



INTERNATIONAL FINANCIAL SERVICES CENTERS AUTHORITY

(A statutory authority established by the Government of India)

TENDER DOCUMENT (Part I –TECHNICAL BID)

FOR

**Architectural Consultancy Services for Interior Fit-out Works of 16th, 19th, & 20th floor
and miscellaneous works related to the IFSCA Building, GIFT City, Gandhinagar**

INTERNATIONAL FINANCIAL SERVICES CENTRES AUTHORITY

Block 12B, Zone 1, Road 1A, GIFT SEZ, GIFT City,
Gandhinagar, Gujarat - 382 050

PART – I
TENDER DOCUMENT

Tender Details and Schedule

Name of Assignment	:	Architectural Consultancy Services for Interior Fit-out Works of 16th, 19th, & 20th floor and miscellaneous works related to the IFSCA Building, GIFT City, Gandhinagar
Estimated Cost of the interior fit-out works for which consultancy is sought	:	Rs. 13,50,00,000/-
Earnest Money Deposit	:	Rs.1,00,000/-
Performance Guarantee/Security	:	5% of the Contract Value
Completion Period	:	27 Months
Validity of Bid	:	90 days from the Bid Submission End Date
NIT No.	:	IFSCA-Admn0IHBP/3/2025-GA
Date, Time and place of pre-bid meeting	:	27.10.2026, 1100 hrs, IFSCA HQ, GIFT City, Gandhinagar
Last Date and Time for Submission of Technical and Financial Bid	:	18.11.2026 till 1400 hrs
Date and Time for Opening of Technical Bid	:	18.11.2026 at 1500 hrs
Date and Time for Opening of Financial Bid	:	To be notified to the technically qualified bidders.

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NOTICE INVITING TENDER

Architectural Consultancy Services for Interior Fit-out Works of 16th, 19th, & 20th floor and miscellaneous works related to the IFSCA Building, GIFT City, Gandhinagar

1. The International Financial Services Centres Authority (IFSCA) has been established on April 27, 2020 under the International Financial Services Centres Authority Act, 2019. It has its Headquarters building in GIFT City at Block-12B, Zone 1, Road 1A, GIFT SEZ, GIFT City, Gandhinagar, Gujarat – 382 050.
2. IFSCA intends to select an experienced, competent and reputed Architectural Consultancy Firm (Consultant) for Interior Fit-out works of 16th, 19th & 20th floor and miscellaneous works related to the IFSCA Building at GIFT City, Gandhinagar.
3. This Tender Document is issued as a Limited Tender Enquiry (LTE) through e-mails to the shortlisted/invited bidders identified by IFSCA. Participation is restricted to such invited bidders; a bid from a bidder not specifically invited under this LTE shall not be considered.
4. The invited bidders are advised to submit bids after carefully following the instructions in this Tender Document. Any pre-bid query or request for clarification shall be submitted through e-mails within the time specified in the bid.
5. The tendering process shall be a single-stage, two-envelope/two-bid process comprising (i) Technical Bid and (ii) Financial Bid, to be submitted physically to General Manager (Administration), International Financial Services Centres Authority, Block 12B, Zone 1, Road 1A, GIFT SEZ, GIFT City, Gandhinagar, Gujarat - 382 050. The Financial Bid shall be opened only of the bidders qualifying in the Technical Evaluation.
6. The Tender Notice and key tender details shall be published on the Central Public Procurement (CPP) Portal ([ePublishing System, Government of India](#)) and on the IFSCA website (www.ifsc.gov.in). Interested bidders may download the tender document from the IFSCA website and/or CPP Portal. Submission of bids shall, however, be in the manner prescribed in this Tender Document.
7. The bid shall be submitted in physical form under a Two-Bid System in the following manner:
 - a) The Technical Bid shall be submitted in a separate sealed envelope clearly

superscribed “Technical Bid – Architectural Consultancy Services for Interior Fit-out Works of 16th, 19th, & 20th floor and miscellaneous works related to the IFSCA Building, GIFT City, Gandhinagar”

- b) The Financial Bid shall be submitted in a separate sealed envelope clearly superscribed “Financial Bid– Architectural Consultancy Services for Interior Fit-out Works of 16th, 19th, & 20th floor and miscellaneous works related to the IFSCA Building, GIFT City, Gandhinagar” and shall contain the duly completed and signed Financial Bid in the prescribed format.
 - c) All bid documents and supporting documents shall be sealed and signed by the authorized signatory of the bidder, as a token of acceptance of the terms and conditions specified in the tender.
 - d) The Technical Bid and Financial Bid envelopes shall be enclosed in a single outer sealed envelope superscribed “Bid for Architectural Consultancy Services for Interior Fit-out Works of 16th, 19th, & 20th floor and miscellaneous works related to the IFSCA Building, GIFT City, Gandhinagar”.
 - e) The Financial Bid of only those bidders who are found technically qualified shall be opened on the date and time communicated by IFSCA. The Financial Bids of bidders not found technically qualified shall not be considered and will remain unopened.
8. An Earnest Money Deposit (EMD) of ₹1, 00,000/- amount should be remitted to IFSCA through RTGS/NEFT as per details given in this tender on or before bid submission end date. Counterfoil/ receipt/ transaction detail for the same must be enclosed with the technical bid of the document. The bid without EMD shall be rejected outrightly. No interest is payable on EMD. MSE registered firms and DPIIT-recognised Startups are exempted from payment of EMD. In case of award of contract, such firms will have to submit performance security/guarantee equal to 5% of quoted amount.
9. The bidders are advised to submit the bid before the last date and time of submission. The bid received post submission deadline shall not be considered for evaluation.
10. The Bid should not contain any conditions whatsoever and any such conditional bids received shall be rejected.
11. IFSCA reserves the right to cancel or withdraw the procurement, or to reduce, delete or modify the scope, in accordance with the Tender and applicable procurement rules. Any material addition, deletion or modification after award shall be implemented only through a written Order/deviation Order approved by the Competent Authority. Payment shall be restricted to Services actually ordered, satisfactorily rendered and

accepted by IFSCA.

12. Applications containing false and/or incomplete information are liable for rejection.
13. The contract(s) shall be awarded under Least Cost Selection (LCS) to the L1 financial bidder(s) among those meeting all eligibility requirements.
14. The selected Consultant shall enter into the Consultancy Agreement in the format at Annexure-V.
15. A Pre-Bid meeting is scheduled to be held on 27.10.2026 at 1100 hrs in IFSCA HQ Building. Pre-bid queries shall be submitted through e-mails (anshul.tandon@ifsc.gov.in and anil.meena@ifsc.gov.in) at least three working days prior to the meeting. Clarifications, amendments and corrigenda issued by IFSCA shall form an integral part of the Tender Document. Any change affecting the bid conditions or Financial Bid shall be issued only through a formal corrigendum/addendum before the bid submission deadline, with suitable extension of time where required.

Yours faithfully,

Sd/-

(Arun Kumar Singh)

General Manager

I. FORM OF TENDER

To,
The General Manager,
Department of General Administration,
International Financial Services Centres Authority,
Block-12B, Zone-1, Road-1A, GIFT SEZ,
GIFT City, Gandhinagar - 382050

Dear Sir,

Architectural Consultancy Services for Interior Fit-out Works of 16th, 19th, & 20th floor and miscellaneous works related to the IFSCA Building, GIFT City, Gandhinagar

1. Having examined the bid document relating to the consultancy services specified in the hereinafter and having visited and examined the site of the works specified in the said bid document and having acquired the requisite information relating thereto affecting the bid, I/We hereby offer to extend the consultancy services specified in the said bid document within the time specified, at the rates mentioned in the Financial bid in all respects of the bid, in accordance with such conditions in so far as they may be applicable.

2. Memorandum

SN	Key Components	Details
1.	Name of the Assignment	Architectural Consultancy Services for Interior Fit-out Works of 16th, 19th, & 20th floor and miscellaneous works relating to the IFSCA Building, GIFT City, Gandhinagar
2.	Location	Block-12B, Zone 1, Road 1A, GIFT SEZ, GIFT City, Gandhinagar, Gujarat - 382 050
3.	Procurement Method / Bid System	Limited Tender Enquiry (LTE) ; Single-Stage Two-Bid System (i) Technical Bid (Part I) (ii) Financial Bid (Part II)
4.	Earnest Money Deposit (EMD)	₹1,00,000/- (MSE registered firms and DPIIT-recognised Startups are exempted from payment of EMD).

II. ELIGIBILITY CRITERIA

The following eligibility requirements shall apply. Eligibility shall be assessed on a pass/fail basis. Non-submission of a material eligibility document may render the bid non-responsive, subject to the clarification issued by IFSCA.

S N	Eligibility Criteria	Documents to be Submitted
1.	The bidder shall nominate a Lead Architect responsible for the Assignment who holds a B.Arch. degree and has a valid registration with the Council of Architecture throughout the period of the Assignment.	1. Copy of B.Arch. degree and valid Council of Architecture registration of the nominated Lead Architect.
2.	The bidder shall have a minimum of five (5) years' experience, as on the Bid Submission End Date, in architectural/interior design consultancy and shall have successfully completed at least one Similar Assignment involving office interior fit-out consultancy for a minimum carpet area of 28,000 sq. ft. 'Similar Assignment' means consultancy substantially involving interior architectural design, detailed/GFC drawings, MEPF coordination, estimates/BOQ and tender assistance, with execution-stage design/quality support.	1. Copies of Work Orders/Agreements defining scope, together with Completion/Client Certificates establishing successful completion and carpet area; details in Statement-I .
3.	The bidder shall propose suitably qualified Key Professionals, including (i) a Lead Architect/Interior Design Lead with at least five (5) years' relevant experience; (ii) an MEPF Lead/Consultant with at least five (5) years' relevant experience in HVAC (including chilled-water systems), electrical, ELV, fire safety, lighting and allied building	1. Organisational set-up; CVs, qualifications, experience certificates and written availability/commitment of the proposed Key Professionals. 2. Qualification and experience certificates of Interior Designers

	services; The Key Professionals may be partners/direct employees or specifically committed professionals/sub-consultants,; the Architect Consultant shall remain fully responsible for their performance.	and MEPF consultants proposed to be engaged for this project.
4.	Minimum average annual turnover of at least Rs. 0.90 Crores, at least 0.45 Crores of which should be from Consultancy Service Contracts, (total payments received for contracts in progress or completed) within the last seven financial years	Certificate of turnover and consultancy-service turnover from a Chartered Accountant, supported by audited financial statements as applicable.
5.	The bidder shall demonstrate financial viability. Net worth shall not be negative as on the latest financial year for which audited accounts are available and shall not have eroded by more than 30% during the preceding three financial years.	CA certificate of net worth/erosion supported by audited financial statements for the relevant years.
6.	Registration of firm/entity under applicable laws.	Registration Certificate indicating legal status (Company/Partnership Firm/Proprietorship Concern, etc.).
7.	Statutory registrations.	Copy of GST Registration Certificate and PAN Card.
8.	Compliance with Government of India restrictions relating to procurement from bidders from countries sharing a land border with India, including registration requirements where applicable.	Undertaking/certificate in Annexure-III confirming compliance.
9.	Code of integrity, conflict of interest and debarment status	Declaration/undertaking in Annexure-IV confirming compliance.

III. BID EVALUATION, AWARD OF CONTRACT AND COMMENCEMENT OF SERVICES

3.1 Technical Evaluation

- 3.1.1 The Technical Bids shall be evaluated to ascertain the responsiveness of the bids and compliance with the eligibility criteria and requirements stipulated in this Tender Document.
- 3.1.2 The Technical Evaluation shall be carried out on a pass/fail basis. No marks or weightages shall be assigned for technical evaluation.
- 3.1.3 The bidder shall be considered technically qualified and responsive only upon satisfactory compliance with all eligibility criteria, submission requirements and undertakings prescribed in the tender document.
- 3.1.4 The Financial Bids of only those bidders who are found technically qualified shall be opened and evaluated. Financial Bids of bidders declared technically non-responsive shall not be opened.

3.2 Technical Evaluation Checklist

- 3.2.1 The following parameters shall be evaluated for determining technical responsiveness of the bid:

SN	Particulars	Compliance (Yes/No)
1.	Form of Tender duly signed and stamped	
2.	EMD submitted / exemption document (Udyam/MSE/Startup certificate) submitted, if applicable	
3.	B.Arch. Degree Certificate of nominated Lead Architect submitted	
4.	Valid Council of Architecture Registration of nominated Lead Architect submitted	
5.	Profile of Bidder as per Annexure-I submitted	
6.	Documentary evidence of minimum prescribed experience submitted	
7.	Completion Certificates/Client Certificates for eligible assignments submitted	
8.	Details/CVs and availability commitments of proposed Lead Architect/Interior Design Lead, MEPF Lead and Site/Execution Support Lead submitted	
9.	Qualification and experience certificates of key professionals submitted	
10.	CA Certificate for prescribed turnover and consultancy-service turnover submitted	
11.	CA Certificate / audited documents for prescribed net-worth criterion submitted	

12.	Registration Certificate of Firm/Entity submitted	
13.	PAN Card submitted	
14.	GST Registration Certificate submitted	
15.	Annexure-II submitted	
16.	Annexure-III submitted	
17.	Annexure-IV submitted	
18.	Annexure-VII submitted	
19.	Annexure-VIII submitted	
20.	Statement – I submitted	
21.	Statement – II submitted	

3.2.2 A bidder shall be declared “Technically Qualified” only upon satisfactory compliance of all the above requirements as per eligibility criteria. Failure to comply with any of the above requirements may render the bid liable for rejection.

3.3 Financial Evaluation

3.3.1. For financial evaluation, the quoted percentage fees for Parts A and B shall be applied to the following Estimated Project Cost bases of interior fit-out/miscellaneous works:

- i. Part A (Interior Fit-out Works): ₹12,00,00,000/-
- ii. Part B (Miscellaneous Works): ₹1,50,00,000/-

3.3.2. The evaluated consultancy fee for Part A and Part B shall be computed and aggregated. Among bidders technically qualified, the bidder quoting the lowest aggregate consultancy fee for Parts A and B, calculated on the above estimated cost, shall be ranked L1.

3.3.3 If a firm quotes NIL service charges/ consideration, the bid shall be treated as unresponsive and will not be considered.

3.3.4. Price ranking shall be solely on the evaluated financial amount among technically qualified bidders.

3.4 Award and Commencement of Services

3.4.1 Upon approval of the bid evaluation by the Competent Authority, IFSCA shall issue a Letter of Award (LoA) to the successful bidder.

3.4.2 The successful bidder shall, within 15 days from the date of issuance of LoA, furnish Performance Security equal to five per cent (5%) of the Contract Value in accordance with Clause 21.4 and submit the other documents specified in the LoA/ Contract.

3.4.3 After submission and acceptance of Performance Security, the Consultancy Agreement shall be executed. Thereafter, IFSCA shall issue the Notice to Proceed (NTP). Assignment shall commence from the Effective Date specified in the NTP.

IV. SCOPE OF SERVICES

Part A: The Consultant shall provide Architectural Consultancy services for Interior Fit-out works of 16th, 19th and 20th floors of IFSCA Building, GIFT City, Gandhinagar. The scope shall include:

1. Providing comprehensive Architectural Consultancy Services for design and implementation of proposed Interior Fit-out works of 16th, 19th and 20th floors and miscellaneous works related IFSCA Building at GIFT City, Gandhinagar. The building has Ground plus 26 floors and two basements. IFSCA is already in occupation of six floors i.e. 21 to 26 floors and building is fully functional. A few floors have been leased out to tenants for furnishing their own interior works. A few of them have already started their operations from the building and others are in the process of furnishing their offices. For its own expansive needs in the coming years three floors i.e. 16th, 19th and 20th floors are proposed to be furnished. The approximate carpet area covered under this project is 35,000 sq. ft.
2. IFSCA intends to establish cloud kitchens on 16th, 25th and Ground floors. The civil works for GF and 25th floors have already been completed and ready to receive the kitchen equipment as finalised through a separate kitchen consultant engaged by IFSCA. The architectural inputs to have cloud kitchen on 16th floors will be required to be incorporated in the design options of the 16th floor. The Consultant shall coordinate with the said kitchen consultant and integrate/incorporate the kitchen layouts, drawings, equipment and service requirements into the overall interior fit-out design, drawings and tender documents, while ensuring seamless interface and coordination of all associated architectural and building services works during design and execution up to project completion and handover. The quoted consultancy fee shall be deemed to include the same.
3. In case of 16th floor fit-out works, IFSCA has already onboarded an active IT/AV works system integrator. The consultant will have to co-ordinate with the said system integrator for finalizing the interior fit-out design of the said floor. The quoted consultancy fee shall be deemed to include the same.
4. Architectural Designs shall be in accordance with Guidelines for Interior works in GIFT and Green Building Guidelines standards.
5. Carrying out detailed site visit, surveying and familiarisation of the existing services and infrastructure after obtaining necessary permission from IFSCA.

6. Based on the site visit and survey, preparing 2-D concept design and drawings with alternative schemes (minimum three conceptually different alternatives) of interiors of various office floors in consultation with IFSCA. The concept designs presentations shall be made to IFSCA.
7. The agreed concept design (out of the three alternatives) shall be further developed by incorporating suggestions till it gets finally approved by IFSCA. The architect consultant shall render his professional advise and reasonings for negating any of the suggestions made by IFSCA and help in finalising the concept design. A 3D walk through shall be presented with detailed interior layouts, furniture placements and coloured finishes to get the final approval of the concept design by IFSCA.
8. On approval of concept design by IFSCA, submitting required drawings to the urban development and other local authorities and obtaining their approval wherever required as per prevailing rules. Any fee in this regard shall be paid by IFSCA on submission of demand note or receipt.
9. Preparing preliminary project cost estimate with detailed specifications on the approved concept design for financial sanction of the project.
10. Detailed architectural design and drawings of the floors shall include related units/offices, meeting rooms, and furniture layouts. The details should be in a form amenable to end-user for feedback/discussion. An exhaustive list with multiple options of specifications of materials and finishes shall also be provided. Conducting visits to similar offices or showrooms of materials proposed to be used in the project.
11. Details engineering drawings of the floors shall include civil, interior, MEPF, ELV, LAN & Networking, AV systems, Signage, specialized flooring, compact storage systems, Artwork & Mural works, etc. The designs and drawings so proposed should conform to the requirements for issue/ renewal of fire compliance certificate from Competent Authority. No structural alteration will be carried out for execution of interior works.
12. Preparing final project cost estimate with Bill of quantities, detailed specifications and rate analysis after incorporating necessary corrections, if any, as suggested by IFSCA.
13. After approval of project cost estimate with Bill of quantities by IFSCA, prepare the draft tender document for interior fit-out work including civil, electrical, ELV, HVAC, fire safety, furniture etc. and post approval of draft, submit the tender documents.
14. Assist IFSCA during tendering process and for selection/ prequalification of contractors/ vendors.
15. Issue three sets of Working Drawings (Good for Construction Drawings) within seven days from the date of award of work order to contractor. Out of these, one set to be

issued to the Contractor after approval of IFSCA.

16. Evaluation of works to ensure the quality and workmanship of all parts of the project during implementation and submission of fortnightly report to IFSCA.
17. Appoint qualified and experienced technical personnel(s) preferably Diploma/BTech/B-Arch in Civil/Architecture at site as Site Engineer/Site Supervisor at Architect's own cost and risk, for project inspection and quality checks.
18. Submission of final project report with list of shortcoming/defect on completion of project.
19. Review of as-built drawings submitted by the contractor.
20. Any other services incidental to or connected with the said works usually and normally rendered by architect and not referred to in any of the items referred to above.
21. Consultant's association will continue from the beginning of the project work until its completion, and till the end of defect liability period.
22. The duties and functions of the Architect mentioned above are only indicative and not exhaustive.
23. IFSCA may reduce, defer or abandon any part of Part A. Any material addition or deletion of the approved Part-A scope shall be approved by Competent Authority, IFSCA. .
24. Stages of Assignment, Time Schedule, Deliverables and Fee Payable: The following time schedule shall be followed by the Consultant for the important stages of consultancy assignment:

Stage	Stage of Assignment	Time Schedule	Deliverable	Fee Payable
	Pre-Execution Stage			
1.	Submission of Concept design with three alternatives	Within 21 days from the date of issue of Notice to Proceed (NTP)	i) Presentation on Concept designs. ii) One hard and soft copy of concept designs of each floor.	NIL
2.	Submission of 3-D walkthrough of the	Within 14 days from the date of approval of the	iii) Presentation and submission of soft copy of	10% of total fee

	agreed Concept design; Submission of required documents to the local authorities for obtaining statutory approvals	Agreed Concept design	approved 3-D walkthrough. iv) Copies of drawings and documents submitted to local authorities v) Application and obtaining approval for interior fit-out works from statutory bodies.	
3.	Submission of detailed design and drawings, Draft Detailed Estimate with quantity and rate analysis	Within 21 days from the date of approval of Concept design	vi) 2 sets of drawings (in A1 size) and Detailed estimate including soft copy.	10% of total fee
4.	Submission of Draft Tender Document along with BOQ and Drawings	Within 14 days from the date of approval of the Detailed Estimate	vii) 1 set of hard and soft copy of draft tender documents along with BOQ.	20% of total fee
5.	Submission of Fair Tender Document along with BOQ and Drawings	Within 7 days from the date of approval of the Draft Tender Document	viii) Soft copy of tender document along with BOQ and drawings.	
6.	Response to the tender queries raised by IFSCA/Bidders and Scrutiny of Technical Bids and submission of	Within 14 days from the date of opening of Technical Bids	ix) Preparation and submission of response to tender queries	

	scrutiny report with recommendations		x) Submission of technical bid scrutiny report	
7.	Scrutiny of Price Bids and submission of scrutiny report, Comparative Statement along with recommendations	Within 7 days from the date of opening of Price Bids	xi) Submission of scrutiny report, Comparative Statement	
8.	Issuance of working drawings/GFC of architectural, MEPF, ELV, AV, LAN Networking, etc.	Within 7 days from the date of award of work order to contractor.	xii) Soft copy and 3 hard copy set of working drawings (in A1 size)	30% of total fee
During Execution Stage				
9.	Evaluation of works to ensure the quality and workmanship of all parts of the project during implementation. Approval of shop drawings prepared and submitted by the contractor for execution of works on site. Response to the queries raised by the contractor during the execution phase.	As per the progress of the project.	xiii) Make revisions and issue modified drawings if required. xiv) Site visit reports. xv) Assist IFSCA to approval various sample of materials and work items. xvi) Evaluate the construction works are being executed as per the issued drawings and resolve design and detailing issues	20% of total fee* <i>*Payment will be made based on physical completion of the project. For example: If physical progress is 25%, payment of 25% of 20% fee of this stage will be admissible.</i>

	Submission of fortnightly report to IFSCA		whenever they arise. xvii) Offer interpretation of the drawings and specifications. xviii) Periodic review of estimates during execution of works. xix) Attend review meetings to ensure the project proceeds in accordance with contract conditions.	
	Post Execution Stage			
10.	Submission of final project report with list of shortcoming/defect on completion of project		xx) Submission of Final Project Report	5% of the total fee
11.	Review of as-built drawings submitted by the contractor		xxi) Review and provide comments (as required) to the as-built drawings submitted by the contractor.	
12.	Submission of required documents to the local authorities for		xxii) Application of Fire NOC xxiii) Obtaining Fire NOC	

	obtaining statutory approvals.		xxiv) Any other necessary statutory approval as required.	
13.	Inspection two months prior to the expiry of DLP of the project.		xxv) Submission of Inspection report.	5% of total fee.

Part B: Architectural Consultancy Services for Miscellaneous Works in the HQ Building

The Consultant shall provide architectural/engineering consultancy, during the Contract Period, for identification, planning, design, estimation, tendering support and execution-stage support for improvement and miscellaneous works in the existing IFSCA HQ Building. Identification and assessment of operational, functional, aesthetic, safety, accessibility, and other requirements of IFSCA. Some of the miscellaneous works are listed for ready reference as under:

- i) Architectural enhancement of the corridor to the Board room to the 25th floor lobby
- ii) Flag post installation works.
- iii) Green area/landscape design considering the placement of the Globe sculpture.
- iv) Air-conditioning work in Lift Lobbies
- v) Entry enclosure vestibule with air curtain.
- vi) Display walls at Ground Floor reception.
- vii) Flap barrier system at Ground Floor reception and basement lift lobbies.
- viii) Civil works required for water cooler installation in pantry areas on all floors.
- ix) Additional CCTV cameras to cover identified blind spots.
- x) False ceiling wherever required.
- xi) Storage space provision wherever required.
- xii) Alcove provisions for AHU panels on IFSCA floors.
- xiii) Access control system for core area doors.
- xiv) Parking associated accessories, including cushion pads and digital parking signages.
- xv) EV car/bike charging facility.
- xvi) Additional furniture, wherever required.

Note: *The above list identifies the contemplated categories of Part-B work and is indicative of likely requirements.*

Protection of existing rights: Identification, design or supervision of defect-rectification work by the present Consultant shall not constitute acceptance, waiver, novation or release of any right, defect-liability claim, warranty claim, recovery or remedy that IFSCA may have against the original building contractor, architect, PMC, vendor or any other person. The Consultant shall separately identify, where reasonably possible, defects that may be attributable to earlier works/contracts and provide the technical documentation required by IFSCA to preserve/recover such rights.

The Scope of services for Miscellaneous works shall include the following:

1. Conduct detailed site inspections and analysis of requirements to assess the feasibility, nature and extent of works.
2. Prepare layouts, sketches and proposals for identified miscellaneous works.
3. Present the proposals and incorporate comments, suggestions and modifications for final approval.
4. Prepare preliminary project cost estimates and technical specifications for each work. The cost estimates shall, as far as applicable, be based on the current CPWD DSR, with the applicable cost index and approved rate analysis/market-rate analysis for non-DSR items.
5. Prepare detailed estimates, Bills of Quantities (BOQ), rate analysis and technical specifications for each approved Task Order, using the applicable DSR/cost-index/rate-analysis basis.
6. Revise and update estimates based on comments received from IFSCA.
7. Prepare draft and final tender documents including technical specifications, BOQ and drawings.
8. Assist IFSCA during tendering, including responding to bidder queries and issuance of technical clarifications.
9. Scrutinise technical and financial bids and submit recommendations and comparative statements.
10. Issue three sets of Working Drawings (Good for Construction Drawings) within seven days from the date of award of work order to contractor. Out of these, one set to be issued to the Contractor after approval of IFSCA.
11. Evaluation of works to ensure the quality and workmanship of all parts of the project during implementation and submission of fortnightly report to IFSCA.
12. Review of as-built drawings submitted by the contractor.
13. Provide such incidental professional services as are reasonably necessary to complete a work and are ordinarily comprised in architectural/engineering consultancy of that nature. A materially new requirement outside the approved works shall require a separate approval.
14. Consultant's association will continue from the beginning of the project work until its completion, and till the end of defect liability period.
15. The Consultant's association shall continue from commencement of the assignment until completion of the works and expiry of the Defect Liability Period.

16. The duties and functions listed above are indicative of the professional activities that may be required within the contemplated Part-B categories; actual Services shall be limited to those expressly approved by IFSCA.

17. IFSCA may, at its discretion, add, reduce or delete individual miscellaneous works. Payment shall be made based on actual scope undertaken and services rendered.

18. Stages of Assignment, Time Schedule, Deliverables and Fee Payable: the following stage structure shall apply to Part-B

Stage	Stage of Assignment	Time Schedule	Deliverable	Fee Payable
Pre-Execution Stage				
1	Assessment and identification of miscellaneous works Presentation and Submission of draft proposal for identified miscellaneous/defect-rectification works	Within 21 days from the commencement date specified in the NTP	i) Submission of identified works and draft proposal. ii) Presentation and submission of proposals, layouts.	5%
2	Incorporate comments and Submission of final proposal.	Within 7 days from approval of proposed miscellaneous works	iii) Submission of final proposal.	5%
3	Submission of detailed design, drawings, technical specifications and detailed estimate with BOQ and rate analysis	Within 21 days from approval of concept proposal	iv) Two hard copies and soft copies of drawings, estimate and BOQ.	10%
4	Submission of Draft Tender Document, BOQ and drawings	Within 14 days from approval of estimate	v) Soft copy of draft tender document	20%

5	Submission of Final Tender Document, BOQ and drawings	Within 7 days from approval of draft tender	vi) Soft copy of final tender document, BOQ and drawings	
6	Response to tender queries and scrutiny of technical bids	Within 14 days from opening of technical bids	vii) Tender query responses and technical scrutiny report	
7	Scrutiny of financial bids and submission of recommendation report	Within 7 days from opening of financial bids	viii) Comparative statement and recommendation report	
8	Issuance of working/GFC drawings as applicable	Within 7 days from award of work to contractor	ix) Soft copy and 3 hard copy sets of drawings (in A1 size)	30%
During Execution Stage				
9	Evaluation of works to ensure the quality and workmanship of all parts of the project during implementation. Approval of shop drawings prepared and submitted by the contractor for execution of works on site. Response to the queries raised by the contractor during the execution phase. Submission of fortnightly report to IFSCA	As per progress of project	x) Make revisions and issue modified drawings if required. xi) Site visit reports. xii) Assist IFSCA to approval various sample of materials and work items. xiii) Evaluate the construction works are being executed as per	20%* *Payment for the execution-stage component shall be made proportionately with the physical progress of the works..

			the issued drawings and resolve design and detailing issues whenever they arise. xiv) Offer interpretation of the drawings and specifications. xv) Periodic review of estimates during execution of works. xvi) Attend review meetings to ensure the project proceeds in accordance with contract conditions.	
Post Execution Stage				
10	Submission of Completion Report and closure documents	On completion of works	xvii) Completion Report	5%
11	Review of as-built drawings submitted by contractor	Along with completion stage	xviii) Reviewed as-built drawings and comments	
12	Inspection before expiry of DLP and submission of inspection report	Two months prior to expiry of DLP	xix) DLP Inspection Report and closure recommendations	5%

** Time schedule shall commence from the date of issuance of NTP.*

V. GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions

Unless the context otherwise requires, the expressions wherever used in this document shall have the following meanings:

- a) 'Additional Services' means professional services outside the expressly defined Scope of Services, which shall not be undertaken or become payable unless they are authorised by the Competent Authority.
- b) "Applicable Law(s)" shall mean and include all applicable Indian statutes, enactments, Acts passed by the State Legislature or by the Parliament, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Government (Central or State), statutory authority, tribunal, board or court as may be applicable from time to time.
- c) "Affiliate" or "Associate" shall mean a body corporate or any other legal entity which is under the control of the Consultant or does have control over the Consultant, directly or indirectly.
- d) "Business Day" means a Day, other than Saturday and Sunday, on which banks in Gandhinagar are open for normal banking business.
- e) "Competent Authority" means the agency or the person authorized by the Chairperson, IFSCA, to exercise the powers and discharge the functions of the Competent Authority. Different persons or authorities may be authorized to perform different functions.
- f) 'Contract Value' means the total consultancy fee/value stated in the LoA/Contract for the services awarded.
- g) "Consultant" means the person or entity that enters into a contract with IFSCA to provide, carry out and perform the Services as specified in the Contract.
- h) "Contract" or "Agreement" means the Consultancy Agreement entered into between IFSCA and the Consultant together with all the Appendices and Annexures as mentioned and enclosed thereto.
- i) 'Estimated Project Cost' means the Estimated Cost of interior fit-out works and miscellaneous works specified for Part A and Part B solely for determining/evaluating the percentage Consultancy Fee.
- j) "IFSCA's Representative" means any individual or any agency appointed by IFSCA to act on its behalf for the Assignment.
- k) "Days" refer to calendar days, unless otherwise stated.
- l) "GCC" means the General Conditions of Contract.

- m)** “IFSCA” means the International Financial Services Centres Authority, a statutory authority established under the International Financial Services Centres Authority Act, 2019.
- n)** “GIFT Development Control Regulations” means the regulation(s) notified by GoG for the development control of the SEZ Area of GIFT, including any amendments thereof from time to time.
- o)** “Government” means the Government of Gujarat (GoG) and the Government of India (GoI) as the case may be, and shall include any department, authority and/or body within their respective or joint control discharging governmental or administrative functions.
- p)** “Party” means IFSCA or the Consultant, as the case may be, and “Parties” means both of them collectively.
- q)** “Personnel” means persons engaged by the Consultant to provide, carry out and perform the Services or any part thereof.
- r)** 'Assignment' means the Services comprised in the scope of services under Part A and Part B awarded to the Consultant under this Contract.
- s)** “Stage” means the sub-divisions of the Services which are to be provided, carried out and performed by the Consultant pursuant to the Contract and as described in Scope of Services.
- t)** “Services” or “Consultancy Services” means and includes the work comprised in the Scope of Services to be provided, carried out and performed by the Consultant pursuant to the terms of the Contract.
- u)** “Third Party” means any person or entity other than IFSCA and the Consultant.

2. Interpretation

- 2.1** Unless the context of the Contract otherwise requires:
- 2.2** Grammatical variations of defined words shall be construed in accordance with the relevant definition(s);
- 2.3** Heading and bold face words are only for convenience and shall be ignored for the purposes of interpretation;
- 2.4** Reference to any law or to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision;

- 2.5** The capitalized terms used in the Agreement/Contract shall have the meaning ascribed to it in the Definitions, unless the contrary is expressly stated;
- 2.6** When any number of Days is prescribed in any document, the same shall be reckoned with exclusion of the first day and inclusion of the last day;
- 2.7** Time is the essence of the Contract. If any time period specified herein is extended, such extended time shall also be of the essence; the Consultant shall be provided with all relevant information in a timely manner to ensure that it can complete the Services within the time for completion. In the event such information is delayed or not provided, IFSCA shall, in conjunction with the Consultant, agree a reasonable extension of time and revised date for completion.
- 2.8** The word “determine” means a determination made in the absolute discretion of the person making the determination.
- 2.9** The singular includes the plural (and vice versa);
- 2.10** References to a gender shall include references to the female, male and neuter genders;
- 2.11** Reference to the words “include” or “including” shall be construed without limitation;
- 2.12** All approvals, permissions, waivers, consents, confirmations or acceptance required from IFSCA for any matter shall require the “prior”, “written” approval, permission, waiver, consent, confirmation or acceptance of IFSCA.
- 2.13** Any disagreement or dispute between the Client and the Consultant shall be dealt with in accordance with Clause 24 (Settlement of Disputes).
- 2.14** The word “Client” or “IFSCA” wherever appearing in this Agreement shall mean the International Financial Services Centres Authority.

3. Language

The Contract has been executed in the English language, which shall be the language for all matters relating to the meaning or interpretation of the Contract.

4. Notices

- 4.1** Any notices or other communications required to be given to any Party pursuant to the Contract shall be in writing and in the English language and delivered in person or sent by registered A/D mail, courier, e-mail or facsimile to the address of the Party, or to such other addresses as may from time to time be designated by the Party through notification to the other Party.

- 4.2** However, notices delivered by facsimile/e-mail shall be deemed as being effectively given on the first Business Day following the date of transmission, as indicated on the transmission confirmation slip/read receipt of the document in question.

5. Location

- 5.1** The Services shall be provided, carried out and performed at the IFSCA Headquarters Building, GIFT City, Gandhinagar, by the Consultant as per the terms of the Contract.
- 5.2** The Consultant shall in normal course attend meetings at the IFSCA Headquarters Building, GIFT City, Gandhinagar or at any other place mutually agreed between the Parties for the purpose of explanations to and interactions with IFSCA, as may be considered necessary by IFSCA.

6. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under the Contract by IFSCA or by the Consultant may be taken or executed only by the officials designated and authorized by the Parties.

7. Taxes and Duties

The Consultant shall be paid the Consultancy Fee, exclusive of GST but which shall be inclusive of all direct and indirect costs, charges, expenses etc. and all other taxes, duties, levies which are not qualifying for exemption under the Special Economic Zones Act, 2005 and the Rules made thereunder.

8. Scope of Services, Commencement, Completion of the Contract

8.1 Scope of Services

The Consultant shall provide, carry out and perform the Services in terms of the scope of Services, as mentioned and in the manner provided in the Contract. The delivery schedule for rendering the Services shall be strictly adhered to by the Consultant.

8.2 Effective date of Contract

The Contract shall come into effect on the Effective Date stated in the Notice to Proceed (NTP)/Contract, as applicable.

8.3 Term and Expiration of Contract

Unless terminated earlier, the Term of the Contract shall commence from the effective date of the Contract up to the period given in the Consultancy Agreement.

- 8.4** Comments, refinements and modifications suggested by IFSCA that remain within the approved brief/scope of an existing deliverable shall be incorporated by the Consultant without additional fee. Any direction issued by IFSCA, that materially

adds to, deletes from or changes the approved scope, assumptions or deliverables shall be treated under the Change Control provisions.

8.5 No sub-contracting/sub-consulting shall be permitted without prior written consent of IFSCA. Disclosed specialist MEPF/other experts proposed in the bid and subsequently approved by IFSCA may be engaged in accordance with the Tender. The Consultant shall remain fully responsible for all Services performed by any sub-consultant or specialist.

8.6 Change Control Provision: No material change in scope shall be binding or payable unless authorised in writing by the Competent Authority. The proposal shall record the technical justification, effect on deliverables/timeline and financial implications; Finance concurrence shall be obtained where required.

9. Termination

9.1.1 By IFSCA

IFSCA shall have the right to terminate the Contract, by giving 30 (thirty) days' prior written notice of termination to the Consultant; to be given after the occurrence of any of the events specified in paragraphs (a) through (h):

- (a)** If the Consultant does not remedy or cure a default/failure in the performance of the Services under the Contract, within a period of 30 (thirty) days after being notified by IFSCA or within such further period as IFSCA may have subsequently approved in writing.
- (b)** If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a continuous period exceeding ninety (90) days, subject to Clause 22.5.
- (c)** If the Consultant becomes insolvent or bankrupt or its entire net worth becomes negative or goes into insolvency or receivership whether compulsory or voluntary;
- (d)** If the Consultant fails to comply with any interim order or final award passed in the arbitration proceedings;
- (e)** If the Consultant submits to IFSCA a statement which has a material effect on the rights, obligations or interests of IFSCA and which the Consultant knows to be false;
- (f)** If the Consultant, in the reasonable judgment of IFSCA, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of IFSCA or a public official in the selection process or in Contract execution.

“Fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a Contract to the detriment of IFSCA, and includes collusive practice among Consultants (prior to or after submission of proposal) designed to establish prices at artificial non-competitive levels and to deprive IFSCA of the benefits of free and open competition.

- (g) If IFSCA, in its sole discretion and for any reason whatsoever, decides to terminate the Contract.
- (h) In case the Consultant does not perform the Services as per the Contract.

9.1.2 By the Consultant

The Consultant shall have the right to terminate the Contract, by giving 30 (thirty) days' prior written notice of termination to IFSCA; to be given after the occurrence of any of the events specified in paragraphs (a) and (b):

- (a) If, as the result of Force Majeure, IFSCA is unable to perform a material portion of its obligations for a continuous period exceeding ninety (90) days, subject to Clause 22.5.
- (b) Failure of IFSCA to make admissible payments to the Consultant in accordance with the Contract.

9.2 Cessation of Rights and Obligations

Upon termination or upon expiration of the Contract, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued up to the date of termination or expiration, (ii) the obligation of confidentiality, (iii) any right which a Party may have under the Applicable Law, (iv) obligation of liability/warranty for the Services on part of the Consultant, (v) the indemnities contained hereunder, (vi) Notices and (vii) Dispute Settlement.

9.3 Cessation of Services

Upon termination of the Contract by notice of IFSCA, the Consultant shall, immediately upon receipt of such notice, take all reasonably practicable and necessary steps to bring the Services to a close in a prompt and orderly manner without causing inconvenience to IFSCA and shall make reasonable efforts to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by IFSCA for the use of the Consultant which are the property of IFSCA, the Consultant shall proceed to deliver the same to IFSCA, the delivery of

documents prepared by the Consultant being subject always to the payment by IFSCA of all fees and costs becoming properly due under the Contract.

In case the Consultant does not perform as per the conditions of the Contract, IFSCA may, after giving notice to the Consultant, engage an external consultant to perform the Services not so performed, entirely at the risk and cost of the Consultant.

9.4 Payment upon Termination

Upon earlier termination of the Contract, IFSCA shall make the payments to the Consultant on a proportionate basis for the Services satisfactorily rendered and/or performed by the Consultant up to the date of notice of termination. IFSCA shall not make any direct payments to any Personnel appointed by the Consultant and shall not be responsible for any liabilities thereof.

10. Obligations of the Consultant

- 10.1** The main objective of the Assignment is to provide, carry out and perform the Services as per the scope of Services, on terms of the Contract.
- 10.2** The Consultant shall provide, carry out and perform the Services and also perform its obligations hereunder with all due diligence, professional prudence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to the Contract or to the Services, as faithful advisers to IFSCA, and shall, at all times, support and safeguard IFSCA's legitimate interests in any dealings with any Third Party.
- 10.3** The Consultant shall provide, carry out and perform the Services in accordance with the timelines/delivery schedule specified in the Scope of Services. For delay attributable to the Consultant, liquidated damages may be levied strictly in accordance with Clause 18(b).
- 10.4** The Consultant shall report to the authorized representative of IFSCA at the IFSCA Headquarters Building in GIFT City and shall submit its program, deliverables etc. from time to time.
- 10.5** The Consultant shall study carefully the technical information provided by IFSCA and shall visit the site as and when required. In the event the Consultant becomes aware of any errors or doubts about the information and data provided, the Consultant shall notify IFSCA in time in writing.
- 10.6** The Consultant shall rely upon and be responsible for the accuracy and completeness of the Services, information and reports provided by any of its Personnel at its own risk and responsibility. The prime responsibility rests with the Consultant for any of the tasks and activities that are performed by its

Personnel. The Consultant shall have the responsibility to inform in writing to IFSCA of information that has defects in data, information and reports provided.

- 10.7** The Consultant shall designate at its cost a representative authorized to render decisions on the Consultant's behalf and to exercise the duties and obligations of the Consultant and to deal with matters in relation to the Assignment.
- 10.8** The Consultant shall comply with the provisions of all the Acts, Rules, Regulations & Ordinances of the State or Central Government and other local authorities as are applicable with respect to the execution and completion of the Assignment.
- 10.9** The Consultant is required to provide its service for the authorized operations in the SEZ area of GIFT City. Therefore, the Consultant shall also comply with the SEZ compliances.
- 10.10** The Consultant at all Stages shall coordinate with the other parties associated with or appointed by IFSCA for this Assignment.
- 10.11** The Consultant would assist IFSCA in obtaining approvals from Gol/GoG/Local GIFT Authorities, i.e. any technical inputs/presentation required to be undertaken for such approval as per good industry practice.

11. Code of Integrity

11.1 The Consultant shall comply with the Code of Integrity for Public Procurement and the undertaking submitted along with the Bid. Any violation of the provisions relating to corrupt, fraudulent, collusive, anti-competitive, coercive or obstructive practices, conflict of interest, or suppression of material information shall constitute a material breach of the Contract and may result in termination of the Contract, forfeiture of Performance Security, recovery of losses, debarment from future procurements and such other action as may be deemed appropriate by IFSCA.

11.2 Consultant Not to Benefit from Commissions, Discounts, etc.

The fees of the Consultant shall constitute the Consultant's sole earning in connection with the Contract or the Services, and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to the Contract or to the Services or in the discharge of their obligations under the contract, and the Consultant shall use its best efforts to ensure that its Personnel and/or agents, similarly shall not receive any such payment from any third party.

11.3 The Consultant shall disclose any actual, potential or perceived conflict of interest that may affect its ability to render independent and impartial services under this assignment. The Consultant shall promptly inform IFSCA of any conflict of interest arising during the tender process or execution of the Assignment. Failure to disclose a conflict of interest may result in rejection of the bid, termination of Contract or such other action as deemed appropriate by IFSCA.

11.4 Consultant and Affiliates not to be otherwise interested in Assignment

During the term of the Contract, the Consultant appointed to provide Consultancy for this Assignment, as well as any of its Associates, shall be disqualified from subsequently providing works or services related to the execution of the same Assignment and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of six years from the completion of this Assignment; provided further that this restriction shall not apply to consultancy/advisory services performed for IFSCA in continuation of this Consultancy or any subsequent consultancy/advisory services performed for IFSCA.

11.5 Confidentiality

11.5.1 The Consultant shall keep all the information pertaining to the Assignment CONFIDENTIAL and shall not provide/disclose any information of the Assignment to anybody, except on specific instructions in writing from IFSCA.

11.5.2 The Consultant and its Personnel shall not, until 5 years after expiry of the Term, disclose any proprietary or confidential information relating to the Services, the Contract or the business or operations of IFSCA without the prior written consent of IFSCA. This obligation shall not apply to information:

- (a) which is or becomes available to the public other than by breach of the Contract; or
- (b) which is in or comes into the possession of the receiving Party prior to the date of execution of consultancy agreement and which was not or is not obtained under any obligation of confidentiality; or
- (c) which is required by law or appropriate regulatory authorities to be disclosed, provided that the Party supplying the information is notified of any such requirement at least fifteen (15) days prior to such disclosure and the disclosure is limited to the minimum extent possible.

12. Insurance

The Consultant shall, without limiting its or IFSCA's obligations and responsibilities, take insurance policies to cover the following:

- i. Professional liability insurance with a minimum coverage of the amount equivalent to the Consultancy Fees. Such insurance shall be on an each and every claims basis, in respect of which insurance shall be provided to an aggregate indemnity limit of liability of the Consultant under or in connection with this Assignment whether in Contract for breach of statutory duty, tort, negligence or howsoever arising otherwise.

- ii. Employer's Liability Insurance for the workmen and the persons employed by the Consultant to provide, carry out and perform the Services under the Contract.
- iii. The Consultant shall provide copies of the aforesaid policies as evidence of coverage. Professional Indemnity Insurance shall be maintained throughout the Contract and, having regard to the six-year professional-liability period under Clause 18(e), for six (6) years after completion of the Consultancy Services. Evidence of continuing coverage shall be furnished to IFSCA on request. Employer's Liability/other statutory insurance shall remain valid for the period for which the relevant risk subsists.

13. Indemnity

- 13.1** The Consultant shall indemnify, protect and defend, for each Stage, IFSCA, at the Consultant's own expense, from and against all actions, claims, losses or damages arising out of the Consultant's failure to perform its obligations.
- 13.2** The Consultant shall indemnify IFSCA and shall hold IFSCA harmless from any claims by any Third Party against IFSCA for adopting the Consultant's reports, certification and recommendation and use of other intellectual property supplied by the Consultant under the Contract.

14. Reporting Obligations

- 14.1** IFSCA will appoint an Engineer/authorized representative as IFSCA's Representative to undertake review of the Consultant's work as per the Contract. The Consultant shall submit all reports, documents and deliverables as specified in the Contract and in the form and manner, within the periods set forth in this tender. The Consultant would also be required to make presentations on the progress of works before IFSCA's Representative and incorporate the comments/suggestions.
- 14.2** In furtherance of the obligations undertaken by the Consultant under the Contract, the Consultant agrees that IFSCA shall have the right to seek a review, whether on-site or offsite, of the activities and records of the Consultant in relation to and/or connected to the Assignment and the Services to be performed by it hereunder. Such review may be conducted by IFSCA through its personnel, agents or representatives, and the Consultant shall offer all reasonable and practicable co-operation in such reviews.

15. Documents supplied by the Consultant to be the Property of IFSCA

All data and information collected for the purpose of the Assignment (collectively called "Data") and plans, specifications, maps, images, photographs, designs, reports and other documents (collectively called "Documents") as may be submitted by the Consultant shall become and remain the property of IFSCA, and the Consultant shall, upon termination or

expiration of the Contract, deliver all such Documents to IFSCA. The Consultant may retain a copy of such Documents but shall not use the same for any other purposes.

16. Intellectual Property Rights of Assignment

- 16.1** The Consultant shall hand over all the working papers, workable and editable models with all linkages as developed for the assignment, and all related workings and outputs of the assignment generated for executing the assignment, on successful completion of the assignment, in editable soft and hard copies.
- 16.2** Such documents, working papers, analysis, workable and editable models as developed for the assignment and all related workings and outputs are the sole property of IFSCA and the Consultant shall treat all such information as confidential and shall not share the same with anybody else except on specific written instructions of IFSCA.
- 16.3** The certification and other documentation provided to IFSCA by the Consultant are solely for the purpose of the Assignment under the Contract, and intellectual property therein, to the extent and for the purpose of the Assignment, remains vested with IFSCA and the Consultant shall not use the same or any part thereof for any other client.

17. Consultant's Personnel

The Consultant guarantees that the Key Professionals of the Consultant for this Assignment will be available throughout the duration of the Assignment. IFSCA will not consider substitutions during the Contract unless both parties agree in writing to any substitution. If IFSCA is not satisfied with the performance of any of the Key Professionals, the Consultant shall, at IFSCA's request specifying the grounds therefor, forthwith provide as a replacement Professionals with qualifications and experience acceptable to IFSCA. Any proposed substitute shall have equivalent or better qualifications and experience than the original Professional.

18. Consultant's Liability

- (a) Errors and Omissions:** Where any error, omission or variation in a deliverable results from the Consultant's negligence or failure to exercise due professional skill and care, the Consultant shall promptly rectify the affected deliverable at its own cost. Losses caused to IFSCA by such professional negligence may be recovered in accordance with the indemnity/liability provisions of the Contract, subject to the applicable liability cap and without prejudice to Professional Indemnity Insurance.
- (b) Liquidated Damages for Delay:** For delay attributable to the Consultant, IFSCA may levy liquidated damages at 0.5% (zero point five per cent) per week or part thereof of the value of the delayed portion of the Services, subject

ordinarily to a maximum of 10% of the total Contract Value. No LD shall be levied for delay to the extent caused by IFSCA or an accepted Force Majeure event; the completion period shall be suitably re-fixed in such cases.

- (c) For performance deficiencies other than delay, IFSCA may require rectification, replacement of personnel, recovery of loss, termination and/or action under the Code of Integrity/debarment provisions, as legally applicable. The aggregate application of contractual remedies shall avoid double recovery for the same breach.
- (d) The Consultant's liability under or in connection with this assignment whether in Contract for breach of statutory duty, tort, negligence or otherwise howsoever arising, and shall not exceed the amount equal to the total Consultancy Fee.
- (e) For this Assignment, the Consultant's liability under or in connection with this Assignment whether in Contract, in tort (including negligence) for breach of statutory duty or otherwise will be for a period of 6 years beyond completion of Consultancy Services, for an amount not exceeding the total payments for Professional Fees made or expected to be made to the Consultant.
- (f) The aggregate cap on the Consultant's liability shall not protect the Consultant against liability that cannot lawfully be limited, including fraud/wilful misconduct, and shall be read with the indemnity and Professional Indemnity Insurance provisions. Nothing in this Clause permits double recovery by IFSCA for the same loss.

19. Consultant's Representations and Warranties

The Consultant represents and warrants to IFSCA that:

19.1 Corporate Existence and Power

The Consultant (a) is a duly formed legal entity, validly existing and in good standing under the laws of its incorporation; and (b) has all requisite approvals, power and authority to enter into and execute the Contract.

19.2 Authorization, No Contravention

The execution, delivery and performance by the Consultant of the Contract and the transactions contemplated therein (a) have been duly and validly authorized by all necessary corporate action of the Consultant; and (b) do not violate, conflict with or result in any breach, default or contravention of any law applicable to the Consultant, including Applicable Law. The Contract constitutes the legal, valid and binding obligations of the Consultant, enforceable against the Consultant in accordance with its terms.

19.3 Litigation

There are no contractual or tortious or any other claims pending against the Consultant or that have been threatened in arbitration or before any judicial authority against the Consultant which could have an adverse effect on its ability to perform its Services under the Contract.

19.4 Corrupt Practices

The Consultant has not made, directly or indirectly, any material payment or promise to pay, or material gift or promise to give, or authorized such a promise or gift, of any money or anything of material value, directly or indirectly, to any official of any Government or of IFSCA or any political party or official thereof or any of its Affiliates and Associates for the purpose of influencing any such official or inducing him or her to use his or her influence to affect any act or decision in relation to the Contract or the Assignment, including the appointment of the Consultant.

19.5 Expertise of the Consultant

The Consultant has and shall apply the reasonable professional skills and expertise to undertake the Services required under the Contract expeditiously and consistent with reasonable professional skill and care, and good industry practices.

Each of the representations made and warranties given above are and shall be true and correct as of the date of execution of the Contract, and the Consultant alone shall be responsible and liable for any consequences arising from their incorrectness.

19.6 Relationship of the Parties

It is agreed and understood that the relationship between the parties under this Agreement is on a "Principal to Principal basis". Nothing contained herein shall be deemed or construed by and between the Parties as creating or intending to create a relationship of partnership or a joint venture or an association of persons or an owner and an agent.

20. Obligations of IFSCA

20.1 Change in the Applicable Law

If, after the date of the Contract, there is any change in the Applicable Law with respect to taxes and duties payable by the Consultant which increases or decreases the applicable taxes, duties etc. or there is any imposition of new taxes, duties, levies and fees payable by the Consultant or withdrawal thereof, it shall be settled in equity and in a justifiable manner on mutually agreed terms between the parties.

20.2 Services and Facilities

IFSCA shall, on a best-effort basis, make available to the Consultant the information, documents and facilities required for satisfactory completion of this Assignment as may be available with it.

20.3 Obligations of IFSCA

20.3.1 IFSCA shall review the documents provided by the Consultant as early as possible and provide decisions and replies to avoid any delay in the progress of the Services. IFSCA shall immediately notify the Consultant in writing in the event it becomes aware of any non-conformance of the documents with provisions of the Contract.

20.3.2 IFSCA shall consult with the Consultant before issuing interpretations of documents prepared by the Consultant.

20.3.3 IFSCA shall provide to the Consultant and/or its agents access to the Site for execution of Services under the Contract.

21. Consultancy Fee/Contract Price

21.1 The Fee for Consultancy Services shall be calculated in accordance with the time schedule as specified in the Scope of Services, and calculated as per the Project Cost, as follows:

Pre Execution Stage: Project cost is the Estimated Project Cost indicated in the tender document i.e. Rs 12,00,00,000 and Rs 1,50,00,000 for Part A and Part B respectively.

During Execution Stage: Project Cost is the tendered value of the interior fit-out and miscellaneous works. The fee already paid to the consultant shall be adjusted based on tendered value of the works contract of both Part A and Part B.

Post Execution stage: Project Cost is the completion cost of the interior fit-out and miscellaneous works contracts as billed by Contractor and certified by IFSCA. The fee already paid to the consultant shall be adjusted based on this completion cost of Part A and Part B.

The 'Project Cost' of the work for fee calculation purposes shall exclude cost of specialized active IT/AV hardware (such as servers, network switches, AV Displays, Routers, Firewalls) to be installed in 16th floor, 50% of the cost of FCU/CSUs to be installed in B-1/B-2, extended and other floors lift lobbies, cost of kitchen equipment as per the BoQ provided by the kitchen consultant.

The Consultancy Fee shall be exclusive of GST but inclusive of all other taxes, duties, levies, direct and indirect costs, travel, manpower, overheads and expenses necessary for performance of the Services, except items expressly stated to be reimbursable or otherwise qualifying for exemption/zero-rating under applicable SEZ/GST provisions.

21.2 Fee for Additional Services

Fee for Additional Services shall be payable only where IFSCA has issued a prior written Order/deviation order for work outside the existing approved scope or where a material scope change is otherwise approved. Additional Services not represented by project/works

cost shall be separately valued on a reasoned rate analysis/negotiated basis and shall require prior approval of the IFSCA. No additional fee shall be payable for correction of consultant-caused errors or for rework arising from its negligence.

21.3 Terms and Conditions of Payment

The Consultant shall submit the invoice after receiving approval from IFSCA for each Stage of Services. Payments against the invoices will be made to the account of the Consultant according to the payment terms determined in the Contract. The payment will be made only after satisfactory approval of the deliverables by IFSCA and after deduction of applicable taxes, penalties and levies.

21.4 Performance Security / Performance Bank Guarantee

21.4.1 Provision of Performance Security

The Consultant shall, within the 15 days from the date of issuance of Letter of Award, furnish a Performance Security in the form of an Electronic Bank Guarantee (e-BG) or Bank Guarantee issued by an scheduled commercial bank in India in the format prescribed in Annexure-VI.

21.4.2 Safe Custody and Validity

The Performance Security shall remain valid for 60 days beyond the date of completion of all contractual obligations, including the applicable Defect Liability/warranty and other surviving performance obligations. IFSCA shall maintain the original Performance BG in its safe custody and shall monitor the validity of the security and require timely extension where the Contract period is extended.

21.4.3 Release of Performance Bank Guarantee

1. **No Claim Certificate:** Before final payment is processed or Performance Security is released, the Consultant shall submit the No Claim Certificate in the prescribed format (Annexure-IX).
2. **Acknowledgment:** Upon successful completion of all contractual obligations and receipt of the No Claim Certificate, IFSCA shall release the Performance Security following verification procedures and obtain a written acknowledgment where applicable.

21.4.4 Forfeiture / Appropriation

IFSCA may invoke/forfeit or appropriate the Performance Security, in full or in part, in accordance with the Contract and applicable law in the event of breach, default or non-performance by the Consultant.

22. Force Majeure

22.1 Definition

For the purposes of this Contract, “Force Majeure” means any event or circumstance that is beyond the reasonable control of the affected Party, could not have been reasonably foreseen or avoided, and which prevents or materially delays the performance of its obligations under the Contract. Such events may include, without limitation, acts of God, natural disasters, floods, earthquakes, epidemics, pandemics, war, acts of terrorism, civil unrest, riots, strikes (other than those involving the affected Party's personnel), governmental actions, embargoes, or any other event of a similar nature beyond the reasonable control of the affected Party.

Force Majeure shall not include: (a) negligence, default, misconduct, or breach of contract by the affected Party; (b) shortage of labour, materials, equipment or funds attributable to the affected Party; (c) ordinary or seasonal weather conditions; (d) failure of subcontractors, agents or suppliers, except where such failure is itself caused by a Force Majeure event; or (e) any event for which the risk or responsibility is expressly allocated to the affected Party under this Contract.

22.2 No Breach of Contract

The affected Party shall not be treated as in breach to the extent and for the period that performance is actually prevented by a mutually accepted Force Majeure event, provided that it has taken reasonable precautions and mitigation measures. Force Majeure suspends the affected obligation for the relevant period; it does not permanently excuse performance unless the Contract is terminated in accordance with this Clause.

22.3 Extension of Time due to Force Majeure

The affected Party shall notify the other Party in writing as soon as reasonably practicable and, in any event, not later than fourteen (14) days after occurrence/knowledge of the event, with reasonable particulars and evidence of its effect on performance. A time extension claim shall not ordinarily be entertained ex post facto after the event has ceased without timely notice. The affected Party shall provide continuing updates and promptly notify cessation of the event.

22.4 Payments

No liquidated damages or similar delay sanction shall be levied for delay directly attributable to an accepted Force Majeure event, and the affected completion period shall be re-fixed to the extent justified by the actual impact. Amounts accrued for Services satisfactorily performed before the event shall remain payable in accordance with the Contract.

22.5 Suspension of Assignment by IFSCA due to Force Majeure or otherwise

If Force Majeure continues for more than ninety (90) days and materially prevents performance, either Party may seek termination of the affected Services/Contract without financial penalty for the termination itself, subject to payment for Services satisfactorily performed and other accrued rights.

23. The Governing Law

The law governing the Contract shall be the Laws of India and courts at Gandhinagar, Gujarat shall have exclusive jurisdiction over any dispute arising out of or in relation to the Contract.

24. Settlement of Disputes

- 24.1** Any difference or dispute arising out of or in relation to the Contract or any breach thereof shall first be attempted to be resolved amicably through mutual discussion and negotiation between the Authorized Representatives of the parties. If they fail to resolve the dispute within 30 days after notifying the difference by either Party, the Chairperson of IFSCA and the Consultant, or their respective nominees, shall meet for negotiation at a mutually agreed date, time and place, and make their best endeavour to resolve the difference in the most equitable and justifiable manner.
- 24.2** If the dispute is not resolved under Clause 24.1, the Parties may, with the approval of the competent authorities, attempt mediation/conciliation in accordance with the Mediation Act, 2023 or other applicable Government dispute-resolution mechanism before resorting to arbitration or litigation.
- 24.3** Pending resolution of a dispute, the Consultant shall continue performance of undisputed obligations unless IFSCA directs otherwise. The existence of a dispute shall not entitle either Party to suspend undisputed performance or undisputed payments.

25. Ownership of Copyright

- 25.1 Exclusive Property of IFSCA:** All deliverables, plans, drawings, working sheets, CAD files, 3D/BIM digital models, specifications, cost estimates, tender documents, reports, and other material generated, prepared, or developed by the Consultant (or its sub-consultants) specifically for execution of this assignment (collectively referred to as "Project Assets") shall become and remain the **sole and exclusive property of IFSCA** upon payment of the corresponding fees.
- 25.2 Handover of Editable Assets:** Upon the expiration, completion, or premature termination of this Contract, the Consultant shall deliver all soft copies (in raw, un-encrypted, workable, and editable formats with full linkages, e.g., .dwg, .rvt, .xlsx) and hard copies of all Project Assets to IFSCA, together with a detailed inventory thereof.
- 25.3 Restrictions on Use:** The Consultant shall treat all Project Assets and design parameters as strictly confidential. The Consultant shall not use, publish, replicate, or transfer any portion of these designs, drawings, or documents for any other project or third party without the prior written consent of IFSCA.

25.4 Indemnity against IPR Infringement: The Consultant warrants that all designs, drawings, and technical specifications supplied under this Contract do not infringe upon any third-party patent, copyright, trademark, or proprietary right. The Consultant shall defend, indemnify, and hold harmless IFSCA against any third-party legal claims, losses, or costs arising out of any alleged infringement of intellectual property rights.

Date

Place

Signature of the Bidder and Seal

ANNEXURE – I

General Information of the Bidder

SN	Particulars	Details (To be filled by bidder)	
1.	Name of the Firm		
2.	Registered Address		
3.	Telephone Number/Mobile		
4.	E-mail ID		
5.	Legal Status of the Applicant / Type of Organization (Partnership Firm / Private Limited Company / Public Limited Company / Co-operative Body, etc.)		
6.	Date of Establishment of the Firm		
7.	GST Registration Number		
8.	Turnover of the Firm during the last seven financial years ending 31.03.2026	FY ended on	Total Turnover in Lakhs (₹) / Consultancy Turnover in Lakhs (₹)
		31.03.2020	
		31.03.2021	
		31.03.2022	
		31.03.2023	
		31.03.2024	
		31.03.2025	
		31.03.2026	
9.	Number of Architects/Consultants on regular employment and/or specifically committed for the Assignment (identify status separately)	Architects: _____ Other Consultants: _____	
10.	Name(s) of Proprietor / Partners / Directors		
11.	Number of Years of Experience in Execution of Similar Projects		

12.	Number of Office Interior Works Successfully Completed during the Last 7 Years	
13.	A) State whether the proposed Key Professionals/specialist expertise are in- house/regular personnel or externally committed/approved sub-consultants. B) If external specialists/sub-consultants are proposed, provide their names, roles, qualifications, experience and written commitment/availability.	
14.	Has the applicant or any constituent partner in case of partnership firm, ever been debarred/ blacklisted for competing in the tender by any organisation at any time? If so, give details	
15.	Whether any Civil Suit/ Litigation arisen in the contracts executed/ being executed during the last 5 years. If yes, please furnish the name of the project, organization, nature of work, contract value, work order, date and brief details of litigation.	
16.	Has the applicant or any constituent partner in case of partnership firm, ever been convicted? If Yes, Give details	
17.	Name and Communication details of firm representative in respect of the bid application	
18.	Address of the Office through which the proposed work will be handled and Name and Designation of the Office-In-Charge	

Signature of the Bidder and Seal

ANNEXURE – II

LOCAL CONTENT DECLARATION & UNDERTAKING

(Public Procurement - Preference to Make in India Order, 2017) (To be submitted on Bidder's Official Letterhead)

Date:

To,
The General Manager,
Department of General Administration,
International Financial Services Centres Authority,
Block-12B, Zone-1, Road-1A, GIFT SEZ,
GIFT City, Gandhinagar – 382 050

Subject: Declaration of Local Content for Procurement of Consultancy Services under Parts A, B and/or C of the Tender, as applicable

Dear Sir,

1. I / We hereby declare that I / We have read and fully understood the provisions of the **Public Procurement (Preference to Make in India) Order, 2017** (and its subsequent revisions issued by DPIIT)⁴ as mandated under **Rule 153(iii) of General Financial Rules (GFR) 2017**.
2. I / We certify that the consultancy services offered under this tender meet the applicable minimum local-content requirements under the PPP-MII Order, and our firm falls under the following supplier category (Please tick the appropriate box):
 - **Class-I Local Supplier** (Local Content equal to or greater than **50%**)
 - **Class-II Local Supplier** (Local Content equal to or greater than **20%** but less than **50%**)
3. The exact percentage of Local Content in the consultancy services offered by us is _____ % (insert percentage).
4. **Details of Location(s) at which Local Value Addition is Made:** The details of the location(s) in India where architectural/design, engineering, project coordination, site supervision and/or audit/quantity-verification services, as applicable to the Part(s) quoted, will be performed/value-added are as under:
 - **Office / Studio Address(es):** [Insert complete office address where architectural/design work will be executed]
 - **Description of Local Value Addition:** [e.g., In-house architectural design, structural/MEP design coordination, project management, site supervision by key experts]
5. **Calculation Methodology:** I / We confirm that the percentage of local content has been calculated using the prescribed formula:

$$\text{Local Content (\%)} = \frac{\text{Quoted Fee (excl. net domestic indirect taxes)} - \text{Value of Imported Content (incl. customs duties)}}{\text{Quoted Fee (excl. net domestic indirect taxes)}} \times 100$$

(Note: Cost of transportation, insurance, installation, and after-sales service support are excluded from local content calculation as per DPIIT guidelines).

Yours Faithfully,

Signature of the Bidder and Seal

ANNEXURE – III
UNDERTAKING REGARDING RULE 144(x) OF GFR
(To be given on company letterhead)

Date:

To,
The General Manager,
Department of General Administration,
International Financial Services Centres Authority,
Block-12B, Zone-1, Road-1A, GIFT SEZ,
GIFT City, Gandhinagar – 382 050

Dear Sir,

I/We have read the restrictions regarding procurement from a bidder of a country which shares a land border with India under Rule 144(x) of the General Financial Rules, 2017. I/We certify that this bidder is not from such a country or, if the bidder is from such a country, the bidder is validly registered with the Competent Authority. Where registration is required, evidence of valid registration is enclosed. I/We further certify that the bidder does not have a transfer-of-technology arrangement requiring registration under the said Order, or, where such registration is required, the requisite valid registration with the Competent Authority has been obtained and evidence is enclosed.

I/We undertake that the above declaration, all information and documents furnished in this regard are true, complete and correct and that the bidder shall remain compliant with the said restrictions throughout the procurement and Contract, as applicable.

If any declaration herein is found false/incorrect or the bidder is found ineligible under the applicable restrictions, IFSCA may reject the bid, terminate the Contract and take such action as is permissible under the Tender, and applicable law.

Yours Faithfully,

Signature of the Bidder and Seal

ANNEXURE – IV

UNDERTAKING REGARDING CODE OF INTEGRITY, CONFLICT OF INTEREST AND DEBARMENT STATUS

(To be given on company letterhead)

Date: _____

To,
The General Manager,
Department of General Administration,
International Financial Services Centres Authority,
Block-12B, Zone-1, Road-1A, GIFT SEZ,
GIFT City, Gandhinagar – 382 050

Subject: Declaration regarding Code of Integrity, Conflict of Interest and Debarment Status

Dear Sir,

I/We, the undersigned Bidder, hereby declare and undertake as under:

1. I/We shall comply with the Code of Integrity for Public Procurement and shall not engage in any corrupt, fraudulent, collusive, anti-competitive, coercive or obstructive practice during the bidding process or during execution of the Contract.
2. I/We declare that neither the Bidder nor its partners, directors, associates, affiliates, key personnel or consultants has any actual, potential or perceived conflict of interest in relation to this assignment.
3. I/We further confirm that no financial, business, professional or personal relationship exists which may impair our independence, objectivity or ability to act in the best interest of IFSCA while performing the services under this assignment.
4. I/We undertake to immediately disclose to IFSCA any actual, potential or perceived conflict of interest that may arise during the tender process or during execution of the Contract.
5. I/We declare that we have not been banned, blacklisted, debarred or declared ineligible by any Central Government Ministry/Department, State Government, Statutory Authority, Public Sector Undertaking or Autonomous Body as on the bid submission date.

Details, if any: Details of any such debarment/blacklisting during the last three years are provided below:

6. I/We further declare that we have not been involved in any violation of the Code of Integrity for Public Procurement and have disclosed all material information relating to any past integrity-related proceedings, if any.
7. I/We understand and acknowledge that any false declaration, misrepresentation, suppression of facts or failure to disclose relevant information may result in rejection of our Bid, termination of Contract, forfeiture of Performance Security, recovery of losses,

debarment from future procurements and such other action as may be deemed appropriate by IFSCA.

8. I/We certify that the information furnished herein is true, complete and correct to the best of our knowledge and belief.

Yours faithfully,

Signature of Authorized Signatory

Name: _____

Designation: _____

For and on behalf of: _____

Seal of the Bidder

ANNEXURE – V
CONSULTANCY AGREEMENT
(To Be Executed on ₹200 Non-Judicial Stamp Paper)

This Agreement is made on the _____ day of _____, **20** between **INTERNATIONAL FINANCIAL SERVICES CENTRES AUTHORITY (IFSCA)**, a statutory authority established under the International Financial Services Centres Authority Act, 2019 and having its head office at Block-12B, Zone-1, Road-1A, GIFT SEZ, GIFT City, Gandhinagar, Gujarat - 382050 (hereinafter referred to as the **"IFSCA"**) of the **First Part**;

AND

M/s. _____, a company/firm incorporated and existing under the applicable laws and having its registered office at _____ (hereinafter referred to as the **"Consultant"**) of the **Second Part**.

WHEREAS the IFSCA is desirous of engaging the Consultant for the Services awarded under the Letter of Award, comprising Architectural Consultancy Services for Interior Fit-out Works of the 16th, 19th and 20th Floors and miscellaneous works in the HQ Building, (collectively, the 'Assignment');

AND WHEREAS the IFSCA has accepted the bid/proposal submitted by the Consultant for carrying out the Services awarded for the Contract Value stated in the Letter of Award, exclusive of GST and subject to applicable SEZ/GST provisions, for the Contract Period specified therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. This Agreement, together with the documents referred to herein, constitutes the Contract between the IFSCA and the Consultant. Words and expressions used in this Agreement shall have the meanings assigned to them in the tender documents.
2. In consideration of the payments to be made by the IFSCA, the Consultant hereby undertakes to provide the consultancy services and perform the Assignment with due professional skill, care, diligence and efficiency in accordance with the provisions of the Contract and to satisfactorily discharge all obligations, duties and responsibilities

entrusted under the Assignment.

3. The IFSCA hereby agrees to pay the Consultant, in consideration of the satisfactory performance of the Services under the Assignment, the Contract Fee or such other sum as may become payable under the provisions of the Contract, at the times and in the manner prescribed therein.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - (i) Letter of Award (LoA);
 - (ii) Notice to Proceed (NTP), as applicable;
 - (iii) Consultant's Technical Proposal and Financial Proposal;
 - (iv) Tender Document comprising all sections, schedules, annexures, appendices, forms, amendments, addenda, corrigenda and clarifications issued thereunder;
 - (v) Performance Security equal to 5% of the Contract Value;
 - (vi) Professional Indemnity Insurance Policy and related undertakings, as applicable; and
 - (vii) Any other document expressly forming part of the Contract.
5. The documents listed above shall form an integral part of this Agreement and shall be read and construed as if incorporated herein.
6. Order of precedence: In the event of inconsistency among Contract Documents, mandatory General Conditions of Contract and applicable law shall prevail; thereafter, unless the Contract specifies otherwise, the order shall be: (i) this agreement; (ii) corrigenda/addenda and written clarifications issued before bid closing; (iii) Letter of Award and accepted bid-specific terms; (iii) the tender documents including Scope and Annexures; (iv) Notice to Proceed; and (v) the Consultant's Technical and Financial Proposal.
7. This Contract embodies the entire understanding between the Parties in relation to the Assignment and supersedes all prior discussions, correspondence, negotiations and understandings relating thereto.
8. This Contract shall not be amended or modified except with the prior written consent of the Parties hereto.
9. Time shall be of the essence of this Contract, and the Consultant shall perform the Services in accordance with the time schedules specified in the Contract Documents, subject to any extension of time granted by the IFSCA in accordance with the provisions of the Contract.

10. All disputes arising out of or in connection with this Agreement shall be deemed to have arisen at Gandhinagar, Gujarat, and the courts and tribunals having jurisdiction at Gandhinagar shall have exclusive jurisdiction in respect thereof.

IN WITNESS WHEREOF

The Parties hereto have caused this Agreement to be executed on the day, month and year first above written.

For and on behalf of the IFSCA

For and on behalf of the Consultant

INTERNATIONAL FINANCIAL SERVICES
CENTRES AUTHORITY

M/s.

Signature:

Signature:

Name:

Name:

Designation:

Designation:

Date:

Date:

Official Seal

Official Seal

Witnesses

Witness 1	Witness 2
Signature:	Signature:
Name:	Name:
Address:	Address:

ANNEXURE – VI

Bank Guarantee Format for Performance Security

(The Bank Guarantee shall be on a Stamp Paper of appropriate value in accordance with Stamp Act and shall be purchased in the name of the guarantee issuing Bank or the Party on whose behalf the BG is being issued.)

Ref Bank Guarantee No.....

Date.....

To,

The General Manager,

Department of General Administration,

International Financial Services Centres Authority,

Block-12B, Zone-1, Road-1A, GIFT SEZ,

GIFT City, Gandhinagar - 382050

Whereas M/s.....with its Registered/ Head Office at..... (name and address of the Consultant), hereinafter called “the Consultant”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) has undertaken, in pursuance of contract no date..... to deliver (description of Services) (hereinafter called “the contract”).

And Whereas you have stipulated in the said contract that the Consultant shall furnish Performance Security equal to five per cent (5%) of the Contract Value and the Consultant has to furnish such Performance Security by Bank Guarantee/e-Bank Guarantee; and whereas we with our Head Office at..... (name and address of the Bank, hereinafter referred to as the 'Bank') have agreed to issue this guarantee.

Now, Therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the Consultant, up to a total of(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Consultant to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein, notwithstanding any difference between you and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We hereby waive the necessity of your demanding the said amount from the Consultant

before presenting us with the demand.

The Bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee herein contained shall continue to be enforceable till you discharge this guarantee. This guarantee will not be discharged due to a change in the constitution of the Bank or the Consultant's.

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

This guarantee shall remain valid for at least sixty (60) days beyond the date of completion of all contractual obligations of the Consultant, including the applicable Defect Liability/warranty obligations, and in any event until the day of 20....., subject to extension where the Contract period/obligations are extended.

Where the Contract is extended so that the stated validity no longer provides the required sixty-day post-obligation cover, the Consultant shall arrange extension of this guarantee before expiry and furnish confirmation to IFSCA.

Our..... branch at.....*(Name & Address of the*(branch) is liable to pay the guaranteed amount and any part thereof under this Bank Guarantee only and only if you serve upon us at our*branch a written claim or demand and received by us at our* branch on or before Dt..... otherwise, the bank shall be discharged of all liabilities under this guarantee after that.

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

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

**Preferably at the authority's headquarters competent to sanction the expenditure for procurement of goods/services or at the concerned district headquarters or the state headquarters.*

ANNEXURE – VII
PROFORMA OF EMD CREDIT DETAILS

SN	Particulars	Details
		(Bank Account details for EMD payment)
1.	Name of the Account	International Financial Services Centres Authority
2.	Bank Name	Punjab National Bank
3.	IFSC Code	PUNB0930200
4.	Bank Account No.	9302005900000013
		(EMD details to be filled by bidders)
5.	Name of the depositor	_____
6.	Mode of Transfer – Online (NEFT/RTGS)	_____
7.	UTR No.	_____
8.	Transaction Date	_____
9.	Amount Deposited	_____

Note : MSE registered firms and DPIIT recognised Startup are exempted from payment of EMD. In case of award of work the MSE registered firms will have deposit 3% of quoted amount with Bank as Security Deposit within 7 days from issue of work order.

Attach Bank statement/UTR details showing amount debited from account, on or before last date of submission of bid.

Date:

Place:

Signature of the Bidder and Seal

ANNEXURE – VIII

PROFORMA OF FURNISHING THE PAYMENT DETAILS OF BIDDER

SN	Particulars	Details
1.	Name of the Bidder	
2.	Email ID	
3.	Contact No.	
4.	PAN Details (enclose copy of PAN)	
5.	GST Number (enclose copy of GST Registration Certificate)	
6.	Address of Principal Place of Business in the State as per GST Registration Certificate	
7.	Bank Account No.	
8.	Account Name	
9.	Type of Account	
10.	Name & Address of the Bank	
11.	IFSC Code (enclose copy of cancelled cheque)	

Date:

Place:

Signature of the Bidder and Seal

ANNEXURE – IX
No Claim Certificate
(On company letterhead)

To,
The General Manager,
Department of General Administration,
International Financial Services Centres Authority,
Block-12B, Zone-1, Road-1A, GIFT SEZ,
GIFT City, Gandhinagar – 382 050

Sub: Contract Agreement no. ----- dated -----for the **Architectural Consultancy Services for Interior Fit-out Works of 16th, 19th, & 20th floor and miscellaneous works related to the IFSCA Building, GIFT City, Gandhinagar**

We have received the sum of Rs. (Rupees _____ only) in full and final settlement of all the payments due to us for the deliverables under the scope of services under the above-mentioned contract agreement, between us and IFSCA. We, hereby unconditionally and without any reservation whatsoever, certify that with this payment, we shall have no claim whatsoever, of any description, on any account, against IFSCA, against aforesaid contract agreement executed by us. We further declare unequivocally, that with this payment, we have received all the amounts payable to us, and have no dispute of any description whatsoever, regarding the amounts worked out as payable to us and received by us, and that we shall continue to be bound by the terms and conditions of the contract agreement, as regards performance of the contract.

Yours faithfully,

Signatures of consultant or officer authorised to sign the contract documents.
on behalf of the contractor

(company stamp)

Date:

Place:

STATEMENT – I

List of completed Similar Assignments of office interior consultancy having carpet area of at least 28,000 sq. ft.

Sr. No.	Name and start date of the assignment including name of the building/office and location	Nature of work involved in the contract	Name of the owner and indicate whether it is a State Govt./Govt. of India undertaking or Pvt. body with full address and telephone numbers. ***	Completion Period		Carpet Area of the interior Works**
				Stipulated	Actual	
1	2	3	4	5	6	7

* Use separate /additional sheets as per the requirement

** Mention Similar Assignments of office interior fit-out consultancy having carpet area of at least 28,000 sq. ft., as defined in the Eligibility Criteria.

*** Attach client's certificates, Copy of work order, Work Completion Certificate, Scope of Services etc.

Signature of the applicant with full address and office seal

STATEMENT – II

List of important Similar Assignments ON HAND being executed by the Consultant (for workload/capacity disclosure)

Sr. No.	Name of the Work including name of the building and location	Nature of work involved in the contract	Name of the owner and indicate whether it is a State Govt./Govt. of India undertaking or Pvt. body with full address and telephone numbers. ***	Completion Period		Carpet Area of the interior Works**
				Stipulated date of completion	Expected date of completion	
1	2	3	4	5	6	7

* Use separate /additional sheets as per the requirement

** Where applicable, mention office interior fit-out consultancy assignments having carpet area of at least 28,000 sq. ft.

*** Attach client's certificates, Copy of work order etc.

Signature of the applicant with full address and office seal

PART-II

FINANCIAL BID (PRICE BID) FORM

To,
The General Manager,
Department of General Administration,
International Financial Services Centres Authority,
Block-12B, Zone-1, Road-1A, GIFT SEZ,
GIFT City, Gandhinagar – 382 050

Architectural Consultancy Services for Interior Fit-out Works of 16th, 19th, & 20th floor and miscellaneous works related to the IFSCA Building, GIFT City, Gandhinagar

1. We refer to your Notice Inviting Tender No. _____.
2. We have read and understood the requirement. We quote our Consultancy Fee as percentage of the approved estimated cost of projects, in the Price Bid format complete.
3. We understand that the cost of items/works directly procured/carried out by IFSCA shall be included in a Project Cost only where the relevant consultancy Services expressly cover such items/works and IFSCA has approved their inclusion for fee-calculation purposes; otherwise, they shall be excluded.

Yours Faithfully,

Signature of the Bidder and Seal

PRICE BID OF CONSULTANCY SERVICES

SN	Description of Services	Qty	Unit	Estimated Project Cost (₹) [1]	Quoted Professional Fee (in %) [2]	Consultancy Fee Amount (₹) [3 = 1x 2]
1.	Part A - Professional fee for Architectural Consultancy Services for Interior Fit-out Works of the 16th, 19th & 20th Floors as per Part A of the Tender, exclusive of GST.	1	Job	₹12,00,00,000 (Rupees Twelve Crore Only)		
2.	Part B - Professional fee for Providing Consultancy Services for Miscellaneous works as per description in tender document, exclusive of GST.	1	Job	₹1,50,00,000 (Rupees One Crore Fifty Lakh Only)		
Total Consultancy Fee Amount						

Note:

1. The price bid for Part A and Part B is on percentage rate basis. The bidder shall quote the Professional Fee percentage up to two decimal places.
2. Estimated Cost of the project is given for the purpose of arriving absolute figure in price bid. The Consultancy Fee Amount shall be derived by multiplying the quoted percentage with the respective Estimated Project Cost and shall be considered solely for financial evaluation and determination of L1. The actual consultancy fee payable shall be based on the actual value of works executed/completed in accordance with the Contract.
3. TDS on IT and GST will be deducted as applicable. Rate should be inclusive of all expenditure involved in providing services, taxes except GST, subject to applicable SEZ exemptions/zero-rating.