor is registered with the CompetentAuthority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

Yours sincerely,

Authorized Signature [In full and initials]:Name and Title of Signatory:

Name of Firm:

Address:

Location:

Date:

10.6. Undertaking on Deliverables

[Company letterhead]

[Land locked borders]

[Date]

To,

Joint Director (ER),

Staff Selection Commission,
Block No.-12, CGO Complex,
Lodhi Road, New Delhi 110 003

Subject: Undertaking for Obligation to Submit Deliverables

I, [Your Name], holding the position of [Your Designation], at [Company Name], hereby solemnly pledge and affirm our commitment to meticulously adhere to the specified timelines of the [RFP Document] and to furnish all required deliverables by the predetermined deadline and scope of work mentioned in the RFP Document.

We duly recognize the import and severity of punctual and diligent execution of deliverables as an integral part of our contractual undertakings with Staff Selection Commission (SSC).

We unreservedly accept all terms and stipulations mentioned in the contractual document and are cognizant of the penalties/consequences that may be incurred in the event of tardiness or failure to accomplish tasks as scheduled in the scope of work.

Should any unforeseeable circumstances arise, that might impinge upon project timelines, we affirm our commitment to promptly apprise the relevant SSC officials. Furthermore, we will expeditiously strategize to rectify these issues to the best of our abilities.

Yours sincerely

Authorized Signature [In full and initials]:
Name and Title of Signatory:
Name of Firm:
Address:
Location:
Date:

10.7 BID SCECURING DECLARATION FROM BIDDERS IN LIEU OF EMD

(On Bidder' s Letterhead)

I/We,……the authorized signatory of M/s ..... participating in the subject tender No .....for, do hereby declare:

1. That I/we have availed the benefit of waiver of EMD while submitting our offer against the subject Tender, and no EMD being deposited for the said tender.
2. That in the event we withdraw/modify our bid during the period of validity ORI/we fail to execute formal contract agreement within the given timeline OR I/ we fail to submit a Performance Security within the given timeline OR I/ we commit any breach of Tender Conditions/ Contract which attracts penal action of forfeiture of EMD and I/ we will be suspended from being eligible for bidding/ award of all future contract(s) of Staff Selection Commission for a period of three years from the date of committing such breach.

Signature and Seal of Authorized Signatory of Bidder

Name of Authorized Signatory: ……..
Company Name: ……..

10.8 – PRE-CONTRACT INTEGRITY PACT

Integrity Pact

This Integrity Pact is entered by and between Staff Selection Commission, having its office located at Block 12 CGO Complex (hereinafter referred to as the "SSC", which expression shall, unless excluded by or repugnant to the context, be deemed to include its successor/s in office or assign) of the First Part;

AND

<***>**,** a Company incorporated under the Companies Act, 1956, having its registered office at<***>(hereinafter referred to as "Bidder", which expression shall, unless the context otherwise requires, include its permitted successors and assigns) of the Second Part.

Preamble

The SSC intends to award, under laid down organizational procedures, contract for Development, Optimization and Delivery of On-Premises Multi-Language AI/ML Translation Models for Examination Content_<Bidder' s Name>" through an open tender process and has issued RFP bearing number …… The SSC values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and /or Vendor(s) / Contractor(s).

To achieve these goals, the SSC wishes to enter into this Integrity Pact with the Bidder(s) for this tender process and execution of the Agreement and will appoint a Contract Evaluation Committee (comprising of Technical Evaluation Committee and Financial Evaluation Committee)/Independent External Monitor (IEM), who will monitor the tender process and the execution of the Agreement for compliance with the principles mentioned above.

Section1 – Commitments of the SSC

1) The SSC commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
   a) No employee of the SSC, personally or through family members, will in Connection with the RFP for, or the execution of the Agreement, demand, take a

promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b) The SSC will during this tender process treat all Bidder(s) with equity and reason. The SSC will, before and during this tender process, provide to all Bidders the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to this tender process or the Agreement execution.

c) The SSC will exclude from the process all known prejudiced persons.

2) If the SSCobtainsinformationontheconductofanyofitsofficers/employeeswhich is a criminal offence under the Indian Penal Code,1860 and/ or Prevention of Corruption Act, 1988, or if there be a substantive suspicion in this regard, the SSC will inform the Chief Vigilance Officer and, in addition, can initiate disciplinary actions.

Section2 – Commitments of the Bidder

a) The Bidder commits to take all measures necessary to prevent corruption. It commits itself to observe the following principles during its participation in this tender process and during the Agreement execution.

b) The Bidder will not, directly or through any other persons or firm, offer, promise or give to any of the SSC's employees involved in this tender process or the execution of the Agreement or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during this tender process or during the execution of the Agreement.

c) The Bidder will not enter into any undisclosed agreement or understanding with other bidder (s), whether formal or informal. This applies to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in this tender process.

d) The Bidder will not commit any offence under the India n Penal Code, 1860and/or Prevention of Corruption Act, 1988;further, the Bidder will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the SSC as part of the business relationship, regarding plans,

technical proposals and business details, including information contained or transmitted electronically.

e) The Bidder will, when presenting its bid, disclose any and all payments it has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with this tendering process or the award of Agreement under this tendering process.

f) The Bidder will not, directly or through any other person or firm, approach any Government officials, ministers, political persons, public servants, or any external agencies to influence the bidding decision-making process or to attain any undue favours to the Bidder.

g) The Bidder shall exclude, from this tender process or execution of the Agreement, all known prejudiced persons including those employees/ Directors/ management representatives of the Bidder who have family relationships with the employees or officers of the SSC.

h) The Bidder shall disclose the circumstances, arrangements, undertakings or relationships that constitute, or may reasonably be considered to constitute, an actual or potential conflict of interest with its obligations specified in the tender process or under any Agreement which may be negotiated or executed with the SSC. Bidder and its employees, agents, advisors and any other person associated with the Bidder must not place themselves in a position which may, or does, give rise to conflict of interest (or a potential conflict of interest) between the interests of the SSC or any other interests during this tender process or through operation of the Agreement.

i) The Bidder will not indulge in any corrupt, fraudulent, coercive, undesirable or restrictive practice in the tender process or the execution of the Agreement.

j) The Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future Contracts

If the Bidder, during the tender process or before award or during execution of the Agreement, has committed a transgression through a violation of Section 2 above, or in any other form, such as to put his reliability or credibility in question, the SSC is entitled to disqualify the Bidder from this tender process or decide not to award the work or terminate the awarded Agreement or blacklist the Bidder.

Section 4: Compensation for Damages

a) If the SSC has disqualified the Bidder from this tender process prior to the award according to Section 3, the SSC is entitled to disqualify the Bidder from bidding for any contract with Staff Selection Commission for a period of one year from the date of notification.
b) If the SSC has terminated the Agreement according to Section3, or if the SSC is entitled to terminate the Agreement according to Section 3, the SSC shall be entitled to demand and recover from the Bidder / Vendor the amount equivalent to Security Deposit / Performance Bank Guarantee in addition to any other penalties/recoveries as per terms and conditions of the Agreement.

Section 5: Previous Transgression

a) The Bidder declares that no previous transgressions occurred in the last three years with any other Central Government/State Government or Central PSU entity in India or any entity in any other country conforming to the anti-corruption approach that could justify Bidder's exclusion from this tender process.
b) If the Bidder makes an incorrect statement on this subject or hides any material information, the SSC is entitled to disqualify the Bidder from this tender process, or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings"

Section 6: Equal treatment of all Bidders

a) The Bidder undertakes to demand from all sub-consultants of the Vendor a commitment in conformity with this Integrity Pact, and to submit it to the SSC before signing of the Agreement with the SSC.
b) The SSC will enter into individual Integrity Pacts with identical conditions as this one with all sub-consultants of the Vendor.
c) Only if the Bidder has entered into this Integrity Pact with the SSC, the Bidder shall be eligible to participate in this tender process or execution of the Agreement.
d) The SSC will have the right to disqualify the Bidder from this tender process if the Bidder does not get this Integrity Pact from the Bidder's authorized signatory or violates any of its provisions.

Section 7: Criminal charges against violation Bidder/Sub consultant(s)

If the SSC has knowledge of the conduct of the Bidder or its Sub consultant, or of an employee or a representative or an associate of the Bidder or Sub consultant which constitutes corruption, or if the SSC has substantive suspicion in this regard, the SSC will inform the same to the Vigilance Officer in the Staff Selection Commission.

Section 8: Independent External Monitor/Monitors

a) The SSC appoints an independent officer with the approval of the Chairman as Independent External Monitor for this Integrity Pact. The task of the Monitor is to review independently and objectively whether and to what extent the Parties comply with the obligations under this Integrity Pact.
b) The Monitor is not subject to instructions by the representatives of the Parties and performs his functions neutrally and independently. The Monitor shall report to the Chairman SSC.
c) The Bidder accepts that the Monitor has the right to access without restriction to all project documentation of the SSC, including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same applies to sub-consultants of the Vendor. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Sub consultant(s) of the Vendor with confidentiality.
d) The SSC will provide to the Monitor enough information about all meetings among the parties related to the tender process or the execution of the Agreement, provided such meetings could have an impact on the contractual relations between the SSC and the successful Bidder. The Parties offer to the Monitor the option to participate in such meetings.
e) As soon as the Monitor notices, or believes to notice, a violation of this Integrity Pact, he will so inform the SSC and request the SSC to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.

f) The Monitor will submit a written report to the SSC within 8 to 10 weeks from the date of reference or intimation to him by the SSC and, should the occasion arise, submit proposals for correcting problematic situations.

g) If the Monitor has reported to the SSC a substantiated suspicion of an offence under the relevant Indian Penal Code, 1860, and Prevention of Corruption Act, 1988, and the SSC has not, within a reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmitt his information directly to the Central Vigilance Commissioner, Government of India.

h) The word 'Monitor' would include both singular and plural.

Section 9: Pact Duration

a) This Integrity Pact begins when both Parties have legally signed it. It expires for the successful Bidder 12 months after the last payment under the Agreement, and for all other bidders, 6 months after the execution of the Agreement with the Vendor.

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

Section 10: Other provisions

a) This Integrity Pact is subject to Indian Law; the place of performance and jurisdiction is th e Office of the SSC first above written, i.e. New Delhi.

b) Changes and supplements to this Integrity Pact as well as termination notices need to be made in writing. Parties acknowledge that side agreements have not been made.

c) Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the Parties will strive to come to an agreement to their original intentions.

For & On Behalf of the SSC	For & On Behalf of the Bidder
(Official Seal)	(Official Seal)
Place:	Place:
Date:	Date

11. Annexure- 'B'

SSC Regional Offices – Consolidated Contact List

S. No.	Region	Office Address	Phone Numbers	Email ID
1	Northern Region (NR)	Block No. 12, 5th Floor, CGO Complex, Lodhi Road, New Delhi – 110003	011-24360839	rd-nr@ssc.nic.in
2	Central Region (CR)	Kendriya Sadan, 34-A, Mahatma Gandhi Marg, Civil Lines, Prayagraj, Uttar Pradesh – 211001	0532-2460511, 0532-2460512	ad-exam-cr@ssc.nic.in
3	Eastern Region (ER)	1st MSO Building, 8th Floor, Nizam Palace, 234/4, A.J.C. Bose Road, Kolkata – 700020	033-2290-2230	rder.ssc@gov.in
4	Western Region (WR)	1st Floor, South Wing, Pratishtha Bhawan, 101, Maharshi Karve Road, Mumbai – 400020	022-22018866, 022-22019118, 7738422705	rd-wr@ssc.nic.in
5	Southern Region (SR)	2nd Floor, EVK Sampath Building, DPI Campus, College Road, Chennai – 600006	044-28275568	rd-sr@ssc.nic.in
6	North Western Region (NWR)	Block No. 3, Ground Floor, Kendriya Sadan, Sector 9, Chandigarh – 160009	0172-2744366	dd-nwr@ssc.nic.in
7	Karnataka Kerala Region (KKR)	1st Floor, E Wing, Kendriya Sadan, Koramangala, Bengaluru – 560034	080-25502520	rdssckkr@nic.in
8	North Eastern Region (NER)	Housefed Complex, Last Gate, Beltola-Basistha Road, P.O. Assam Sachivalaya, Dispur, Guwahati – 781006	9531456804, 9435052556	rd-ner@ssc.nic.in
9	Madhya Pradesh Region (MPR)	5th Floor, Investment Building, LIC Campus-II, Pandri, Raipur, Chhattisgarh – 492004	0771-2960440	rd.mpr-ssc@ssc.nic.in

12. General Contract Conditions

1. General

1.1. Tenets of Interpretation

Unless where the context requires otherwise, throughout the contract:

1) The headings of these conditions shall not affect the interpretation or construction thereof.

2) Writing or written includes matter either whole or in part, in digital communications, manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over signature or seal or digitally acceptable authentication, as the case may be.

3) Words in the singular include the plural and vice-versa.

4) Words importing the masculine gender shall be taken to include other genders, and words importing persons shall include any company, association, or body of individuals, whether incorporated or not.

5) Terms and expressions not herein defined shall have the meanings assigned to them in the contract Act, 1872 (as amended) or the Sale of Goods Act, 1930 (as amended) or the General Clauses Act, 1897 (as amended) or of INCOTERMS, (current edition published by the International Chamber of Commerce, Paris) as the case may be.

6) Any reference to 'Services' shall also be deemed to include the incidental Works/ Goods.

7) Any reference to any legal Act, Government Policies or orders shall be deemed to include all amendments to such instruments, from time to time, to date.

8) GCC-clause 5.12 (Book Examination clause) shall not apply unless invoked explicitly in the contract.

1.2. Definitions

In the contract, unless the context otherwise requires:

1) "Allied Firm" are all business entities that are within the 'controlling ownership interest' (ownership of or entitlement to more than twenty-five per cent of the company's shares or capital or profits) or 'control'(including the right to appoint a majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder agreements or voting agreements) of the principal firm acting alone or together or through one or more juridical persons. All successor firms or assigns of the principal firm shall be considered allied firms;

2) "Bill of Quantities" (including the term Price Schedule or BOQ) means the priced and completed Bill of Quantities forming part of the Proposal;

3) "Commercial Bank" means a bank, defined as a scheduled bank under section 2(e) of the Reserve Bank of India Act, 1934;

4) "Contract" (including the terms 'Purchase Order' or 'Supply Order' or 'Withdrawal Order' or 'Work Order' or 'Consultancy Contract' or 'Contract for Services', 'rate contract' or 'framework contract' or 'Letter of Award – LoA' (letter or memorandum communicating to the Consultant the acceptance of his Proposal) or 'Agreement' or a 'repeat order' accepted/ acted upon by the Consultant in specific contexts), means a formal legal agreement in writing relating to the subject matter of procurement, entered into between the Procuring Entity and the Consultant on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country;

5) "Consultant" (as a participant in a Procurement Process - including the term 'contractor', 'bidder', 'tenderer', participant' or 'service provider' in specific contexts) means any person or firm or company, including any member of a consortium or joint venture, every artificial juridical person not falling in any of the descriptions of Consultants stated hereinbefore, including any agency branch or office controlled by such person, participating in a Procurement Process;

6) "Consultant" (as a contract holder - including the terms 'Supplier' or 'Service Provider' or 'Contractor' or 'Firm' or 'Vendor' or 'Successful Consultant' in specific contexts) means the person, firm, company, or Joint Venture with whom the contract is entered into and shall be deemed to include the Consultant's successors (approved by the Procuring Entity), agents, Sub-consultant, representatives, heirs, executors, and administrators as the case may be unless excluded by the terms of the contract;

7) "Contract Manager" means (as distinct from Team Leader of the Consultant) the Procurement Officer or any other officer or a third-party agency who has been assigned the authority to take all actions on behalf of the Procuring Entity during the execution of the contract by the Consultant;

8) "Day", "Month", and "Year" shall mean respectively calendar day, month or year (unless reference to financial year is apparent from the context);

9) "Effective Date" means the date on which this Contract comes into force and effect as per the Contract;

10) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract;
11) "Goods" (including the terms ‘Stores’, and ‘Material(s)’ in specific contexts) includes all articles, materials, commodities, livestock, medicines, furniture, fixtures, raw material, consumables, spare parts, instruments, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock assemblies, sub-assemblies, accessories, a group of machines comprising an integrated production process or such other categories of goods or intangible, products like technology transfer, licenses, patents or other intellectual properties (but excludes books, publications, periodicals, etc., for a library), in specific contexts, procured or otherwise acquired by a Procuring Entity. Any reference to Goods shall be deemed to include small work or some services that are incidental or consequential to the supply of such goods;
12) “Government" means the Central Government or a State Government, as the case may be and includes agencies and Public Sector Enterprises under it in specific contexts;
13) “Intellectual Property Rights” (IPR) means the intellectual property owner's rights concerning possession/ exploitation of such property by others of tangible or intangible intellectual property, including rights to Patents, Copyrights, Trademarks, Industrial Designs, Geographical indications (GI);
14) “Joint Venture (JV or JV/C)” means an association or a Consortium with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Entity for the performance of the Contract.;
15) “Key Expert(s)” means an individual professional (usually identified by name) whose skills, qualifications, knowledge, and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was considered in the technical evaluation of the Consultant’s proposal;
16) “Non-Key Expert(s)” means an individual professional (usually not identified by name) provided by the Consultant or its Sub-consultants to perform the Services or any part thereof under the Contract;
17) “Parties”: The parties to the contract are the "Consultant" and the “Procuring Entity”, as defined in GCC clause 2.4;
18) “Performance Security” (includes the terms ‘Security Deposit’ or ‘Performance Bond’ ‘Performance Bank Guarantee’ or other specified financial instruments in specific contexts) means a monetary guarantee to be furnished by the successful Consultant or Contractor in the form prescribed for the due performance of the contract;
19) “Procurement” (in the context of Public/ Government ‘procurement’ or ‘Purchase’, or ‘Acquisition’ including an award of Public-Private Partnership projects, in specific contexts) means the acquisition of Goods/ Services/ works or a combination thereof by way of purchase, lease, license or otherwise, either using public funds or any other source of funds (e.g. grant, loans, gifts, private investment etc.) by a Procuring Entity, whether directly or through an agency with which a contract for procurement is entered into, but does not include any acquisition without consideration. The term “procure”/ “procured” or “purchase”/ “purchased” shall be construed accordingly;
20) “Procuring Entity” means the entity in The Procuring Organization procuring Goods, Works, or Services;
21) “Procurement Officer” means the officer signing the Letter of Award (LoA) and/or the contract on behalf of the Procuring Entity;
22) “Procurement Process” (or “Tender”; “RFP”; “EOI”, “Tender Enquiry” in specific contexts): ‘Procurement Process’ is the whole process from the publishing of the RFP Document to the resultant award of the contract. ‘RFP Document’ means the document (including all its sections, appendices, forms, formats, etc.) published by the Procuring Entity to invite Proposals in a Procurement Process. The RFP Document and Procurement Process may be generically and interchangeably referred to as “Bid Document”, “Tender" or " Tender Enquiry, " which would be clear from context without ambiguity;
23) "Proposal" (including the term ‘tender’, ‘offer’, ‘quotation’ or ‘bid’ in specific contexts) means an offer to supply goods, services or execution of works made as per the terms and conditions set out in a document inviting such offers;
24) “Services” means the activities to be performed by the Consultant under this Contract, as described in Appendix A thereto;
25) “Signed” means ink signed or digitally signed with a valid Digital Signature as per IT Act 2000 (amended from time to time). It also includes stamped, except in the case of a Letter of Award or amendment thereof;
26) “Sub-consultant” means a person or corporate body with an agreement with the Consultant to carry out a specific part of the ‘Services’ while the Consultant remains solely liable for the execution of the Contract;
27) “Variation” means an instruction given by the Contract Manager, which varies the scope, quantum or performance standards of the Service performed;

28) "Works" refer to any activity involving construction, fabrication, repair, overhaul, renovation, decoration, installation, erection, excavation, dredging, and so on, which make use of a combination of one or more engineering designs, architectural design, material and technology, labour, machinery, and equipment.

1.3. Document Conventions

All words and phrases defined in GCC-clause 1.2 are written as 'Capitalised words' and shall have the defined meaning. The rest of the words shall be as per grammar, inter-alia 'Services' shall indicate the definition given in the GCC, while 'services' shall have the usual dictionary meaning.

1.4. Abbreviations:

AITC Appendix to Instructions To Consultants
BOQ Bill of Quantities
BSD Bid Securing Declaration
CV Curriculum Vitae
EMD Monetary guarantee to be furnished by a Consultant along with its proposal
EOI Expression Of Interest
FBS Fixed Budget Selection
GCC General Conditions of Contract
GST Goods and Services Tax
GSTIN GST Identification Number
GTE Global Tender Enquiry (International Competitive Bidding) HSN Harmonized System of Nomenclature
IEM Independent External Monitor
IPR Intellectual Property Rights
ITC Instructions To Consultants
JV/C Joint Venture/ Consortium
LCS Least Cost Selection
LoA Letter of Award (Acceptance) QCBS Quality and Cost-Based Selection REOI Request for Expression of Interest
RFP Request for Proposal
RFPL Request for Proposal Letter
SCC Special Conditions of Contract
TIA Tender Inviting Authority
TIS Tender Information Summary
TOR Terms of Reference

2. The Contract

2.1. Language of Contract

The contract and all subsequent correspondence documents, during its execution, between the consultant and the Procuring Entity shall be written in the Language (hereinafter called the contract's language) as stipulated in the Contract (or, if not so specified, in English). However, the language of any printed literature furnished by a Consultant may be written in any other language provided a certified translation accompanies the same in the contract's language. For purposes of interpretation, translation in the contract's language shall prevail.

2.2. The Entire Agreement

This Contract and its documents (referred to in GCC-clause 2.5 below) constitute the entire agreement between the Procuring Entity and the Consultant and supersede all other communications, negotiations, and agreements (whether written or oral) of the Parties made before the date of this Contract. No agent or representative of either Party has the authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not outlined in this Contract.

2.3. Severability

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

2.4. Relationship between Parties

1) The parties to the contract are the Consultant and the Procuring Entity, as nominated in the contract.

2) Nothing contained herein shall be construed as establishing a relationship in the nature of master and servant or principal and agent between the Procuring Entity and the Consultant. The Consultant, subject to this Contract, is legally the main principal/ master of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3) Authority of Member in Charge: In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the contract to act on their behalf in exercising all the Consultant's rights and obligations towards the Procuring Entity under this Contract, including without limitation the receiving of instructions and payments from the Procuring Entity.
4) Authorised Representative: Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Procuring Entity or the Consultant may be taken or executed by the officials specified in the contract.
5) Good Faith: The Parties shall act in good faith concerning each other's rights under this Contract and adopt all reasonable measures to ensure the realization of the objectives of this Contract. The Consultant shall always act, in respect of any matter relating to this Contract or the Services, as a faithful adviser to the Procuring Entity and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with the third parties.

2.5. Contract Documents and their Precedence

The following conditions and documents in indicated order of precedence (higher to lower) shall be considered an integral part of the contract, irrespective of whether these are not appended/ referred to in it. Any generic reference to 'Contract' shall imply reference to all these documents as well:
1) Valid and authorized Amendments issued to the contract.
2) The Agreement consisting of the initial paragraphs, recitals, and other clauses, including the appendices annexed to it and signatures of Procuring Entity, set forth immediately before the GCC;
3) Scope of Work;
4) Financial Proposal.
5) the Letter of Award (LoA), if issued
6) the GCC
7) the Consultant's Proposal;
8) any other document listed in the contract as forming part of this Contract.
9) Integrity Pact, if any

2.6. Modifications/ Amendments, Waivers and Forbearances

2.6.1 Modifications/ Amendments of Contract

1) After the contract documents have been signed, no modified provisions shall be applicable unless the Procuring Entity suo-moto or, on request from the Consultant, by written order, amend the contract, at any time during the currency of the contract, by making alterations and modifications within the general scope of the Contract. Requests for changes and modifications in the Contract may be submitted in writing by the Consultant to the Procuring Entity.
2) If the Consultant does not agree to the suo-moto modifications/ amendments made by the Procuring Entity, he shall convey his views within 14 days from the date of amendment/ modification. Otherwise, it shall be assumed that the Consultant has consented to the amendment.
3) Any verbal or written arrangement abandoning, modifying, extending, reducing, or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Procuring Entity unless and until the same is incorporated in a formal instrument and signed by the Procuring Entity, and till then the Procuring Entity shall have the right to repudiate such arrangements.

2.6.2 Waivers and Forbearance

The following shall apply concerning any waivers, forbearance, or similar action taken under this Contract:
1) Any waiver of a Procuring Entity's rights, powers, or remedies under this Contract must be in writing, dated, and signed by an authorized representative of the Procuring Entity granting such a waiver and must specify the terms under which the waiver is being granted.
2) No relaxation, forbearance, delay, or indulgence by Procuring Entity in enforcing any of the terms and conditions of this Contract or granting of an extension of time by Procuring Entity to the Consultant shall, in any way whatsoever, prejudice, affect, or restrict the rights of Procuring Entity under this Contract, neither shall any waiver by Procuring Entity of any breach of Contract operate as a waiver of any subsequent or continuing breach of Contract.

3. Governing Laws and Jurisdiction

3.1. Governing Laws and Jurisdiction

1) This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.
2) Irrespective of the place of delivery, the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the Letter of Award (LoA, or the contract Agreement, in the absence of LoA) has been issued. Unless otherwise specified in the Contract,

the courts of such a place shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

3.2. Changes in Laws and Regulations

Unless otherwise stipulated in the contract, if after the deadline for the Proposal submission (Techno-commercial), any law, regulation, ordinance, order or bye-law having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased as per GCC clause 2.6, by agreement between the Parties hereto, to the extent that the Consultant has thereby been affected in the performance of any of its obligations under the contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the applicable price adjustment provisions.

4. Communications

4.1. Communications

All communications under the contract shall be served by the parties to each other in writing, in the contract's language, and served in a manner customary and acceptable in business and commercial transactions.

The effective date of such communications shall be either the date when delivered to the recipient or the effective date mentioned explicitly in the communication, whichever is later.

No communication shall amount to an amendment of the terms and conditions of the contract, except a formal letter of amendment of the Contract expressly so designated.

Such communications would be an instruction, a notification, an acceptance, a certificate from the Procuring Entity, or a submission or a notification from the Consultant. A notification or certificate required under the contract must be communicated separately from other communications.

4.2. Persons signing the Communications

For all purposes of the contract, including arbitration, thereunder all communications to the other party shall be signed by:

1) On behalf of the Consultant: The person who has signed the contract on behalf of the Consultant shall sign all correspondences. A person signing communication in respect of the contract or purported to be on behalf of the Consultant, without disclosing his authority to do so, shall be deemed to warrant that he has authority to bind the Consultant. If it is discovered at any time that the person so signing has no authority to do so, the Procuring Entity reserves its right, without prejudice to any other right or remedy, to terminate the contract for default in terms of the contract and/ or avail any or all the remedies thereunder and hold such person personally and/ or the Consultant liable to the Procuring Entity for all costs and damages arising from such misdemeanours.

2) On behalf of the Procuring Entity: Unless otherwise stipulated in the contract, the Contract Manager signing the contract shall administer the contract and sign communications on behalf of the Procuring Entity. Paying Authorities mentioned in the contract shall also administer respective functions during Contract Execution.

4.3. Address of the parties for sending communications by the other party.

For all purposes of the contract, including arbitration, thereunder, the address of parties to which the other party shall address all communications and notices shall be:

1) The Consultant's address as mentioned in the contract, unless the Consultant has notified change by a separate communication containing no other topic to the Procuring Entity. The Consultant shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid, and

2) The Procuring Entity's address shall be the one mentioned in the contract. The Consultant shall also send additional copies to officers of the Procuring Entity presently dealing with the contract.

3) In case of communications from the Consultant, copies of communications shall be marked to the Contract Manager and the Procuring Entity’s officer signing the contract and as relevant to the Paying Authorities mentioned in the contract. Unless specified before the contract's start, the Procuring Entity and the Consultant shall notify each other if additional copies of communications are to be addressed to additional addresses.

Consultant’s Obligations and restrictions on its Rights

5.1. Changes in Constitution/ financial stakes/ responsibilities a Contract’s Business

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

1) Where the Consultant is a partnership firm, the following restrictions shall apply to changes in the constitution during the execution of the contract:

a) A new partner shall not be introduced in the firm except with the previous consent in writing of the Procuring Entity, which shall be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract before the date of such undertaking.

b) On the death or retirement of any partner of the Consultant firm before the complete performance of the contract, the Procuring Entity may, at his option, terminate the contract for default as per the contract and/ or avail any or all remedies thereunder.

c) If the contract is not terminated as provided in Sub-clause (b) above, notwithstanding the retirement of a partner from the firm, that partner shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act, has been sent by him to the Procuring Entity in writing or electronically.

5.2. Obligation to Maintain Eligibility and Qualifications

The contract has been awarded to the Consultant based on evaluation and scoring criteria stipulated in the RFP process after he was shortlisted in the preceding RFP process based on eligibility and qualifications criteria stipulated therein. The Consultant is contractually bound to maintain compliance with all such criteria during the execution of the contract. Any change which would vitiate the basis on which the Consultant was shortlisted or awarded the contract should be pro-actively brought to the notice of the Procuring Entity within 7 days of it coming to the Consultant's knowledge.

5.3. Restriction on Potential Conflict of Interests

1) Neither the Consultant nor its Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

a) During this Contract's term, any business or professional activities in India that would conflict with the activities assigned to them.

b) After this Contract's termination, such other activities as may be stipulated in the contract.

2) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Procuring Entity on the procurement of goods, works or services, the Consultant shall at all times exercise such responsibility in the best interest of the Procuring Entity. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Procuring Entity.

3) During the term of this Contract and after its termination, the Consultant and its affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the subject Service of this Contract and any continuation thereof) for any project resulting from or closely related to the subject Services of this Contract.

4) The payment of the Consultant according to (GCC Clause 10.5) shall constitute the Consultant's only payment in connection with this Contract. The Consultant shall not accept for its benefit any trade commission, discount, or similar payment in connection with activities under this Contract or the discharge of its obligations hereunder. The Consultant shall use its best efforts to ensure that any Sub-consultants and the Experts and agents of either shall not receive any additional payment.

5) The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Entity, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant and/ or the termination of the Contract.

5.4. Consequences of breach by Constituents of a Consultant

Should the Consultant or any of its partners, its Sub-consultants, any of its members in case of JV/C, or their Personnel commit a default or breach of GCC-clause 5.1 to 5.7, the Consultant (in case of JV, by the Lead Member, or in the case of the Lead Member being the defaulter, by the member nominated as Lead Member of the remaining JV/C) shall remedy such breaches within 21 days, keeping the Procuring Entity informed. Procuring Entity may call upon the Lead Member to assign the work of the defaulting member to any other equally competent party acceptable to the Procuring Entity. However, at its discretion, the Procuring Entity shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies thereunder. The decision of the Procuring Entity as to any matter or thing concerning or arising out of GCC-clause 5.1 to 5.7 or on any question whether the Consultant or any partner of the Consultant firm has committed a default or breach of any of the conditions shall be final and binding on the Consultant.

5.5. Assignment and Sub-contracting®

1) the Consultant shall not, save with the previous consent in writing of the Procuring Entity, sublet, transfer, or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever to any Sub-consultant.

2) The Consultant shall notify the Procuring Entity in writing of all such Sub-consultants, if not already stipulated in the contract, in its original Proposal or later. Such notification shall not relieve the Consultant from

any of its liability or obligation under the terms and conditions of the contract. Sub-consultants must comply with and should not circumvent the Consultant's compliance with its obligations under GCC-clause 5.1 to 5.7.

3) If the Consultant sublets or assigns this Contract or any part thereof without such permission, the Procuring Entity shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies thereunder.

5.6. Obligation to Indemnify Procuring Entity

5.6.1 For breach of IPR Rights

1) the Consultant shall indemnify and hold harmless, free of costs, the Procuring Entity and its employees and officers from and against all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which may arise in respect of the Services provided by the Consultant under this Contract, as a result of any infringement or alleged infringement of any patent, utility model, registered design, copyright, or other Intellectual Proprietary Rights (IPR) or trademarks, registered or otherwise existing on the date of the contract arising out of or in connection with:

a) Any design, data, drawing, specification, or other documents or Services provided or designed by the Consultant for or on behalf of the Procuring Entity.

b) The sale by the Procuring Entity in any country of the services/ products produced by the Services delivered by Consultant, and

c) The delivery of the Services by the Consultant or the use of the Services at the Procuring Entity's Site

2) Such indemnity shall not cover any use of the Services or any part thereof other than for the purpose indicated by or to be reasonably inferred from the contract, neither any infringement resulting from the use of the Services or any part thereof, or any service/ products produced thereby in association or combination with any other service, equipment, plant, or materials not delivered by the Consultant.

3) If any proceedings are brought, or any claim is made against the Procuring Entity arising out of the matters referred above, the Procuring Entity shall promptly notify the Consultant. At its own expense and in the Procuring Entity's name, the Consultant may conduct such proceedings and negotiations to settle any such proceedings or claim, keeping the Procuring Entity informed.

4) If the Consultant fails to notify the Procuring Entity within twenty-eight (28) days after receiving such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its behalf at the risk and cost to the Consultant.

5) At the Consultant's request, the Procuring Entity shall afford all available assistance to the Consultant in conducting such proceedings or claims and shall be reimbursed by the Consultant for all reasonable expenses.

5.6.2 For Losses and Damages Caused by Consultant

1) the Consultant shall indemnify and keep harmless the Procuring Entity, from and against, all actions, suit proceedings, losses, costs, damages, charges, claims, and demands of every nature and description brought or recovered against the Procuring Entity because of any act or omission or default or negligence or trespass of the Consultant, his agents, or employees despite all reasonable and proper precautions may have been taken, during the execution of the Services. The Consultant shall make good at his own expense all resulting losses and/ or damages to:

(a) the Services themselves or

(b) any other property of the Procuring Entity or

(c) the lives, persons, or property of others

2) In case the Procuring Entity is called upon to make good such costs, loss, or damages or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof, the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Procuring Entity may incur about it, shall be charged to the Consultant. All sums payable by way of compensation under any of these conditions shall be considered reasonable compensation to be applied to the actual loss or damage sustained and whether or not any damage shall have been sustained.

3) The Procuring Entity shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings, or in anticipation of legal proceedings being instituted consequent on the action or default of the Consultant, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Consultant, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the Consultant.

5.7. Confidentiality, Secrecy and Property and IPR Rights

5.7.1 Property Rights

1) Physical assets, e.g., Equipment, vehicles and materials made available to the Consultant by the Procuring Entity or purchased by the Consultant wholly or partly with funds provided by the Procuring Entity, shall be the property of the Procuring Entity and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make an inventory of such equipment, vehicles, and materials available to the Procuring Entity and dispose of such equipment, vehicles, and materials in accordance with the Procuring Entity's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Procuring Entity in writing, shall insure them at the expense of the Procuring Entity in an amount equal to their total replacement value.

2) Intangible assets, e.g., license agreements, Software Packages, and memberships for purposes of performance of this contract provided by the Procuring Entity or purchased by the Consultant wholly or partly with funds provided by the Procuring Entity, shall be the property of the Procuring Entity and shall be registered accordingly., These shall be obtained in the name of the Procuring entity after obtaining the Procuring Entity's prior written approval. The Procuring entity shall have an encumbered right to use such assets, even after the termination of the Contract. Any restrictions about the future use of these documents and software shall be specified in the Contract.

5.7.2 IPR Rights

All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Procuring Entity and shall be subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity's prior written consent. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software but shall not use it for commercial purposes.

5.7.3 Confidentiality

All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of the Procuring Entity to the Consultant in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of the Procuring Entity and shall, without the prior written consent of Procuring Entity neither be divulged by the Consultant to any third party, nor be used by him for any purpose other than the design, procurement, or other services and activities required for the performance of this Contract. If advised by the Procuring Entity, all copies of all such information in original shall be returned on completion of the Consultant's performance and obligations under this contract.

5.7.4 Secrecy

If the contract declares the subject matter of this Contract as coming under the Official Secrets Act, 1923 or if the contract is marked as "Secret", the Consultant shall take all reasonable steps necessary to ensure that all persons employed in any connection with the contract, have acknowledged their responsibilities and penalties for violations under the Official Secrets Act and any regulations framed thereunder.

5.7.5 Restrictions on the Use of Information

1) Without the Procuring Entity's prior written consent, the Consultant shall not use the information mentioned in the sub-clauses above except for performing this contract.

2) The Consultant shall treat and mark all information as confidential (or Secret – as the case may) and shall not, without the written consent of the Procuring Entity, divulge to any person other than the person(s) employed by the Consultant in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this contract.

3) Notwithstanding the above, the Consultant may furnish to its holding company or its Sub-consultant(s) such documents, data, and other information it receives from the Procuring Entity to the extent required for performing the contract. In this event, the Consultant shall obtain from such holding company/ Sub-consultant(s) an undertaking of confidentiality (or secrecy – as the case may be) similar to that imposed on the Consultant under the above clauses.

4) The obligation of the Consultant under sub-clauses above, however, shall not apply to information that:

a) the Consultant needs to share with the institution(s) participating in the financing of the contract;

b) now or hereafter is or enters the public domain through no fault of Consultant;

c) can be proven to have been possessed by the Consultant at the time of disclosure and which was not previously obtained, directly or indirectly, from the Procuring Entity; or

d) otherwise lawfully becomes available to the Consultant from a third party with no obligation of confidentiality.

5) The above provisions shall not in any way modify any undertaking of confidentiality (or Secrecy – as the case may be) given by the Consultant before the contract date in respect of the contract, the RFP Document, or any part thereof.

6) The provisions of this clause shall survive completion or termination for whatever reason of the contract.

5.7.6 Protection and Security of Personal Data

1) Where the Consultant is processing Personal Data for the Procuring Entity (as part of Services), the Consultant shall:

a) Process the Personal Data only as per instructions from Procuring Entity (which may be specific instructions or instructions of a general nature) as set out in this Contract or as otherwise notified by Procuring Entity;

b) Comply with all applicable laws;

c) Process the Personal Data only to the extent and in such manner as is necessary for the discharge of the Consultant's obligations under this Contract or as is required by Law or any Regulatory Body;

d) Implement appropriate technical and organisational measures to protect Personal Data against unauthorized or unlawful Processing and accidental loss, destruction, damage, alteration, or disclosure. These measures shall be appropriate to the harm which might result from any unauthorized or unlawful Processing, accidental loss, destruction, or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;

e) Take reasonable steps to ensure the reliability of its staff and agents who may have access to the Personal Data;

f) Obtain prior written consent from the Authority to transfer the Personal Data to any Sub-consultant for the provision of the Services;

g) Not cause or permit the Personal Data to be transferred, stored, accessed, viewed, or processed outside of India without the prior written consent of the Procuring Entity.

h) Ensure that all staff and agents required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause.

i) Ensure that none of the staff and agents publishes or disclose any personal data to any third parties unless directed in writing to do so by the Procuring Entity.

j) Not disclose Personal Data to any third parties in any circumstances other than with the written consent of the Procuring Entity or compliance with a legal obligation imposed upon the Procuring Entity;

2) Notify the Procuring Entity (within five Working Days) if it receives the;

a) a request from an employee of Procuring Entity to have access to his or other employees' Personal Data; or

b) a complaint or request relating to the Procuring Entity's obligations under the law;

3) The provision of this clause shall apply during the contract period and indefinitely after its expiry.

5.8. Performance Bond/ Security

1) Within twenty-one days (or any other period mentioned in RFP Document or Contract) after the issue of the Letter of Award (LoA or the contract, if LoA is skipped) by the Procuring Entity, the Consultant shall furnish to the Procuring Entity performance security, valid up to sixty days (or any other period mentioned in RFP Document or Contract) after the date of completion of all contractual obligations by the Consultant.

2) The amount of Performance security shall be stipulated in the RFP document, or the Contract (3% of the contract Price) denominated in Indian Rupees or the currency of the contract and shall be in one of the following forms:

a) Unless otherwise stipulated in the RFP Document or the Contract, Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from any commercial bank in India, or online payment in an acceptable form safeguarding the Procuring Entity's interest, or

b) Bank Guarantee (including an e-Bank Guarantee) issued by a commercial bank in India, in the prescribed form provided in Appendix E-1 to Format 1: Contract Form.

3) If the Consultant, having been called upon by the Procuring Entity to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Procuring Entity at its discretion to annul the award and forfeit the EMD (or enforce Bid Securing Declaration, if that was submitted in lieu of Bid Security),besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc.

4) If the Consultant fails to maintain the requisite Performance Security during the Contract's currency, it shall be lawful for the Procuring Entity at its discretion.

(a) treat it as a breach of contract and avail any or all contractual remedies provided for breaches/ default, including termination of the Contract for Default, or

(b) without terminating the Contract, recover from the Consultant the amount of such security deposit by deducting the amount from the pending bills of the Consultant under the contract or any other contract with the Procuring Entity or the Government or any person contracting through the Procuring Organisation or otherwise, howsoever as per GCC-clause 10.4.

5) If a contract is amended, the Consultant shall furnish amended Performance Security with revised value and validity within twenty-one days of the issue of such an amendment.

6) The Procuring Entity shall be entitled, and it shall be lawful on his part,

(a) to deduct from the performance securities or to forfeit the said security in whole or in part in the event of:

i) Any default, failure, or neglect on the part of the Consultant in the fulfilment or performance in all respect of this contract or any other contract with the Procuring Organisation or any part thereof

ii) for any loss or damage recoverable from the Consultant which the Procuring Entity may suffer or be put to for reasons of or due to the above defaults/ failures/ neglect

(b) and in either of the events aforesaid to call upon the Consultant to maintain the said performance security at its original limit by making further deposits, provided further that the Procuring Entity shall be entitled, and it shall be lawful on his part, to recover any such claim from any sum then due or which at any time after that may become due to the Consultant for similar reasons.

7) Subject to the sub-clause above, the Procuring Entity shall release the performance security without any interest to the Consultant on completing all contractual obligations. Alternatively, upon the Consultant submitting a suitable separate Defect Liability Security for the duration of Defect Liability obligations, the original Performance Guarantee Security shall be released mutatis mutandis.

8) No claim shall lie against the Procuring Entity regarding interest on cash deposits, Government Securities, or depreciation thereof.

5.9. Permits, Approvals and Licenses

Whenever the Services and incidental Goods/ Works delivery requires the Consultant to obtain permits, approvals, and licenses from local public authorities or any third party, it shall be the Consultant's sole responsibility to obtain these and keep them current and valid. Such requirements may include but not be restricted to licences or environmental clearance if required. If requested by the Consultant, the Procuring Entity shall make its best effort to assist the Consultant in complying with such requirements in a timely and expeditious manner without diluting the Consultant’s responsibility in this regard.

5.10. Insurances

The Consultant (a) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants’, as the case may be) own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks, and for the coverage, as stipulated in the contract or any applicable law including Labour Codes; and at the Procuring Entity’s request, shall provide evidence to the Procuring Entity showing that such insurance has been taken out and maintained and that the current premiums have been paid. The Consultant shall ensure that such insurances are in place before commencing the Services as stated in GCC clause 9.2. Alterations to the terms of insurance shall not be made without the approval of the Contract Manager.

5.11. Accounting, Inspection and Auditing

The Consultant shall keep and make all reasonable efforts to cause its Sub-consultants to keep accurate and systematic accounts and records in respect of the Services and in such form and detail as shall identify relevant time changes and costs and as per accounting principles prescribed in India.

5.12. Book Examination Clause

If explicitly invoked in the contract, the Procuring Entity reserves the right for 'Book Examination' as follows:

1) The Consultant shall, whenever called upon and required to produce or cause to be produced, for examination by any Government Officer duly authorised on that behalf, any cost or other book of account, voucher, receipt, letter, memorandum, paper or writing or any copy of or extract from any such document. The Consultant shall also furnish information relating to the execution of this contract or relevant for verifying or ascertaining the cost of execution of this contract to such Government Officer in such manner as may be required. This Government Officer’s decision on the relevancy of any document or information of return shall be final and binding on the parties. The obligation imposed by this clause is without prejudice to the Consultant's obligations under any other statute, rules or orders which shall be concurrently binding on the Consultant.

2) The Consultant shall, if the authorised Government Officer so requires (whether before or after the prices have been finally fixed), afford facilities to the Government Officer concerned to visit the Consultant's premises to examine the processes of delivery of Services and estimate or ascertain the cost of performance of Contract. The authorised Government Officer shall have the power, mutatis mutandis, to examine all the

relevant books of the Consultant's Sub-consultant or any subsidiary or allied firm or company, If any portion of the contract is entrusted or carried out by such entities.

3) If, on such examination, it is established that the contracted price is more than the actual cost-plus reasonable profit margin, the Procuring Entity shall have the right to reduce the price and determine the amount to a reasonable level.

4) The Consultant or its agency is bound to allow examination of its books within 60 days from the date the notice is received by the Consultant or its agencies calling for the production of documents under sub-clause (1) above. In the event of the Consultant's or his agency's failure to do so, the contract price would be reduced and determined according to the best judgment of the Procuring Entity, which would be final and binding on the Consultant and his agencies.

5.13. Legal Compliance

The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants comply with the Applicable Law.

5.14. Custody and Return of the Procuring Entity's Assets loaned to Consultant

1) The contractors shall sign accountable receipts for all documents and materials or other assets/ properties made over to them by the Contract Manager on behalf of the Procuring Entity. All such assets shall be deemed in good condition when received by the Consultant unless he has notified the Procuring Entity to the contrary within twenty-four hours of receipt. Otherwise, he shall be deemed to have waived the right to do so at any subsequent stage.

2) These assets shall remain the property of the Procuring Entity, and the Consultant shall take all reasonable care of all such assets. The Consultant shall be responsible for all damage or loss from whatever cause while assets are possessed or controlled by the Consultant, staff, workmen, or agents.

3) Where the Consultant insures such assets against loss or fire at the request of the Procuring Entity, such insurance shall be deemed to be by way of additional precaution and shall not prejudice the Consultant's liability as aforesaid.

4) The Consultant shall return all such assets in good order and repair, reasonable wear and tear excepted, before the completion/ closure/ termination of the contract and shall be responsible for any failure to account for the same or any damage done to that as assessed by the Procuring Entity whose decision shall be final and binding.

Procuring Entity's Obligations

6.1. Assistance by the Procuring Entity

Unless otherwise specified in the Contract, the Procuring Entity shall use its best efforts to:

1) Issue instructions and information to its officials, agents, and stakeholders for prompt and effective implementation of the Services.

2) Provide to the Consultant any other assistance as specified in the Contract.

3) Access to Project Site: The Procuring Entity warrants that the Consultant shall have, free of charge, unimpeded access to the project site if such access is required for the performance of the Services.

6.2. Facilities to be provided by the Procuring Entity

1) The Procuring Entity shall make available to the Consultant and the Experts, for the performance of the contract, free of any charge (unless otherwise stated therein), the services, facilities, and property described in the Scope of the Work as per terms and conditions and against appropriate safeguards (including Insurances, Bank Guarantee, Indemnity Bonds, Retention Money etc.) specified therein. The Consultant shall use such property for the execution of the contract and no other purpose whatsoever.

2) In case such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix A, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) how the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof according to GCC clause 10.1.1.

6.3. Counterpart Personnel

1) The Procuring Entity shall make professional and support counterpart personnel available to the Consultant, as specified in RFP.

2) If counterpart personnel are not provided by the Procuring Entity to the Consultant as and when specified in RFP, the Procuring Entity and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Procuring Entity to the Consultant as a result thereof.

3) Professional and support counterpart personnel, excluding Procuring Entity's Contract Management and liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform any work assigned to such member by the Consultant that is adequately

consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring Entity shall not unreasonably refuse to act upon such request.

6.4. Payment Obligation

Considering the Services performed by the Consultant under this Contract, the Procuring Entity shall pay the Consultant for the deliverables specified in RFP and in such manner as is provided in the Contract.

7. Scope of Services and Performance Standards

7.1. Scope of Services

1) Services: This contract is for the performance/ delivery of Services of the description, scope/ quantum outlined in Scope of Work during the contract period specified therein.

2) Incidental Works/ Goods/ Other Services: If so stipulated, the Consultant shall be required to perform/ deliver specified incidental Works/ Goods/ other Services as an integral part of the Services in the contract.

3) Location: The Services shall be performed at such locations as are specified in RFP and, where the location of a particular task is not so specified, at such locations, whether in the Procuring Entity's country or elsewhere, as the Procuring Entity may approve.

4) Reporting Requirements: The Consultant shall deliver to the Procuring Entity the reports, deliverables, outputs, and documents specified in RFP, in the form, in the numbers and within the periods outlined in the said Appendix, besides progress reports as per GCC Clause 9.3.

5) Standard Performance:

a) The Consultant shall perform and carry out the Services with all due diligence, efficiency, and economy, in accordance with generally accepted professional standards and practices, observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods.

b) Unless otherwise specified, the performance standards and quality of the Services shall conform to the Terms of Reference as stipulated in the contract or as per best standards in the market, where not so specified.

c) Defects in Services: The Procuring Entity shall promptly notify the Consultant of any identified defects, requesting the correction of the notified defect within a reasonable time. If the Consultant has not corrected notified defect within the time stipulated in the Procuring Entity's notice, the Procuring Entity may suspend payments as per GCC clause 10.6.

7.2. Eligible Services

Unless otherwise stipulated in the Contract, the country of origin of 'Services' and related 'Goods' under the contract shall have their origin in India or other countries (if specified in the Contract). It must conform to the declaration made by the Consultant during the RFP process regarding Central Government policies restricting the participation of entities from i) Certain countries sharing land borders with India and ii) Countries that restrict the participation of Bidders from India on a reciprocal basis. They should ensure that they continue to be free from such restrictions.

8 Deployment Resources

8.1. Site and Assets thereon

8.1.1 Site of Service Delivery

1) The site for Service delivery shall be the lands, spaces, and other places on, under, in or through which the Services are to be carried out and any other lands or places provided by the Procuring Entity for the contract.

2) No land or building or any other asset belonging to or in possession of the Procuring Entity shall be occupied/ used by the Consultant without the permission of the Procuring Entity. The Consultant shall not use or allow the site to be used for any purposes other than executing or concerning the execution of the services.

3) Prohibition of Smoking and Intoxicants: The Consultant shall exercise influence and authority to the utmost extent to secure strict compliance by his staff or any labour employed through Sub-consultants or petty contractors with all the rules and regulations stipulated by the Procuring Entity relating to the access to the project site, including but not limited to

a) Prohibition of Smoking in 'No Smoking Zone' and in Public Places

b) Prohibition of the use of any intoxicating substances including, but not limited to, intoxicating beverages during the service period or on-site or near the site or in any of the facilities, sites, buildings, encampments, or tenements owned, occupied by or within the control of the Consultant or any of his employees.

c) Safety practices relating to Procuring Entity's staff, Public and third parties

d) Maintenance of peace and business-like ambience

8.1.2 Clearance of Site on Completion

1) On completion of the services, the Consultant shall hand over the whole project site to the procuring Entity on 'as it was' basis. No final payment in settlement of the accounts for the Services shall be paid to the Consultant till, in addition to any other condition necessary for final payment, site clearance shall have been affected by him.
2) In the event of failure on the part of the Consultant to comply with this provision within 7 days after receiving notice for clearance of Procuring Entity's site and lands, the Contract Manager shall cause them to be removed in such a way as deemed fit and convenient and cost as increased by supervision and other incidental charges shall be recovered from the Consultant. The Procuring Entity shall not be held liable for any loss or damage to the Consultant's property as may be on the site and due to such removal.

8.2. Key and Non-key Personnel

8.2.1 General Requirements

1) Restrictions on the Employment of Retired Staff or Officers or Managers of Procuring Entity within One Year of their Retirement: the Consultant shall not himself be a retired Government employee of Gazetted rank or engage any employee or associate who is a retired Government employee of Gazetted rank, if such persons have not completed one year (or any other period prescribed by the relevant authority) from the date of retirement, in connection with this Contract in any manner whatsoever without obtaining prior permission of the relevant authority. If the Consultant is found to have contravened this provision, it shall constitute a breach of contract, and Procuring Entity shall be entitled to terminate the contract and/ or avail any or all the remedies thereunder.
2) Team Lead: The Consultant, when he is not personally present on the workplace site, shall nominate a Team Lead during working hours, which shall, on receiving reasonable notice, present himself to the Contract Manager. Orders given by the Contract Manager or his representative to the Team Lead shall be deemed to have the same force as if given to the Consultant.
3) The Consultant shall employ and provide qualified and experienced Key and Non-key Experts and Sub-consultants as required to carry out the Services.

8.2.2 Key Personnel

1) The titles, job descriptions, minimum qualifications, and estimated periods of the Consultant's Key Personnel engagement in carrying out the Services are described in RFP to the Contract.
2) The Key Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in RFP, and the Consultant's remuneration shall be deemed to cover these items.
3) Working hours and holidays for Experts are outlined in RFP. Foreign Key Experts carrying out Services in India shall be deemed to have commenced or finished work in respect of the Services several days before their arrival in or after their departure from India, as is specified in RFP.
4) Any leave-taking by Key Experts shall be subject to the prior approval by the Consultant, who shall ensure that absence for leave purposes shall not delay the progress and or impact adequate supervision of the Services. If Key Experts are not deployed for significant periods, affecting the progress and quality of the assignment, payments may be suspended as per clause 10.6 below.
5) Substitution of Key Experts:
f) Unless the Procuring Entity may otherwise agree in writing, no changes shall be made in the Key Experts.
g) Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to compelling or unavoidable situations outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. The substitute shall be of equivalent or higher credentials. Such substitution shall not exceed the limit specified in the Contract (or 30%, if not specified) of total key personnel.
h) Substitution of the first 10% of key personnel at the request of the Consultant shall be subject to a reduction of remuneration by a percentage specified in the Contract (or 5%, if not specified) of the remuneration which would have been paid to the original personnel from the date of the replacement till completion of the contract. Such reduction in remuneration shall progressively increase further for subsequent substitutions as specified in the Contract. If not specified, the reduction in remuneration shall be 10% and 15%, respectively, for the subsequent two slabs of 10% substitutions of key personnel (i.e., till 30% substitution). Such reduction shall not apply to the substitution of experts in pursuance of orders by the Contract Manager as per sub-clause (11) below.
6) Additional Key Experts: If additional Key Experts are required to carry out the Services during the execution of the contract, the Consultant shall submit to the Procuring Entity for review and approval a copy of their Curricula Vitae (CVs). If the Procuring Entity does not object in writing (stating the reasons for the objection) within twenty-one (21) days from receiving such CVs, such additional Key Experts shall be deemed

approved by the Procuring Entity. The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts' positions which require similar qualifications and experience.

8.2.3 Non-key Personnel

the Consultant must ensure the deployment of non-key Personnel as per Annexure C, the Terms of Reference, and the approved Works plan as updated. Daily attendance records of such non-key personnel shall be maintained by the Consultant and shared with the Contract Manager. If the Contract Manager believes that the Consultant is not employing sufficient Non-key personnel as is specified or otherwise for the proper execution of the Services, he shall issue a notice to the Consultant for remedial measures. The Consultant shall forthwith, on receiving intimation to this effect, deploy the additional number of non-key personnel as specified by the Contract Manager immediately, and failure on the part of the Consultant to comply with such instructions shall entitle the Procuring Entity to suspend payments as per GCC clause 10.6 for the shortfall in performance or terminate the contract and/ or avail all the remedies thereunder. Such action shall be in addition to the deduction from the Consultant's payment cost of shortfall personnel as per RFP.

8.2.4 Removal of Key and Non-key Experts or Sub-consultants on Orders Contract Manager

1) The Consultant shall, at the Procuring Entity's written request, provide a replacement, if the Procuring Entity finds that any of the Experts or Sub-consultant:

a) commits severe misconduct or has been charged with having committed a criminal act
b) persists in any misconduct or lack of care;
c) is found to be negligent, incompetent or incapable of discharging assigned duties;
d) fails to comply with any provision of the Contract;
e) based on reasonable evidence, is determined to have engaged breached the Code of Integrity (including Fraud and Corruption) during the execution of the Works;

2) Subject to the requirements in the sub-clause above, and notwithstanding any requirement from the Procuring Entity to request a replacement, the Consultant shall take immediate action as appropriate in response to any violation in the sub-para above. Such immediate action shall include removing (or causing to be removed) such Key/ Non-Key Expert or sub-consultant from carrying out the Services.

3) Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and be acceptable to the Procuring Entity.

4) The Consultant shall bear all costs from or incidental to any removal and/or replacement of such Experts.

8.3. Equipment and Tools of Trade

The Consultant must ensure the deployment of Equipment and Tools of Trade necessary to deliver services as per the Terms of Reference and approved Works plan as updated. If the Contract Manager believes that the Consultant is not employing on the Services sufficient Equipment/Tools of Trade as is specified or otherwise for the proper execution of the Services within the prescribed time, the Consultant shall forthwith on receiving intimation to this effect deploy the additional equipment/ tools of the trade as specified by the Contract Manager immediately and failure on the part of the Consultant to comply with such instructions shall entitle the Procuring Entity to suspend payments as per GCC clause 10.6 for the shortfall in performance or terminate the contract and/ or avail any or all the remedies thereunder for breach of contract.

9. Delivery Services and delays

9.1. Works plan

1) Before the commencement of the Services, the Consultant shall submit for approval of the Contract Manager a Works plan showing the Methods, schedule of delivery of services, and deployment plans for Personnel, Equipment and Materials for the execution of the services. The programme of delivery of Services amended as necessary by discussions with the Contract Manager shall be treated as the agreed Works plan for this Contract. The Services shall be carried out and monitored as per the approved Program as updated.

2) The Contract Manager shall direct the order in which the several components of the Services shall be provided, and the Consultant shall execute all orders the Contract Manager gives from time to time without delay. Still, the Consultant shall not be relieved thereby from responsibility for the due performance of the Services in all respects.

9.2. Commencement of Services

Effective Date of Contract: Consultant shall commence the Services and shall proceed with due expedition and without delay from the effective date of Contract (all dates of delivery shall be counted from such a date), which shall be the date mentioned as the effective date in the contract, or if not so mentioned:

a) 15 days from the Procuring Entity's notice (unless specified otherwise) to the Consultant instructing him to begin carrying out the Services. This notice shall confirm that the effectiveness prerequisites listed in the contract have been met.
b) If no such order is issued,15 days from the date of the Issue of the LOA or the signing of the Contract agreement, whichever is earlier.
2) Commencement of Services: Not later than the number of days after the Effective Date specified in the Contract or the Notice to proceed, the Consultant shall begin carrying out the Services after confirming the following:
a) As required by the Contract, all JV members and key experts needed at the beginning of the assignment are effectively participating.
b) That upon provision of Bank Guarantees, advance payments, if any, are implemented.
c) That the Procuring Entity has provided facilities (including Data, Documents and Background Information) as per the Contract
d) that all parties involved in the assignment (users, security team, and other relevant departments of the Procuring Entity and other third-party stakeholders) have been informed by the Procuring Entity
e) that all permits, licences, and authorisations have been obtained.
3) Termination of Contract for Failure to Become Effective: If this Contract has not become effective (as per sub-clause 1) above) within such period after the date of Contract signature as specified in the Contract, either Party may, by not less than twenty-one (21) days' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

9.3. Contract Management

9.3.1 Consultancy Management Teams

The Procuring Entity shall nominate a Contract Manager (or a Consultancy Management Team), and the Consultant shall nominate a counterpart Team Lead to monitor the assignment so that the output is in line with the Procuring Entity's objectives of the Contract.

9.3.2 Review of Phases and Milestones

The Contract Manager and Consultant/ Team Lead shall hold progress meetings at various phases and Milestones into which the assignment is divided as per RFP. Unless otherwise indicated in RFP, the following actions would be taken during such progress meetings.
1) Kick-off Meeting: The contract Manager and the Consultant/ Team Lead shall meet at the start of the assignment to ensure that the Contract requirements are clearly understood by all concerned and that the Contract Management procedures are finalised.
2) Inception Phase Review: The inception meeting shall be held at a period (specified in Annexure A or the Notice to Proceed) after the effective date of the contract or, if not so specified, within 21 days of the effective date. Before this meeting, the consultant must provide a draft Inception Report for discussion. The Consultant shall submit a final Inception Report within the specified time in the 'Terms of Reference' or as agreed in the Inception Meeting, or if not so specified, within 7 days of the Inception Meeting. Template for Inception Report may be agreed to beforehand in the Inception Meeting. It should, at the minimum, cover comments and suggestions on the following:
a) Terms of Reference
b) Work plan and staffing schedule
c) Facilities to be provided by the Procuring Entity
d) Working arrangements and liaison
3) Periodic Reviews: Unless otherwise decided by the Contract Manager and the Consultant's Team Lead, periodic review meetings (monthly if not otherwise stipulated) shall be held to review the pace of progress as compared to the Work Plan and remedial actions thereto.
4) Deliverables Reviews: The contract Manager and Consultant/ Team Lead may hold other meetings to review and approve specific deliverables or phases (including Interim and Final Reports) as specified in Annexure A or as agreed between the parties.

9.4. Delivery of services, Time of Delivery and Extensions Thereof

9.4.1 Delivery of Services:

The Consultant shall deliver all Services and submit deliverables as per the approved work plan in the manner specified in the Contract.

9.4.2 Time of Delivery of Services is of Essence of the Contract:

1) The time for delivery of Services shall be deemed to be the essence of the contract. Subject to any requirement in the contract as to the completion of any portions or portions of the Services before completion of

the whole, the Consultant shall fully and finally complete the whole of the services comprised in the contract as per the Delivery and Completion Schedule stipulated in RFP.

2) If at any time during the currency of the contract, the Consultant encounters conditions hindering the timely performance of services; the Consultant shall promptly inform the Procuring Entity in writing about the same and its likely duration.

3) He may request to the Procuring Entity for an extension of the delivery schedule not less than one month before the expiry of the date fixed for completion of the services. Procuring Entity may agree to extend the completion schedule, with or without liquidated damages and denial clause, by issuing an amendment to the contract in terms of the following clauses.

9.4.3 Extension for Excusable Delay Not Due to Consultant

1) If in the opinion of the Consultant, the progress of Services has at any time been delayed due to the following reasons, then within 15 days of such happening causing delay, he shall give notice thereof in writing to the Contract Manager, but shall nevertheless do due diligence to bring down or make good the delays and to proceed with the services:

(a) proceedings taken or threatened by or dispute with external third parties arising otherwise than from the Consultant's own default etc. or

(b) delay due to circumstances beyond the control of either party

(c) delay authorized by the Contract Manager pending arbitration or

(d) Any act or neglect of Procuring Entity, e.g.:

i) Delay or failure to issue notice to commence the services or

ii) delay or failure to issue necessary instructions for which the Consultant had applied explicitly in writing.

iii) Delay in or failure to handover of possession of the site or the necessary facilities/ documents/ data or instructions by the Procuring Entity to the Consultant

iv) Delay caused by modification issued by the Contract Manager or

v) any other delay caused by the Procuring Entity due to any other cause.

2) The Consultant may also indicate the period for which the Services are likely to be delayed and ask for a necessary extension of time. On receipt of such request from the Consultant, the Contract Manager shall consider the same and grant such extension of time as, in his opinion, is reasonable regarding the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for work carried forward to the extended period. The same rates, terms, and conditions as the original Contract shall apply during the extended period.

9.4.4 Extension of Time for Inexcusable Delay Due to Consultant

1) If the Consultant fails to deliver the Services within the fixed/ extended period for reasons other than those stipulated in GCC-clause 9.4.3 above, the Procuring Entity may, if satisfied that the service delivery can still be completed within a reasonable time, extend the period further.

2) On such extension, the Procuring Entity shall be entitled without prejudice to any other right and remedy available on that behalf to recover from the Consultant as agreed damages and not by way of penalty Liquidated Damages as per GCC-clause 9.5 below.

3) Provided further that if the Procuring Entity is not satisfied that the service can be completed by the Consultant or in the event of failure on the part of the Consultant to complete the service within the extension of time allowed further as aforesaid, the Procuring Entity shall be entitled without prejudice to any other right or remedy available in that behalf, treat the delay as a breach of contract and avail any or all the remedies thereunder, whether or not actual damage is caused by such default.

4) Inordinate Delays: Delays due to the Consultant of more than one-fourth (25%) of the total completion period shall be treated as inordinate delays. Such inordinate delays shall be noted as poor performance and be held against the Consultant in future procurements. A show-cause notice shall be issued to the Consultant before declaring it a poor performance. Such delays may be considered a breach of the contract at the option of the Procuring Entity.

9.4.5 Extension of Time for Concurrent Delay Due to Both Parties

If the Contract Manager determines that two or more events responsible for delay overlap each other. The delays may be concurrently attributable to both Procuring Entity and the Consultant. The proportion for extension of time as per GCC-Clause 9.4.3 or

9.4.4 above shall be determined by plotting each contributing concurrent delay on the critical path.

9.5. Damages and Deductions Thereof

9.5.1 Right of the Procuring Entity to recover Damages.

Procuring Entity shall be entitled to, and it shall be lawful to recover Liquidated damages as detailed in this clause from all payments due, any Performance Security, or any retention money.

9.5.2 Liquidated damages

1) For delays covered under clause 9.4.4 (Extension of Time for Inexcusable Delay Due to Consultant) above:

a) The Procuring Entity shall, without prejudice to other rights and remedies available to the Procuring Entity under the contract, deduct from the contract price as liquidated damages for each week of delay or part thereof until actual delivery or performance, but not as a penalty, a sum equivalent to the 1/2% per cent (or any other percentage if prescribed) of the related monthly bill of the Services. Besides liquidated damages during such a delay, the denial clause as per GCC-clause 9.5.3 shall also apply. Total damages in the contract shall be limited as per clause 9.5.4 below.

b) Any failure or delay by any Sub-consultant, though their employment may have been sanctioned, shall not be admitted as a ground for any extension of time or for exempting the Consultant from liability for any such loss or damage as aforesaid.

9.5.3 Denial Clause:

1) For delays covered under clause 9.4.4 (Extension of Time for Inexcusable Delay Due to Consultant) above:

a) no increases in price on account of any statutory increase in or fresh Imposition of GST, or on account of any other taxes/ duty/ cess/ levy) leviable in respect of the Services and incidental goods/ works stipulated in the said Contract which takes place after the original delivery date shall be admissible on such of the said Services, as are delivered after the said date; and

b) Notwithstanding any stipulation in the contract for an increase in price on any other ground, including the price variation clause, no such increase after the original delivery date shall be admissible on such Services delivered after the said date.

c) Nevertheless, the Procuring Entity shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST or on account of any other tax or duty or any other ground as stipulated in the price variation clause, which takes place after the expiry of the original delivery date.

9.5.4 Limit on total Damages

However, deduction on account of damages for delays under this clause put together shall be subject to a maximum of 15% (or any other percentage if prescribed) of the entire value of the Contract of Services. Penalties/ liabilities outside this clause shall be covered by GCC clause 12.

9.6. Force Majeure

1) On the occurrence of any unforeseen event beyond the control of either Party, directly interfering with the delivery of Services arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by the Procuring Entity in writing, the Consultant shall continue to perform its obligations under the contract as reasonably practicable and seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other except those which had occurred under any other clause of this Contract before such termination.

2) Notwithstanding the remedial provisions contained in GCC-clause 9.5 and 12, none of the Party shall seek any such remedies or damages for the other Party's delay and/ or failure in fulfilling its obligations under the contract if it is the result of an event of Force Majeure.

10 Prices and Payments

10.1. Prices

10.1.1Contract Price

1) The Contract price is outlined in the Contract. The Contract price breakdown is provided in RFP, and the total payments under this Contract shall not exceed this Contract price.

2) Any change to the Contract price specified above can be only made if the Parties have agreed to the revised scope of Services under GCC clause 2.6 and have amended Scope of Work in writing.

10.1.2 Firm Prices

Unless otherwise stipulated in the contract, Prices shall be fixed and firm. If the Price Variation Clause is included, such up and down, variations shall also be payable.

10.1.3 Variations

In case the Contract provides for a Price Variation Clause or variation on any other account, the price shall be subject to adjustment as per such clauses only during the original Delivery Period, subject to the following:

(1) For Extension of Time covered by clause 9.4.5 above, any increase due to such variations during the extended delivery period beyond the original delivery period shall not be paid by the Procuring Entity; however, it shall be entitled to any reduction under GCC clause- 9.5.3 (Denial Clause).

(2) Taxes and duties, if any, chargeable and payable on the Services shall be charged on the nett price after variations.

(3) While claiming payments where such variations are applicable, the Consultant must submit its calculations for each invoice, even if the payment for these variations is nil. Any price reduction due to such variations must be passed to the Procuring Entity.

(4) No Other Claim due to Variations: With the payment of such variations, no additional individual claim shall be admissible on account of fluctuations in market rates, increase in taxes/any other levies/tolls etc.

(5) If the Price Variation clause is applicable as per the contract, the price shall be subject to adjustment to take care of the changes in the cost of labour, material, and fuel/ power components as per the price variation formula specified therein.

(6) Base Month: Unless otherwise stipulated in the contract, the 'Base Month' for the 'Price Variation Clause' shall be taken as the month before the month of the last date of Proposal submission. Unless the contract has stipulated a different time lag for reckoning Price Variation, the month of reckoning the variated price shall be the month before the month in which delivery has been made. The Price Variation shall be based on the relevant Indices in the Base Month and Month of reckoning.

(7) Applicability: If the Contract provides for some inputs to be supplied by Procuring Entity free or at a fixed rate, the cost of such inputs shall be excluded from the value of the Goods supplied in the relevant month for payment/recovery Of price variation.

10.2. Taxes and Duties

1. The Consultant, Sub-consultants, and Experts shall be entirely responsible for all taxes, duties, fees, levies etc., incurred relating to the delivery of the Services. Further instruction, if any, shall be as provided in the Contract.

2. If applicable under relevant tax laws and rules, the Procuring Entity shall deduct from all payments and deposit required taxes to respective authorities on account of GST Reverse Charge Mechanism; Tax Deducted at Source (TDS), and Tax Collected at Source (TCS) relating to Income Tax, labour cess, royalty etc.

3. Payment of GST Tax under the contract:

(a) The payment of GST and GST Cess to the Consultant shall be made only on the latter submitting a GST compliant Bill/ invoice indicating the appropriate HSN code and applicable GST rate duly supported with documentary evidence as per the provision of the relevant GST Act and the Rules made there under. The delivery of Services shall be shown as being made in the name, location/ state, and GSTIN of the beneficiary of the Services only; the location of the procurement office of the procuring entity has no bearing on the invoicing.

(b) Provision w.r.t. E-Invoicing requirement as per GST laws: Consultant who is required to comply with the requirements of E-invoice as per the GST Law, all payments shall be made against proper e-invoice(s) only. Invoices issued in violation shall not be processed for payment, as Procuring Entity shall not be allowed to avail of Input Tax Credit (ITC) against such invoices.

(c) Returns and details required to be filled under GST laws & rules regarding invoices (or e-invoices) should be filed promptly by the Consultant. If input tax credit (ITC) is not available to Procuring Entity for any reason attributable to the Consultant, then Procuring Entity shall not be liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff/ recover such GST amounts (CGST & SGST/UTGST or IGST) together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the Consultant under this contract or under any other contract.

(d) While claiming reimbursement of duties, taxes etc. (like GST) from the Procuring Entity, as and if permitted under the contract, the Consultant shall also certify that in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the Consultant) shall refund to the Procuring Entity, the Procuring Entity's share out of such refund received by the Consultant. The Consultant shall also refund the appropriate amount to the Procuring Entity immediately after receiving the same from the concerned authorities.

(e) All necessary adjustment vouchers, such as Credit Notes/ Debit Notes for any short/ excess delivery of Services or revision in prices or any other reason under the contract, shall be submitted to the Procuring Entity in compliance with GST provisions.

(f) GST shall be paid as per the rate at which it is liable to be assessed or has been assessed, provided the provision of Services is legally liable to such taxes and is payable as per the terms of the contract subject to the following conditions:

i) The Procuring Entity shall not pay a higher GST rate if leviable due to any misclassification of the HSN number or incorrect GST rate incorporated in the contract due to the Consultant's fault. Wherever the Consultant invoices the Goods at GST rate or HSN number, which is different from that incorporated in the contract, payment shall be made as per GST rate, which is lower of the GST rates incorporated in the contract or billed.

ii) However, the Procuring Entity shall not be responsible for the Consultant's tax payment or duty under a misapprehension of the law.

iii) The consultant is informed that he shall be required to adjust his basic price to the extent required by a higher tax rate billed as per invoice to match the all-inclusive price mentioned in the contract.

iv) In case of profiteering by the Consultant relating to GST tax, the Consultant shall treat it as a violation of the Code of Integrity in the contract and avail any or all punitive actions thereunder, in addition to recovery and action by the GST authorities under the Act.

(g) The Consultant should issue Receipt vouchers immediately on receipt of all types of payments along with tax invoices after adjusting advance payments, if any, as per Contractual terms and GST Provisions.

(h) Liquidated damages or any other recoveries should be shown as deductions on the invoice, and GST shall be applicable only on the nett balance payment due.

Statutory Variation Clause: Unless otherwise stated in the contract, statutory increase in applicable GST rate only during the original delivery period shall be to Procuring Entity's account. Any increase in the rates of GST beyond the original completion date during the extended delivery period (excepting extension under GCC-Clause 9.4.3) shall be borne by the Consultant. The benefit of any reduction in the GST rate must be passed on to the Procuring Entity during the original and extended delivery period. However, GST rate amendments shall be considered for quoted HSN code only, against documentary evidence, provided such an increase of GST rates occurs after the last proposal submission date.

10.3. Terms and Mode of Payment

1) Unless otherwise stipulated, the usual payment term is 100% on delivery and acceptance of Services at 'the Site' by the Procuring Entity and the Consultant's production of all required documents.

2) The payments shall be made as per Procuring Entity's payment procedures. Unless otherwise stipulated in the contract, payments above INR 5,000 (or any other specified threshold) to Consultants shall only be made through EFT (Electronic Funds Transfer). The Consultant shall consent in a mandate form for receipt of payment through NEFT (National Electronic Fund Transfer). In case of non-payment through EFT or where the EFT facility is unavailable, payment may be released through cheque.

3) In Domestic Contracts, payments shall only be made in Indian Rupees. In Global Tenders, payment to foreign Consultants shall be made in the currency/ currencies authorized in the contract. However, agency commission and local value addition shall be paid only in Indian Rupees.

4) The Consultant shall send its claim for payment in writing as per GST-compliant Invoice and documents, when contractually due, along with relevant documents etc., as stipulated in the Contract and as specified therein.

5) While claiming payment, the Consultant is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the Consultant's obligations for claiming that payment has been fulfilled as required.

10.4. Withholding and lien in respect of sums claimed:

1) Whenever any claim or claims for payment of a sum of money arises against the Consultant, out of or under the contract, the Procuring Entity shall be entitled, and it shall be lawful on his part, to withhold and also have a lien to retain such sum or sums, in whole or in part pending finalisation or adjudication of any such claim from-

a) any security or retention money, if any, deposited by the Consultant.

b) Any sum(s) payable till now or hereafter to the Consultant under the same Contract or any other contract with the Procuring Entity if the security is insufficient or if no security has been taken from the Consultant.

2) Where the Consultant is a partnership firm or a limited company, the Procuring Entity shall be entitled, and it shall be lawful on his part, to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/ limited company, as the case may be, whether in his capacity or otherwise.

3) It is an agreed term of the contract that the sum(s) of money so withheld or retained under the lien referred above shall be kept withheld or retained till the claim arising out of or under the contract is determined under GCC clauses 11 and/ or 12. The Consultant shall have no claim for interest or damages whatsoever on any account regarding such withholding or retention under the supra lien and duly notified to the Consultant.

4) Lien in respect of Claims i n other Contracts: Any sum of money due and payable to the Consultant (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Procuring Entity or Government against any claim of the Procuring Entity or Government in respect of payment of a sum of money arising out of or under any other contract made by the Consultant with the Procuring Entity or Government.

10.5. Payments to Consultant

10.5.1General

1) All payments under this Contract shall be made to the Consultant's accounts specified in the contract.

2) Currency of Payment: Unless otherwise specified in the Contract, any payment shall be made in Indian Rupees (INR).

3) The Itemized Invoices: As soon as practicable and not later than fifteen (15) days after the end of each time interval stipulated in the Contract in this regard (if not stipulated, then after the end of each calendar month), the Consultant shall submit to the Procuring Entity, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable for such an interval under GCC Clause 10.5. Separate invoices shall be submitted for expenses incurred in foreign and local currencies. Each invoice shall show remuneration and reimbursable expenses separately.

4) The Contract Manager shall cross-check all relevant records before passing the Consultant's bills. Upon verification of the records by Procuring Entity, payments can be released to the Consultant.

5) The Procuring Entity shall pay the Consultant’s invoices within sixty (60) days after the receipt by the Procuring Entity of such itemized invoices with supporting documents. Only a portion of an invoice not satisfactorily supported may be withheld from the payment. Should any discrepancy exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Entity may add or subtract the difference from subsequent payments.

6) Except for the final payment under GCC Clause 10.5.5 below, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations.

7) Time-Based (Inputs admeasurement): Unless instructed in writing by the Procuring entity, payments shall not be made for any extra inputs deployed over and above Annexure A, Annexure B, or Annexure C mentioned in the contract. Nevertheless, if such inputs are deployed less than those stipulated, deductions shall be made based on the rates indicated for the inputs listed in Annexures C and D in the contract.

8) Unit-Rate (Output admeasurements): Unless otherwise stipulated, payments shall be made monthly for the volume of services rendered during the period.

9) Lumpsum: Unless otherwise stipulated, payments shall be made on completion of stipulated milestones or on completion of entire Services, whichever is stipulated in the contract. In the case of Lump-sum Contracts, Payments under this Contract shall not exceed the ceilings in foreign currency and the local currency specified in the contract. For any payments above such ceiling amount, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that permits such amendment.

10) Percentage (of Value of Transactions): The payment for the total price of Services calculated at the percentage of the actual value of Activities rendered shall be made every month or on completion of milestones or on completion of entire Services, whichever is stipulated in the contract.

10.5.2 Advance Payments

1. If the contract provides explicitly for Advance Payments to be made to the Consultant, then on the request of the Consultant, the Procuring Entity shall make the advance payment to the Consultant against submission of an unconditional Bank Guarantee from a Commercial bank acceptable to the Procuring Entity in amounts equal to 110% (one hundred ten per cent) of the amount of the advance payment being requested. Such Bank Guarantee shall be in the form outlined in RFP or the other form the Procuring Entity shall have approved in writing. Advance payments shall be released in not less than two instalments commensurate with work progress.

2. The Bank Guarantee shall remain effective until the advance payment has been repaid, but the amounts repaid by the Consultant shall progressively reduce the guaranteed amount. Interest shall not be charged on the advance payment. However, if the contract is terminated due to the Consultant's default, the Advance payment shall be deemed an interest-bearing advance at the prevailing rate (MIBID - Mumbai Interbank Proposal Rate) on the date of such advance payment.

3. The Consultant is to use the advance payment only for the performance of Services. The Consultant shall demonstrate that the advance payment has been used by Utilization certificate enclosing copies of invoices or other documents to the Contract Manager. Further instalments shall be released after getting a satisfactory utilization certificate from the Consultant for the earlier instalment.

4. The advance payment shall be recovered in a time-based manner not linked with the work progress by deducting proportionate amounts from payments otherwise due to the Consultant for the Services performed. Any delayed recoveries due to the late submission of bills by the Consultant shall attract interest at the prevailing rate (MIBID - Mumbai Interbank Proposal Rate). No account of the advance payment or repayment shall be taken in assessing valuations of Services performed, variations, price adjustments, or liquidated damages.

10.5.3 Remuneration and Reimbursable Expenses

a) The Procuring Entity shall pay to the Consultant (i) remuneration that shall be determined based on time spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.

b) All payments shall be at the rates outlined in RFP.

c) Unless the Contract provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.

d) The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping (reinforcement/ support) by home office staff not included in the Experts' list in RFP, (iii) the Consultant's profit, and (iv) any other items as specified in the contract.

e) Any rates specified for Experts not yet appointed shall be provisional and be subject to revision, with the written approval of the Procuring Entity once the applicable remuneration rates and allowances are known.

10.5.4 "On-Account" Payments

1) If the Consultant shall be entitled to be paid (unless otherwise stipulated in the contract) by way of "On-Account" payment, only for such Services, as in the opinion of the Contract Manager, the Consultant has executed in terms of the contract during the period. All payments due against the Contract Manager or his representative's certificates shall be subject to any deductions, which may be made under the contract, always provided that the Contract Manager may by any certificate make any correction or modification in any previous certificate, which he may have issued. The Contract Manager may withhold any certificate if the Services or any part thereof are not carried out as per the contractual performance standards.

2) On-Account Payments Not Prejudicial to Final Settlement: "On-Account" payments made to the Consultant shall be without prejudice to the final settlement of the accounts. They shall not be considered or used as evidence of any facts stated in or inferred from such accounts, any particular quantity of service being executed, or the manner of its execution being satisfactory.

3) The Final Payment:

10.5.5 Final Payment

1) The final payment under this Clause shall only be made after the final report/ deliverables and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Procuring Entity. Completion certificate/ Final payment shall be made only after ensuring that all facilities/ documents/ sites have been returned to the Procuring Entity as per GCC clause 5.14. The Services shall be deemed completed and finally accepted by the Procuring Entity.

2) The Consultant shall submit a final bill on the Contract Manager's acceptance certificate of final deliverables. The Final payment shall be made as per the following calculations after receiving a clear "No Claim Certificate" signed by the Consultant:

a) necessary adjustment for any payments already made or retained

b) any deduction which may be made under the contract,

c) A complete account of all claims the Consultant may have on the Procuring Entity, and the Contract Manager gave a certificate in writing that such claims are correct,

3) The final report and final invoice shall be deemed approved by the Procuring Entity as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Procuring Entity unless the Procuring Entity, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall promptly make any necessary corrections, and the preceding process shall be repeated.

4) Any amount that the Procuring Entity has paid or has caused to be paid under this Clause more than the amounts payable under the provisions of this Contract shall be reimbursed by the Consultant to the Procuring Entity within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Procuring Entity for reimbursement must be made within twelve (12) calendar months after receipt by the

Procuring Entity of a final report and a final invoice approved by the Procuring Entity in accordance with the above.

10.5.6 No Claim Certificate and Release of Contract Securities

The Consultant shall submit a 'No-claim certificate' to the Procuring Entity in such form as shall be required by the Procuring Entity after the Services are finally accepted and before the final payment/ performance securities are released. The Procuring Entity shall release the contractual securities without any interest if no outstanding obligation, asset, or payments are due from the Consultant. The Consultant shall not be entitled to make any claim whatsoever against the Procuring Entity under or arising out of this Contract, nor shall the Procuring Entity entertain or consider any such claim, if made by the Consultant, after he shall have signed a "No Claim" Certificate in favour of the Procuring Entity. The Contactor shall be debarred from disputing the correctness of the items covered by the "No Claim" Certificate or demanding arbitration.

10.5.7 Post Payment Audit

Notwithstanding the issue of the Completion Certificate and release of final Payment, the Procuring Entity reserves the right to carry out within 180 days (unless otherwise stipulated in the contract) of such completion/ final payment, a post-payment audit and/ or technical examination of the Services and the final bill including all supporting vouchers, abstracts etc. If any over-payment to the Consultant is discovered due to such examination, the Procuring Entity shall claim such amount from the Consultant.

10.5.8 Signature on Receipts for Amounts

Every receipt for money, which may become payable, or for any security which may become transferable to the contractors under the contract, shall be signed by a person authorized to do so by the Consultant (or otherwise as per GCC-Clause 4.2), to be a suitable and sufficient discharge to the Procuring Entity in respect of the sums of money or security purported to be acknowledged thereby. In the event of the death of any Consultant or partner during the pendency of the contract, every receipt by anyone of the surviving constituents shall be suitable and sufficient discharge as aforesaid. Nothing in this Clause shall be deemed to prejudice or effect any claim that the Procuring Entity may have against the legal representative regarding any breach of any contract conditions by any Consultant partner/member so dying. Nothing in this clause shall be deemed to prejudice or affect the respective rights or obligations of the Consultant partners/ members and the legal representatives of any deceased Consultant partners/ members.

10.6. Suspension of Payments

The Procuring Entity may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant hereunder if the Consultant fails to deliver the Services as per the Terms of Reference, including the non-rectification of notified defects in the Services/ deliverables, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension. Such a suspension shall not entitle the Consultant to any extension of time for delivery of Service.

10.7. Payment Against Time-Barred Claims

In accordance with the Limitation Act 1963, all claims against the Procuring Entity shall be legally time-barred after three years calculated from when the payment falls due unless the payment claim has been under correspondence. The Procuring Entity is entitled to, and it shall be lawful to reject such claims.

10.8. Commissions and Fees

The Consultant shall disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents concerning the selection process or execution and performance of this Contract. The information disclosed must include the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

11. Resolution Disputes

11.1. Disputes and Excepted Matters

All disputes and differences between the parties hereto, as to the construction or operation of this Contract, or the respective rights and liabilities of the parties on any matter in question, or any other account whatsoever, but excluding the Excepted Matters (detailed in GCC-Clause 11.2 below); arising out of or in connection with the contract, within thirty (30) days from aggrieved Party notifying the other Party of such matters; whether before or after the completion/ termination of the contract, that cannot be resolved amicably between the Contract Manager and the Consultant, shall be hereinafter called the "Dispute". The aggrieved party shall give a 'Notice of Dispute' indicating the Dispute and claims citing the relevant Contractual clause to the designated authority requesting invoking the following dispute resolution mechanism. Before any recourse to courts, the dispute shall be resolved through dispute resolution mechanisms detailed subsequently in the sequence mentioned below, and the next mechanism shall not be invoked unless the earlier mechanism has been invoked or has failed to resolve it within the deadline mentioned therein.

(1) Adjudication
(2) Conciliation
(3) Arbitration

11.2. Excepted Matters

Matters for which provision has been made in any Clause of the contract shall be deemed as 'excepted matters' (matters not disputable/ arbitrable), and decisions of the Procuring Entity, thereon, shall be final and binding on the Consultant. The 'excepted matters' shall stand expressly excluded from the purview of the sub-clauses below, including Arbitration. However, where the Procuring Entity has raised the dispute, this sub-clause shall not apply. Unless otherwise stipulated in the contract, excepted matters shall include but are not limited to:

1) Any controversies or claims brought by a third party for bodily injury, death, property damage or any indirect or consequential loss arising out of or in any way related to the performance of this Contract ("Third Party Claim"), including, but not limited to, a Party's right to seek contribution or indemnity from the other Party in respect of a Third-Party Claim.

2) Issues related to the pre-award Procurement Process or conditions

3) Issues related to ambiguity in Contract terms shall not be taken up after a Contract has been signed. All such issues should be highlighted before the signing of the contract by the Consultant.

4) Provisions incorporated in the contract which are beyond the purview of The Procurement Entity or are in pursuance of policies of Government, including but not limited to

a) Provisions of restrictions in terms of the Make in India policy of the Government

b) Provisions regarding restrictions on Entities from Countries having land borders with India in terms of the Central Government's policies in this regard.

c) Relaxations stipulated for Startups etc.

11.3. Adjudication

After exhausting efforts to resolve the Dispute with the Contract Manager executing the contract on behalf of the Procuring Entity, the Consultant shall give a 'Notice of Adjudication' specifying the matters which are in question or subject of the dispute or difference indicating the relevant contractual clause, as also the amount of claim item-wise to Head of Procurement or any other authority mentioned in the contract (hereinafter called the "Adjudicator") for invoking resolution of the dispute through Adjudication. During his adjudication, the Adjudicator shall give adequate opportunity to the Consultant to present his case. Within 60 days after receiving the representation, the Adjudicator shall make and notify decisions in writing on all matters referred to him. During the adjudication proceedings, the parties shall not initiate any conciliation, arbitral, or judicial proceedings in respect of a dispute that is the subject matter of the adjudication proceedings. If not satisfied by the decision in adjudication, or if the adjudicator fails to notify his decision within the abovementioned time-frame, the Consultant may proceed to invoke the process of Conciliation as follows.

11.4. Conciliation of disputes

1) Parties may invoke Conciliation, in terms of the Arbitration and Conciliation Act 1996, by submitting a "Notice of Conciliation" to the other party with a request to the Head of the Procuring Organisation to notify a Conciliator. Since conciliation is voluntary, within 30 days of "Notice of Conciliation", the Head of the Procuring Organisation shall notify a sole Conciliator if the other party is agreeable to entering Conciliation. If the other party is not agreeable to Conciliation, the aggrieved party may invoke Arbitration.

2) The Conciliator shall proactively assist the parties to reach an amicable settlement independently and impartially within the contract terms within 60 days from the appointment date.

3) If the parties agree on a dispute settlement, they shall draw up a written settlement agreement duly signed by the parties and conciliator. When the parties sign the settlement agreement, it shall be final and binding on the parties. The dispute shall be treated as resolved on the date of such agreement.

4) During the conciliation proceedings, the parties shall not initiate any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.

5) Termination of Conciliation: Disputes shall remain alive if the conciliation is terminated as follows:

a) By written declaration of the conciliator, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified on the date of such declaration; or

b) By a written declaration of any party to the conciliator to the effect that the conciliation proceedings are terminated on the date of such declaration; or

c) If the parties fail to reach an agreement on a settlement of the dispute within 60 days of the appointment of the Conciliator

6) On termination of Conciliation, the aggrieved party shall be free to invoke Arbitration if the dispute is still alive.

11.5. Arbitration Agreement

11.5.1 This Agreement

1) This Arbitration Agreement (hereinafter referred to as this "Agreement") relating to this Contract (hereinafter called the "Main Agreement" for this agreement) is made under the provisions of The Arbitration and Conciliation Act, 1996, as amended from time to time and the rules thereunder (hereinafter called The Arbitration Act). This Agreement shall continue to survive termination, completion, or closure of the Main Agreement for 120 days afterwards.

2) Subject to aforesaid provisions, relevant clauses of the contract shall apply to the appointment of arbitrators and arbitration proceedings under this Agreement.

3) The Micro, Small and Medium Enterprises Development (MSMED) Act, 2006 provides parties to a dispute (where one of the parties is a Micro or Small Enterprise) to be referred to the Micro and Small Enterprises Facilitation Council if the dispute is regarding any amount due under Section 17 of the MSMED Act, 2006. If a Micro or Small Enterprise, being a party to dispute, refers to the MSMED Act 2006, these provisions shall prevail over this Agreement. However, if an arbitrator has already been appointed under this agreement before the appointment of a conciliator/ arbitrator by the facilitation council, the arbitrator already appointed under this agreement shall continue to perform the duties including on matters related to delayed payments. Such an arbitrator shall be deemed to be the arbitrator appointed by the facilitation council. None of the parties shall approach the facilitation council to appoint an arbitrator once an arbitrator under this agreement has already been appointed.

11.5.2 Notice for Arbitration

1) Authority to Appoint Arbitrator(s): For this Arbitration Agreement, 'The Appointing Authority' to appoint the arbitrator shall be Head of the Procuring Organisation or any other authority or Arbitration Institution named in the contract and includes if there be no such authority, the officer who is for the time being discharging the functions of that authority, whether in addition to other functions or otherwise.

2) In the event of any dispute as per GCC-clause 11.1 above, if the Adjudicator fails to decide within 60 days (as referred in 11.3 above), or the Conciliation is terminated (as referred in sub-clause 11.4 above), then any party to the contract, after 60 days but within 120 days of 'Notice of Dispute" (clause 11.1 above) shall request the other party through a "Notice for Arbitration" in writing that the dispute or difference be referred to arbitration.

3) The "Notice for arbitration" shall specify the matters in question or the subject of the dispute or difference, indicating the relevant contractual clause and the amount of claim item-wise.

11.5.3 Reference to Arbitration

After appointing Arbitrator(s), the Appointing Authority shall refer the Dispute to them. Only such dispute or difference shall be referred to arbitration regarding which the demand has been made, with counter-claims or set off. Other matters shall be beyond the jurisdiction of the Arbitrator(s)

11.5.4 Appointment of Arbitrator

1) Qualification of Arbitrators:

a) In the case of retired officers of The Procuring organisation, they shall have retired in the rank of Senior administrative grade (or equivalent) and shall have retired at least 1 year prior and must not be over 70 years of age on the date of Notice for arbitration.

b) He/ they shall not have had an opportunity to deal with the matters to which the contract relates or who, in the course of his/ their duties as an officer of the Procuring Organisation, expressed views on any or all of the matters under dispute or differences. A certification to this effect (as per Format 1.1.4) shall be taken from Arbitrators. The proceedings of the Arbitral tribunal or the award made by such Tribunal shall, however, not be invalid merely for the reason that one or more arbitrators had, in the course of his service, an opportunity to deal with the matters to which the contract relates or who in the course of his/ their duties expressed views on all or any of the matters under dispute.

c) An Arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed.

d) Not be other than the person appointed by The Appointing Authority, and if for any reason that is not possible, the matter shall not be referred to arbitration.

2) Replacement of Arbitrators

If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or in the event of the arbitrator dying, neglecting/ unable or unwilling or refusing to act for any reason, or his award being set aside by the court for any reason, or in the opinion of The Appointing Authority fails to act without undue delay, the Appointing Authority shall appoint new arbitrator/ arbitrators to act in his/ their place in the same manner in which the earlier arbitrator/ arbitrators had been appointed. Such a re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator (s).

3) Appointment of Arbitrator:

a) In cases where the total value of all claims in question added together does not exceed Rs 50,00,000/ - (Rupees Fifty Lakh only), the Arbitral Tribunal shall consist of the sole Arbitrator. For this purpose, The Appointing Authority shall send to the Consultant, within 60 days from receipt of a written and valid notice for arbitration, a panel of at least four (4) names of retired officers duly indicating their retirement dates.
b) The Consultant shall be asked to nominate at least two names out of the panel for appointment as his nominee within 30 days from the dispatch date of the request by The Appointing Authority. The Appointing Authority shall appoint at least one out of them as the sole arbitrator within 30 days from the receipt of the names of the Consultant's nominees.
c) In cases where the total value of all claims in question added together exceeds Rs 50,00,000/ - (Rupees Fifty Lakh only), the Arbitral Tribunal shall consist of three (3) retired Officers of the Procuring Organisation. For this purpose, The Appointing Authority shall send a panel of at least four (4) names of such Officer(s) empanelled to work as Arbitrators duly indicating their retirement date to the Consultant within 60 days from the day when a written and The Appointing Authority receives valid demand for arbitration.
d) The Consultant shall be asked to nominate at least 2 names out of the panel for appointment as his nominee within 30 days from the dispatch date of the request by The Appointing Authority. The Appointing Authority shall appoint at least one of them as the Consultant's nominee. It shall also simultaneously appoint the balance number of arbitrators from the panel or outside the panel, duly indicating the 'Presiding Arbitrator' from amongst the 3 arbitrators so appointed within 30 days from the receipt of the names of the Consultant's nominees.
e) If the Consultant does not suggest his nominees for the arbitral tribunal within the prescribed timeframe, The Appointing Authority shall proceed to appoint the arbitral tribunal within 30 days of the expiry of such a time provided to the Consultant.

11.5.5 Failure to appoint Arbitrators.

If The Appointing Authority fails to appoint an arbitrator within 60 (sixty) days, then the appointment of the Arbitrator may be sought under the relevant provision of the Arbitration and Conciliation Act 1996, as amended.

11.5.6 The Arbitral Procedure

1) Effective Date of Entering Reference: The arbitral tribunal shall be deemed to have entered the reference on the date the arbitrator(s) received notice of their appointment. All subsequent time limits shall be counted from such date.
2) Seat and Venue of Arbitration: The seat of arbitration shall be where the Letter of Award or the contract is issued. The venue of arbitration shall be the same as the seat of arbitration. However, in section 20 of The Arbitration Act, the arbitrator, at his discretion, may determine a venue other than the seat of the arbitration without affecting the legal jurisdictional issues linked to the seat of the arbitration.
3) If the Adjudication and/ or Conciliation mechanisms had not been exhausted before such a reference to Arbitration, the Arbitrator should ask the aggrieved party to approach the designated authority for such mechanisms before the Arbitration proceedings are started.
4) The claimant shall submit to the Arbitrator(s) with copies to the respondent his claims stating the facts supporting the claims along with all the relevant documents and the relief or remedy sought against each claim within 30 days from the date of appointment of the Arbitral Tribunal unless otherwise extension has been granted by Arbitral Tribunal.
5) On receipt of such claims, the respondent shall submit its defence statement and counter-claim(s), if any, within 60 days of receipt of the copy of claims, unless otherwise extension has been granted by Arbitral Tribunal.
6) No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during arbitration proceedings subject to acceptance by the Tribunal due to the delay in making it.
7) Statement of claims, counterclaims and defence shall be completed within six months from the effective reference date.
8) Oral arguments to be held on a day-to-day basis: Oral arguments as far as possible shall be heard by the arbitral tribunal daily, and no adjournments shall be granted without sufficient cause. The arbitrator (s) may impose an exemplary cost on the party seeking adjournment without sufficient cause.
9) Award within 12 (twelve) months: The arbitral tribunal is statutorily bound to deliver an award within 12 (twelve) months from when the arbitral tribunal enters reference. The award can be delayed by a maximum of six months under exceptional circumstances where all parties consent to such an extension. The court's approval shall require further extension if the award is not made out within an extended period. When an application for an extension of time is awaiting before the court, the arbitrator's proceedings shall continue until the disposal of the application.

10) Fast Track Procedure: The parties to arbitration may choose to opt for a fast-track procedure either before or after the commencement of the arbitration. The award in fast-track arbitration is to be made within six months, and the arbitral tribunal shall be entitled to additional fees. The salient features of fast-track arbitration are:

a) The dispute is to be decided based on written pleadings only.
b) Arbitral Tribunal shall have the power to call for clarifications and the necessary written pleadings.
c) An oral hearing may only be held if all the parties request or the arbitral tribunal considers it necessary.
d) The parties are free to decide the fees of the arbitrator(s) for a fast-track procedure.

11) Powers of Arbitral Tribunal to grant Interim Relief: The parties to arbitration may approach the arbitral tribunal to seek interim relief on the grounds available under section 9 of the act. The tribunal has the powers of a court while making interim awards in the proceedings before it.
12) Confidentiality: As provided in Section 42A of The Arbitration Act, all the details and particulars of the arbitration proceedings shall be kept confidential except in certain situations, like if the disclosure is necessary for the implementation or execution of the arbitral award.
13) Obligation During Pendency of Arbitration: Performance of the contract shall, unless otherwise directed by the Procuring Entity, continue during the arbitration proceedings, and no payment due or payable by the Procuring Entity shall be withheld on account of such proceedings, provided; however, it shall be open for Arbitral Tribunal to consider and decide whether or not the performance of the contract or payment therein should continue during arbitration proceedings.

11.5.7 The Arbitral Award

1. In the case of the Tribunal, comprising three members, any ruling on an award shall be made by a majority of members of the Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.
2. The arbitral award shall state item-wise the sum and reasons it is based. The analysis and reasons shall be detailed enough to infer the award.
3. It is further a term of this arbitration agreement that where the arbitral award is for the payment of money, no interest shall be payable on the whole or any part of the money for any period till the date on which the award is made in terms of Section 31 (7) (a) of The Arbitration Act.
4. The arbitrator's award shall be final and binding on the parties to this Contract.
5. A party may apply for corrections of any computational errors, typographical or clerical errors, or any other error of similar nature occurring in the award or interpretation of a specific point of the award to the Tribunal within 60 days of receipt of the award.
6. A party may apply to the Tribunal within 60 days of receiving the award to make an additional award for claims presented in the arbitral proceedings but omitted from the arbitral award.

11.5.8 Savings

The Arbitral Tribunal shall decide any matter related to Arbitration not covered under this Arbitration Agreement as per the provisions of The Arbitration Act.

11.5.9 Cost of Arbitration and fees of the Arbitrator(s)

1) The concerned parties shall bear the arbitration cost as per section 31 (A) of The Arbitration Act. The cost shall inter-alia include fees of the Arbitrator. Further, the fees payable to the Arbitrator shall be governed by instructions issued on the subject by the Procuring Entity and/ or the Government from time to time, in line with the Arbitration and Conciliation Act, irrespective of the fact whether the Arbitrator is appointed by the Procuring Entity or the Government under this clause or by any court of law unless directed explicitly by Hon'ble court otherwise on the matter. A sole arbitrator shall be entitled to a 25% extra fee over such a prescribed fee.
2) The arbitrator shall be entitled to a 50 per cent extra fee if the award is made within 6 months as per provisions in section 29(A) (2) of The Arbitration Act. The Arbitrator shall also be entitled to this extra fee in cases where the Fast Track Procedure in section 29 (B) of The Arbitration Act is followed.

12. Defaults, Breaches, Termination, and closure of Contract

12.1. Termination due to Breach, Default, and Insolvency

12.1.1 Defaults and Breach of Contract

In case the Consultant undergoes insolvency or receivership, neglects or defaults or
expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects the Procuring Entity’s rights and benefits under the contract, it shall be treated as a breach of contract. Such defaults could include inter-alia:
1) Default in Performance and Obligations: if the Consultant fails to deliver any or all of the Services or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and evaluation criteria based on which contract was awarded) within the period stipulated in the contract or within

any extension thereof granted by the Procuring Entity. In the case of a Joint Venture/ Consortium, If the performance of any JV/C member is persistently un-satisfactory by the Procuring Entity in respect of the responsibilities assigned to him as per the JV agreement, which is part of this Contract.

2) Insolvency: If the Consultant being an individual or if a firm, any partner thereof, shall at any time be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or

3) Liquidation: if the Consultant is a company being wound up voluntarily, or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager

12.1.2 Notice for Default:

As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the Consultant, giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the Consultant would be suspended as per GCC clause 10.6 above to safeguard needed recoveries due to invoking contractual remedies.

12.1.3 Remedies for Breaches/ Default

In the event of an unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per the sub-clause above, the Procuring Entity, if so decided, shall

1) take one; or more of the following contractual remedies.

a) Recover liquidated damages and invoke a denial clause for delays.

b) In the case of JV/C, Procuring Entity may call upon the Lead Member to assign the work of the defaulting member to any other equally competent party acceptable to the Procuring Entity.

c) Temporarily withhold payments due to the Consultant till recoveries due to invocation of other contractual remedies are complete.

d) Call back any loaned property or payment advances with a levy of interest at the prevailing rate (MIBID - Mumbai Interbank Proposal Rate).

e) Encash and/ or Forfeit performance or other contractual securities.

f) Prefer claims against the insurance, if any.

g) Terminate the Contract for default, fully or partially, including its right for Risk-and-Cost Procurement as per the following sub-clause.

h) Initiate proceedings in a court of law for the transgression of a law, tort, and loss not addressable by the other remedies above.

2) By written Notice of Termination for Default sent to the Consultant, terminate the contract in whole or in part, without compensation to the Consultant.

a) Such termination shall not prejudice or affect the rights and remedies, including under the sub-clause below, which have accrued and/ or may accrue to the Procuring Entity after that.

b) Unless otherwise instructed by the Procuring Entity, the Consultant shall continue to perform the contract to the extent not terminated.

c) All Defect Liability obligations, if any, shall survive despite the termination.

3) Risk and Cost Procurement: In addition to termination for default, the Procuring Entity shall be entitled, and it shall be lawful on his part, to procure Services similar to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the Consultant. Such Risk and Cost Procurement must be contracted within nine months from the breach of contract. The Consultant shall be liable for any loss which the Procuring Entity may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The Consultant shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be at the discretion of the Procuring Entity. It shall not be necessary for the Procuring Entity to notify the Consultant of such procurement. It shall, however, be at the discretion of the Procuring Entity to collect or not the security deposit from the firm/ firms on whom the contract is placed at the risk and cost of the defaulted firm.

12.1.4 Limitation of Liability

Except in cases of criminal negligence or wilful misconduct, the aggregate liability of the Consultant to the Procuring Entity, whether under the contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Consultant to indemnify the Procuring Entity concerning IPR infringement.

12.2. Termination for Default/ Convenience of Procuring Entity or Frustration of Contract

12.2.1 Notice for Determination of Contract

1. The Procuring Entity reserves the right to terminate the contract, in whole or in part, for its (the Procuring Entity's) convenience or frustration of Contract as per the sub-clause below, by serving written 'Notice for Determination of Contract' on the Consultant at any time during the currency of the contract. The notice shall specify that the termination is for the Procuring Entity's convenience or the contract's frustration. The notice shall also indicate inter-alia, the extent to which the Consultant's performance under the contract is terminated, and the date from which such termination shall become effective.

2. Such termination shall not prejudice or affect the rights and remedies accrued and/ or shall accrue after that to the Parties.

3. Unless otherwise instructed by the Procuring Entity, the Consultant shall continue to perform the contract to the extent not terminated.

4. All Defect Liability obligations, if any, shall survive despite the termination.

5. The Services and incidental goods/ works that can be delivered or performed within thirty days after the Consultant's receipt of the notice of termination shall be accepted by the Procuring Entity as per the contract terms. For the remaining Services and incidental goods/ works, the Procuring Entity may decide:

a) To get any portion of the balance completed and delivered at the contract terms, conditions, and prices; and/ or

b) To cancel the remaining portion of the Services and incidental goods/ works and compensate the Consultant by paying an agreed amount for the cost incurred by the Consultant, if any, towards the remaining portion of the Services and incidental goods/ works.

12.2.2 Frustration of Contract

1) Notice of Frustration Event: Upon a supervening cause occurring after the effective date of the contract, including a change in law, beyond the control of either party, whether as a result of the Force Majeure clause (GCC 9.6) or within the scope of section 56 of the Indian Contract Act, 1872, that makes it impossible to perform the contract within a reasonable timeframe, the affected party shall give a 'Notice of Frustration Event' to the other party giving justification. The parties shall use reasonable efforts to agree to amend the contract as necessary to complete its performance. However, if the parties cannot reach a mutual agreement within 60 days of the initial notice, the Procuring Entity shall issue a 'Notice for Determining the contract' and terminate the contract due to its frustration, as in the sub-clause above.

2) However, the following shall not be considered as such a supervening cause

a) Lack of commercial feasibility or viability or profitability or availability of funds

b) if caused by either party's breach of obligations under this Contract or failure to act in good faith or use commercially reasonable due diligence to prevent such an event.

12.3. Closure of Contract

12.3.1 Unless terminated earlier under GCC clauses 12.1 and 12.2 above, this Contract shall expire:

1. At the end of such a period after the Effective Date as specified in the Contract.

2. Upon successful performance of all obligations by both parties, including completion of Defect Liability obligations and final payment

3. termination and settlements after that, if any, as per GCC clause 12.1 or12.2 above.

12.3.2 Cessation of Rights and Obligations

Upon termination of this Contract under Clauses GCC 12.1 or 12.2 hereof or expiration of this Contract under GCC clause 12.3.1, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality outlined in GCC clause 5.7. (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records outlined in GCC clause 5 and to cooperate and assist in any inspection or investigation, and (iv) any right a Party may have under the Applicable Law.

12.3.3 Cessation of Services

Upon termination of this Contract by notice under Clauses GCC 12.1 or GCC 12.2, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. Concerning documents prepared by the Consultant and equipment and materials furnished by the Procuring Entity, the Consultant shall proceed as provided by Clauses GCC 9.4 and GCC 5.14.

12.3.4 Payments upon Termination

Upon termination of this Contract, the Procuring Entity shall make the following payments to the Consultant:

(a) payment for Services satisfactorily performed before the effective date of termination; and

(b) in the case of termination under GCC clause 12.2, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

13 Code of Integrity

13.1. Code of Integrity in Public Procurement; Misdemeanours and Penalties

Procuring authorities as well as Consultants, suppliers, contractors, and consultants - should observe the highest standard of ethics and should not indulge in following prohibited practices, either directly or indirectly, at any stage during the Procurement Process or during the execution of resultant contracts:

1) "Corrupt practice" - making an offer, solicitation or acceptance of a bribe, reward or gift or any material benefit in exchange for an unfair advantage in the Procurement Process or to otherwise influence the Procurement Process;

2) "Fraudulent practice" - any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. Such practices include a false declaration or false information for participation in a Procurement Process or to secure a Contract, or in the execution of the contract;

3) "Anti -competitive practice" - any collusion, Proposal-rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more Consultants, with or without the knowledge of the Procuring Entity, that may impair the transparency, fairness, and the progress of the Procurement Process or to establish Proposal prices at artificial, non-competitive levels;

4) "Coercive practice" - harming or threatening to harm persons or their property to influence their participation in the Procurement Process or affect the execution of a contract;

5) "Conflict of interest" –participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract to which this procurement is linked; if they are part of more than one Proposal in the procurement; or if their personnel have a relationship or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) Consultant from the Procuring Entity with an intent to gain unfair advantage in the Procurement Process or for personal gain;

6) "Obstructive practice" - materially impede procuring entity's investigation into allegations of one or more of the above-mentioned prohibited practices either by deliberately destroying, falsifying, altering; or concealing evidence material to the investigation; or by making false statements to investigators and/ or by coercive practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or by impeding the Procuring Entity's rights of an audit or access to information;

13.2. Obligations for Proactive Disclosures:

1) Procuring authorities, Consultants, suppliers, contractors, and consultants are obliged under this Code of Integrity to suo-moto proactively declare any violation of the Code of Integrity (pre-existing or as and as soon as these arise at any stage) in any Procurement Process or execution of the contract. Failure to do so shall amount to a violation of this code of integrity.

2) Any Consultant must declare, whether asked or not in a Proposal-document, any previous transgressions of such code of integrity during the last three years or of being under any category of debarment by the Central Government or the Ministry/ Department of the Procuring Organisation from participation in Procurement Processes. Failure to do so shall amount to a violation of this code of integrity.

13.3. Misdemeanours

The following shall be considered misdemeanours - if a Consultant, either directly or indirectly, at any stage during the Procurement Process or during the execution of resultant contracts:

1) Commits any of the following misdemeanours:

(a) Violates the code of Integrity mentioned in GCC-clause 13.1 or the Integrity Pact if included in the Tender/ Contract;

(b) Any other misdemeanour, e.g., supply of sub-standard quality of material/ services/ work, non-performance or abandonment of contract, or violations of Bid/ performance Security conditions.

2) Commits any of the following misdemeanours:

(a) Has been convicted of an offence:

i) Under the Prevention of Corruption Act, 1988; or

ii) The Indian Penal Code or any other law is in force for causing any loss of life or property or causing a threat to public health as part of the execution of a public procurement contract.

(b) It is determined by the Government of India to have doubtful loyalty to the country or national security considerations.

(c) Employs a government servant who has been dismissed or removed on account of corruption or employs a non-official convicted for an offence involving corruption or abetment of such an offence in a position where he could corrupt government servants or employs a government officer within one year (or any other period prescribed by the relevant authority) of his retirement, who has had business dealings with him in an official capacity before retirement.

13.4. Penalties for Misdemeanours

Without prejudice to and in addition to the rights of the Procuring Entity to other remedies as per the Tender-documents or the contract, If the Procuring Entity concludes that a (prospective) Consultant directly or through an agent has committed a misdemeanour in competing for the tender or in executing a contract, the Procuring Entity shall be entitled, and it shall be lawful on his part to take appropriate measures, including the following:

13.4.1 if his Proposals are under consideration in any procurement

1) Enforcement of Bid Securing Declaration in lieu of forfeiture or encashment of Bid Security.

2) calling off any pre-contract negotiations and;

3) rejection and exclusion of Consultants from the Procurement Process

13.4.2 if a contract has already been awarded

1) Termination of Contract for Default and availing all remedies prescribed thereunder;

2) Encashment and/ or Forfeiture of any contractual security or bond relating to the procurement;

3) Recovery of payments, including advance payments, if any, made by the Procuring Entity along with interest thereon at the prevailing rate (MIBID - Mumbai Interbank Proposal Rate);

13.4.3 Remedies in addition to the above:

In addition to the above penalties, the Procuring Entity shall be entitled, and it shall be lawful on his part, to:

1) File information against Consultant or any of its successors with the Competition Commission of India for further processing in case of anti-competitive practices;

2) Initiate proceedings in a court of law against Consultant or any of its successors under the Prevention of Corruption Act, 1988 or the Indian Penal Code or any other law for transgression not addressable by other remedies listed in this sub-clause.

3) Remove the Consultant or any of its successors from the list of registered suppliers for a period not exceeding two years. Suppliers removed from the list of registered vendors or their related entities may be allowed to apply afresh for registration after the expiry of the removal period.

4) Initiate suitable disciplinary or criminal proceedings against any individual or staff found responsible.

5) Debar, a Consultant, from participation in future procurements without prejudice to Procuring Entity's legal rights and remedies. Debarment shall automatically extend to all the allied firms of the debarred firm. In the case of a Joint Venture/ consortium, all its members shall also stand similarly debarred:

(a) A Ministry/ Department (or any of its CPSUs, attached offices, autonomous bodies) may debar a Consultant or any of its successors from participating in any Procurement Process undertaken by all its procuring entities for a period not exceeding two years commencing from the date of debarment for misdemeanours listed in GCC sub-clause 13.3 -1) above. The Ministry/Department shall maintain such a list which shall also be displayed on their website.

(b) Central Government (Department of Expenditure (DoE), Ministry of Finance) may debar a Consultant or any of its successors from participating in any Procurement Process undertaken by all its procuring entities for a period not exceeding three years commencing from the date of debarment for misdemeanours listed in GCC sub-clause 13.3 -2) above. DoE shall maintain such a list which shall be displayed on Central Public Procurement Portal (CPPP).