NOTICE INVITING
TENDER FOR

"Selection of Service Provider to Design, Development, Implementation of Website and Mobile Application Suite for Bharat Vandana Park including 3 Years Operations & Maintenance".

Ref: ITI/2026-27/Def-Mktg/WMA-Suite.

ITI LIMITED

(A Govt. of India Enterprise)
Defence-Marketing
ITI Limited,First Floor, Core 6,
Scope Complex, Lodi Road, New Delhi-110003
website: https://www.itiltd.in/
Email: skumar_bcdel@itiltd.co.in
CIN No: L32202KA1950GOI000640

1. Introduction.

ITI Limited, a Public Sector Undertaking under the Department of Telecommunications, Ministry of Communications, is a leading Telecom equipment manufacturer and solution provider in India. The major customers are BSNL, BBNL, MTNL, Defense, Paramilitary forces, Railways, Banks, Central & State Govt. departments, Institutions and research organizations like ISRO.

ITI Limited has been undertaking various projects in all fields of telecommunications and information technology and also continuously deploying new technologies in the field of Telecom, ICT, Networking, e-Governance etc. ITI has diversified its operation and has been executing projects in the field of Smart Infrastructure (Smart Cities, Safe Cities, Smart Energy Meters, Smart Classrooms, Smart Poles etc), Bharatnet etc. ITI has been executing projects in latest technologies like GPON, OLT, ONT, OFC, HDPE etc.

ITI Limited would like to address the Tender/Bid for **"Selection of Service Provider to Design, Development, Implementation of Website and Mobile Application Suite for Bharat Vandana Park including 3 Years Operations & Maintenance".** In this connection ITI Limited, invites sealed tender from eligible bidders for addressing the above tender opportunity and implementing the project as per their scope of work finalized with ITI.

2. Important Dates.

Date of tender Upload	29-09-2026
Due Date for tender Submission	**01-10-2026 up to 03:00 PM**
Estimated Cost (Approx.)	**Rs. 3,86,00,000/- (incl. 18% GST)**
Technical Specification	**As per mentioned in the Bid/Tender Document No.-** NBCC/SBG Delhi II/BVP/2026/116, Dated: 19.09.2026
Pre Empanelment Queries/Pre Bid meeting	No
ITI Contact Person	**Mr. Sandeep Kumar,** **DGM-Projects** **Ph.:011-24368533,24360555** **Email:-**skumar_bcdel@itiltd.co.in **https://www.itiltd.in** **Helpdesk:** **Mr.Faiz Ahmad Khan,** **AM-Projects** **e-mail: faizahmad_nsu@itiltd.co.in**
Tender Fee	Rs. 5,000/-+ Rs. 900/- = Rs. 5,900/-(Non-Refundable)
Earnest Money Deposit (EMD)	**Rs. 3,86,000 /- (Rupees Three Lakh Eighty Six Thousand Only).**
Period of Completion	6 Months for Implementation and 3 Years for O&M.
PBG/Security Deposit/e-PBG	5%

Duration of e-PBG required (Months)	Validity of Bank Guarantee against EMD required Shall be minimum up to 180 days.
All other additional terms and Conditions	**As mentioned in the Bid/Tender document.**
The Bank Details of ITI Limited for NEFT/RTGS/Net Banking :	The Bank Details of ITI Limited for NEFT/RTGS/Net Banking is as below: Online RTGS/ NEFT Bank: State Bank Of India, Industrial Finance Branch, Residency Road, Bangalore-560025 MICR: 560002059 IFSC: SBIN0009077 A/C No.: 10637729843 EMD may also accepted in the form of BG
Mode of submission	Thru ITI e-tender portal https://itilimited.ewizard.in/.

3. Tender Scope of work & Technical compliance:-

As per Tender/Bid document Number: NBCC/SBG Delhi II/BVP/2026/116 ,Dated: 19.09.2026 ITI inviting Tender/Bid for **"Selection of Service Provider to Design, Development, Implementation of Website and Mobile Application Suite for Bharat Vandana Park including 3 Years Operations & Maintenance".**

The scope of work shall be carried out strictly in accordance with the Scope of Work, technical specifications, eligibility conditions, functional requirements, deliverables, service levels, and other terms & conditions specified in the Customer/Tender Document and its subsequent corrigenda/clarifications, if any.

The selected service provider shall ensure complete compliance with all the technical and functional requirements stipulated in the customer tender. All proposed solutions, technologies, platforms, applications, infrastructure, security features, integrations, documentation, implementation activities, testing, commissioning, training and three (03) years of Operations & Maintenance support shall conform to the requirements specified in the customer tender document.

Accordingly, the prospective bidder/service provider is required to examine the complete customer tender document and submit its technical proposal strictly in accordance with the prescribed requirements. Any deviation, exception, exclusion or non-compliance with the customer specifications shall be clearly identified and brought to the notice of ITI Limited prior to submission of the bid.

Note: All the technical specifications must compliance as per customer bid/Tender document.

4. Instruction to Bidders

The bidders are required to submit soft copies of their bid electronically on the e-Wizard Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the e-Wizard Portal, prepare their bids in accordance with the requirements and submit their bids online on the e-Wizard Portal. For more information, bidders may visit the Portal (https://itilimited.ewizard.in/.).

a. REGISTRATION PROCESS ON ONLINE PORTAL:
Bidders to enroll on the e-Procurement module of the portal https://itilimited.ewizard.in/ by clicking on the link "Bidder Enrolment".

Digitally signed by DEEPAK KUMAR SONI
Date: 2026.09.29 18:59:17 IST

a) The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. This would be used for any communication from the e-Wizard Portal.
b) Bidders to register upon enrolment, with their valid Digital Signature Certificate (Class III Certificates with signing and Encryption key) issued by any Certifying Authority recognized by CCA India with their profile.
c) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
d) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
e) After registration send mail to Helpdesk: helpdeskeuniwizarde@gmail.com for Account activation.
f) As per portal norms Registration Fee will be applicable.

b. TENDER DOCUMENTS SEARCH:

a) Various built-in options are available in the e-Wizard Portal like Department name, Tender category, estimated value, Date, other keywords, etc. to search for a tender published on the Online Portal.
b) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'Interested tenders' folder.
c) The bidder should make a note of the unique Tender No assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

5. BID PREPARATION:

a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
c) Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that needs to be submitted. Any deviations from these may lead to rejection of the bid.
d) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLSX/PNG, etc. formats.

5(i)	Eligibility Criteria of Applicants	
	a	Company Profile: The Bidder shall be a Company incorporated /registered in India under Companies Act 1956/2013/ proprietorship/ partnership firm/ Limited Liability Partnership (LLP) and should be in operations continuously for at least 5 years as on the last date of submission of bid. 1) In case the bidder has executed any work/project with/for ITI in the last 5years, it is essential that a satisfactory certificate signed by at least DGM level/or above officer from ITI to be submitted for such project. 2) In case CMC followed by project execution, the CMC charges quoted by bidder are optional and ITI reserves the right to either award CMC to the bidder or float a separate tender at the end of project completion which will be abide by bidder. 3) Any financial liability (like contract processing fee, Agreement Stamp fee, Portal fee, BG making fee etc.) on ITI for this project will be borne by Bidder.

	b	a) The Average annual Audited financial turnover (after enhancement) for last 3 years shall be at least 40% of the estimated cost i.e, ₹ 1.55 Cr. b) Net Worth of the bidding entity during each of the last three years should be in positive. c) The Bidder shall submit copy of Audited statements/CA certificate for last three years should be submitted along with technical proposal.
	c	**"Selection of Service Provider to Design, Development, Implementation of Website and Mobile Application Suite for Bharat Vandana Park including 3 Years Operations & Maintenance".** For more details refer to scope of work as per BID/Tender Documents.
	d	The bidder should not have been blacklisted or debarred by any Pvt Ltd/State / Central Government or their agencies or Public Sector Undertakings (PSUs) as on bid submission date (during last three (3) years) for corrupt practice, fraudulent practice, coercive practice, undesirable practice, breach of contract or Restrictive practice or any other unethical business practices or for any other reason. **Note:** The Bidder shall furnish an undertaking signed by Authorized signatory of the Company to be provided on Non – judicial stamp paper of INR 100/- or such equivalent amount and document duly attested by notary Public As per **Form AA.2**
	e	All the applicable annexures and documents is as per customer BID/Tender document.
	f	The supply item/OEM must be as per manufacturer certifications mentioned in BID/tender document.. The technical specification of all the supplied items/Software's/equipment's as per the Operational characteristics and features as mentioned in bid/tender document. All the above solution & technical specifications must be complied with the original Bid/Tender document.
	g	Undertaking for willingness to work with ITI as per customer tender etc. terms and conditions.
	h	**EMD (Back to Back Basis):** 3,86,000 /- (Rupees Three Lakh Eighty Six Thousand Only).
	i	Undertaking expressing willingness to sign agreement with ITI.
	j	Bidder shall provide valid OEM Authorization Certificate for all the products quoted as well as certify that the proposed product is not declared end of sale. OEM documents and all applicable annexures/appendix shall be provided as per required by customer Bid/Tender document.
	k	Consortium is not allowed. Bid splitting not applied. No part bidding allowed.
	l	ITI reserve the right to reject /cancel the bid at any time without assigning any reason.
	m	The Bidder should have experience of having successfully completed Similar Works during the last seven (7) years ending on the initial stipulated last date of submission of bids, satisfying any one of the following:- i. Three Similar Works, each costing not less than 40% of the Estimated Cost Put to Tender (ECPT);. OR ii. Two Similar Works, each costing not less than 50% of the ECPT; OR iii. One Similar Work costing not less than 80% of the ECPT. **Similar Work:-** Similar works shall mean "Design, Development, Implementation and Operations & Maintenance of large-scale e-Governance, Unified Mobile App. / Web Portal /Operations & Maintenance (O&M) Platform/ IT based Events, Culture & Community Management / IT Registry System".

Digitally signed by DEEPAK KUMAR SONI
Date: 2026.09.29 18:59:17 IST

	n	Our company reserves the right that if any product, service or equipment is being manufactured in ITI limited, its supply and service must be provided to us by the vendor.	
	o	**Warranty:-**Warranty period of the supplied products shall be 3 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.	
	p	**Generic:-**Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 7 years residual market life i.e. the offered product shall not be declared end-of life by the OEM before this period.	
	q	**Average Annual Turnover:-** The Average annual Audited financial turnover (after enhancement) for last 3 years shall be at least 40% of the estimated cost i.e, ₹ 1.55 Cr.	
5(ii)		General : Provide Compliance for the following	YES/NO
	a	All activities like Proof of concept on "No Cost No Commitment" (NCNC) basis wherever applicable will be the responsibility of bidders	
	b	Bidder should be willing to impart required training during undertaking services & execution of project (if applicable)	
	c	Bidder should be willing to sign an exclusive agreement with ITI for smooth execution of the project and all commercial terms will be as per the customer Tender/PO on back-to-back basis.	
	d	PBG will be taken from back-end partner, once ITI will be declared L1. Performance Bank Guarantee (PBG) required for the bid will be borne by the selected bidder.	
	e	LD Clause: LD shall be as per ITI Clauses (@ 0.5% of order value per week or part thereof subject to a maximum of 10% of the undelivered portion/ the order value (if the item(s) cannot be used unless full supply is made) or to cancel the order and purchase the materials from alternative source at the risk and cost of the supplier) OR as per the customer PO/tender clause whichever is higher.	
	f	Payment Terms: a) Payment terms will be as per back to back basis. b) Payment to the vendor shall be done after deduction of all i. LD/recoveries imposed by customer (if any) ii. ITI's margin	
	g	The bidder shall give an undertaking for the following: a. To extend end to end support of partnership b. To support ITI and bid in this tender with ITI as lead bidder c. To support ITI for preparation of the tender, post bid clarifications, technical presentations and any other requirements as per tender.	
	h	Delivery Schedule: Delivery Schedule as per the customer Bid/Tender/ PO on back-to-back basis.(if applicable)	
	i	Consignee Details: As per bid and if any changes will be provided after the	

Digitally signed by DEEPAK KUMAR SONI
Date: 2026.09.29 18:59:17 IST

		award of the work	
	j	Bidder will be responsible for any shortcoming in the BOM and the same should be rectified free of cost	
	k	Bidder should not be insolvent (Self Declaration).	
	l	ITI reserve the right to reject or cancel the bid at any time without assigning any reason.	
5(iii)		Checklist of documents/information to be submitted: (These documents shall be used for evaluating technical parameters for bidder qualification.)	
	a	Company Profile	
	b	Certificate of Incorporation a per clause 5(i)(a)	
	c	Memorandum & Articles of Association	
	d	Audited financial statements for the last 3 years (FY 2022-23, 2023-24 & 2024-25)	
	e	GST Registration Certificate	
	f	Copy of PAN Card	
	g	CIN (Corporate Identity Number), if applicable	
	h	Any other relevant registration documents on registration with other appropriate authorities (ESI, EPFO, etc.)	
	i	Authorization letter in the company letterhead authorizing the person signing the bid for this tender and Power of Attorney (POA).	
	j	Undertaking in letter head to indemnify ITI from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc.	
	k	Undertakings in Company letter head as per Annexure I.	
	l	Bidders Details as per Annexure II.	
	m	Clause by clause compliance of tender terms with references to supporting documents as per Annexure III.	
	n	Pre-Contract Integrity Pact as per Annexure-V a) "Bidders participating in the tender have to agree to sign Integrity Pact on placement of order / contract" b) "Those bidders who are not willing to sign Integrity Pact will not be considered for bid opening"	
	o	The bidder should give an undertaking on the company's letterhead that all the documents/certificates/information submitted by them against this tender are genuine.	
	p	Bidder shall submit technical data sheet by highlighting each complied specification. Wherever technical specifications and operational/functional requirements not mentioned in datasheet, OEM compliance shall be submitted.	
	q	Work order / Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order; and Completion / Commission Certificate issued & signed by the competent authority of the client entity on the entity's Letterhead.	

Digitally signed by DEEPAK KUMAR SONI
Date: 2026.09.29 18:59:17 IST

	r	Complete tender and customer tender document duly signed and stamped on each page by the bidder be uploaded.
	s	Conditional bids will not be entertained and summarily rejected. Only online bids on https://itilimited.euniwizarde.inportal will be accepted and no physical bids will be accepted.
	t	**The Bidder should possess any four (4) of the below certifications which are valid at the time of bidding:-** i. ISO 9001:2015 for Quality Management System ii. ISO 14001:2015 for Environmental Management System iii. ISO/IEC 20000-1:2018 for IT Service Management iv. ISO 27001:2013/ ISO 27001:2022 for Information Security Management System v. CMMi Level 3 or above for Capability Maturity Model Integration
	u	The Bidder shall have a project office in Delhi/ NCR or shall furnish an undertaking to establish an office in Delhi/ NCR within thirty (30) days of signing the Contract. The office shall be maintained during the entire duration of the contract. **Note:** Undertaking from authorized signatory to open office in Delhi/ NCR within thirty (30) days) days from Agreement signing date.
5(iv)		Financial Bid:
		L1 Evaluation Method: A- Lump sum Quote for supply and service items as per Schedule of Requirements (SoR) and Scope of Work (SoW) in INR (without Taxes) B- Margin to ITI as a percentage of A C - Absolute value of Margin = A*B D- Overall Quoted price=A-C • Duringevaluationbidderswithleast"D"willbeconsideredasL1. • The bid having higher value of "B" will be selected in case of tied D. • If the bidder is selected, during the final tender submission, the price to be quoted shall not be more than price "A" and the margin offered to ITI shall not be less than "B" SoR & SoW Was as per Tender document and all clarifications & Amendments/Corrigendum

6. BID SUBMISSION:

a) Bidder to log into the site well in advance for bid submission so that he/she uploads the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
b) The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
c) Bidders to note that they should necessarily submit their financial bids in the prescribed format given by department and no other format is acceptable.
d) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, the opening of bids, etc. The bidders should follow this time during bid submission.
e) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
f) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
g) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
h) The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.

i) As per portal norms Tender Processing Fee will be applicable.

7. AMENDMENT OF BID DOCUMENT:

At any time prior to the deadline for submission of proposals, the department reserve the right to add/modify/delete any portion of this document by the issuance of a Corrigendum, which would be published on the website and will also be made available to the all the Bidder who has been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

8. ASSISTANCE TO BIDDERS:

a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
b) Any queries relating to the process of online bid submission or queries relating to e- Wizard Portal, in general, may be directed to the 24x7 e-Wizard Helpdesk. The contact number for the helpdesk is 8448288994/86/87/89/88/81/90/92/82 011-49606060, 07903269552, 9355030608, 9055030613, 7903810198, 9355030606, 9315620706, 9355030623, 9355030628, 8800526452, 9205898228, 9122643040, 9355030604, eprochelpdesk.01@gmail.com, eprochelpdesk.44@gmail.com, eprochelpdesk.06@gmail.com.
c) The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s).
d) The bid should be submitted through e-Wizard portal (https://itilimited.ewizard.in/) only.
e) All payments should be done through e-Wizard Payment gateway.

09. Special Conditions of tender:

a. No advance will be paid to the bidder, even though ITI is eligible to get advance from the customer being a front end bidder.
b. The selected bidder, who has partnered with ITI for a particular tender/ project shall not partner with any other lead bidder for the same tender/project
c. If the bidder is selected, during the final tender submission, the margin offered to ITI shall not be less than the quoted price.

10. Special Conditions of TENDER:

a. No advance will be paid to the bidder, even though ITI is eligible to get advance from the customer being a front end bidder.
b. The selected bidder, who has partnered with ITI for a particular tender/ project shall not partner with any other lead bidder for the same tender/project
c. If the bidder is selected, during the final tender submission, the margin offered to ITI shall not be less than the quoted price.
d. The estimated project amount stated in this document is provisional and subject to revision during the actual bidding process. Consequently, the bidder's quoted amount may also fluctuate (increase or decrease).
e. The work order for the actual RFP will be awarded based on the ratio of the bidder's quoted amount to the revised estimated project value, as compared to the initial estimated value stated in this document."
f. The requisite final solution to all the supplied equipments/Services must be end to end support till final solution as per RFP clause.

11. Other Terms and conditions:

Confidentiality

a) All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of the Procuring Entity to the contractor, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract are confidential.
b) If advised by the Procuring Entity, all copies of such information in original shall be returned on completion of the contractor's performance and obligations under this contract.

12. Transparency

All procuring authorities are responsible and accountable to ensure transparency, fairness, equality, competition and appeal rights. This involves simultaneous, symmetric and unrestricted dissemination of information to all likely bidders, sufficient for them to know and understand the availability of bidding opportunities and actual means, processes and time limits prescribed for completion of registration of bidders, bidding, evaluation, grievance redressal, award and management of contracts.
It implies that such officers must ensure that there is consistency, predictability, clarity, openness, equal opportunities in processes.

13. Fall Clause:

Fall clause is a price safety mechanism in rate contracts. The fall clause provides that if the rate contract holder reduces its price or sells or even offers to sell the rate contracted goods or services following conditions of sale similar to those of the rate contract, at a price lower than the rate contract price, to any person or organization during the currency of the rate contract, the rate contract price will be automatically reduced with effect from that date for all the subsequent supplies under the rate contract and the rate contract amended accordingly.

The provisions of fall clause will however not apply to the following:

i. Export/Deemed Export by the supplier;
ii. Sale of goods or services as original equipment prices lower than the price charged for normal replacement;
iii. Sale of goods such as drugs, which have expiry date;
iv. Sale of goods or services at lower price on or after the date of completion of sale/placement of order of goods or services by the authority concerned, under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Government Departments including new undertakings (excluding joint sector companies and or private parties) and bodies.

14. Price Variation

A suitable price variation formula should also be provided in the tender documents, to calculate the price variation between the base level and scheduled delivery date.

15. Risk Purchase

If the empanelled partner fails to adhere to the quality norms, delivery schedules and other terms and conditions contained in this Tender after acceptance of purchase order and if no agreement is reached on the revised delivery schedule maximum up to 15 Business Days, then buyer shall have the liberty to procure the material from an alternate source at the Empanelled partner's risk and cost, and the Empanelled partner shall be liable to make good the loss incurred by Buyer in this process.

16. Indemnity:

Digitally signed by DEEPAK KUMAR SONI
Date: 2026.09.29 18:59:17 IST

The empanelled partner to indemnify ITI from any claims / penalties / statuary charges, liquidated damages, with legal expenses etc as charged by the customer. LD/ Penalties incurred on account of delay in supply, product failure during warranty if any and deficiency in Warranty and AMC services attributable to the partner shall be borne by the partner All terms and conditions of the customer tender/PO will be applicable to the empanelled partner on back to back bass without affecting the margin of ITI.

17. Arbitration:
Any dispute arising out of this TENDER shall be settled and resolved by any such Authorized person appointed by Chairman and Managing Director of ITI Limited.

18. Set Off:
Any Sum of money due and payable to the supplier under this contract may be appropriated by the purchaser or any other person contracting through the ITI and set off the same against any claim of the purchaser for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the purchaser.

19. The interested partner may like to discuss the customer tender related information, TENDER Bidding Conditions, Bidding Process and clarifications, if any with the Deputy General Manager-Marketing

20. Intellectual Property Rights:

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

21. Language of offers:
The offers prepared by the Company and all the correspondences and documents relating to the offers exchanged by the companies shall be written in English language.

22. In the event that ITI is required to provide demonstration or working of the product to their buyers, the same shall be arranged by the bidder selected partner/OEM at latter’s cost and expenditure.

23. Cost of TENDER:

The bidder shall bear all costs associated with the preparation and submission of his offer against this TENDER, including cost of presentation for the purposes of clarification of the offer, if so desired by ITI. ITI will, in no case be responsible or liable for those costs, regardless of the conduct or outcome of the TENDER process.

24. **Purchaser's Right to accept any bid and to reject any or All Bids or to cancel the TENDER:**
ITI Limited reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser’s action.

25. Amendment of TENDER:
At any time prior to the last date for receipt of offers, ITI, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the TENDER document by an amendment. In order to provide prospective bidder reasonable time in which to take the amendment into account in preparing their offers, ITI

Digitally signed by DEEPAK KUMAR SONI
Date: 2026.09.29 18:59:17 IST

may, at their discretion, extend the last date for the receipt of offers and/or make other changes in the requirements set out in the Invitation for TENDER.

26. Disclaimer:
ITI and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of ITI and/or any of its officers, employees.

27. Accessibility of TENDER Document:
Complete Tender document with terms and conditions is provided in the following websites

(i) http://www.itiltd.in
(ii) https://itilimited.euniwizarde.in
(iii) http://eprocure.gov.in

Digitally signed by DEEPAK KUMAR SONI
Date: 2026.09.29 18:59:17 IST

Annexure-I

Undertakings (To be in Bidder's Letter Head)

M/s.......................... do here by undertake the following

1. Are not blacklisted by Central Govt./ any State or UP Govt/ PSU/ organized sector in India
2. To work with ITI as per this TENDER and Customer Tender terms and conditions. Also, we agree to implement the project (scope of work as per Tender terms and conditions including investment) covering Warranty& post-warranty services, maintenance etc, in the event of ITI winning the contract on back-to-back basis.
3. To submit Security Deposit of 5% per transaction to customer/ITI (as decided by ITI),
4. that we will be equipped with the required manpower with qualifications, certifications and experience as mentioned in the customer tender.
5. to get required certificate& support (warranty & post-warranty/maintenance) in the name of ITI from the OEM as per customer tender requirement.
6. To obtain relevant statutory licenses for operational activities.
7. to sign MoU/Teaming Agreement, Integrity Pact with ITI for addressing the customer tender as per customer's tender terms and conditions.
8. to indemnify ITI from any claims / penalties/ statuary charges, liquidated damages, with legal expenses etc as charged by the customer.
9. to support the offered equipment for a minimum period of 10 years including warranty and AMC or as per customer tender conditions.
10. To supply equipment/components which conform to the latest year of manufacture.
11. The bidder should give certificate stating that all the hardware/ software supplied under the contract shall not contain any embedded malicious codes that could inhibit the desired functions of the equipment or cause the network to malfunction in any manner.

Digitally signed by DEEPAK KUMAR SONI
Date: 2026.09.29 18:59:17 IST

Annexure-II

<u>Bidders Profile</u>

1.	Name and address of the company			
2.	Contact Details of the Bidder (Contact person name with designation, Telephone Number, FAX, E- mail and Web site)			
3.	Area of the business			
4.	Annual Turnover for financial years (Rs in Cr)	2022-23	2023-24	2024-25
5.	IT Turnover for 3 financial years (Rs in Cr)	2022-23	2023-24	2024-25
6.	Positive Net Worth as on 31.03.2025			
7.	Date of Incorporation,			
8.	GST Registration number			
9.	PAN Number			
10.	CIN Number, if applicable			
11.	Number of manpower in company's rolls			
12	Work Experience details: **Annexure IV**			
13.	The Bidder should possess any four (4) of the below certifications which are valid at the time of bidding:- i. ISO 9001:2015 for Quality Management System ii. ISO 14001:2015 for Environmental Management System iii. ISO/IEC 20000-1:2018 for IT Service Management iv. ISO 27001:2013/ ISO 27001:2022 for Information Security Management System v. CMMi Level 3 or above for Capability Maturity Model Integration			

Digitally signed by DEEPAK KUMAR SONI
Date: 2026.09.29 18:59:17 IST

Annexure-III

Compliance Statement

Sl. No.	Clause No.	Clause	Compliance (Complied/Not Complied)	Remarks with Documentary Reference

Digitally signed by DEEPAK KUMAR SONI
Date: 2026.09.29 18:59:17 IST

Annexure- IV

Project Experience

Sl. No.	**Name of project**	**Value**	**Name of customer**	**Attached Documentary Proof**

Digitally signed by DEEPAK KUMAR SONI
Date: 2026.09.29 18:59:17 IST

Annexure - V

INTEGRITY PACT

TENDER No.

THIS Integrity Pact is made on…………………day of .... 2025.

BETWEEN:

ITI Limited having its Registered & Corporate Office at ITI Bhavan, Dooravaninagar, Bangalore – 560 016 and established under the Ministry of Communications, Government of India (hereinafter called the Principal), which term shall unless excluded by or isrepugnant to the context, be deemed to include its Chairman & Managing Director, Directors, Officers or any of them specified by the Chairman & Managing Director in this behalf and shall also include its successors and assigns) ON THE ONE PART

AND:
……………………………………………….. represented by
Chief Executive Officer (hereinafter called the Contractor(s), which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the contractor ON THE SECOND PART.

Preamble:

WHEREAS the Principal intends to award, under laid down organizational procedures, contract for ………………………………………………. of ITI Limited. The Principal, values full compliance with all relevant laws of the land, regulations, economic use of resources and of fairness/ transparency in its relations with its Contractor(s).

In order to achieve these goals, the Principal has appointed an Independent External Monitor (IEM), who will **monitor** the tender process and the execution of the contract for compliance with the principles as mentioned herein this agreement.

WHEREAS, to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact the terms and conditions of which shall also be read as integral part and parcel of the Tender Documents and contract between the parties.

NOW THEREFORE, IN CONSIDERATION OF MUTUAL COVENANTS STIPULATED IN THIS PACT THE PARTIES HEREBY AGREE AS FOLLOWS AND THIS PACT WITHNESSETH AS UNDER:

SECTION 1 – COMMITMENTS OF THE PRINCIPAL

The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

a. No employee of the Principal, personally or through family members, will in connection with the TENDER for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.

b. The Principal will, during the TENDER process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the TENDER process, provide to all bidder(s) the same information and will not provide to any bidder(s) confidential/ additional information through

Digitally signed by DEEPAK KUMAR SONI
Date: 2026.09.29 18:59:17 IST

which the bidder(s) could obtain an advantage in relation to the TENDER process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons. If the principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC Actor if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its internal laid down Rules/ Regulations.

SECTION 2 – COMMITMENTS OF THE BIDDER / CONTRACTOR

2.1 The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself observe the following principles during the participation in the TENDER process and during the execution of the contract.

a. The bidder(s)/contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the TENDER process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever (during the TENDER process or during the execution of the contract.

b. The bidder(s)/contractor(s) will not enter with other bidders/ contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The bidder(s)/contractor(s) will not commit any offence under IPC/PC Act, further the bidder(s)/contractor(s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign original shall disclose the name and address of the Agents /representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

e. The Bidder(s) f Contractor(s) will, when presenting the bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. The Bidder(s)/Contractor(s) will not bring any outside influence and Govt bodies directly or indirectly on the bidding process in furtherance to his bid.

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

Digitally signed by DEEPAK KUMAR SONI
Date: 2026.09.29 18:59:17 IST

SECTION 3 – DISQUALIFICATION FROM TENDER PROCESS & EXCLUSION FROM FUTURE CONTRACTS

If the Bidder(s)/Contractor(s), during TENDER process or before the award of the contract or during execution has committed a transgression in violation of Section 2, above or in any other form such as to put his reliability or credibility in question the Principal is entitled to disqualify Bidder(s)/Contractor(s) from the TENDER process.

If the Bidder(s)/Contractor(s), has committed a transgression through a violation of Section 2 of the above, such as to put his reliability or credibility into question, the Principal shall be entitled exclude including blacklisting for future TENDER/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case, particularly taking into account the number of transgression, the position of the transgressor within the company hierarchy of the Bidder(s)/Contractor(s) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.

The Bidder(s)/Contractor(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack if any hearing before the decision to resort to such exclusion is taken. The undertaking is given freely and after obtaining independent legal advice.

A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that based on facts available there are no material doubts.

The decision of the Principal to the effect that breach of the provisions of this Integrity Pact has been committed by the Bidder@)/ Contractor(s) shall be final and binding on the Bidder(sj/ Contractor(s), however the Bidder(s)/Contractor(8) can approach IEM(s) appointed for the purpose of this Pact.

On occurrence of any sanctions/ disqualifications etc arising out from violation of integrity pact Bidder(s)/ Contractor(s) shall not entitled for any compensation on this account.

Subject to full satisfaction of the Principal, the exclusion of the Bidder(s)/Contractor(s) could be revoked by the Principal if the Bidder ($)/ Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption preventative system in his organization.

SECTION 4 – PREVIOUS TRANSGRESSION

4.1 The Bidder(s)/ Contractor(s) declares that no previous transgression occurred in the last 3 years immediately before signing of this Integrity Pact with any other company in any country conforming to the anti-corruption/ transparency International (TI) approach or with any other Public Sector Enterprises/ Undertaking in India of any Government Department in India that could justify his exclusion from the TENDER process.

4.2 If the Bidder(s)/ Contractor(s) makes incorrect statement on this subject, he can be disqualified from the TENDER process or action for his exclusion can be taken as mentioned under Section-3 of the above for transgressions of Section-2 of the above and shall be liable for compensation for damages as per Section- 5 of this Pact.

Digitally signed by DEEPAK KUMAR SONI
Date: 2026.09.29 18:59:17 IST

SECTION 5 – COMPENSATION FOR DAMAGE

5.1 If the Principal has disqualified the Bidder(s)/Contractor(s) from the TENDER process prior to the award according to Section 3 the Principal is entitled to forfeit the Earnest Money Deposit/Bid Security/ or demand and recover the damages equitant to Earnest Money Deposit/Bid Security apart from any other legal that may have accrued to the Principal.

5.2 In addition to 5.1 above the Principal shall be entitled to take recourse to the relevant provision of the contract related to termination of Contract due to Contractor default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor or demand and recover liquidate and all damages as per the provisions of the contract agreement against termination.

SECTION 6 – EQUAL TREATEMENT OF ALL BIDDERS/CONTRACTORS

6.1 The Principal will enter into Integrity Pact on all identical terms with all bidders and contractors for identical cases.

6.2 The Bidder(s)/Contractor(s) undertakes to get this Pact signed by its subcontractor(s)/sub-empanelled partner(s)/ associate(s), if spy, and to submit the same to the Principal along with the TENDER document/contract before signing the contract. The Bidder(s)/Contractor(s) shall be responsible for any violation(s) of the provisions laid down in the Integrity Pact Agreement by any of its subcontractors/ sub-empanelled partners / associates.

6.3 The Principal will disqualify from the TENDER process all bidders who do not sign this Integrity Pact or violate its provisions.

SECTION 7 – CRIMINAL CHARGES AGAINST VIOLATIG BIDDER(S)/CONTRACTORS

7.1 If the Principal receives any information of conduct of a Bidder(s)/Contractor(s) or sub-contractor/ sub-empanelled partner/associates of the Bidder(s)/Contractor(s) which constitutes corruption or if the principal has substantive suspicion in this regard, the principal will inform the same to the Chief Vigilance Officer of the Principal for appropriate action.

SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

8.1 The Principal appoints competent and credible Independent External Monitor(s) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extend the parties comply with the obligations under this pact.

Digitally signed by DEEPAK KUMAR SONI
Date: 2026.09.29 18:59:17 IST

Details of IEM appointed by ITI are as under:s

Name: ShriAtul Jindal IFS (Retd.),
Independent External Monitor (IEM)
Address- 3/10 VisheshKhand Opp. Little Friend School Gomti Nagar,
Lucknow-226010(UP)
E-mail:` atulindia1947@gmail.com

IEM – II
Shri Benny John, IRS (Retd.),
Villa No. 36, Kent Plam Villas,
Fort Valley Township, Athani,
Kakkanad, Ernakulam,
Kerala – 682 030

8.2 The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.

8.3 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents Bidder(s)/Contractor(s) with confidentiality.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Bidder(s)/Contractor(s). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.

8.5 The Monitor will submit a written report to the Chairman & Managing Director of the Principal within ………….. to ………..Weeks from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.

8.6 If the Monitor has reported to the Chairman & Managing Director of the Principal a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director of the principal has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

8.7 The word 'Monitor' would include both singular and plural.

SECTION 9 - FACILITATION OF INVESTIGATION

9.1 In case of any allegation of violation of any provisions of this Pact or payment of commission, the

Principal or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder(s)/Contractor(s) and the Bidder(s)/Contractor(s) shall provide necessary information and documents in English and shall extend all help to the Principal for the purpose of verification of the documents.

SECTION 10 - LAW AND JURISDICTION

1.1 The Pact is subject to the Law as applicable in Indian Territory. The place of performance and jurisdiction shall the seat of the Principal.

1.2 The actions stipulated in this Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.

SECTION 11 – PACT DURATION

This Pact begins when both the parties have legally signed it. It expires after 1 year on completion of the warranty/ guarantee period of the project /work awarded, to the fullest satisfaction of the Principal.

If the Bidder(s)/Contractor(s) is unsuccessful, the Pact will automatically become invalid after three months on evidence of failure on the part of the Bidder(s)/Contractor(s).

If any claim is lodged/made during the validity of the Pact, the same shall be binding and continue to be valid despite the lapse of the Pact unless it is discharged/determined by the Chairman and Managing Director of the Principal.

SECTION 12 - OTHER PROVISIONS

12.1 This pact is subject to Indian Law, place of performance and jurisdiction is the Registered & Corporate office of the Principal at Bengaluru.

12.2 Changes and supplements as well as termination notices need to be made in writing by both the parties. Side agreements have not been made.

12.3 If the Bidder(s)/Contractor(s) or a partnership, the pact must be signed by all consortium members and partners.

12.4 Should one or several provisions of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions

12.3 Any disputes/ difference arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with interpretation thereof shall not be subject to any Arbitration.

12.4 The action stipulates in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

In witness whereof the parties have signed and executed this Pact at the place date first done mentioned in the presence of the witnesses:

For PRINCIPAL	For BIDDER(S)/CONTRACTOR(S)
……………………………	………………………………
Name Designation	Name Designation

Witness

1. ………..	1. ………..
2. ………..	2. . ……

Digitally signed by DEEPAK KUMAR SONI
Date: 2026.09.29 18:59:17 IST

Notice Inviting e-Tender for
Selection of Service Provider to Design, Development, Implementation of Website and Mobile Application Suite for Bharat Vandana Park including 3 Years Operations & Maintenance

Issued By

NBCC (India) Limited
O/o Chief General Manager (Engg.), NBCC Plaza, Central Atrium, Tower-III, 1st Floor, Sector-5, Pushp Vihar, New Delhi-110017
E-mail : sbg.delhi2@nbccindia.com

Table of Contents

1. Notice Inviting e-Tender (NIT)

Date:19.09.2026

NBCC (India) Ltd. invites online e-Tender in two bid system from experienced and eligible CPSU (Central Public Sector Undertakings) as per qualifying criteria mentioned in the Notice Inviting Tender / Tender Document for "**Selection of Service Provider to Design, Development, Implementation of Website and Mobile Application Suite for Bharat Vandana Park including 3 Years Operations & Maintenance"** on behalf of Delhi Development Authority (DDA), as per the schedule as under.

Tender Document No.	NBCC/SBG Delhi II/BVP/2026/116 Dated 19.09.2026
Name of work	Selection of Service Provider to Design, Development, Implementation of Website and Mobile Application Suite for Bharat Vandana Park including 3 Years Operations & Maintenance
Brief Scope of work	As per the Scope of Work attached with this NIT
Estimated Cost	Rs. 3,86,00,000/- (incl. 18% GST)
Period of Completion	6 Months for Implementation and 3 Years for O&M
Earnest Money Deposit	Earnest Money shall be Rs 3,86,000 /- (Rupees Three Lakh Eighty Six Thousand Only) - 1% of Estimated Cost Put to tender. Bank Details of NBCC (India) Ltd. are provided herewith for the purpose of preparation of Bank Guarantee only: Name of Beneficiary: NBCC (India) Ltd. Bank: Union Bank of India, Lodhi Colony, New Delhi (3524) Current A/C No. : 352401010035007 IFS Code: UBIN0535249. Validity of Bank Guarantee against EMD required shall be minimum up to 180 days
Non-refundable Cost of Tender Document	₹11,800/- (Rupees Eleven Thousand Eight Hundred Only) (incl. GST @ 18%) in the shape of DD/PO in favour of NBCC (India) Limited, payable at New Delhi.

Non-refundable Cost of E-tender Processing Fee	₹2,950/- (Rupees Two Thousand Nine Hundred and Fifty Only) (inclusive of GST @18%) through e-payment gateway to M/s Rail Tel Corporation of India Ltd.
Last Date & Time of submission of Online Tender	Upto 11:00 AM on or before 28.09.2026
Period during which hard copy in original of Bank Guarantee against EMD (if submitted in form of BG), Letter of unconditional Acceptance of tender conditions, Affidavit for Correctness of Documents/Information and other document as per NIT (if any) shall be submitted.	Upto 11:00 AM on or before 28.09.2026
Venue of Submission of hard copies	O/o Chief General Manager (Engg.), NBCC Plaza, Central Atrium, Tower-III, 1st Floor, Sector-5, Pushp Vihar, New Delhi-110017. E-mail : sbg.delhi2@nbccindia.com
Date & Time of Opening of Technical Bid	On 28.09.2026 at 11:30 AM
Pre-tender Meeting & Venue	Intending bidders are requested to submit their queries regarding the tender upto 23.09.2026 through email on sbg.delhi2@nbccindia.com
Date & Time of Opening of Financial Tender	To be intimated Later
Validity of Offer	150 days from the date of opening of tender

The tender document can be downloaded from website https://nbcc.enivida.com and www.eprocure.gov.in . **"Corrigendum if any, would appear only on the website and not to be published in any News Paper"**.

Minimum Eligibility Criteria : The interested bidders should meet the stipulated minimum qualifying criteria as per the Eligibility Criteria mentioned in Section 4 of the Tender Document.

A. Work Experience:

Experience of having successfully completed similar work during the last 7 years ending initial stipulated last date of submission of tender as per NIT.

Work Experience as mentioned in the "Eligibility Criteria" in Section 4 of the Tender Document.

Similar works shall mean "**Design, Development, Implementation and Operations & Maintenance of large-scale e-Governance, Unified Mobile App. / Web Portal / Operations & Maintenance (O&M) Platform/ IT based Events, Culture & Community Management / IT Registry System"**

"Successful completion" shall mean physical completion of the project and the work has been executed in accordance with the contract terms and conditions, and has been completed to the satisfaction of the client/owner. It should be evidenced by a completion certificate (preferably in the format specified as FORM-G) issued by the respective client/owner.

i) Additional Qualifying Criteria : as mentioned in the "Eligibility Criteria" in Section 4 of the Tender Document

ii) The past experience in similar nature of work should be supported by certificates issued by the client's organization. In case the work experience is of Private sector the completion certificate shall be supported with copies of Letter of Award and copies of Corresponding TDS Certificates. Value of work will be considered equivalent to the amount of TDS Certificates.

iii) (a) The value of executed services, for the purpose of this clause, shall include the value of all Design, Development, Implementation and Operations & Maintenance of large-scale e-Governance, Unified Mobile App. / Web Portal / Operations & Maintenance (O&M) Platform / IT based Events, Culture & Community Management / IT Registry System, and other services or facilities, if any, supplied by the Client/Employer free of cost or at subsidized/discounted rates to the Agency, which have not already been included in the value of services reflected or declared in the relevant Letter of Award, Work Order, Agreement or Experience Certificate. Such exclusions, if any, shall be specifically indicated in the relevant Letter of Award, Work Order or Experience Certificate, and the value of such free supplies/services shall be separately certified by the Employer. In cases where the Employer is a private entity, such value shall be certified by a practicing Chartered Accountant or Cost Accountant holding a valid Certificate of Practice. However, assignments executed purely as manpower supply contracts, labour supply contracts, staffing contracts, or back-end support services without substantial responsibility for Design, Development, Implementation and Operations & Maintenance of Mobile App. / Web Portal shall not be considered as similar experience for the purpose of this tender.

Documents to be submitted as mentioned in the Eligibility Criteria in Section 3 of the RFP enclosed separately

(b) The value of executed works shall be brought to the current level by enhancing the actual value of work done at a simple rate of 7% per annum, calculated from the date of completion to previous day of initial stipulated last date of submission of tenders.

iv) Joint venture / consortia of firms/companies and foreign bidders are not eligible to quote for the tender.

v) The bidders submitting experience certificate for the works done in joint venture (JV)/ consortium with other firms/ companies, their proportionate experience to the extent of its share in the JV/ consortium or work done by them shall only be allowed on submitting the valid proof of their share/ work done.

vi) Certificates in the name of other companies:

a) **Certificates of Subsidiary /Parent/Group Company/ Own work**: Any company/ firm while submitting tender can use the work experience ofits subsidiary company to the extent of its ownership in the subsidiary company. On the other-hand, the companies/ firms which intend to get qualified on the basis of experience of the parental company/groupcompany/Own works shall not be considered. Further, the financial parameters of the subsidiary or parental company cannot be used bythe other one for qualification.

b) **Merger/ Acquisition of Companies**: In case of a Company/firm, formed after merger and/ or acquisition of other companies/firms, past experience and financial parameters like turnover, profitability, net worth etc. of the merged/ acquired companies/firms will be considered for qualification of such Company/firm provided such Company/firm continues to own the requisite assets and resources of the merged /acquired companies/firms.

c) Demergers of companies: In case of companies/firms, formed after demerger of any company, past work experience and financial parameter like turnover, profitability, net worth etc. of the original company before demerger will be considered proportionately for qualification by the new demerged entity to the extent of its ownership in the requisite assets and resources of the original company. However, such consideration of past work experience and financial parameter shall only be allowed for a period of five years from the date of incorporation of the demerged entity.

vii) **Foreign Experience**

a) In case the work experience is for the work executed outside India, the bidders have to submit the completion/experience certificate issued by the owner duly signed & stamped, and affidavit for the correctness of the completion/experience certificates. The Contractor shall also get the Completion/experience certificates attested by the Indian Embassy/Consulate/High Commission in the respective country.

In the event of submission of completion /experience certificate by the Bidder in a language other than English, the English translation of the same shall be duly authenticated by Chamber of Commerce of the respective country and attested by the Indian Embassy/consulate/High Commission in the respective country.

Note: Provided further that bidder from member countries to the HAGUE convention, 1961 are permitted to submit requisite documents with "Apostille stamp" affixed by Competent Authorities designated by the government of respective country which would be acceptable in lieu of attestation from the Indian Embassy/ Consulate/ High Commission in their respective countries.

b) For the purpose of evaluation of Bidders, the conversion rate of such a currency into INR shall be the daily representative exchange rate published by the IMF as on 7 (Seven) days prior to the Last Date of Submission of tender including extension(s) given if any.

Financial Strength:

The Average annual Audited financial turnover (after enhancement) for last 3 years shall be at least 40% of the estimated cost put to tender (i.e. ₹1.55 Cr.). The annual financial turnover shall be from Consulting/IT/ICT (System Implementation) services (excluding income from other sources) as mentioned in audited standalone statement of Profit & Loss. The requisite Turnover shall be duly certified by the statutory auditor (of preceding financial year) with his Seal/signatures and registration number. In case the preceding financial year is unaudited, then the same shall be certified by the statutory auditor (of preceding financial year) in FORM-C and the three Financial Years immediately preceding the previous Financial Year shall be considered for evaluation. In case of Companies/Firms less than 3 years old, the Average annual financial turnover shall be worked out for the available period only. The value of annual turnover figures shall be brought to the current value (i.e. preceding Financial year) by enhancing the actual turnover figures at simple rate of 7% per annum.

Note:

Illustration 1: Suppose, Last Date of Bid submission is 21.05.2023 with unaudited balance sheet of last financial year. Relevant year of turnover shall be 2021-22, 2020-21, 2019-20. Figures of turnover of 2021 - 22 shall be enhanced by 7%. Figures of turnover of 2020-21 shall be enhanced by 14%. Figures of turnover of 2019-20 shall be enhanced by 21%.

Illustration 2: Suppose, Last Date of Bid submission is 21.05.2023 with audited balance sheet of last financial year available. Relevant year of turnover shall be 2022-23, 2021-22, 2020-21. Figures of turnover of 2022- 23 shall not be enhanced. Figures of turnover of 2021-22 shall be enhanced by 7%. Figures of turnover of 2020-21 shall be enhanced by 14%.

i) Audited Net Worth of the company /firm as on last day of preceding (or last audited) financial year should be minimum 10% of the Estimated Cost put to Tender, duly certified by Chartered Accountant in Form-C.

ii) Self-certified copy of Bank Solvency Certificate issued from Nationalised or any Schedule Bank should be at least one in number for 40% of Estimated Cost of the Project put to tender. The certificate should have been issued within 6 months from original last date of the submission of the tender.

Note: Bank Solvency Certificate is not required if estimated cost put to tender is up to Rs.25 Crore.

iii) The Bidder should at least have earned profit in minimum one year in the available last three consecutive balance sheets.

The bidders are required to upload and submit page of summarized Balance Sheet (Audited) and also page of summarized Profit & Loss Account (Audited) for last three years.

3. The intending tenderer must read the terms and conditions of NBCC carefully. He should only submit his tender if he considers himself eligible and he is in possession of all the documents required. Information and Instructions for Tenderers posted on Website(s) shall form part of Tender Document.

4. Those intending tenderers/contractors not registered on the website i.e. https://nbcc.enivida.com mentioned above with M/s Railtel Corporation of India Ltd are required to get registered beforehand. If needed they can be imparted training on online tendering process as per details available on the website i.e. https://nbcc.enivida.com. The intending tenderer must have class-III digital signature to submit the tender.

5. The Tender Document as uploaded can be viewed and downloaded free of cost by anyone including intending tenderer. But the tender can only be submitted on the e-tender website after having digital signature by the bidder and after uploading all the requisite scanned documents.

6. Set of Contract/Tender Documents: The following documents will constitute set of tender documents:

a) Notice Inviting e-Tender
b) Quoting Sheet for Tenderer
c) Instructions to Tenderers
d) Tender Document / Eligibility Criteria / Scope of Work
e) Forms
f) Memorandum Annexure-I of NIT
g) Acceptance of Tender Conditions (Annexure-II of NIT)
h) Addendum/Corrigendum, if any - Duly signed by authorized person
i) Form-H of NIT – Affidavit for correctness of Documents/ Information.
j) Special Conditions of Contract, if any
k) Pre-bid clarifications, if any

7. The tenderers are required to quote strictly as per terms and conditions, specifications, standards given in the tender documents and not to stipulate any deviations.

8. The bidders are advised in their own interest to submit their bid documents well in advance from last date/time of submission of bids so as to avoid problems which the bidders may face in submission at last moment/during rush hours.

   However, after submission of the tender the tenderer can re-submit revised tender any number of times but before last time and date of submission of tender as notified.

9. When it is desired by NBCC to submit revised financial tender then it shall be mandatory to submit revised financial tender. If not submitted then the tender submitted earlier shall be come invalid.

10. On opening date, the tenderer can login and see the tender opening process.

11. Contractor can upload documents in the form of JPG format and PDF format.

12. Contractor is required to upload scanned copies of all the documents including valid GST registration, EPF registration, PAN No. as stipulated in the tender document.

13. If the contractor is found ineligible after opening of tenders, or his tender is found invalid, cost of tender document and processing fee shall not be refunded.

14. Notwithstanding anything stated above, NBCC reserves the right to assess the capabilities and capacity of the tenderer to perform the contract, in the overall interest of NBCC. In case, tenderer's capabilities and capacities are not found satisfactory, NBCC reserves the right to reject the tender.

15. Certificate of Financial Turnover: Certificate of Financial Turnover: At the time of submission of tender, the tenderer shall upload Affidavit/Certificate from the statutory auditor (of preceding financial year) mentioning Audited Financial Turnover of last 3 years or for the period as specified in the tender document. There is no need to upload entire voluminous balance sheet. However, one page of summarised balance sheet (Audited) and one page of summarised Profit & Loss Account (Audited) for last 03 years shall be uploaded.

16. In case of Percentage Rate Tender, Contractor must ensure to quote single percentage rate. The column meant for quoting rate in figures appears in pink color and the moment rate is entered, it turns sky blue. The Rate shall be quoted up to 2 Decimals. In case of Item Rate Tender, price shall be entered against each item in the in the Bill of Quantities/schedule of quantities. If the tenderer has not quoted for the all the items/the entire requirement as specified in the respective schedule/BOQ, the bid submitted by him shall be treated as unresponsive and be ignored.

17. The tenderer(s) if required, may submit queries, if any, through E-mail and in writing to the tender inviting authority to seek clarifications within 3 days from the date of uploading of Tender on website. NBCC will reply only those queries which are essentially required for submission of bids. NBCC will not reply the queries which are not considered fit like replies of which can be implied/ found in the NIT/ Tender Documents or which are not relevant or in contravention to NIT/Tender Documents, queries received after 3 days from the date of uploading of Tender on website, request for extension of time for opening of technical bids, etc. Technical Bids are to be opened on the scheduled dates as far as possible. Requests for Extension of opening of Technical Bids will not be entertained.

The Pre-Bid meeting shall be attended by the intending bidders only and not by vendors/manufacturers. Further, the intending bidders should depute their authorized person with authorization letter in original to attend the pre-bid meeting.

18. List of Documents to be scanned and uploaded on e-tender website within the period of tender submission:

a) Bank Guarantee of any Nationalised or Commercial Scheduled Bank against the EMD as per NIT (if EMD is submitted in form of BG).
b) **Form-H** - Affidavit duly notarised by Notary Public on Non Judicial Stamp Paperof Rs. 100 for correctness of Documents /Information.
c) Unconditional Letter of Acceptance of Tender Conditions (in original) (**Annexure-II**) (Duly signed on the Letter Head of the Applicant/ Bidder).

d) Integrity pact duly signed by the contractor (Annexure-III) (for all contracts valuing Rs. 5.00 Crores & above). The bidders are required to download the Integrity Pact as uploaded in the tender documents, and sign on the same, put rubber stamp/seal and upload the signed copy on e-tendering websites.

e) Details of Similar Work Experience Certificates - FORM-A1, and Additional Qualifying criteria (if any) related work experience certificates – FORM - A2.

f) Details of Similar Works executed as part of JV/Consortium, and claimed in bid (if any) - FORM-B1, and Additional Qualifying criteria (if any) related works executed as part of JV/Consortium – FORM -B2.

g) Financial Details- FORM-C.

h) TDS Details for Private Sector Projects- FORM-D

i) Self-certified copy of Bank Solvency Certificate- FORM-E

j) Documents regarding Net Worth of the Company Firm.

k) Memorandum Annexure-I.

l) Power of Attorney/ Board Resolution of the person authorised for signing/submitting the tender.

m) E-payment Transaction details towards cost of processing fees.

n) Valid GST registration/ EPF registration/ PAN NO.

o) All pages of the entire Corrigendum (if any) duly signed by the authorizedperson.

p) Pre-bid clarifications, if any.

q) General Information- Form-F.
r) Work Experience Certificates consisting of details as mentioned in Form-G
s) Registration Details of the contractor in the GST Act– Form-I.

t) Performa for Details of Client Organization in respect of Work Experience Certificates. - (Form - J)

NOTE:

1. The documents at S. No. b and c (i.e. Unconditional letter of acceptance duly signed on letter head, Notarized Affidavit for correctness of document/information) are required to be submitted in original in hard copy also within the period of tender submission. All other documents are not required to be submitted in hard copy.
2. Unconditional letter of acceptance duly signed on letter head, Notarized Affidavit for correctness of document/information are mandatory documents and are need to be checked carefully for its correctness before online submission of tender. The bid shall be rejected outrightly in case of its non-submission at the online portal, without seeking any further clarification/document. No claim of the bidder whatsoever shall be entertained by NBCC in this regard.
3. The bidders are advised to upload complete details with their bids as Technical Bid Evaluation will be done on the basis of documents uploaded on the website by the bidders with the bids. Please note no fresh document other than in the form of clarification/revision in respect of an already submitted document shall be accepted after last date of submission of bids.
4. The information should be submitted in the prescribed proforma. Bids with Incomplete /Ambiguous information are liable to be rejected.
5. All the uploaded documents should be in readable, printable and legible form failing which the Bids are liable for rejection.

20. All the uploaded documents shall be considered as duly signed by contractor/ authorized representative.

21. NBCC reserves the right to reject any or all tenders or cancel/withdraw the invitation for bid without assigning any reasons whatsoever thereof. NBCC does not bind itself to accept lowest tender. The NBCC reserves the right to award the work to a single party or to split the work amongst two or more parties as deemed necessary without assigning any reason thereof. The contractor is bound to accept the portion of work as offered by NBCC after split up at the quoted/ negotiated rates. No claim of the contractor whatsoever shall be entertained by NBCC on this account.

22. Canvassing in connection with the tender is strictly prohibited, and such canvassed tenders submitted by the contractor will be liable to be rejected and his earnest money shall be absolutely forfeited.

23. For any queries, please contact Ms. Arti Gupta, Project Manager, Mob. No. +91 99115 99767 and for query related to site, please contact Sh. Anguru Srikanth, General Manager (Engg.), Mobile No. 8527 66 5375, (e-mail id: sbg.delhi2@nbccindia.com / anguru.srikanth@nbccindia.com) during office hours. In case of any query regarding participation in E tendering, please contact helpdesk telephone no. of M/s Railtel Corporation of India Ltd.: 011-49606060 / 8448288988 / 8448288980 / 9355030630.

24. NIT No. and Name of work are required to be mentioned on the bid envelope.

-Sd/-

Chief General Manager (SBG Head)

Annexure - I

Memorandum

1)	Name of Work	Selection of Service Provider to Design, Development, Implementation of Website and Mobile Application Suite for Bharat Vandana Park including 3 Years Operations & Maintenance
2)	Client/Owner	Delhi Development Authority (DDA)
3)	Type of Tender	Percentage Rate
4)	Earnest Money Deposit	Earnest Money shall be Rs 3,86,000 /- (Rupees Three Lakh Eighty Six Thousand Only) - 1% of Estimated Cost Put to tender
5)	Estimated Cost	Rs. 3,86,00,000/- (incl. 18% GST)
6)	Contract Period	6 Months for Implementation and 3 Years for O&M
7)	Mobilization Advance	N.A.
8)	Interest Rate of Mobilization Advance and /or other advances	N.A.
9)	Schedule of Rates applicable	N.A.
10)	Performance Guarantee	5.00 % (Five Percent Only) of contract value within 15 days from the issue of Letter of Award
11)	Additional Performance Guarantee {Valid in case of Abnormally Low Bid (ALB) by the L-1 Bidder i.e. Winning Quote/ Bid is less than 85% of estimated Cost put to tender}	Full amount equivalent to the difference between the "85% of estimated Cost put to tender" and "ALB"
12)	Security Deposit / Retention Money	5.0% (Five Point Zero Percent Only) of the gross value of each running / final bill.

13)	Time allowed for starting the work	The date of start of contract shall be reckoned from 10 days after the date of issue of letter of Award.
14)	Deviation limit beyond which clause 6.2 & 6.3 shall apply for all works except foundation.	N.A.
15)	Deviation limit beyond which clause 6.2 & 6.3 shall apply for foundation work	N.A.
16)	Escalation	N.A.
17)	Recovery rate of work force supplied by NBCC to Contractor	N.A.
18)	Defect Liability Period	N.A.
19)	Bank Guarantee for waterproofing work and anti-termite treatment	N.A.
20)	General Conditions of Contract	NBCC Standard GCC in not applicable. Refer Section 8 for applicable General Conditions of Contract.
21)	Utilization of products from recycled C & D waste as per C& D waste management Rule 2016	N.A.
22)	GST rate applicable in this contract	18%

INSTRUCTIONS TO TENDERERS (ITT)

1.0 NOTICE INVITING TENDER

Online Tender in **two-bid system** is invited from experienced and eligible **CPSUs** for the work of **"Selection of Service Provider for Design, Development, Implementation of Website and Mobile Application Suite for Bharat Vandana Park including 3 Years Operations & Maintenance"** on behalf of **Delhi Development Authority (DDA)** at Bharat Vandana Park, Sector-20, Dwarka, New Delhi, as per the requirements, specifications, scope of work, conditions and other provisions contained in the Tender Documents.

2.0 ESTIMATED COST

The estimated cost of the work is ₹**3,86,00,000/- (Rupees Three Crore Eighty-Six Lakh only), inclusive of GST @ 18%**, which is given as a broad estimate for the purpose of tendering and shall not constitute any assurance or commitment regarding the actual value of work/payment. The actual payments shall be governed by the accepted Bid, approved deliverables, payment milestones and other terms and conditions of the Contract.

3.0 AVAILABILITY OF TENDER DOCUMENT

The Tender Document, including the NIT, Instructions to Tenderers, Eligibility Criteria, Scope of Work, Special Conditions of Contract, General Conditions of Contract, Forms, Commercial Proposal and other applicable documents, shall be available for viewing/download from the e-tendering portal **https://nbcc.enivida.com** and **www.eprocure.gov.in**. Any Addendum/Corrigendum issued by NBCC shall be uploaded on the designated e-tendering portal and shall form part of the Tender Documents.

4.0 EARNEST MONEY DEPOSIT

Earnest Money Deposit (EMD) shall be Rs 3,86,000 /- (Rupees Three Lakh Eighty Six Thousand Only) - 1% of Estimated Cost Put to tender for this tender. Accordingly, EMD in the form of Demand Draft, Bank Guarantee or otherwise is required to be submitted by the Bidder. The provisions of the NBCC GCC/ITT relating specifically to submission, validity, refund or forfeiture of EMD shall apply to this Tender.

However, the Bidder shall remain bound by the validity of its offer and all other obligations associated with submission of the Bid. In case the successful Bidder withdraws its offer, refuses to accept the Letter of Award/Letter of Acceptance, fails to execute the Agreement within the stipulated period, fails to furnish the required Performance Security or otherwise defaults in complying with the conditions precedent to commencement of the Contract, NBCC shall be entitled to take appropriate action as per the Tender Documents, including cancellation of the award and such other remedies as may be available under the Contract.

5.0 COST OF TENDER DOCUMENT AND E-TENDER PROCESSING FEE

The intending Bidder shall submit the following non-refundable payments along with the Bid:

(a) Cost of Tender Document: ₹11,800/- (Rupees Eleven Thousand Eight Hundred only), inclusive of GST @ 18%, in the form specified in the NIT in favour of **NBCC (India) Limited**, payable at New Delhi.

(b) E-Tender Processing Fee: ₹2,950/- (Rupees Two Thousand Nine Hundred Fifty only), inclusive of GST @ 18%, through the prescribed e-payment gateway to the designated e-tendering service provider.

The Bidder shall upload the requisite proof/payment receipt on the e-tendering portal within the prescribed period. Non-submission of the prescribed tender document cost/payment, wherever applicable, may render the Bid liable for rejection in accordance with the Tender Documents. The NIT presently specifies the above amounts.

6.0 SUBMISSION AND OPENING OF BIDS

The Bid shall be submitted online through the designated e-tendering portal within the date and time stipulated in the NIT. The Bid shall comprise all Technical and Financial documents, declarations, undertakings, forms, eligibility documents, experience certificates, financial credentials, technical proposal, methodology, staffing plan, commercial proposal and other documents specifically stipulated in the Tender Documents.

The Technical Bid shall be opened on the date and time specified in the NIT. The Financial Bids of only those Bidders who are found technically responsive and eligible shall be opened. The date and time of opening of the Financial Bid shall be intimated through the e-tendering portal or otherwise as determined by NBCC. The NIT presently provides for opening of the Technical Bid at 11:30 AM and states that the Financial Bid shall be opened later as intimated by NBCC.

7.0 REJECTION / INVALIDATION OF BID

The Bid shall be liable to be treated as non-responsive and rejected if the Bidder is found ineligible, fails to submit any mandatory document prescribed in the Tender Documents, submits incomplete, ambiguous, materially inconsistent or misleading information, or fails to comply with any mandatory condition of the NIT/Tender Document. A Bid may also be rejected where the documents uploaded are illegible, unverifiable, materially deficient or inconsistent with the information furnished elsewhere in the Bid.

NBCC reserves the right to seek clarification in respect of documents already submitted, wherever considered necessary; however, no new document or material alteration to the Bid shall ordinarily be permitted after the last date of submission, except as specifically permitted under the Tender Documents or applicable procurement rules.

The provisions presently contained in the NIT regarding mandatory submission of documents and rejection of incomplete/ambiguous bids shall apply.

8.0 VALIDITY OF TENDER

The Bid shall remain valid for a period of **150 (One Hundred Fifty) days from the date of opening of the tender**, unless otherwise extended by NBCC. During the validity period, the Bidder shall not withdraw, modify or otherwise alter its Bid in a manner inconsistent with the Tender Documents.

Any withdrawal or unilateral modification of the Bid during the validity period may result in cancellation of the Bid and such other action as may be permissible under the Tender Documents. The validity period specified herein is consistent with the NIT.

9.0 ACCEPTANCE OF TENDER

NBCC reserves the right to accept or reject any Bid or all Bids, in whole or in part, or to cancel/withdraw the tender process at any stage, without assigning any reason and without thereby incurring any liability towards the Bidders. NBCC shall not be bound to accept the lowest-priced Bid and may consider technical capability, relevant experience, proposed methodology, resource deployment, functional suitability, commercial terms and overall responsiveness of the Bid in accordance with the Tender Documents.

NBCC may, wherever considered necessary and permissible, award the complete scope or any identifiable part of the scope to one or more agencies. The Bidder shall have no claim for compensation or loss of anticipated profit on account of such decision. This is consistent with the reservation already contained in the NIT.

10.0 COMPLIANCE WITH TENDER CONDITIONS

The Bidder shall submit its Bid strictly in accordance with the terms, conditions, specifications, scope of work, functional and non-functional requirements, service levels, deliverables, milestones, forms and other requirements contained in the Tender Documents. Bids containing deviations, exclusions, conditional offers or qualifications contrary to the Tender conditions may be treated as non-responsive and rejected.

The Bidder shall be deemed to have carefully examined all Tender Documents and satisfied itself regarding the complete scope, technical requirements, integrations, implementation environment, stakeholder dependencies, data requirements, O&M obligations and other circumstances affecting the performance of the Contract.

11.0 EXECUTION OF AGREEMENT

The successful Bidder shall, within the period specified by NBCC after issue of the Letter of Award, execute the Contract/Agreement in the prescribed form and in accordance with the Tender Documents. The Agreement shall incorporate the accepted Bid, Letter of Award, Scope of Work, Special Conditions, General

Conditions, applicable schedules, Commercial Proposal, approved clarifications, Addenda/Corrigenda and other documents forming part of the Contract.

The persons signing the Agreement on behalf of the Bidder shall be duly authorized and shall furnish the requisite authorization/Power of Attorney/Board Resolution, as applicable.

12.0 AUTHORIZED REPRESENTATIVE / PROJECT MANAGER

Upon acceptance of the Tender, the successful Bidder shall nominate and deploy a suitably qualified **Project Manager/Project Director** and other key personnel as specified in the Tender Documents. The Project Manager shall be the principal point of contact for NBCC for all matters relating to planning, design, development, integration, implementation, testing, UAT, training, Go-Live and O&M.

The names, qualifications, experience, roles and contact details of the proposed key personnel shall be furnished to NBCC and shall be subject to the requirements and approval provisions contained in the Tender Documents. The Bidder shall ensure continuity of key personnel throughout the Contract, except with prior approval of NBCC.

13.0 CONFLICT OF INTEREST / NEAR RELATIVES

The Bidder shall comply with NBCC's applicable provisions relating to conflict of interest and employment/association of near relatives of NBCC officials. The Bidder shall disclose the names of persons employed or proposed to be employed by it in connection with the Contract who are near relatives of officers of NBCC, wherever such disclosure is required under the applicable rules.

The Bidder shall also disclose any actual, potential or perceived conflict of interest which may arise in connection with the execution of the Contract. Any misrepresentation, concealment or breach of the applicable provisions may result in rejection of the Bid, cancellation of the award or termination of the Contract, besides such other action as may be permissible.

14.0 CONTRACT PERIOD

The total initial Contract Period shall be **42 months**, comprising:

1. **Implementation Period – 6 months** from the date of Award/Commencement of Contract; and
2. **Operations & Maintenance Period – 36 months** following Go-Live/commencement of O&M, as stipulated in the Tender Documents.

The detailed implementation milestones, deliverables and O&M obligations shall be governed by the approved Project Plan, Scope of Work, Service Levels and Conditions of Contract. The NIT presently specifies 6 months for implementation and 3 years for O&M.

Any extension, if provided by NBCC, shall be governed by the relevant provisions of the Contract and shall be subject to satisfactory performance, operational requirements and approval of the competent authority.

15.0 CANVASSING

Canvassing, directly or indirectly, in connection with the Tender is strictly prohibited. Any attempt by a Bidder or its representatives to influence the tender evaluation process, NBCC officials, consultants or any other person connected with the procurement process may result in rejection of the Bid and such further action as may be permissible under the applicable rules and Tender Documents.

16.0 CONTRACT DOCUMENTS

The award, execution, implementation, operation and maintenance of the Integrated Website and Mobile Application Suite shall be governed by the complete set of Tender/Contract Documents, including but not limited to:

1. Notice Inviting e-Tender (NIT);
2. Instructions to Tenderers;
3. Eligibility Criteria;
4. Scope of Work and Technical Specifications;
5. Functional and Non-Functional Requirements;
6. Financial Bid/Commercial Proposal/Price Schedule;
7. Special Conditions of Contract;
8. General Conditions of Contract;
9. Forms and Undertakings;
10. Letter of Award/Work Order;
11. Approved pre-bid clarifications;
12. Addenda/Corrigenda;
13. Approved FRS, SRS, SDD and other project documents;
14. Approved Change Control Notes, wherever applicable; and
15. Any other document expressly made part of the Contract.

The Bidder shall be deemed to have examined and understood all requirements, including the technical architecture, integrations, cloud environment, data requirements, user groups, stakeholder dependencies, security requirements, performance requirements and O&M obligations before submitting its Bid.

17.0 EXISTING SYSTEMS / INFORMATION / DOCUMENTS

The Bidder shall undertake appropriate due diligence regarding the existing digital ecosystem, available information, park infrastructure, operational processes, stakeholder requirements, available data, existing third-party systems and proposed integrations, to the extent relevant to the scope of work.

Any information, drawings, data, credentials, API documentation or other inputs made available by NBCC/DDA shall be used solely for execution of the Contract and shall remain subject to the confidentiality, information-security and intellectual-property provisions of the Tender Documents.

18.0 ADDENDA / CORRIGENDA / CLARIFICATIONS

NBCC may, at any time prior to the last date of submission of Bids, issue Addenda/Corrigenda or clarifications to amend, supplement, modify or clarify any provision of the Tender Documents.

All such Addenda/Corrigenda/clarifications shall form an integral part of the Tender Documents and shall be binding upon all Bidders. The Bidder shall be responsible for regularly checking the designated e-tendering portal and incorporating all such amendments in its Bid.

No claim arising from failure to consider any duly issued Addendum/Corrigendum shall be entertained.

19.0 PRE-BID QUERIES / FAMILIARISATION

The intending Bidders are advised to carefully examine the Tender Documents and, wherever considered necessary or visit Bharat Vandana Park, Sector-20, Dwarka, New Delhi, to familiarize themselves with the project environment, park layout, operational zones, available facilities, stakeholder interfaces, connectivity conditions and other circumstances relevant to implementation of the digital platform.

The Bidder shall be deemed to have satisfied itself regarding all conditions and dependencies that may affect its performance, including availability and quality of data, stakeholder inputs, integration requirements, site/network conditions and operational constraints. No claim for additional payment or compensation arising from failure to assess such conditions shall ordinarily be entertained.

The pre-bid queries shall be governed by the schedule and instructions contained in the NIT.

20.0 COORDINATION WITH NBCC, DDA AND OTHER STAKEHOLDERS

The Service Provider shall be responsible for effective coordination with NBCC, DDA and all relevant park stakeholders/agencies for obtaining necessary functional inputs, operational data, process requirements, content, photographs, GIS information, asset details, event information, vendor information, O&M workflows and other information required for successful implementation of the Website and Mobile Application Suite.

The Service Provider shall undertake the **digitisation and integration of relevant day-to-day processes of the concerned agencies/stakeholders into the Website, Mobile Application and associated administrative portals**, including requirement identification, workflow mapping, configuration, integration, testing, deployment and subsequent O&M.

Such coordination may include, but shall not be limited to, the Park O&M Agency, Event Aggregator/Event Management Agency, Security Agency, parking management agency, attraction operators, boating agency, Fun Park/Adventure Park operators, restaurant/concessionaire/allottees, vendors, sponsors, advertising agencies and other agencies operating within Bharat Vandana Park.

Digitally signed by DEEPAK KUMAR SONI
Date: 2026.09.29 16:50:45 IST

The Service Provider shall plan and implement appropriate digital interfaces/workflows for such stakeholders, obtain requisite inputs from them through NBCC's coordination wherever required, and ensure that the relevant information and processes are appropriately reflected in the digital platform. Any delay attributable to a stakeholder in furnishing inputs shall be promptly brought to the notice of NBCC along with the likely impact on the programme.

21.0 ACCESS TO SITE / SYSTEMS / DATA / STAKEHOLDER INPUTS

NBCC shall facilitate, to the extent reasonably possible, access to the site, available information, relevant stakeholders and existing systems required for execution of the Contract. The Service Provider shall, however, be responsible for planning and coordinating such access and for timely mobilization of its resources.

Where any third-party system, API, payment gateway, SMS/WhatsApp service, CCTV/VMS, PA system or other external interface is required, the Service Provider shall identify the requisite technical inputs, coordinate with the concerned agency through NBCC wherever necessary, undertake integration and testing, and ensure that the final solution functions in accordance with the approved SRS and Solution Design Document.

22.0 SCOPE OF WORK

The scope of work shall comprise the complete **Design, Development, Configuration, Integration, Testing, Implementation, Deployment, Training, Go-Live, Knowledge Transfer and Operations & Maintenance** of the Integrated Website and Mobile Application Suite for Bharat Vandana Park, as detailed in the Tender Documents.

The scope shall include, but not be limited to, the Visitor Experience Platform, Web Portal, Mobile Applications, GIS/Park Map, Ticketing and Access Management, Events and Programme Management, O&M Platform/CMMS, Safety and Incident Management, Vendor and Revenue Enablement, Sustainability and Environment Monitoring, Administration/Governance/HR, Core Platform/Data Layer, APIs and integrations, cloud infrastructure, security, dashboards, notifications, data setup, testing, training, documentation, source-code handover and O&M.

The Service Provider shall be responsible for all activities necessary for achieving a complete, functional, secure, scalable and operational solution, whether or not every incidental activity is separately identified in the BOQ, provided such activity is reasonably necessary for fulfilling the stated functional and performance requirements of the Contract. The scope already provides for these integrated modules and associated development/deployment activities.

23.0 SOFTWARE, CLOUD, LICENCES AND THIRD-PARTY SERVICES

Unless specifically stated otherwise in the Tender Documents, the Service Provider shall arrange and bear the cost of all software licences, development tools, frameworks, middleware, databases, APIs, security tools, certificates, cloud resources, hosting, backup, monitoring, SMS/WhatsApp gateways, payment gateway integration charges, app-store related charges, domain-related services and other third-party services required for successful implementation and O&M of the solution.

Where any third-party service is proposed, the Service Provider shall ensure that the licence/subscription/usage rights are legally valid and adequate for the entire required period and shall obtain NBCC's prior approval wherever specified in the Contract.

Digitally signed by DEEPAK KUMAR SONI
Date: 2026.09.19 16:50:45 IST

24.0 CLARIFICATION AFTER BID SUBMISSION

During evaluation of the Bids, NBCC may seek written clarifications from any Bidder for the purpose of evaluating the Bid. Such clarification shall not be construed as an opportunity to alter the substance, commercial terms or essential contents of the Bid.

Bidders shall refrain from contacting NBCC officials or employees, directly or indirectly, regarding the evaluation of their Bids except through the officially prescribed channels.

The provisions already contained in the NIT regarding pre-bid queries and clarification shall apply.

25.0 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS

In the event of any discrepancy, contradiction or inconsistency between the various Contract Documents, the following order of precedence shall apply, unless specifically stated otherwise:

1. Letter of Award / Work Order, including agreed deviations/clarifications and its enclosures;
2. Special Conditions of Contract;
3. Scope of Work and Technical Specifications / Functional & Non-Functional Requirements;
4. Approved FRS/SRS/SDD and subsequent approved project documents, to the extent applicable;
5. Financial Bid / Commercial Proposal / Price Schedule;
6. General Conditions of Contract;
7. Instructions to Tenderers;
8. Forms, undertakings and other annexures;
9. Approved pre-bid clarifications;
10. Addenda / Corrigenda, with the latest issued document prevailing in case of conflict; and
11. Other documents forming part of the Tender/Contract.

Notwithstanding the above, a later specific written instruction or approved Change Control Note issued by NBCC under the Contract shall prevail over an earlier provision to the extent of such approved change.

26.0 GOVERNMENT POLICIES / PROCUREMENT REQUIREMENTS

The benefits, exemptions, preferences or other provisions available to eligible Bidders under applicable Government of India procurement policies, including policies relating to procurement from CPSUs/PSUs, Make in India, public procurement preferences, digital procurement and other applicable Government instructions, shall be available strictly in accordance with the applicable rules and subject to submission of the prescribed supporting documents.

The Bidder shall comply with all applicable statutory, regulatory, cybersecurity, data protection, taxation, labour, intellectual property, software licensing and other legal requirements relevant to the performance of the Contract.

Digitally signed by DEEPAK KUMAR SONI
Date: 2026.09.29 16:59:45 IST

2. General Instructions to Tenderers

2.1. DISCLAIMER

The information contained in this Tender document and subsequently provided to the bidders, whether verbally or in documentary form, by or on behalf of NBCC (India) Limited, is provided to bidders on the terms and conditions set out in this tender document.

NBCC reserves the right to amend, modify, supplement or cancel this Tender document process at any stage without assigning any reason whatsoever. This Tender document does not constitute an offer or invitation to any bidder.

Though adequate care has been taken in the preparation of this Tender document, the applicant should satisfy himself that the document is complete in all respects. Intimation of discrepancy, if any, should be given to the NBCC immediately before the last date of receiving Pre-bid queries. If no intimation is received by the NBCC within the date, it shall be deemed that the party is satisfied with the Tender document.

The information provided in the Tender document to the applicant is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. NBCC (India) Limited does not accept any responsibility for the accuracy or otherwise of any interpretation or opinion on the law expressed herein.

NBCC (India) Limited and its employees make no representation or warranty and shall have no liability to any person including any applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in the Tender document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Tender Document and any assessment, assumption, statement or information contained therein or deemed to form part of the Document or arising in any way in this Selection Process.

NBCC (India) Limited also accepts no liability of any nature whether resulting from negligence or otherwise arising from reliance upon the statements contained in the Tender document by any applicant.

NBCC (India) Limited may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in the Tender document, which shall be uploaded on the e-nivida Portal / e-procurement portal, as applicable. It shall be the responsibility of the interested applicant to remain diligent and keep themselves informed about the same.

The issue of this Tender document does not imply that NBCC (India) Limited is bound to select a Successful Bidder for the project, and NBCC (India) Limited reserves the right to reject all or any of the proposals without assigning any reasons whatsoever.

The applicant shall bear all its costs associated with or relating to the preparation and submission of its proposal, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by NBCC (India) Limited, or any other costs incurred in connection with or relating to its proposal. All such costs and expenses shall remain with the Bidder, and NBCC (India) Limited shall not be liable in any manner whatsoever for the same or for any other costs or expenses incurred by an applicant in preparation or submission of the proposal, regardless of the conduct or outcome of the Selection Process.

NBCC (India) Limited intend to appoint Service Provider to Design, Development, Implementation, and Operations & Maintenance of Integrated AI-based Application Suite for Bharat Vandana Park. This document has been prepared on the basis of available information in NBCC and other publicly available documents which NBCC believes to be reliable. The sole objective of this document (the Request for Proposal or the Tender Document) is to solicit Commercial and Technical Bids from interested parties for taking part in the Tendering process leading to Service Provider to Design, Development, Implementation, and Operations & Maintenance of Integrated AI-based Application Suite for Bharat Vandana Park.

While this document has been prepared in good faith, no representation or warranty, express or implied, is or shall be made, and no responsibility or liability shall be accepted by NBCC or any of their employees, consultants, advisors, or agents as to or in relation to the accuracy or completeness of this document and any liability thereof is hereby expressly disclaimed. Interested Parties may carry out their own study/analysis/investigation as required before submitting their Commercial and Technical Bids.

This document does not constitute an offer or invitation, or solicitation of an offer, nor does this document or anything contained herein, shall form a basis of any agreement or commitment whatsoever.

Some of the activities listed to be carried out by NBCC subsequent to the receipt of the responses are indicative only. NBCC has the right to continue with these activities, modify the sequence of activities, add new activities, or remove some of the activities, as dictated by the best interests of NBCC.

Proprietary Notice

This document contains confidential information of NBCC (India) Limited (NBCC) which is provided for the sole purpose of permitting the recipient to evaluate the proposal submitted herewith. In consideration of receipt of this document, the recipient agrees to maintain such information in confidence and not to reproduce or otherwise disclose this information to any person outside the group directly responsible for evaluation of its contents, except that there is no obligation to maintain the confidentiality of any information which was known to the recipient prior to receipt of such information from NBCC or becomes publicly known through no fault of recipient, from NBCC or is received without obligation of confidentiality from a third party owing no obligation of confidentiality to NBCC.

Abbr.	Description
AI	Artificial Intelligence
AMC	Annual Maintenance Contract
API	Application Program Interface
AR	Augmented Reality
BOQ	Bill of Quantity
CAPEX	Capital Expenses
CCN	Change Control Note
CCTV	Closed-Circuit Television
CEO	Chief Executive Officer
CNS	Change Note on Scope of Work
CPSU	Central Public Sector Undertaking
CSP	Cloud Service Provider
DC	Data Centre
DDA	Delhi Development Authority
DR	Disaster Recovery
EMD	Earnest Money Deposit
EOI	Expression of Interest
EPC	Engineering, Procurement C Construction
FRS	Functional Requirements Specification
GIS	Geographic Information System
HLD	High Level Diagram
ICT	Information Communication Technology
ISO	International Organisation for Standardisation
KPI	Key Performance Indicator
LLD	Low Level Diagram
LOA	Letter of Award
LOI	Letter of Intent
ML	Machine Learning
MVP	Minimum Viable Product
OPEX	Operational Expenses
PA	Public Announcement
PBG	Performance Bank Guarantee

Abbr.	Description
POS	Point-of-Sale
RBAC	Role Based Access
Tender Document	Request for Proposal
RTM	Requirement Traceability Matrix
SDD	Solution Design Document
SLA	Service Level Agreement
SMS	Short Messaging Service
SOP	Standard Operating Procedure
SPOC	Single Point of Contact
SRS	Software Requirements Specification
STP	Sewage Treatment Plant
UAT	User Acceptance Test
UPS	Uninterruptible Power Supply
VMS	Video Management System

2.2. Abbreviations & Definitions:

2.3. Definitions

- The **Contract** means the documents forming the Tender and the acceptance thereof, the Letter of Award/Award Letter and the formal agreement, if any, executed between the competent authority on behalf of NBCC (India) Limited and the Service Provider/Contractor, together with all documents referred to therein, including the conditions of Contract, Scope of Work, technical specifications, functional requirements, approved designs, drawings, documents, schedules, annexures, addenda/corrigenda and written instructions issued from time to time by NBCC/Engineer-in-Charge. All such documents, when taken together, shall be deemed to constitute one Contract and shall be complementary to and read in conjunction with one another.

- NBCC (India) Limited, hereinafter referred to as **"NBCC"**, proposes to get the services and works covered under the Contract executed as an Implementing/Executing Agency on behalf of the Owner/Client.

- In the Contract, the following expressions shall, unless the context otherwise requires, have the meanings hereby respectively assigned to them:—

- **"APPROVAL"** means approval given in writing, including subsequent written confirmation of any previous verbal approval, by the competent authority of NBCC.

- **"BID/TENDER"** means the Service Provider's/Contractor's priced offer submitted to NBCC for execution and completion of the Scope of Work, including development, implementation, integration, commissioning, Operations & Maintenance and rectification of defects, in accordance with the provisions of the Contract, as accepted through the Letter of Award/Award Letter.

- **"BIDDER / CONTRACTOR / SERVICE PROVIDER"** means the individual, firm, LLP or company, whether incorporated or otherwise, whose Tender has been accepted by NBCC and with whom the Contract has been entered into for execution of the Scope of Work, and shall include its legal representatives, successors and permitted assigns.

- **"CONTRACT VALUE"** means the total amount for which the Tender is accepted by NBCC, as specified in the Letter of Award/Award Letter, including such components, taxes and adjustments as may be provided under the Contract.

- **"DELIVERABLES"** means all outputs, services, software, source code, applications, modules, databases, APIs, integrations, designs, documents, reports, dashboards, content, configurations, credentials, licences and other items required to be developed, supplied, configured, implemented, integrated, tested, commissioned, maintained or handed over by the Service Provider under the Contract.

- **"DRAWINGS / DESIGNS"** means all approved drawings, layouts, UI/UX designs, wireframes, architectural diagrams, system architecture, database designs, workflow diagrams and other design documents forming part of the Contract, including modifications or additions thereto approved by NBCC from time to time.

- **"DATE OF COMMENCEMENT OF WORK"** means the date from which the Service Provider is required to commence the Scope of Work, as specified in the Letter of Award/Award Letter or as otherwise notified by NBCC.

- **"ENGINEER-IN-CHARGE"** means the Engineer/Officer of NBCC whose name is intimated through the Letter of Award/Award Letter, or his duly authorised representative, who shall supervise and administer the Contract, issue necessary instructions to the Service Provider in respect of matters delegated to him and take such contractual actions as are permitted under the relevant provisions of the GCC/SCC.

- **"LANGUAGE"** means that all documents, software documentation, reports, manuals, correspondence and communications relating to the Contract shall ordinarily be in **English**, unless otherwise specifically approved by NBCC.

- **"LETTER OF AWARD / AWARD LETTER"** means NBCC's letter or notification conveying acceptance of the Tender of the successful Bidder/Service Provider, subject to such terms and conditions as may be stated therein.

- **"MONTH"** means an English Calendar Month and **"DAY"** means a Calendar Day of 24 hours.

- **"NBCC"** means **NBCC (India) Limited**, a company incorporated under the Companies Act and having its Registered Office at NBCC Bhawan, Lodhi Road, New

Delhi, or its administrative officers, engineers or other employees authorised to deal with any matter relating to the Contract on its behalf.

- **"OWNER / CLIENT"** means the Government, Organisation, Ministry, Department, Authority, Society, Cooperative, JV Entity or other body/entity which has awarded the Project to NBCC and/or appointed NBCC as Implementing/Executing Agency/Project Manager and/or for whom NBCC is acting as an agent and on whose behalf NBCC is entering into the Contract and getting the Scope of Work executed.

- **"PROJECT"** means Design, Development, Implementation of Website and Mobile Application Suite, AI based for Bharat Vandana Park including 3 Years Operations & Maintenance as per the terms and conditions laid in the Tender Document.

- **"SCOPE OF WORK"** means the complete scope of services and activities to be performed by the Service Provider under the Contract, including design, development, configuration, integration, testing, commissioning, implementation, training, documentation, hosting, security, Operations & Maintenance, support, updates and handover of the website, mobile application and associated digital systems/platforms, together with all incidental activities necessary for achieving the intended functionality and successful operation of the Project.

- **"SITE"** means the Bharat Vandana Park premises and such other locations, facilities, systems, offices or other places from/on/through which the Scope of Work is required to be executed, implemented, tested, operated or maintained, including locations identified or made available by NBCC/DDA for the purpose of the Contract.

- **"WRITING"** means any manuscript, typed, printed or electronically transmitted communication, statement, instruction, approval or document issued under or bearing the signature/seal or authenticated electronic communication of the authorised person, as applicable.

- **"WORKS / WORK"** shall, unless there is anything repugnant in the subject or context, mean and include all services, activities, deliverables and obligations required to be performed under the Contract, whether original, modified, substituted, additional, temporary or permanent, including all activities incidental or necessary for their proper completion and operation.

- **"WEBSITE"** means the complete official digital web portal/website of Bharat Vandana Park, including its front-end, back-end, CMS, databases, APIs, integrations, administrative panels, dashboards, content, security features, hosting environment and all associated components developed, configured or maintained under the Contract.

- **"MOBILE APPLICATION / APP"** means the complete mobile application(s) for Bharat Vandana Park, including the application interface, backend services, databases, APIs, integrations, administrative controls and all associated components developed, configured, deployed, updated and maintained under the Contract.

- **"SOURCE CODE"** means the complete human-readable programming code, scripts, configuration files, libraries, build/deployment files, database scripts and other development artefacts required to compile, modify, maintain, deploy and operate the Website, Mobile Application and associated software developed under the Contract.

- **"OPERATIONS & MAINTENANCE (O&M)"** means all activities required to keep the Website, Mobile Application, servers/cloud infrastructure, databases, integrations, APIs, security systems and other associated digital services operational, secure, updated and functional throughout the O&M period, including monitoring, preventive maintenance, corrective maintenance, bug fixing, updates, backups, security patches, performance optimisation and technical support.

- **"USER DATA / PROJECT DATA"** means all data, information, records, content, documents, visitor information, booking information, operational data, transaction data, analytics, reports and other information collected, generated, processed, stored or maintained through the Website, Mobile Application or associated systems in connection with the Project.

- **"PROPRIETARY / CONFIDENTIAL INFORMATION"** means all information, data, documents, designs, source code, system architecture, credentials, business information, operational information, security information and other material belonging to or provided by NBCC/DDA or generated in connection with the Project, which is not publicly available and is required to be kept confidential under the Contract.

- **"HEADINGS"** in the clauses and conditions of the Tender/Contract are for convenience only and shall not be used for interpretation of the relevant clause or condition.

- Words importing the singular meaning shall also include the plural and vice versa, wherever the context so requires. Words importing persons or parties shall include firms, LLPs, companies, corporations, organisations and other legal entities having the requisite legal capacity.

- **"MARKET RATE"** means the rate determined by the Engineer-in-Charge/NBCC on the basis of prevailing market rates for the relevant services, software, licences, cloud/infrastructure, manpower, materials, equipment and other resources required for execution of the relevant work, together with such percentage towards overheads and profit as may be specified elsewhere in the Tender/Contract.

- **"EXCEPTED RISKS"** means risks arising from events beyond the reasonable control of the Service Provider, including riots, war, invasion, acts of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, acts of Government/competent authorities, acts of God such as earthquake, lightning and unprecedented floods, and other similar causes which are accepted by NBCC as being beyond the reasonable control of the Service Provider, subject to the Force Majeure provisions of the Contract.

- Where any provision of the Contract refers to **"Goods", "Materials", "Equipment", "Services", "Software", "Systems" or "Digital Assets"**, such expressions shall, unless the context otherwise requires, include the corresponding hardware, software, licences, subscriptions, configurations, documentation, data, components and associated services required for proper execution and operation of the Scope of Work.

- “Abandons” means Bidder has reduced personnel at the Site or removed required equipment from the Site such that the Bidder would not be capable of maintaining or sufficiently discharging its obligations under the Contract.

- “Agreement” or “Contract” or “MSA" means the Master Services Agreement together with the Tender Document and all the Annexures, the Work Order issued by NBCC (India) Limited, the Acceptance letter from the Successful Bidder together with the Schedules and any addendum(s) or corrigendum(s) issued and shall include any modifications, alterations, additions, or deletions thereto agreed between the Parties in writing after the date hereof in terms of the Agreement.

- “Applicable Laws” includes all applicable statutes, enactments, acts of legislature or laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives, requirement or other governmental restriction and orders or judgements of any Governmental authority, tribunal, board, court or other quasi-judicial authority or other governmental restriction or any similar form of decision applicable to the relevant Party and as may be in effect on the date of execution of the Contract and during the subsistence thereof, applicable to the Project.

- “Bill of Material” or “BoM” means the bill of material regarding AI-based Application Suite for Bharat Vandana Park provided by bidder in its bid, stating the prices and the quantity of the materials to be procured by the bidder (on behalf of NBCC (India) Limited.

- “Confidential Information" means all information as defined in General Conditions of the Contract.

- “Data” shall mean any record, transaction, document and information related to the Project which includes, but not limited to, any matter or thing tangible or intangible, factual, fictitious or imaginary, hypothetical or abstract, known or unknown, accurate or inaccurate provided by NBCC (India) Limited to successful bidder and includes any thought, form or substance, or knowledge proposition or opinion supplied or recorded by man or machine and prepared, stored or transmitted in computer readable form and shall include information. However, the ownership of all the Data belongs to NBCC (India) Limited, and successful bidder would merely handle the data on behalf of NBCC (India) Limited.

- “Data Centre” or “DC” means the primary centre where Data, Software, computer systems and associated components, such as telecommunication and storage systems, redundant or backup power supplies, redundant data communications, environment controls and security devices and other services are housed and operated from.

- “Disaster Recovery Centre” or “DR” means the centre that is designed to act as the Data Centre on occurrence of a disaster/non-functioning of the DC.

- “Effective Date” means the date on which both the Parties execute the Contract.

- “Equipment” means the computer hardware, machinery and other tangible equipment’s used for the Project, pursuant to the Contract.

- “Go-Live” means the date on which proposed AI-based Application Suite for Bharat Vandana Park (Both Website & Mobile Application) is successfully implemented and integrated with existing applications/ portals and along with all the enhancements/ Functional/ Technical requirements specification as specified in the Tender Document and all the acceptance tests & certifications as defined in the Tender Document are successfully concluded to the satisfaction of NBCC (India) Limited.

- “Intellectual Property Rights" means all rights in written designs and copyrights, moral rights, rights in databases and software including its up-gradation systems and compilation rights (whether or not any of these are registered and including application for registration).

- “Performance Bank Guarantee” or “Contract Performance Guarantee” shall mean the guarantee provided by a Scheduled Commercial Bank / Nationalized Bank to NBCC (India) Limited on behalf of the Successful Bidder.

- “Project Assets” means the assets procured and/or developed and supplied by the Successful Bidder to NBCC (India) Limited for the purpose of the Project, pursuant to this Tender Document.

- “Project Data" means all proprietary data of the Project generated out of project operations and transactions, documents and related information including but not restricted to user data which the Successful Bidder obtains, possesses, or processes in the context of providing the Services to the users pursuant to the Contract and the Tender Document.

- “Project Location” shall include all NBCC (India) Limited site/s that shall require application and IT Infrastructure for smooth operations of the AI-based Application Suite for Bharat Vandana Park.

- "Proprietary Information" means processes, methodologies, and technical and other information, including drawings, designs, formulae, flow charts, data and computer programs already owned by, or granted by third parties to a Party hereto prior to its being made available under this Tender Document.

- “Purchaser” means NBCC (India) Limited, New Delhi.

- “Recovery Point Objective” means the maximum data loss incurred when the AI-based Application Suite for Bharat Vandana Park at the DR site takes over during disaster recovery.

- “Recovery Time Objective” means the maximum time by which AI-based Application Suite for Bharat Vandana Park including app servers, web servers, database servers with security appliances to come online after switchover from primary DC to DR during disaster recovery.

- "Replacement Service Provider " means any third party that NBCC (India) Limited may appoint to replace the Service Provider upon expiry of the Term or otherwise termination of Contract to undertake the Services or part thereof.

- “Request for Proposal (Tender Document)” means the documents containing the general, technical, functional, commercial, and legal specifications for the implementation of the AI-based Application Suite for Bharat Vandana Park including different Annexures and includes the clarifications, explanations, minutes of the meetings, corrigendum(s) and amendment(s) issued from time to time during the bidding process and on the basis of which bidder has submitted its Proposal.

- "Service Level" means the level of service and other performance criteria which shall apply to the Services by the Successful Bidder as set out in this Tender Document.

- “Service Specifications” means and includes detailed description, statements to technical data, performance characteristics, and standards (Indian as well as International) as applicable and as specified in the Contract as well as those specifications relating to Industry standards and codes applicable to the performance of the Services and Scope of Work, work performance quality and the specifications affecting the Services and Deliverables or any additional specification required to be produced by the bidder to meet its obligations under this Tender Document.

- "Services" means the services to be performed by the Successful Bidder in pursuant to the Contract more elaborately provided in the Tender Document using the tangible and intangible assets created, procured, installed, managed, and operated by the Successful Bidder including the tools of information and communications technology includes but is not limited to the list of services specified in the Tender Document.

- “Software” means the software designed, developed/customized, tested and deployed by the successful Bidder for the purposes of the Project and includes the source along with associated documentation, which is the work product of the development efforts involved in the Project and the improvements and enhancements effected during the Term of the Project, but does not include the third party software products (including the COTS products/Be-spoke implementation used for the Project) and proprietary software components and tools deployed by the Successful Bidder.

- “Solution” means all the hardware, equipment, servers, third party tools, databases, and software provided by successful bidder to meet the functional and technical requirements of NBCC (India) Limited and required to make it work as complete AI-based Application Suite for Bharat Vandana Park.

- “Service Provider” means the Successful Bidder selected by this tendering process for the Implementation & Maintenance of AI-based Application Suite for Bharat Vandana Park.

- “Tender” or “Tender Document” means Tender Document.

- “Term” means the period of the Contract commencing from the Effective Date and continuing till the last day of Operations & Maintenance Services, or the date of termination, in case of earlier termination of the Contract.

- "Third Party Solution" means Systems (or any part thereof) in which the Intellectual Property Rights are owned by a third party and to which successful bidder or NBCC (India) Limited has been granted a license to use.

- “Timelines” means the timelines for performance of Scope of Work as described in the Tender Document.

- “Working Day” means any day on which any of the office of NBCC (India) Limited shall be functioning, including gazetted holidays, restricted holidays or other holidays, Saturdays, and Sundays.

2.4. INTRODUCTION

Bharat Vandana Park at Sector-20, Dwarka, New Delhi is one of India's largest integrated recreational and cultural parks comprising iconic monuments, thematic landscapes, water bodies, recreational infrastructure, cultural plazas and public facilities.

NBCC (India) Limited intends to appoint a Service Provider to Design, Development, Implementation, and Operations & Maintenance of Integrated AI-based Website and Mobile Application Suite for Bharat Vandana Park. The scope shall include, but not be limited to, the following:

2.5. Vision and Objectives of Integrated AI-based Application Suite for Bharat Vandana Park

The objective of the digital stack is to transform Bharat Vandana Park into a smart, safe, sustainable, and visitor-centric public space, supported by a single integrated digital platform that enables seamless visitor experiences, efficient park operations, strong governance, and data-driven decision-making.

The platform shall unify visitor services, operations & maintenance, safety & security, events & commerce, sustainability monitoring, and administrative governance into a common digital ecosystem, scalable for future expansion and replication across other large urban parks.

The integrated digital platform shall be guided by the following design principles:

- **One Park:** One Platform: No siloed systems; common data backbone.
- **Mobile-First Operations:** Field staff and supervisors operate primarily through mobile apps.
- **Offline-Resilient:** Core workflows functional even during network outages.
- **Privacy & Security by Design:** Compliance with Indian IT, data protection, and surveillance norms.
- **Phased Implementation:** Early public value with progressive capability build-up.
- **Open & Interoperable:** API-driven, vendor-agnostic integrations

2.6. STAFFING REQUIREMENTS

The selected Service Provider shall deploy a dedicated, adequately qualified and experienced project team for the entire Contract Period to ensure effective planning, coordination, design, development, implementation, commissioning, training, Go-Live support and subsequent Operations & Maintenance of the Website and Mobile Application Suite for Bharat Vandana Park.

The Service Provider shall, at a minimum, deploy a suitably qualified Project Manager/Project Director as the single point of contact for NBCC/DDA, supported by an appropriate multidisciplinary team comprising personnel having relevant expertise in UI/UX design, software/application development, mobile application development, database management, cloud/hosting infrastructure, cybersecurity, GIS, API/integration, testing and quality assurance, DevOps, content management, technical support and Operations & Maintenance, as required for successful execution of the Scope of Work.

The Project Manager/Project Director shall be responsible for overall project planning, resource mobilisation, coordination with NBCC/DDA and other stakeholders, monitoring of deliverables and milestones, resolution of technical and operational issues, quality assurance, timely implementation and ensuring compliance with the Contract requirements.

The Service Provider shall submit, prior to commencement of the work, a detailed organisation structure and staffing deployment plan, indicating the proposed manpower, roles and responsibilities, qualifications, experience, deployment period and level of involvement of each key resource. The proposed key personnel shall be subject to review and acceptance by NBCC.

The Service Provider shall ensure continuity of key personnel throughout the implementation and O&M periods. Replacement of the Project Manager/Project Director or other key personnel shall not be made without prior written approval of NBCC, except in unavoidable circumstances. Any replacement shall be with personnel of equal or higher qualification, experience and competence and shall not adversely affect the progress or quality of the services.

The Service Provider shall deploy additional resources, wherever required, to meet the approved implementation schedule, resolve critical issues, handle peak traffic/visitor loads, support major events, undertake security or performance-related interventions and maintain the prescribed Service Levels. No additional payment shall be admissible on account of deployment of additional manpower/resources required for satisfactorily performing the Scope of Work and meeting the contractual obligations.

The Service Provider shall ensure that all personnel deployed on the Project comply with the security, confidentiality, data protection, access-control and other applicable requirements of NBCC/DDA and Bharat Vandana Park.

The manpower proposed by the Service Provider shall be deemed to be fully included in the quoted Contract Price, and NBCC shall have no liability towards salaries, remuneration, statutory dues, deployment expenses, travel, accommodation, insurance or any other employment-related or personnel-related expenditure of the Service Provider.

3. Scope of Work

The service provider shall undertake the **Design, Development, Implementation of Website and Mobile Application Suite for Bharat Vandana Park including 3 Years Operations & Maintenance** on behalf of NBCC (Purchaser). The scope of work to be executed by the Service Provider is described in detail below. Advanced analytics, AI-based features, real-time IoT integrations, and immersive experience features etc., are included in the present scope.

All efforts have been made to define the Scope of Work for the successful bidder in this document in respect of tendered work. However, defined Scope of Work specified in this document is indicative only but not limited to. All works, which are required to successful **Design, Development, Implementation of Website and Mobile Application Suite for Bharat Vandana Park including 3 Years Operations & Maintenance** and handover the work to NBCC / client, even if they are not specified in this document are comes under the Scope of Work for the successful bidder. All the bidders are encouraged to send their queries seek their clarifications, if any in this respect within the stipulated time period. It may be noted that no extra payment, whatsoever will be admissible to the successful bidder on account of merely non mention of any particular work / component / equipment / scheme in this document.

3.1. Systems Requirement Study

a. The Service Provider shall conduct a structured Systems Requirement Study to develop a comprehensive understanding of the functional and operational requirements of the Integrated AI-based Application Suite for Bharat Vandana Park, covering all stakeholder groups and functional domains specified in the Tender Document/ Blueprint.

b. The Service Provider shall prepare Functional Requirement Specifications (FRS) and System Requirement Specifications (SRS) through structured consultation with NBCC and its designated representatives, incorporating inputs from relevant user groups including park operations, visitor services, event management, vendor management, sustainability monitoring, and administrative functions.

c. The FRS and SRS prepared by the Service Provider shall be submitted to NBCC for review and inputs. All accepted revisions shall be incorporated prior to finalisation.

d. A formal written sign-off on the approved FRS and SRS shall be obtained from NBCC prior to commencement of solution design.

e. The Service Provider shall maintain a Requirements Traceability Matrix (RTM) to ensure that all requirements captured in the FRS/ SRS are traceable to corresponding design elements, development outputs, and test cases throughout the project lifecycle.

3.2. Solution Design

a. The Service Provider shall design an integrated solution architecture for the Integrated AI-based Application Suite for Bharat Vandana Park that meets all functional and non-functional requirements defined in the approved SRS, ensuring interoperability across all platform modules and user channels.

b. The solution design shall encompass, but shall not be limited to, the following: application architecture covering web and mobile, user interface

Digitally signed by DEEPAK KUMAR SONI
Date: 2026.09.29 16:50:15 IST

design, database structures, security architecture, role-based access control (RBAC), API design and integration architecture, and cloud infrastructure topology.

c. The platform shall be built on the foundational design principle of 'One Park – One Platform,' with a unified data backbone, role-based access control (RBAC), and a workflow engine enabling process management across all functional domains.

d. The platform shall be hosted on designated cloud infrastructure, with appropriate security controls and availability provisions consistent with the requirements of the project.

e. The solution architecture shall be designed to be open and interoperable through API-driven, vendor-agnostic integration interfaces. The architecture shall be extensible to accommodate future enhancements such as IoT device management, event streaming, and AI/ML-based analytics, as envisaged in the Tender Document as future-scope capabilities, and shall not constitute present-scope implementation commitments.

f. The solution shall be designed to be offline-resilient for core operational workflows, enabling continued functionality for field staff and supervisors during periods of partial or intermittent network availability.

g. The Service Provider shall submit the Solution Design Document (SDD), comprising High-Level Design (HLD) and Low-Level Design (LLD), to NBCC for review and shall obtain formal sign-off prior to the commencement of development.

3.3. Indicative List of Modules

The Integrated AI-based Application Suite for Bharat Vandana Park shall comprise the following functional modules, aligned to the scope of digital interventions specified in the Tender Document:

3.3.1. Visitor Experience Platform

- Visitor mobile application (Android / iOS / PWA)
- Web portal for Park Information, announcements, and navigation
- Interactive GIS-based park map with zones, attractions, amenities, and points of interest
- QR-based ticketing, time-slot entry, and pass management with payment gateway integration
- AR/audio cultural guides for Mini India, Cultural Zone (Wall of India) and other Park Attractions as directed by the NBCC.
- Multilingual content support (Hindi, English, and regional languages)
- Geo-tagged visitor feedback, grievances, and suggestions management
- Any other modules as directed by the NBCC

3.3.2. Events, Culture & Community Management

- Event calendar and venue booking management
- Digital approvals, scheduling, and publishing workflows for events
- Ticketed, paid / free and all kind of event, festivals, fairs, marathons, special events etc., management
- School tours, guided walks, yoga sessions, and cultural programme scheduling

- Volunteer and membership programme management
- Any other modules as directed by the NBCC

3.3.3. Operations & Maintenance (O&M) Platform

- Centralised asset registry covering Built-up area details, Restaurants, Park Inventory, lights, pumps, toilets, bridges, signage, and rides etc.,
- Preventive and corrective maintenance scheduling and tracking
- Mobile work orders with geo-fencing and photo evidence capture
- AMC/vendor tracking and SLA monitoring
- Housekeeping and toilet cleanliness workflow management
- Horticulture lifecycle management (plants, irrigation scheduling, pruning records)
- Any other modules as directed by the NBCC

3.3.4. Safety, Security & Incident Management

- Centralised incident reporting for visitors and staff
- Workflow-based emergency response, escalation, and resolution management, QRT Vehicle Alert etc.,
- Integration with CCTV / Video Management Systems (VMS) for metadata and alert ingestion
- Zone-based public announcement and alert management via PA system integration
- Lost and found management
- Safety and incident dashboards
- Any other modules as directed by the NBCC

3.3.5. Commerce, Vendors & Revenue Enablement

- Vendor onboarding and compliance portal
- Digital contracts, licenses, and renewals management
- Payment gateway integration for ticketing, POS, and commercial transactions
- Dynamic pricing configuration for experiences (boating, skywalk, guided tours)
- Revenue dashboards by zone and vendor
- Advertisements & Sponsorship revenue management
- Any other modules as directed by the NBCC

3.3.6. Sustainability & Environment Monitoring

- STP and treated water reuse tracking via compliance dashboards
- Waste management and segregation audit workflows
- Solar generation and carbon offset dashboards
- Lake and water body health monitoring dashboards
- Unified utility monitoring for water and power consumption
- Any other modules as directed by the NBCC

3.3.7. Administration, Governance & HR

- Role-based administrative dashboards for NBCC and park management
- Digital Standard Operating Procedures (SOPs), training modules, and audit management
- Contract and SLA governance
- Budget, OPEX/CAPEX tracking and reporting
- Compliance and inspection reporting
- Any other modules as directed by the NBCC

3.3.8. Core Platform & Data Layer

- Identity and Access Management (role-based access control)
- Workflow engine
- GIS and Map Services
- Centralised data layer
- Unified operational dashboards, KPI monitoring, and alerts
- Notification engine (SMS / WhatsApp)
- Cloud infrastructure (compute, database, storage, backups, monitoring)
- Any other modules as directed by the NBCC

3.4. Development / Configuration and Deployment of Integrated Digital Platform

(a) The Service Provider shall undertake the development and/or configuration of the Integrated AI-based Application Suite for Bharat Vandana Park, including all functional modules specified in the approved SRS and Solution Design Document, and covering web portal, visitor mobile application (Android/iOS/PWA), and staff mobile application interfaces.

(b) The Service Provider shall deploy the platform on the designated cloud infrastructure, ensuring that all application components and dependent services are provisioned, configured, and operationally ready prior to the commencement of User Acceptance Testing.

(c) All development and configuration activities shall adhere to the approved architectural design, coding standards, and security guidelines.

(d) The platform shall be designed and built as mobile-first, with offline-resilient core operational workflows for field staff and supervisors.

(e) All software components shall be developed or configured using open-source or license-free technologies wherever feasible, consistent with the Tender Document's stated assumptions, with costs reflecting configuration, customization, integration, testing, and support efforts.

3.5. Integration

(a) The Service Provider shall identify and implement all integrations with external systems and services as specified in the Tender Document, ensuring reliable data exchange between the Integrated AI-based Application Suite for Bharat Vandana Park and third-party systems.

(b) The integrations to be implemented shall include the following:

(i) CCTV / Video Management Systems (VMS): integration for metadata and alert ingestion into the Safety and Incident Management module.

(ii) Public Address (PA) Systems: integration for zone-based announcements and emergency alerts.

(iii) Payment Gateways: integration for processing cashless transactions across ticketing, POS, and commercial experiences.

(iv) SMS and WhatsApp Notification Services: integration for visitor and staff communications and alert notifications.

(c) All integrations shall be implemented through well-defined, documented APIs, consistent with the platform's open and interoperable architecture.

(d) Integration testing shall be conducted for each interface, and results shall be documented and submitted to NBCC for review prior to UAT.

3.6. Solution Testing

(a) The Service Provider shall design and execute a testing strategy covering all functional modules and integration interfaces of the Integrated AI-based Application Suite for Bharat Vandana Park, supported by a Requirements Traceability Matrix (RTM), test plans, and test cases.

(b) Testing shall include, but shall not be limited to, the following types:

(i) Unit Testing: verification of individual components and functions.

(ii) System Testing: end-to-end functional validation of all modules.

(iii) Integration Testing: validation of data exchange and workflow continuity across integrated systems.

(iv) Performance and Load Testing: validation of system responsiveness under anticipated load conditions.

(v) Regression Testing: ensuring resolved defects do not reintroduce issues in previously tested functionality.

(c) All testing shall be conducted in accordance with a test plan submitted to and approved by NBCC prior to commencement.

(d) The Service Provider shall document test results and shall resolve all defects identified during each testing cycle.

3.7. Initial Data Setup / Configuration

(a) The Service Provider shall carry out the initial data setup and baseline configuration of the Integrated AI-based Application Suite for Bharat Vandana Park, including loading of master data required for platform operations, such as asset registry, park zone configurations, GIS layers, user roles and access profiles, vendor master data, event categories, sustainability monitoring parameters, and administrative reference data.

(b) The scope and format of initial data setup shall be mutually agreed and formally documented between the Service Provider and NBCC prior to commencement of data loading activities.

(c) The Service Provider shall prepare and submit a Data Setup Approach document to NBCC for review and approval prior to execution, covering data formats, validation rules, and loading procedures.

(d) Any discrepancies or corrections identified by NBCC during the initial data setup exercise shall be addressed by the Service Provider within the implementation phase.

3.8. User Acceptance Testing

(a) The Service Provider shall facilitate and support the conduct of User Acceptance Testing (UAT) of all modules of the Integrated AI-based Application Suite for Bharat Vandana Park by NBCC and its designated park stakeholders.

(b) UAT shall encompass the following activities:

(i) Development of UAT test scripts and scenarios covering all functional workflows and business use cases.

(ii) Functional scenario testing for all platform modules;

(iii) Business workflow validation to confirm operational readiness across all user groups.

(c) The Service Provider shall prepare UAT test scripts and shall provide the necessary testing tools and environments required for UAT execution.

(d) The Service Provider shall track and resolve all defects raised during UAT and shall facilitate re-testing by NBCC for resolved items.

(e) A formal UAT Sign-Off Certificate, signed by NBCC, confirming the successful completion of UAT across all modules, shall be obtained prior to go-live.

3.9. Comprehensive Training

(a) The Service Provider shall provide role-based training to identify user groups of the Integrated AI-based Application Suite for Bharat Vandana Park, enabling users to effectively operate the platform within their respective functional roles.

(b) Training shall be designed and delivered for the following user categories:

(i) Senior Administrators, NBCC officials, and DDA representatives.

(ii) Park Operations Staff, including housekeeping, horticulture, electrical, and plumbing personnel.

(iii) Security and Emergency Response Personnel.

(iv) Event Management and Cultural Programme Teams.

(v) Vendors, Concessionaires, and commercial partners.

(vi) System Administrators and IT support personnel.

(c) The Service Provider shall prepare a Training Plan covering training mode, curriculum content for each user group, schedule, and materials, and shall submit it to NBCC for approval prior to commencement of training.

(d) Training materials shall be prepared and delivered in both Hindi and English, consistent with the multilingual requirements of the platform.

3.10. Go-Live

(a) The Service Provider shall plan and execute the transition of the Integrated AI-based Application Suite for Bharat Vandana Park from the staging and testing environment to the production environment, ensuring all module configurations, master data, user roles, integration settings, and workflow configurations are accurately replicated in production.

(b) The Service Provider shall carry out a pre-go-live readiness assessment to validate that all critical system components, integrations, and data elements are correctly configured and operational.

(c) The Service Provider shall provide hypercare support for a period of two (2) months following go-live, in accordance with the Tender Document, to ensure resolution of operational issues encountered during the stabilization period.

(d) A formal Go-Live Certificate, acknowledged by NBCC, shall be produced upon successful stabilization of the platform in the production environment.

3.11. Documentation

a. The Service Provider shall prepare and submit a comprehensive set of project documentation, including, but not limited to, the following:
   i. Functional Requirements Specifications (FRS)
   ii. System Requirements Specifications (SRS)
   iii. Solution Design Document (SDD), comprising High-Level Design (HLD) and Low-Level Design (LLD)
   iv. Requirements Traceability Matrix (RTM)
   v. Test Plans, Test Cases, and Test Results
   vi. User Manuals (for all user categories)
   vii. Operations Manual
   viii. Administrator Manual
   ix. API Documentation.

b. All documents shall be submitted to NBCC for review and formal sign-off. Revisions recommended by NBCC shall be incorporated before finalisation.

c. The Service Provider shall ensure that primary documentation is completed and signed off prior to the declaration of go-live. Periodic revisions shall be made as required to reflect changes made to the platform during the O&M period.

3.12. Support during Operations & Maintenance

a. The Service Provider shall provide Operations and Maintenance (O&M) support for the Integrated AI-based Application Suite for Bharat Vandana Park for a period of three (3) years post go-live, as specified in the Tender Document.

b. The scope of O&M support shall be as follows:
   i. L1 and L2 application support
   ii. Bug fixes
   iii. Minor enhancements within agreed scope
   iv. Infrastructure operations
   v. Monitoring
   vi. Backups

vii. Security patching

viii. SLA reporting

ix. Daily Footfall Data Reporting : Overall / area / zone /attraction / event wise

c. Support shall be provided as part of O&M scope, per the terms agreed in the O&M contract.

3.13. Knowledge Transfer/ Exit Management

a. The Service Provider shall provide a structured Knowledge Transfer programme to NBCC and/or its designated successor service provider at the conclusion of the contract term, to ensure continuity of platform operations.

b. The Knowledge Transfer programme shall cover platform architecture and configuration, operational procedures and maintenance workflows, integration interface documentation, security settings, and system administration procedures.

c. The Service Provider shall prepare and submit a Knowledge Transfer Plan to NBCC outlining the programme structure, schedule, and deliverables.

d. As part of exit management, the Service Provider shall submit all updated project documentation and assets, including FRS, SRS, SDD, Source Code Repository, Deployment Scripts, User Manuals, Operations Manual, Administrator Manual, API Documentation, Change Management Records, and Risk Register.

3.14. Scope of Contract

1) Purchaser has engaged the successful bidder for Implementation & Maintenance of AI-based Application Suite for Bharat Vandana Park of NBCC (India) Limited. The Bidder is required to provide such Services, support and infrastructure as the Purchaser may deem proper and necessary, during the term of this Contract, and includes all such processes and activities which are consistent with the proposals set forth in the Bid, the Tender Document and the Contract and are deemed necessary by the Purchaser, in order to meet its business requirements (hereinafter ‘Scope of Work’).

2) If any services, functions, or responsibilities not specifically described in this Contract are an inherent, necessary, or customary part of the Services or are required for proper performance or provision of the Services in accordance with this Contract, they shall be deemed to be included within the Scope of Work to be delivered for the Charges, as if such services, functions, or responsibilities were specifically described in this Contract.

3) The Purchaser / NBCC reserves the right to amend any of the terms and conditions with mutual agreement in relation to the Scope of Work and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the Scope of Work pursuant to Clause of Change Control / Deviations.

3.15. Key Performance Measurements

1) Unless specified by the Purchaser to the contrary, the Bidder shall perform the Services and carry out the Scope of Work in accordance with the terms of this Contract, Scope of Work and the Service Specifications as laid down in the Tender Document.
2) If the Contract, Scope of Work, Service Specification includes more than one document, then unless the Purchaser specifies to the contrary, the later in time shall prevail over a document of earlier date to the extent of any inconsistency.
3) The Purchaser reserves the right to amend any of the terms and conditions in relation to the Contract/Service Specifications and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the Scope of Work. These changes shall be carried as per mutual consent.

3.16. Commencement and Progress

1) The Bidder shall be subject to the fulfilment of the condition’s precedent set out in Clause of Conditions Precedent, commence the performance of its obligations in a manner as specified in the Scope of Work
2) The Bidder shall proceed to carry out the activities/Services with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract.
3) The Bidder shall be responsible for and shall ensure that all Services are performed in accordance with the Contract and Tender Document and that the Bidder’s Team complies with such specifications and all other standards, terms and other stipulations/conditions set out hereunder.
4) The IT Infrastructure, if any supplied under this Contract shall conform to the standards mentioned in the Tender Document, and, when no applicable standard is mentioned, to the authoritative standards, such standard shall be the latest issued by the concerned institution. Delivery of the IT Infrastructure shall be made by the Bidder in accordance with the terms specified by the Purchaser in its Work Order.

3.17. Standards of Performance

The Bidder shall perform the Services and carry out its obligations under the Contract with due diligence, efficiency, and economy, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and consulting standards recognized by international professional bodies and shall observe sound management, engineering and security practices. It shall employ appropriate advanced technology and engineering practices and safe and effective equipment, machinery, material, and methods. The Bidder shall always act, in respect of any matter relating to this Contract, as faithful advisors to the Purchaser and shall, at all times, support and safeguard the Purchaser's legitimate interests in any dealings with Third Parties.

3.18. Sub-contract

The successful Bidder shall provide all the Services through its own company, and sub-contracting may be avoided. However, if sub-contracting for specialised work is required, the successful Bidder shall obtain written approvals from NBCC (India) Limited.

3.19. Bidder's Obligations

1) The Bidder's obligations shall include Solution Design, Development, Procurement, Configuration, Testing, Commissioning, and Operations & Maintenance and provision of all Services and Deliverables covering associated hardware and Software as specified by the Purchaser in the Scope of Work and other sections of the Tender Document and Contract and changes thereof to enable the Purchaser to meet their objectives and operational requirements. It shall be the Bidder's responsibility to ensure the proper and successful implementation, performance, and continued operations of the proposed solution in accordance with and in strict adherence to the terms of his Bid, the Tender Document, and this Contract.
2) In addition to the aforementioned, the Bidder shall perform the Services specified by the 'Scope of Work' requirements as specified in the Tender Document and changes thereof.
3) The Bidder shall ensure that the Bidder's Team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Contract. The Bidder shall ensure that the Services are performed through the efforts of the Bidder's Team, in accordance with the terms hereof and to the satisfaction of the Purchaser. Nothing in this Contract relieves the Bidder from its liabilities or obligations under this Contract to provide the Services in accordance with the Contract and the Bid to the extent accepted by the Purchaser.
4) The Bidder shall be responsible on an ongoing basis for coordination with other vendors and agencies of the Purchaser in order to resolve issues and oversee implementation of the same.
5) Obligations related to IT Infrastructure
    a) The Bidder shall supply equipment/components including associated accessories and Software as under this Contract and Configuration, Implementation, Testing, Commissioning, Operations & Maintenance of those components during the entire period of Contract.
    b) In case of any dissatisfaction or default on part of the Bidder in providing the level of support desired by the Purchaser in relation to the IT Infrastructure supplied by the Bidder, the Bidder shall extend the necessary support required to meet the commitments without any financial liability to the Purchaser.
    c) It is expected that bidder shall ensure that the equipment/components being supplied by him shall be supported for entire duration of the contract
    d) If the same is not supported by the OEM for any reason whatsoever, the Bidder shall replace it with an equivalent or better substitute that is acceptable to

Purchaser without any additional cost to the Purchaser and without impacting the performance of the Solution in any manner whatsoever.

e) In case of any problems/issues arising due to integration of the IT Infrastructure supplied by the Bidder with any other component(s)/product(s) under the purview of the overall solution, the Bidder shall replace the required component(s) with an equivalent or better substitute that is acceptable to Purchaser without any additional cost to the Purchaser and without impacting the performance of the solution in any manner whatsoever.

f) The Bidder shall supply and/or install all new releases, versions, any type of updates, upgrade patches and/or bug fixes for the firmware or software from time to time at no additional cost to the Purchaser.

g) The Bidder shall ensure that the preventive maintenance on a monthly basis and break-fix maintenance is conducted in accordance with the specifications of the components and the best practices followed in the industry without any additional costs to the Purchaser.

h) The Bidder shall make provision for the required critical spares/components as directed by the NBCC.

i) The Bidder shall extend necessary assistance, consultancy, and services to the Purchaser beyond the defined Scope of Work to resolve issues related to the components supplied by him, under critical and unforeseen situations.

j) The Bidder should provide technology refresh information to the Purchaser as and when the OEM comes out with the same.

k) The Bidder shall ensure that it is in compliance with all Applicable Laws at all times while discharging its Scope of Work

l) The Bidder shall ensure that it has procured all necessary permits and consents that maybe required to discharge its Scope of Work effectively.

m) The Bidder shall be required to maintain absolute integrity while handling data related to the park and under no circumstances the same shall be shared/ sold/ shown to any third parties without prior approval of NBCC (India) Limited.

3.20. Bidder's Representative:

The Bidder's Representative shall have all the powers requisite for the performance of Services under this Contract. The Bidder's Representative shall liaise with the Purchaser for the proper coordination and timely completion of the works and on any other matters pertaining to the works. He shall extend full co-operation to Purchaser in the manner required by them for supervision/inspection/observation of the IT Infrastructure, procedures, performance, reports, and records pertaining to the works. He shall also have complete charge of the Bidder's personnel engaged in the performance of the works and to ensure internal discipline, compliance of rules, regulations, and safety practice. He shall also co-ordinate and co-operate with the other service providers of the Purchaser working at the site/offsite for activities related to planning, execution of Scope of Work and providing Services under this Contract.

3.21. Reporting Progress

a) The Bidder shall monitor progress of all the activities related to the execution of this Contract and shall submit to the Purchaser, at no extra cost, **progress reports** with reference to all related work, milestones, and their progress during the implementation phase at the end of each month or before the expiry of the last day of each month.

b) Post implementation, the Bidder shall submit to the Purchaser, MIS reports as an ongoing basis. Extracts of the progress report to be termed, as “Executive Summary” shall be submitted in **2 hard copies**, along with **2 soft copies**. Formats for such reporting shall be discussed at the Kick-Off meeting. The Purchaser on mutual agreement between both parties may change the periodicity and dissemination mechanism of such reports.

c) Periodic meetings shall be held between the representatives of the Purchaser and the Bidder once in every 15 days during the implementation phase to discuss the progress of implementation, or as-and-when decided by NBCC (India) Limited. After the implementation phase is over, the meeting shall be held on an ongoing basis, once in every 30 days to discuss the performance of the Contract, or as-and-when decided by NBCC (India) Limited.

d) The Bidder shall ensure that the respective solution teams involved in the execution of work are part of such meetings.

e) Project Review Committee involving Purchaser and authorized representative of Bidder shall be formed for the purpose of this Contract. This committee shall meet at intervals, as decided by the Purchaser later, to oversee the progress of the Project.

f) The IT Infrastructure, Services, and manpower to be provided/deployed by the Bidder under the Contract and the manner and speed of implementation & maintenance of the work and Services are to be conducted in a manner to the satisfaction of Purchaser in accordance with the Contract.

g) The Purchaser reserves the right to inspect and monitor/assess the progress/performance of the work/services at any time during the course of the Contract. The Purchaser may demand and upon such demand being made, the Bidder shall provide documents, data, material, or any other information which the Purchaser may require, to enable it to assess the progress/performance of the Work/Service.

h) At any time during the course of the Contract, the Purchaser shall also have the right to conduct, either itself or through an independent audit firm appointed by the Purchaser as it may deem fit, an audit to monitor the performance by the Bidder of its obligations/functions in accordance with the standards committed to or required by the Purchaser and the Bidder undertakes to cooperate with and provide to the Purchaser / any other Bidder appointed by the Purchaser, all documents and other details as may be required by them for this purpose

i) Should the rate of progress of the works or any part of them at any time fall behind the stipulated time for completion or is found to be too slow to ensure

Digitally signed by DEEPAK KUMAR SONI
Date: 2026.09.19 16:59:45 IST

completion of the works by the stipulated time, or is in deviation to Tender Document requirements/standards, the Purchaser shall so notify the Bidder in writing.

j) The Bidder shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the works by the prescribed time or to ensure compliance to Tender Document requirements. The Bidder shall not be entitled to any additional payment for taking such steps. If at any time it should appear to the Purchaser that the actual progress of work does not conform to the approved programme the Bidder shall produce at the request of the Purchaser a revised programme showing the modification to the approved programme necessary to ensure completion of the works within the time for completion or steps initiated to ensure compliance to the stipulated requirements.

k) The submission seeking approval by the Purchaser of such programme shall not relieve the Bidder of any of his duties or responsibilities under the Contract.

l) In case during execution of works, the progress falls behind schedule or does not meet the Tender Document requirements, Bidder shall deploy extra manpower/resources to make up the progress or to meet the Tender Document requirements. Programme for deployment of extra manpower/resources shall be submitted to the Purchaser for its review and approval, which approval shall not be unreasonably withheld. All time and cost effect in this respect shall be borne, by the Bidder within the Contract Value.

3.22. Knowledge of Site Conditions

a) The Bidder shall be deemed to have understood the requirements and have satisfied himself with the Data contained in the Bidding Documents, the quantities and nature of the works and materials necessary for the completion of the works, etc., and in-general to have obtained himself all necessary information of all risks, contingencies and circumstances affecting his obligations and responsibilities therewith under the Contract and his ability to perform it. However, if during delivery or installation, Bidder observes physical conditions and/or obstructions affecting the work, the Bidder shall take all measures to overcome them.

b) Bidder shall be deemed to have satisfied himself as to the correctness and sufficiency of the Contract Price for the works. The consideration provided in the Contract for the Bidder undertaking the works shall cover all the Bidder's obligation and all matters and things necessary for proper execution and maintenance of the works in accordance with the Contract and for complying with any instructions which the Purchaser may issue in accordance with the connection therewith and of any proper and reasonable measures which the Bidder takes in the absence of specific instructions from the Purchaser.

c) The Bidder shall have conducted its own due diligence with regard to the information contained in the Tender Document. The Purchaser does not make any representation or warranty as to the accuracy, reliability, or completeness of the information in this Tender Document and it is not possible for the Purchaser to consider particular needs of each Bidder who reads or uses this Tender Document. Each prospective Bidder should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this Tender Document and obtain independent advice from appropriate sources.

d) The Purchaser shall not have any liability to any prospective Bidder or any other person under any laws (including without limitation the law of contract or tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this Tender Document, any matter deemed to form part of this Tender Document, the declaration of the Bidders, the information supplied by or on behalf of the Purchaser or its employees, any consultants, or otherwise arising in any way from the bidding process. The Purchaser shall also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon any statements contained in this Tender Document.

3.23. Program of Work

a) Within 20 days after the award of work under this Contract, the Bidder shall submit to the Purchaser for its approval a detailed project plan showing the sequence, procedure and method in which he proposes to carry out the works as stipulated in the Contract and shall, whenever reasonably required by the Purchaser furnish in writing the arrangements and methods proposed to be made for carrying out the works. The programme so submitted by the Bidder shall conform to the duties and periods specified in the Contract. The Purchaser and the Bidder shall discuss and agree upon the work procedures to be followed for effective execution of the works, which the Bidder intends to deploy and shall be clearly specified. Approval by the Purchaser of a programme shall not relieve the Bidder of any of his duties or responsibilities under the Contract.

b) If the Bidder’s work plans necessitate a disruption/shutdown in Purchaser’s operation, the plan shall be mutually discussed and developed so as to keep such disruption/shutdown to the barest unavoidable minimum. Any time and cost arising due to failure of the Bidder to develop/adhere such a work plan shall be to his account.

3.24. Bidder’s Organization

a) The Bidder’s Team shall be deployed for execution of work and provision of Services under this Contract shall comprise of manpower resources with skills and expertise as mentioned in **Scope of Work**

b) The Bidder shall supply to the Purchaser for its approval, within 20 days after the release of Letter of Award under this Contract, an organization chart showing the proposed organization/manpower to be established by the Bidder for execution of the work including the identities and Curriculum-Vitae of the key personnel to be deployed.

c) The Bidder should to the best of his efforts, avoid any change in the organization structure proposed for execution of this Contract or replacement of any manpower resource appointed for AI-based Application Suite for Bharat Vandana Park. If the same is however unavoidable, due to circumstances such as the resource leaving the Bidder's organization, the outgoing resource shall be replaced with an equally competent resource on approval from the Purchaser. The Bidder shall promptly inform the Purchaser in writing, if any such revision or change is necessary.

d) In case of replacement of any manpower resource, the Bidder should ensure efficient knowledge transfer from the outgoing resource to the incoming resource and adequate hand-holding period and training for the incoming resource in order to maintain the continued level of service.

e) All manpower resources deployed by the Bidder for execution of this Contract must strictly adhere to the attendance reporting procedures and make their Services available for the entire reporting time period.

f) The Bidder shall provide necessary supervision during the execution of work and as long thereafter as the Purchaser may consider necessary for the proper fulfilment of the Bidder's obligations under the Contract. The Bidder or his competent and authorized representative(s) shall be constantly present at the site whole time for supervision. The Bidder shall authorize his representative to receive directions and instructions from the Purchaser.

g) The Bidder shall be responsible for the deployment, transportation, accommodation, and other requirements of all its employees required for the execution of the work and provision of Services for all costs/charges in connection thereof.

h) The Bidder shall provide and deploy only those manpower resources who are qualified, skilled, and experienced in their respective trades and who are competent to deliver in a proper and timely manner the work they are required to perform or to manage/supervise the work.

i) The Purchaser may at any time object to and require the Bidder to remove forthwith from the Project any authorized representative or employee of the Bidder or any person(s) of the Bidder's Team, if, in the opinion of the Purchaser the person in question has misconducted or his/her deployment is otherwise considered undesirable by the Purchaser. The Bidder shall forthwith remove and shall not again deploy the person without the written consent of the Purchaser.

j) The Purchaser may at any time object to and request the Bidder to remove from the Project any of Bidder's authorized representative including any employee of the Bidder or his team or any person(s) deployed by Bidder or his team for professional incompetence or negligence or for being deployed for work for which he is not suited. The Bidder shall consider the Purchaser request and may accede to or disregard it. The Purchaser, having made a request, as aforesaid in the case of any person, which the Bidder has disregarded, may in the case of the same person at any time but on a different occasion, and for a different instance of one of the reasons referred to above in this clause object to and require the Bidder to remove that person from deployment on the work, which the Bidder shall then forthwith do and shall not again deploy any person so objected to on the work or on the sort of work in question (as the case may be) without the written consent of the Purchaser.

k) The Purchaser shall state to the Bidder in writing his reasons for any request or requirement pursuant to this clause.

l) The Bidder shall maintain backup personnel and shall promptly replace every person removed, pursuant to this section, with an equally competent substitute from the pool of backup personnel.

3.25. Adherence to safety procedures, rules regulations and restrictions

a) Bidder shall comply with the provision of all laws including labour laws, rules, regulations, and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and Bidder shall abide by these laws.

b) Bidder shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. Purchaser's employee also shall comply with safety procedures/policy.

c) The Bidder shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

d) Bidder shall also adhere to all security requirement/regulations of the Purchaser during the execution of the work.

3.26. Statutory Requirements

a) During the tenure of this Contract nothing shall be done by the Bidder in contravention of any law, act and/or rules/regulations, there under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep Purchaser indemnified in this regard.

b) The Bidder and their personnel shall not alter/change/replace any hardware component proprietary to the Purchaser and/or under warranty or AMC of Third Party without prior consent of the Purchaser.

c) The Bidder and their personnel shall not without consent of the Purchaser install any hardware or software not purchased/owned by the Purchaser.

3.27. Contract Administration

1) No variation or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

2) Either party may appoint any individual/organization as their authorized representative through a written notice to the other party. Each Representative shall have the authority to:

a. exercise all of the powers and functions of his/her Party under this Contract other than the power to amend this Contract and ensure the proper administration and performance of the terms hereof; and

b. bind his or her Party in relation to any matter arising out of or in connection with this Contract.

3) The Bidder along with other members / third parties / OEMs shall be bound by all undertakings and representations made by the authorized representative of the Bidder and any covenants stipulated hereunder, with respect to this Contract, for and on their behalf.

4) For the purpose of execution or performance of the obligations under this Contract, the Purchaser would act as an interface with the nominated representative of the Bidder. The Bidder shall comply with any instructions that are given by the Purchaser during the course of this Contract in relation to the performance of its obligations under the terms of this Contract and the Tender Document.

3.28. Purchaser’s Obligations

1) The Purchaser shall interface with the Bidder, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. Purchaser shall provide adequate cooperation in providing details, assisting with coordinating, and obtaining of approvals from various governmental agencies, in cases, where the intervention of the Purchaser is proper and necessary.

2) Purchaser shall ensure that timely approval is provided to the Bidder, where deemed necessary, which should include technical architecture diagrams and all the specifications related to IT infrastructure required to be provided as part of the Scope of Work. All such documents shall be considered by the Purchaser in a reasonable time.

3.29. Intellectual Property Rights

1) Purchaser shall own and have Intellectual Property Rights of all the Deliverables, including source code, which have been maintained/ modified/ developed by the Bidder during the performance of Services and for the purposes of inter-alia use of such Services under this Contract. The Bidder undertakes to disclose all Intellectual Property Rights arising out of or in connection with the performance of the Services to the Purchaser and execute all such agreements/documents and file all relevant applications, effect transfers, and obtain all permits and approvals that may be necessary in this regard to effectively conserve the Intellectual Property Rights of the Purchaser.

2) If Purchaser desires, further, the Bidder shall be obliged to ensure that all approvals, registrations, licenses, permits and rights which are inter-alia necessary for use of the infrastructure installed by the Bidder, the same shall be acquired in the name of the Purchaser, prior to closure of this Contract and which shall be assigned by the Purchaser to the Bidder for the purpose of execution of any of its obligations under the terms of the Bid, Tender Document or this Contract.

However, subsequent to the term of this Contract, such approvals etc. shall endure to the exclusive benefit of the Purchaser.

3) The Bidder shall ensure that while it uses any Software, hardware, processes or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Bidder shall keep the Purchaser indemnified, as provided in Clause of Indemnity against all costs, against all costs, expenses and liabilities howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Bidder during the course of performance of the Services.

3.30. Information Security

1) The Bidder shall not carry any written/printed document, layout diagrams, floppy diskettes, hard disk, storage tapes, other storage devices or any other goods/material proprietary to Purchaser in/out of the DC, DR, and Project Office without written permission from the Purchaser.
2) The Bidder shall not destroy any unwanted documents, defective tapes/media present at the DC, DR, and Project Office on their own. All such documents, tapes/media shall be handed over to the Purchaser.
3) The Bidder acknowledges that Purchaser's business Data and other proprietary information or materials, whether developed by Purchaser or being used by Purchaser pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "Proprietary Information") are confidential and Proprietary to Purchaser; and the Bidder along with its team agrees to use reasonable care to safeguard the Proprietary Information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by the Bidder to protect its own Proprietary Information. The Bidder recognizes that the goodwill of Purchaser depends, among other things, upon the Bidder keeping such Proprietary Information confidential and that unauthorized disclosure of the same by the Bidder or its team could damage the goodwill of Purchaser, and that by reason of the Bidder's duties hereunder. The Bidder may come into possession of such Proprietary Information, even though the Bidder does not take any direct part in or furnish the services performed for the creation of said Proprietary Information and shall limit access thereto to employees with a need to such access to perform the Services required by this Contract. The Bidder shall use such information only for the purpose of performing the said Services.
4) The Bidder shall, upon termination of this Contract for any reason, or upon demand by Purchaser, whichever is earliest, return any and all information provided to the Bidder by Purchaser, including any copies or reproductions, both hardcopy and electronic
5) The Bidder shall maintain strict confidentiality with respect to the Proprietary Information that it obtains during the term of this Contract. Such confidentiality shall be maintained by the Bidder even post termination or expiry of the term of the Contract or the period specified in the tender document.

3.31. Record of Contract Documents

1) The Bidder shall at all-time make and keep sufficient copies of the drawings, Specifications and Contract documents for him to fulfil his duties under the Contract.
2) The Bidder shall keep at least two copies of each and every specification and Contract document, in excess of his own requirement and those copies shall be available at all times for use by the Purchaser and by any other person authorized by the Purchaser

2. Ownership and Retention of Documents

1) The Purchaser shall own the Documents, prepared by or for the Bidder arising out of or in connection with this Contract.
2) Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by the Purchaser, the Bidder shall deliver to the Purchaser all Documents provided by or originating from the Purchaser and all Documents produced by or from or for the Bidder in the course of performing the Services, unless otherwise directed in writing by the Purchaser at no additional cost. The Bidder shall not, without the prior written consent of the Purchaser store, copy, distribute or retain any such Documents.

3. Ownership of Equipment

1) The Purchaser shall own the assets/components including but not limited to equipment, software, licenses, processes, Documents, etc., supplied by the Bidder arising out of or in connection with this Contract.
2) However, all the risk and liability arising out of or in connection with the usage of the equipment, assets/components during the term of the Contract shall be borne by the bidder.

4. Confidentiality

1) The Bidder shall not use Confidential Information, the name, or the logo of the Purchaser except for the purposes of providing the Service as specified under this Contract.
2) The Bidder shall not, either during the term or 3 years after expiration of this Contract, disclose any Proprietary or Confidential Information relating to the Services, Contract, or the Architectures such as Solution architecture, Functional architecture, Business architecture, Security architecture, Network architecture and DC & DR architecture, Purchaser's business, or operations without the prior written consent of the Purchaser.
3) The Bidder may only disclose Confidential Information in the following circumstances:
   d) with the prior written consent of the Purchaser;
   e) to a member of the Bidder's Team ("Authorized Person") if:
      i) the Authorized Person needs the Confidential Information for the performance of obligations under this Contract;

ii) the Authorized Person is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under this Contract.

iii) If the information is already made available in any public domain

The Bidder shall do everything reasonably possible to preserve the confidentiality of the Confidential Information including execution of a confidentiality Agreement with the members of the subcontractors and other service provider's team members to the satisfaction of the Purchaser.

The Bidder shall sign a Non-Disclosure Agreement (NDA) with the Purchaser on mutually agreed terms and conditions. The Bidder and its antecedents shall be bound by the NDA. The Bidder shall be held responsible for any breach of the NDA by its antecedents or delegates.

The Bidder shall notify the Purchaser promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Contract or with the authority of the Purchaser.

The Purchaser reserves the right to adopt legal proceedings, civil or criminal, against the Bidder in relation to a dispute arising out of breach of obligation by the Bidder under this clause.

Digitally signed by DEEPAK KUMAR SONI
Date: 2026.09.29 16:50:15 IST

4. Eligibility Criteria

1. The bids received shall be reviewed for determining the compliance of the conditions of the Contract and Eligibility Criteria as mentioned in this section.
2. Before opening and evaluation of their technical proposals, bidders are expected to meet all the conditions of the Tender Document and the eligibility criteria mentioned below. Bidders failing to meet these criteria or not submitting requisite supporting documents / documentary evidence for supporting eligibility criteria are liable to be rejected summarily.
3. The service provider must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements, as described in the Tender Document. The bids must be complete in all respects and should cover the entire Scope of Work as stipulated in the Tender Document. The eligibility criteria is as follows:

S. No	Eligibility Criteria	Documentary Evidence*
1	The Bidder should be a CPSU (Central Public Sector Undertakings). The Bidder should have completed at least 10 years of Operations in India as on bid submission date.	FORM-F (General Information); Copy of Certification of Incorporation / Registration Certificate.
2	The Bidder should have an average annual audited financial turnover of at least ₹1.55 Crore during the last three financial years from IT/ICT, Software Development, System Integration, e-Governance or allied services. The requisite turnover shall be duly certified by the Statutory Auditor/Chartered Accountant. The Net Worth of the Bidder as on the last day of the preceding audited financial year shall be positive.	FORM-C (Financial Details), duly certified by the Statutory Auditor/Chartered Accountant; audited financial statements/summarised Balance Sheet and Profit C Loss Account for the last three financial years.

S. No	Eligibility Criteria	Documentary Evidence*
3	**<u>Project Experience</u>** The Bidder should have experience of having successfully completed Similar Works during the last seven (7) years ending on the initial stipulated last date of submission of bids, satisfying any one of the following: • Three Similar Works, each costing not less than 40% of the Estimated Cost Put to Tender (ECPT); (OR) • Two Similar Works, each costing not less than 50% of the ECPT;(OR) • One Similar Work costing not less than 80% of the ECPT.	Completion Certificate issued C signed by the competent authority of the client entity / department
4	The Bidder should possess any four (4) of the below certifications which are valid at the time of bidding: i. ISO 9001:2015 for Quality Management System ii. ISO 14001:2015 for Environmental Management System iii. ISO/IEC 20000-1:2018 for IT Service Management iv. ISO 27001:2013/ ISO 27001:2022 for Information Security Management System v. CMMi Level 3 or above for Capability Maturity Model Integration	i. Copies of valid certificates **AND** **For CMMi Level 3 or above** ii. Copies of verified certificate from CMMi websites **OR** In case the Bidder is in the process of re-certification of CMMi Level 3 or above; then the copy of expired certificate and present assessment certificate from duly authorised CMMi Auditor to be enclosed
5	The Bidder should not have been blacklisted for indulging in corrupt practice, fraudulent practice, coercive practice, undesirable practice, breach of contract or restrictive practice by any Central/ State Government as on bid submission date (during last three (3) years)	The Bidder shall furnish an undertaking signed by Authorized signatory of the Company to be provided on Non – judicial stamp paper of INR 100/- or such equivalent amount and document duly attested by notary public **As per Form AA.2**

Digitally signed by DEEPAK KUMAR SONI
Date: 2026.09.29 16:50:45 IST

S. No	Eligibility Criteria	Documentary Evidence*
6	The Bidder shall have a project office in Delhi/ NCR or shall furnish an undertaking to establish an office in Delhi/ NCR within thirty (30) days of signing the Contract. The office shall be maintained during the entire duration of the contract.	i. Office address in Delhi/ NCR along with Establishment Certificate **OR** ii. Undertaking from authorized signatory to open office in Delhi/ NCR within thirty (30) days) days from Agreement signing date

4.

Note:

1. Financial Bids of only Technically Qualified bidder shall be opened.
2. Financial Bids of non-qualified bidders shall not be opened.

5. Time Schedule & Milestones

The Service Provider shall execute the Scope of Work in accordance with the phased implementation approach specified in the Tender, comprising Phase I – Foundation & Visitor Services and Phase II – Integrated Park Operations & Management, followed by User Acceptance Testing (UAT), user training, documentation, production deployment, commissioning and Go-Live. The complete implementation, including all development, integration, testing, UAT, training, documentation and Go-Live activities, shall be completed within the stipulated 6-month Implementation Period from the date of Award of Contract. The indicative milestone schedule shall be as follows:

S. No.	Activity	Periodicity / Timeline	Milestone / Key Deliverables
1	Contract Commencement Date	T0	—
2	Project Initiation – Mobilisation of the project team and Project Kick-off; identification of NBCC's Single Point of Contact (SPOC); understanding of the existing park operations, facilities, agencies and systems; finalisation of the Project Plan, resource schedule and detailed approach for development, implementation, integration, testing, commissioning and Operations C Maintenance.	T1 = T0 + 2 Weeks	Final Project Plan; Inception Report; Resource Deployment Plan; Development C Implementation Approach; OCM Approach
3	Systems Requirement Study C Solution Design – Detailed study of functional, technical and operational requirements; interaction/coordination with NBCC, DDA and relevant agencies operating at Bharat Vandana Park; preparation and submission of Functional Requirement Specifications (FRS), System Requirement Specifications (SRS) and Solution Design Document; review and approval by NBCC.	T2 = T0 + 6 Weeks (approximately 1.5 Months)	FRS; SRS; Solution Design Document (SDD); Requirements Traceability Matrix (RTM); High-Level Design (HLD); Low-Level Design (LLD); Data Setup/Migration Approach Document; Integration Architecture

S. No.	Activity	Periodicity / Timeline	Milestone / Key Deliverables
4	Phase I – Foundation C Visitor Services – Development, configuration and implementation of the core visitor-facing digital ecosystem, including Visitor Mobile Application and Web Portal; GIS and digital Park Map (MVP); Ticketing and Access Management with payment gateway integration; Events C Programme Management; Safety C Incident Management (MVP); Basic Administration Portal; Footfall and Complaint Dashboards; and provisioning/configuration of the required cloud infrastructure and associated services.	T3 = T0 + 12 Weeks(approximately 3 Months)	Phase I Modules; configured cloud infrastructure; System Testing Report – Phase I; Integration Testing Report – Phase I; updated SRS/SDD, wherever applicable
5	Phase II – Integrated Park Operations C Management – Development, configuration and implementation of the operational and management modules required for digitisation and integrated management of Bharat Vandana Park, including CMMS and Asset Registry; Housekeeping and Horticulture Workflows; Vendor Onboarding and Revenue Management; Utility Monitoring for water and power; Sustainability and Environment Dashboards; Administration, Governance and HR Module; and integration with relevant operational agencies, systems and workflows, as applicable.	T4 = T0 + 5 Months	Phase II Modules; CMMS/Asset Registry; digitised operational workflows; System Testing Report – Phase II; Integration Testing Report – Phase II; updated SRS/SDD and relevant technical documentation
6	UAT, Training, Documentation, Commissioning C Go-Live – Preparation and execution of UAT; resolution of identified defects and observations; role-based training of all identified user groups; final configuration and production deployment; Go-Live and stabilisation; Hypercare support; finalisation of all project documentation; Knowledge Transfer; and handover of Source Code, databases, configurations, credentials, APIs and other Project assets as specified in the Contract.	T5 = T0 + 6 Months	UAT Sign-Off Certificate; Training Completion Report; Go-Live Certificate; Final Documentation Set including FRS, SRS, SDD, User Manuals, Operations Manual, Administrator Manual and API Documentation; Source Code Repository Handover; Knowledge Transfer Report; Exit Management Plan

S. No.	Activity	Periodicity / Timeline	Milestone / Key Deliverables
7	OCM – Year 1 – L1/L2 application support; bug fixing and defect rectification; minor enhancements; infrastructure and cloud operations; system monitoring; database management and backups; security patching; performance monitoring; technical support; SLA monitoring and reporting; and other OCM activities specified in the Contract.	12 Months post Go-Live	Periodic SLA Compliance Reports; OCM Reports; Incident/Issue Reports; Performance and Security Reports
8	OCM – Year 2 – Continuation of the OCM scope specified for Year 1, including application support, infrastructure operations, monitoring, maintenance, security, backups, bug fixing, minor enhancements and SLA compliance.	12 Months	Periodic SLA Compliance Reports; OCM Reports; Incident/Issue Reports; Performance and Security Reports
9	OCM – Year 3 – Continuation of the OCM scope specified for Year 1, including application support, infrastructure operations, monitoring, maintenance, security, backups, bug fixing, minor enhancements and SLA compliance.	12 Months	Periodic SLA Compliance Reports; OCM Reports; Incident/Issue Reports; Performance and Security Reports

Note:

1. T0 shall mean the date of commencement of contract. The timelines indicated above shall form the basis of the implementation schedule and shall be suitably detailed by the Service Provider in the final Project Plan submitted to and approved by NBCC.
2. The Service Provider shall deploy adequate and appropriately qualified manpower, technical resources and infrastructure to achieve the stipulated milestones. The internal sequencing of activities, deployment of resources or development methodology adopted by the Service Provider shall not relieve it of its obligation to achieve the stipulated milestone dates and complete the overall implementation within the specified 6-month Implementation Period.
3. During the Project Initiation and Requirement Study stages, the Service Provider shall undertake detailed consultations with NBCC, DDA and all relevant agencies/stakeholders associated with the day-to-day operation and management of Bharat Vandana Park, wherever required, and shall obtain the necessary functional inputs for appropriately designing and digitising their respective workflows, services, information and operational requirements into the Website, Mobile Application and associated digital systems.
4. All deliverables under each milestone shall be submitted to NBCC for review, testing and approval. Completion of a milestone shall be deemed to have occurred only upon satisfactory completion of the corresponding activities and formal acceptance/sign-off by NBCC. Submission of a deliverable by the Service Provider shall not, by itself, constitute acceptance of the deliverable or completion of the milestone.

5. The Service Provider shall ensure that all modules developed under Phase I and Phase II are appropriately integrated with one another and with the common database, authentication mechanism, APIs, dashboards, payment systems, GIS, notification systems and other relevant components of the digital ecosystem, as applicable. The Website and Mobile Application shall function as an integrated platform and not as isolated applications/modules.
6. Phase I – Foundation & Visitor Services shall primarily comprise the core visitor-facing and foundational digital services required for public interaction with Bharat Vandana Park, while Phase II – Integrated Park Operations & Management shall primarily comprise digitisation, automation, monitoring and integrated management of the Park’s internal operational, maintenance, administrative, asset, utility, vendor, revenue and governance workflows.
7. The Service Provider shall ensure that UAT, training, defect rectification, documentation, production deployment, commissioning, Go-Live and necessary stabilisation activities are completed within the stipulated 6-month Implementation Period, unless an extension is specifically approved by NBCC in accordance with the provisions of the Contract.
8. Any delay attributable to the Service Provider in achieving the stipulated milestones shall be dealt with in accordance with the applicable provisions of the Contract, including provisions relating to delay, Service Level Agreement (SLA), Liquidated Damages, performance requirements and other contractual remedies.
9. O&M shall commence from the date of Go-Live/commencement of O&M, as certified/accepted by NBCC, and shall continue for the stipulated O&M period. O&M payments shall be governed by the payment terms and schedule specified elsewhere in the Tender/Contract.
10. At the time of Go-Live and/or as otherwise specified by NBCC, the Service Provider shall hand over all source code, object/build files, databases, data dictionaries, APIs, integration documents, configuration files, deployment scripts, credentials, licences/subscriptions procured under the Contract, technical documentation, design documents and other Project assets required for operation, maintenance, modification and future transition of the system, in accordance with the provisions of the Contract.
11. The Service Provider shall provide Hypercare support for a period of 2 months from Go-Live, during which it shall promptly attend to system defects, performance issues, configuration issues, user-related issues and other operational deficiencies identified by NBCC without any additional cost, except for separately approved scope variations.
12. All dates and milestone timelines shall be reckoned from T0, and any adjustment thereto shall require prior written approval of NBCC. No adjustment shall be admissible merely on account of internal dependencies, resource constraints, subcontractor/vendor delays or shortcomings in the Service Provider's planning and mobilisation.

6. Payment Terms & Deliverables

All running payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and/or accepted by NBCC. Such running payments shall not preclude the recovery of bad, unsound, imperfect, or unskilled work to be removed and taken away and reconstructed or re-erected, nor shall they be considered as an admission of due performance of the Contract or any part thereof, or as the accruing of any claim. They shall also not conclude, determine, or in any way affect the powers of NBCC under these conditions, or any of them, as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the Contract.

The final bill shall be submitted by the contractor within three months of completion of the work, failing which NBCC's certificate of the measurement and of the total amount payable for the work shall be final and binding on the contractor. Each running bill shall be accompanied by two sets of Progress Report in the pro-forma given/approved by the Engineer-in-Charge, and tax invoices as per applicable tax laws.

Intermittent progress reports, as and when required, shall be provided by the Contractor at his own cost, as per the directions of the Engineer-in-Charge. No running account bill shall be released unless it is accompanied by the requisite Progress Report, and tax invoices as stated above.

It may be noted that GST shall be recoverable as extra on all applicable recoveries, e.g., liquidated damages (LD), etc., made from the Contractor's bills.

It is clearly agreed and understood by the Contractor that, notwithstanding anything to the contrary that may be stated in the agreement between NBCC and the Contractor, the Contractor shall become entitled to payment only after NBCC has received the corresponding payment(s) from the Client/Owner for the work done by the Contractor. Any delay in the release of payment by the Client/Owner to NBCC, leading to a delay in the release of the corresponding payment by NBCC to the Contractor, shall not entitle the Contractor to any compensation and/or interest from NBCC.

All payments shall be released by way of electronic transfer through RTGS in India directly to the Contractor's bank account by NBCC.

6.1. Taxes

1) Income tax shall be deducted at source by Purchaser from all the payments made to Bidder according to the Income Tax Act, unless valid and complete documents for IT exemption are submitted by the Bidder prior to release of payment.
2) GST shall be deducted at source by Purchaser from all the payments made to Bidder according to the GST Act.
3) A certificate shall be provided by Purchaser to the Bidder for any tax deducted at source.

4) The Bidder shall bear all personnel taxes levied or imposed on its personnel, or any other member of the Bidder's Team, etc. on account of payment received under this Contract. The Bidder shall bear all corporate taxes, levied, or imposed on the Bidder on account of payments received by it from the Purchaser for the work done under this Contract.
5) The Bidder shall bear all taxes and duties etc. levied or imposed on the Bidder under the Contract including but not limited to Sales Tax, Customs duty, Excise duty, Octroi, Service Tax, VAT, Works Contracts Tax and all Income Tax levied under Indian Income Tax Act – 1961 or any amendment thereof during the entire Contract period, i.e., on account of material supplied and services rendered, and payments received by him from the Purchaser under the Contract. It shall be the responsibility of the Bidder to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose. The Bidder shall also provide the Purchaser such information, as it may be required in regard to the Bidder's details of payment made by the Purchaser under the Contract for proper assessment of taxes and duties. The amount of tax withheld by the Purchaser shall at all times be in accordance with Indian Tax Law and the Purchaser shall promptly furnish to the Bidder original certificates for tax deduction at source and paid to the Tax Authorities.
6) In case of any change in GST, the benefit (if any) will accrue to the Purchaser NBCC (India) Limited & in case of increase in GST the incremental cost shall be borne by Purchaser (NBCC (India) Limited).
7) The Bidder agrees that he and his Team shall comply with the Indian Income Tax act in force from time to time and pay Indian Income Tax, as may be imposed/levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the Contract.
8) The Bidders shall fully familiarize themselves about the applicable domestic taxes (such as value added or sales tax, service tax, income taxes, duties, fees, levies, etc.) on amounts payable by the Purchaser under the Contract. All such taxes must be included by Bidders in the Commercial Bid (Bidder to find out applicable taxes for the components being proposed).
9) Should the Bidder fail to submit returns / pay taxes in times as stipulated under applicable Indian/State Tax Laws and consequently any interest or penalty is imposed by the concerned authority, the Bidder shall pay the same. The Bidder shall indemnify Purchaser against any and all liabilities or claims arising out of this Contract for such taxes including interest and penalty by any such Tax Authority may assess or levy against the Purchaser/Bidder.
10) The Purchaser shall if so, required by applicable laws in force, at the time of payment, deduct income tax payable by the Bidder at the rates in force, from the amount due to the Bidder and pay to the concerned tax authority directly.
11) Payment Terms : The following shall be the payment terms applicable to this work:

S. No.	Milestone / Activity	Deliverables	Payment (%)
1	Project Initiation – Mobilisation of the project team and Project Kick-off; identification of NBCC's Single Point of Contact (SPOC); understanding of the existing park operations, facilities, agencies and systems; finalisation of the Project Plan, resource schedule and detailed approach for development, implementation, integration, testing, commissioning and Operations C Maintenance.	Final Project Plan; Inception Report; Resource Deployment Plan; Development C Implementation Approach; OCM Approach	10% of Awarded Amount / Contract Value
2	Systems Requirement Study C Solution Design – Detailed study of functional, technical and operational requirements; interaction/coordination with NBCC, DDA and relevant agencies operating at Bharat Vandana Park; preparation and submission of Functional Requirement Specifications (FRS), System Requirement Specifications (SRS) and Solution Design Document; review and approval by NBCC.	FRS; SRS; Solution Design Document (SDD); Requirements Traceability Matrix (RTM); High-Level Design (HLD); Low-Level Design (LLD); Data Setup/Migration Approach Document; Integration Architecture	10% of Awarded Amount / Contract Value
3	Phase I – Foundation C Visitor Services – Development, configuration and implementation of the core visitor-facing digital ecosystem, including Visitor Mobile Application and Web Portal; GIS and digital Park Map (MVP); Ticketing and Access Management with payment gateway integration; Events C Programme Management; Safety C Incident Management (MVP); Basic Administration Portal; Footfall and Complaint Dashboards; and provisioning/configuration of the required cloud infrastructure and associated services.	Phase I Modules; configured cloud infrastructure; System Testing Report – Phase I; Integration Testing Report – Phase I; updated SRS/SDD, wherever applicable	15% of Awarded Amount / Contract Value

Digitally signed by DEEPAK KUMAR SONI
Date: 2026.09.19 16:50:45 IST

S. No.	Milestone / Activity	Deliverables	Payment (%)
4	Phase II – Integrated Park Operations C Management – Development, configuration and implementation of the operational and management modules required for digitisation and integrated management of Bharat Vandana Park, including CMMS and Asset Registry; Housekeeping and Horticulture Workflows; Vendor Onboarding and Revenue Management; Utility Monitoring for water and power; Sustainability and Environment Dashboards; Administration, Governance and HR Module; and integration with relevant operational agencies, systems and workflows, as applicable.	Phase II Modules; CMMS/Asset Registry; digitised operational workflows; System Testing Report – Phase II; Integration Testing Report – Phase II; updated SRS/SDD and relevant technical documentation	15% of Awarded Amount / Contract Value
5	UAT, Training, Documentation, Commissioning C Go-Live – Preparation and execution of UAT; resolution of identified defects and observations; role-based training of all identified user groups; final configuration and production deployment; Go-Live and stabilisation; Hypercare support; finalisation of all project documentation; Knowledge Transfer; and handover of Source Code, databases, configurations, credentials, APIs and other Project assets as specified in the Contract.	UAT Sign-Off Certificate; Training Completion Report; Go-Live Certificate; Final Documentation Set including FRS, SRS, SDD, User Manuals, Operations Manual, Administrator Manual and API Documentation; Source Code Repository Handover; Knowledge Transfer Report; Exit Management Plan	17.5% of Awarded Amount / Contract Value
6	OCM – Year 1 – L1/L2 application support; bug fixing and defect rectification; minor enhancements; infrastructure and cloud operations; system monitoring; database management and backups; security patching; performance monitoring; technical support; SLA monitoring and reporting; and other OCM activities specified in the Contract.	Periodic SLA Compliance Reports; OCM Reports; Incident/Issue Reports; Performance and Security Reports	12.5% of the Awarded Amount/Contract Value for the respective O&M Year, payable in four equal quarterly instalments of (3+3+3+3.5)%, in arrears, subject to satisfactory performance and SLA compliance.

Digitally signed by DEEPAK KUMAR SONI
Date: 2026.09.29 16:59:45 IST

S. No.	Milestone / Activity	Deliverables	Payment (%)
7	OCM – Year 2 – Continuation of the OCM scope specified for Year 1, including application support, infrastructure operations, monitoring, maintenance, security, backups, bug fixing, minor enhancements and SLA compliance.	Periodic SLA Compliance Reports; OCM Reports; Incident/Issue Reports; Performance and Security Reports	10% of the Awarded Amount/Contract Value for the respective O&M Year, payable in four equal quarterly instalments of 2.50% each, in arrears, subject to satisfactory performance and SLA compliance.
8	OCM – Year 3 – Continuation of the OCM scope specified for Year 1, including application support, infrastructure operations, monitoring, maintenance, security, backups, bug fixing, minor enhancements and SLA compliance.	Periodic SLA Compliance Reports; OCM Reports; Incident/Issue Reports; Performance and Security Reports	10% of the Awarded Amount/Contract Value for the respective O&M Year, payable in four equal quarterly instalments of 2.50% each, in arrears, subject to satisfactory performance and SLA compliance.

Note :

A. Above stage payment schedule is indicative, however EIC, NBCC is empowered to revise this payment schedule during works execution as required. Decision of the Engineer- In-Charge, NBCC in deciding the stage payment schedule shall be final and binding on the contractor and nothing extra shall be paid on this account whatsoever in any manner.

B. Payment during O&M Period: Each quarterly instalment shall become payable upon satisfactory completion of the respective quarter, certification by the Engineer-in-Charge and acceptance of the applicable SLA Compliance Reports, O&M Reports, Incident/Issue Reports and Performance & Security Reports. Monthly SLA performance shall be consolidated for the respective quarter. Applicable SLA deductions, penalties, recoveries and statutory deductions shall be adjusted from the quarterly payment.

7. Training

The Service Provider shall develop and deliver a role-based training programme for all user groups of the Integrated AI-based Application Suite for Bharat Vandana Park. The Training Plan, including the schedule, curriculum, materials, and entry/exit criteria, shall be submitted to NBCC for approval prior to commencement of training. Training durations shall be defined in the approved Training Plan.

S. No.	User Category	Indicative Training Topics	Mode of Training	Duration
1.	Senior Administrators / NBCC officials / DDA representatives	• Platform overview and capabilities • Administrative and governance dashboards • SLA monitoring and reporting • Budget, OPEX/CAPEX tracking • Compliance and inspection reporting	Briefing session and demonstration	As per Training Plan
2.	Park Operations Staff (Housekeeping, Horticulture, Electrical, Plumbing)	• Mobile application navigation and usage • Work order creation, assignment, and closure • Asset registry and condition logging • Preventive and corrective maintenance workflows • Geo-fenced task management and photo evidence capture	Instructor-led, hands-on (field-based)	As per Training Plan
3.	Security C Emergency Response Personnel	• Incident reporting and escalation workflows • Emergency response SOP navigation on platform • CCTV/VMS alert acknowledgment and logging • Zone-based PA system alert management • Lost and found management	Instructor-led classroom with scenario exercises	As per Training Plan
4.	Event Management C Cultural Programme Teams	• Event calendar and venue booking • Digital approval and scheduling workflows • Ticketed and free event management • Programme and volunteer management	Instructor-led classroom	As per Training Plan

Digitally signed by DEEPAK KUMAR SONI
Date: 2026.09.19 16:59:45 IST

S. No.	User Category	Indicative Training Topics	Mode of Training	Duration
5.	Vendors C Concessionaires	• Vendor portal navigation • Digital contract and license management • Revenue reporting and dashboard usage • Payment gateway reconciliation	Instructor-led classroom	As per Training Plan
6.	System Administrators C IT Support Personnel	• Platform architecture and infrastructure overview • User and role management (RBAC configuration) • System monitoring and alerting • Backup, recovery, and infrastructure procedures • Integration management and API monitoring • Security configuration and patch management	Technical classroom with hands-on lab sessions	As per Training Plan

<u>Notes:</u>

1. Minimum 4 (Four) number of role-based training programmes for all user groups shall be provided by the successful bidder, as directed by the NBCC during the contract period including 3 years of O&M Period.
2. Training durations are to be finalized in the detailed Training Plan submitted to NBCC for approval prior to commencement of training.
3. Training materials shall be provided in Hindi and English for all user groups.
4. All the costs associated with the Training shall be borne by the successful bidder.

8. General Conditions of the Contract

8.1. Interpretations

In this Tender Document, unless otherwise specified:

1) A reference to clauses, sub-clauses, or Section is a reference to clauses, sub-clauses, or Section of this Tender Document including any amendments or modifications to the same from time to time.
2) Words denoting the singular include the plural and vice versa and use of any gender includes the other genders.
3) References to a "**company**" shall be construed so as to include any company, corporation, or other body corporate, wherever and however incorporated or established.
4) Words denoting to a "**person**" shall be construed to include any individual, partnerships, firms, companies, public sector units, corporations, joint ventures, trusts, associations, organizations, executors, administrators, successors, agents, substitutes and any permitted assignees or other entities (whether or not having a separate legal entity). A reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually.
5) A reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified, or re-enacted.
6) Any reference to a "**day**" (including within the phrase "**business day**") shall mean a period of 24 hours running from midnight to midnight.
7) References to a "**business day**" shall be construed as a reference to a day (other than a Sunday) on which NBCC (India) Limited office is open for business.
8) References to times are to Indian Standard Time
9) Reference to any other document referred to in this Tender Document is a reference to that other document as amended, varied, novated, or supplemented at any time.
10) All headings and titles are inserted for convenience only; they are to be ignored in the interpretation of this Contract.
11) Unless otherwise expressly stated, the words "herein", "hereof", "hereunder" and similar words refer to this Tender Document as a whole and not to any particular Section or Annexure and the words "include" and "including" shall not be construed as terms of limitation.
12) The words "in writing" and "written" mean "in documented form", whether electronic or hard copy, unless otherwise stated.

13) References to "installation" include Solution Design, Development, Procurement, Configuration, Testing, Commissioning, and Operations & Maintenance.

14) References to "implementation" include Solution Design, Development, Procurement, Configuration, Testing, Commissioning, and Operations & Maintenance.

15) Any reference at any time to any agreement, deed, instrument, license, or document of any description shall be construed as reference to that agreement, deed, instrument, license, or other document as amended, varied, supplemented, modified, or novated at the time of such reference.

16) Unless otherwise stated, any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include either such days or date.

8.2. Performance Guarantee

- Within fifteen (15) days from the date of issue of the Letter of Award, the Contractor shall submit to NBCC four (4) irrevocable performance bank guarantees in the form appended, or Fixed Deposit Receipts (FDRs) pledged in favour of NBCC, from any nationalized bank or commercial scheduled bank. Each such performance bank guarantee/FDR shall be equivalent to 1.25% (one point two five per cent only) of the Contract Value, thereby totaling 5% (five per cent) of the Contract Value, for the due and proper execution of the Contract. In case any FDR furnished by the Contractor to NBCC as Performance Guarantee is not honoured by the issuing bank, the loss caused thereby shall fall on the Contractor. The Contractor shall forthwith, on demand, furnish additional security to NBCC to make good the deficit.
- All the Performance Guarantees shall initially be valid up to the stipulated date of completion of the works (including 3 years of O&M Period) plus sixty (60) days beyond that date.
- In case the time for completion of works is extended, the Contractor shall get the validity of the Performance Guarantees extended to cover such extended time for completion of the work.
- Right of Forfeiture by NBCC
  NBCC reserves the right to forfeit one or more Performance Guarantees on a pro-rata basis of the elapsed contract period in the event of the Contractor s failure to fulfill any of the milestones or contractual obligations, including but not limited to:
  - default in commencing the work;
  - failure to maintain the required progress in terms of the relevant clauses of the GCC and SCC;
  - execution of bad work or work not done as per specifications; etc. NBCC shall have the right to forfeit all Performance Guarantees in the

event of termination of the Contract in accordance with the terms and conditions of the Contract.

- **Forfeiture in Case of Default**
  If the Contractor commits any default as aforesaid, NBCC shall, without prejudice to any other right or remedy available in law, be at liberty to forfeit the Performance Guarantee(s) absolutely (notwithstanding and/or without prejudice to any other provisions in the Contract). Such forfeiture shall be effected by NBCC by giving notice in writing to the Contractor, in addition to any action taken under other provisions contained in this Contract or otherwise.

- **Refund of Forfeited Amount upon Compensated Delay** In case the delay is subsequently compensated by the Contractor during the completion of the next milestone(s), the amount of the forfeited bank guarantee(s)/FDR(s) may be refunded to the Contractor upon production of fresh bank guarantee(s)/FDR(s) of equivalent amount. No interest shall accrue or be payable to the Contractor on such refunded amount. The refunded or balance Performance Bank Guarantee(s)/FDR(s) can also be forfeited in case of any future failure by the Contractor to fulfill any contractual obligation.

- **Retention of Unforfeited Guarantees**
  In case a bank guarantee/FDR is forfeited for recovery, the remaining unforfeited Performance Bank Guarantees/FDRs shall continue to remain with NBCC. Such unforfeited Performance Bank Guarantees/FDRs shall be returned only after successful completion, testing, commissioning, and handing over of the project to the Client, to the entire satisfaction of NBCC and the Client.

- **Non-submission of Performance Guarantee**
  In case the Contractor fails to submit the Performance Guarantee(s) of the requisite amount within the stipulated period or any extended period granted by NBCC, the Letter of Award shall automatically stand withdrawn.

- **Release/Substitution in Case of Partial Completion and Suspension** In case part of the scope of work has been satisfactorily completed and handed over to the Client/NBCC by the Contractor, and the remaining work are on hold or suspended for more than three (3) months due to hindrances beyond the control of the Contractor/NBCC, or due to non-availability of site/clearances from the Client/NBCC:

  - the unforfeited Performance Bank Guarantee(s)/FDR(s) submitted by the Contractor and available with NBCC as on that date may, on specific written request of the Contractor, be released and returned;
  - such release shall be subject to the Contractor submitting, and NBCC duly verifying, a fresh Performance Bank Guarantee/FDR of equivalent amount towards the balance work.

8.3. SECURITY DEPOSIT / RETENTION MONEY

- The Security deposit or the retention money shall be deducted from each running/final bill of the contractor @ 5% (five per cent only) of the gross value of the Running Account/final bill.

- If the amount of Security Deposit deducted in cash is more than Rs.10.00 lakhs (Rupees Ten lakhs only) in case of contract value more than 3.00 Crore, or Rs.5 lakhs in case of contract value up to Rs.3.00 crore, the excess amount beyond Rs.10 Lakhs or 5 lakhs (as the case may be) can be replaced by the contractor by submission of Bank Guarantee in the prescribed proforma of NBCC or Fixed Deposit Receipt (FDR) pledged in favour of NBCC (India) Limited of equivalent amount from any Nationalized Bank or all Commercial Scheduled Bank. The Bank Guarantee/FDR shall be initially valid up to 3 months beyond the stipulated defect liability period. In case the time for completion of works gets enlarged, the contractor shall get the validity of bank Guarantee/FDR extended to cover such enlarged time for completion of work.
- The release/refund of security deposit of the contractor shall be subject to the observance/compliance of the conditions as under and whichever is later:
- Expiry of the 3 years O&M period in conformity with provisions contained in Defect liability clause. The expiry of defect liability period shall be extended from time to time depending upon extension of time granted by NBCC.
- NBCC reserves the right of part or full forfeiture of security deposit in addition to other claims in the event of contractor s failure to fulfill any of the contractual obligations or in the event of termination of terms and conditions of contract.

8.4. ESCALATION

- No claim on account of any escalation on whatsoever ground shall be entertained at any stage of works. The accepted quoted percentage rate and the resultant Contract Value shall remain firm and fixed for the entire Contract Period, including the 3-year O&M Period and any extension granted in accordance with the Contract. No escalation shall be payable.

8.5. COMPENSATION FOR DELAY

- If the contractor fails to maintain the required progress in terms of agreed milestones, to complete the work, he shall, without prejudice to any other right or remedy available under the law to compensation the NBCC on account of such breach, pay as agreed amount calculated at the rates stipulated below (plus GST extra) as the Engineer-in-Charge (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/week (as applicable) that the progress remains below. Compensation for delay of work: @ 0.5% per week.
- Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Tendered Value of work (exclusive of GST) or of the Tendered Value of the item or group of items of work (exclusive of GST) for which a separate period of completion is originally given. The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with NBCC.
- In case the contractor does not achieve a particular milestone mentioned elsewhere in the tender document or the re-scheduled milestone(s), the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of Time. Withholding of this amount or failure to achieve a milestone shall be automatic without any notice to the Contractor. However, if the contractor catches up with the

progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), the amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

8.6. CANCELLATION / DETERMINATION OF CONTRACT IN FULL OR PART

- Subject to the other provisions contained in this Contract, and without prejudice to any other right or remedy available to NBCC under the Contract or otherwise in respect of delay, deficient performance, inferior quality of services, failure to meet the prescribed Service Levels, damages or any other breach of contractual obligations, the Engineer-in-Charge/NBCC may, whether or not the stipulated date of completion has expired, determine/cancel the Contract in full or in part by giving written notice to the Service Provider in any of the following circumstances:
- If the Service Provider, after being served with a written notice by the Engineer-in-Charge/NBCC requiring it to rectify, replace or otherwise remedy any defective, deficient or non-conforming service/deliverable, or requiring it to improve performance where the services are being rendered in an inefficient, inadequate or otherwise improper manner, fails to comply with such notice within 7 (Seven) days or within such other period as may be specified in the notice;
- If the Service Provider, without reasonable cause, suspends or abandons the services, fails to proceed with the work with due diligence, or otherwise fails to maintain the required progress in such a manner that, in the opinion of the Engineer-in-Charge/NBCC, it is unlikely to achieve the stipulated milestones, Go-Live or completion requirements within the prescribed period, and continues such default after receipt of 7 (Seven) days' written notice;
- If the Service Provider fails to complete any deliverable, milestone, module, implementation activity, Go-Live activity or other contractual obligation within the stipulated time, including any specifically prescribed milestone date, and fails to complete or remedy the same within the period specified in a written notice issued by the Engineer-in-Charge/NBCC;
- If the Service Provider persistently neglects to perform its obligations under the Contract and/or commits any material or repeated default in complying with the terms, conditions, specifications, Service Level Requirements, security requirements, data protection requirements or other contractual obligations and fails to remedy such default or take effective corrective measures within 7 (Seven) days of receipt of written notice from NBCC;
- If the Service Provider, its employees, representatives, agents, sub-contractors or authorised persons offers, gives, promises or agrees to give to any employee/official of NBCC or any other person acting on behalf of NBCC, any gift, consideration, commission, gratification or other benefit as an inducement or reward for doing or refraining from doing any act in relation to obtaining, execution or performance of this or any other contract with NBCC;
- If the Service Provider enters into any arrangement or contract with NBCC in connection with which any commission, brokerage or other consideration has been paid or agreed to be paid by the Service Provider, or to its knowledge,

unless the particulars and terms thereof have been fully disclosed in writing to NBCC in advance;

- If the Service Provider has obtained the Contract by submitting false, misleading, forged or materially incorrect information/documents, by adopting non-bona-fide methods of competitive tendering, by misrepresentation or concealment of material facts, or commits any breach of the Integrity Pact, where applicable;
- If the Service Provider, being an individual or firm, is adjudged insolvent, becomes subject to any insolvency proceedings, receiving order, administration order, liquidation proceedings or any arrangement/composition with creditors, except where such proceedings are undertaken solely for lawful amalgamation or reconstruction and do not adversely affect the performance of the Contract;
- If the Service Provider, being a company, passes a resolution for winding up, is ordered by a competent court/tribunal to be wound up, has a receiver, administrator or manager appointed over its assets or undertaking, or circumstances arise which entitle any competent authority, court, tribunal or debenture holder to appoint such receiver, administrator or manager;
- If any execution or attachment is levied upon the assets of the Service Provider and such execution/attachment continues for a period of 21 (Twenty-One) days or otherwise materially affects its ability to perform the Contract;
- If the Service Provider assigns, transfers, sub-contracts, sub-lets or otherwise parts with the whole or any substantial portion of the services/Scope of Work, or attempts to do so, without obtaining the prior written approval of NBCC, except for those sub-contracting arrangements expressly permitted under the Contract;
- If the Service Provider fails to maintain the website/mobile application or associated systems in accordance with the prescribed uptime, performance, cybersecurity, backup, disaster recovery or other Service Level Requirements and such failure constitutes a material or persistent breach of the Contract;
- If the Service Provider suffers or causes any material breach involving unauthorised disclosure, misuse or loss of confidential information, personal data, Project data, source code, credentials, intellectual property or other information/assets belonging to NBCC/DDA, and fails to take immediate and satisfactory corrective measures;
- If the Service Provider repeatedly fails to provide adequate qualified manpower/resources, technical support or O&M services necessary for satisfactory performance of the Contract, despite written directions from NBCC;
- If the Service Provider fails to maintain the requisite Performance Guarantee, insurance, licences, registrations, statutory compliances or other mandatory contractual requirements and fails to rectify such failure within the period stipulated by NBCC; or
- If, in the reasonable opinion of NBCC, any other material breach or persistent default by the Service Provider occurs which materially affects or is likely to materially affect the timely, secure and satisfactory execution or operation of

the Project and the same is not remedied within the period specified by NBCC in its written notice.

- **Consequences of Determination / Cancellation**
- Where the Service Provider has rendered itself liable for action under any of the circumstances stated above, NBCC may, without prejudice to any other right or remedy available to it under the Contract or applicable law, by written notice:
- Determine/rescind/cancel the Contract, either in full or in part, and have the whole or the balance/unexecuted portion of the Scope of Work completed through another agency/service provider at the risk and cost of the Service Provider. The Performance Guarantee and/or Security Deposit/Retention Money, to the extent permissible under the Contract, shall be liable to forfeiture, without prejudice to NBCC's right to recover any further loss, damage or expenditure incurred;
- Take possession and control of all Project-related materials, documents, designs, source code, databases, configurations, credentials, licences, domain names, digital assets, work products and other deliverables developed/procured for the Project, to the extent required for continuity of the services;
- Engage another agency/service provider or deploy its own resources to carry out, complete, rectify or operate the whole or any part of the Scope of Work, and recover from the Service Provider all costs, charges, losses and expenses incurred or likely to be incurred in this regard;
- Take over and continue the operation of the website, mobile application, hosting environment, databases, integrations and other Project systems, including through access to the Service Provider's Project accounts, repositories, documentation and technical resources, to ensure uninterrupted public services and protection of Project data; and/or
- Measure and take over such completed, partially completed or unexecuted services/deliverables as may be considered necessary and engage another agency to complete the balance work in accordance with the relevant provisions of the Contract.
- The determination/cancellation of the Contract shall not relieve the Service Provider of any liability, obligation or responsibility accrued prior to the date of such determination/cancellation.
- **Recovery of Additional Cost**
- Where NBCC completes or gets completed the whole or any part of the Scope of Work through another agency/service provider at the risk and cost of the Service Provider, all additional costs incurred by NBCC over and above the amount that would otherwise have been payable to the Service Provider for completing such work shall be recoverable from the Service Provider.
- NBCC shall be entitled to recover such amounts from any monies due or becoming due to the Service Provider, including pending bills, Security Deposit/Retention Money, Performance Guarantee and any other amount

payable under this Contract, without prejudice to NBCC's right to recover the balance amount separately.

- If the cost incurred or anticipated to be incurred by NBCC for completion of the balance Scope of Work is less than the amount that would have been payable to the Service Provider had it satisfactorily completed the same, no such saving or benefit shall accrue to the Service Provider.
- **No Compensation on Determination**
- In the event of determination/cancellation of the Contract under this clause, the Service Provider shall have no claim whatsoever for compensation, loss of profit, loss of opportunity, idle resources, committed expenditure, purchased/procured materials, software licences, infrastructure, manpower commitments, sub-contractual commitments or any other loss or expense incurred by it in connection with the Contract.
- The Service Provider shall be entitled only to payment for such services/deliverables as have been actually performed, completed and accepted by NBCC, after accounting for all recoveries, deductions, penalties, damages, additional costs and other amounts recoverable from the Service Provider under the Contract.
- No payment shall become due merely on account of expenditure incurred or commitments made by the Service Provider towards execution of the Contract unless the corresponding services/deliverables have been satisfactorily completed and accepted by NBCC.
- **Continuity of Essential Services**
- Notwithstanding determination/cancellation of the Contract, the Service Provider shall, where directed by NBCC, continue to provide such essential O&M, technical support, cybersecurity, hosting, backup, data access and transition services as may reasonably be required to ensure uninterrupted operation of the website/mobile application and orderly transition to NBCC or its nominated agency, for a period specified by NBCC.
- The Service Provider shall fully cooperate in such transition and shall hand over all Project data, source code, documentation, credentials, domain registrations, licences, configurations and other Project assets without withholding the same on account of any disputed payment or claim.
- The exercise of any of the above rights by NBCC shall be without prejudice to its right to invoke any other provision of the Contract or pursue any other remedy available under the Contract or applicable law.

8.7. CARRYING OUT PART WORK AT THE RISK AND COST OF THE CONTRACTOR

- If the Service Provider/Contractor:
- At any time during the currency of the Contract makes default in the performance of the Scope of Work, or fails to execute any part of the work with due diligence, efficiency or within the prescribed time, and continues such

default even after receipt of a written notice of 7 (Seven) days from the Engineer-in-Charge/NBCC; or

- Commits default in complying with any of the terms, conditions, specifications, Service Level Requirements or other obligations of the Contract and fails to remedy such default, or fails to take effective corrective measures, within 7 (Seven) days of receipt of written notice from the Engineer-in-Charge/NBCC; or
- Fails to complete any deliverable, milestone, module, implementation activity, Go-Live activity or other item of work having a stipulated date of completion within the prescribed time and fails to complete the same within the additional period specified in the written notice issued by the Engineer-in-Charge/NBCC;
- then, without necessarily determining/cancelling the Contract under the relevant clause relating to Cancellation/Determination of Contract, and without prejudice to any other right or remedy available to NBCC under the Contract or applicable law, the Engineer-in-Charge/NBCC may, by written notice, take out of the hands of the Service Provider/Contractor the whole or any part of the work, services or incomplete deliverables and get the same executed through another agency/service provider or by any other means at the risk and cost of the Service Provider/Contractor.
- For this purpose, the Engineer-in-Charge/NBCC shall have the right to:
- take possession and control of such Project-related materials, documents, work products, source code, databases, software configurations, licences, credentials, domain registrations, hosting arrangements, digital assets and other resources belonging to or procured specifically for the Project, to the extent necessary for completion and continuity of the services; and/or
- arrange for execution, completion, rectification, replacement, deployment or operation of the part work/part incomplete work, deliverables or services through another agency/service provider or by any other means, at the risk and cost of the Service Provider/Contractor.
- The Engineer-in-Charge/NBCC shall determine the additional amount, if any, recoverable from the Service Provider/Contractor towards the cost incurred or likely to be incurred for completing the part work/part incomplete work taken out of its hands, together with any loss or damage suffered by NBCC on account of such action. The liability of the Service Provider/Contractor on account of loss or damage suffered by NBCC under this clause shall be subject to the limits, if any, specifically prescribed under the Contract.
- In determining the amount recoverable, due credit shall be given to the Service Provider/Contractor for:
- the value of work/services satisfactorily completed and accepted, determined in accordance with the applicable Contract rates and conditions;
- the value of materials, software licences, subscriptions or other Project assets of the Service Provider/Contractor, if any, which are taken over by NBCC and actually incorporated or utilised for completion of the Scope of Work; and
- the reasonable value of any usable infrastructure, equipment or other resources belonging to the Service Provider/Contractor which are taken over

and actually utilised for completion of the balance Scope of Work, as determined by the Engineer-in-Charge/NBCC.

- The determination/certificate of the Engineer-in-Charge/NBCC regarding the value of work/services completed, materials/assets taken over and the expenditure incurred or likely to be incurred for completing the balance work shall, subject to the provisions of the Contract, be final and binding for the purpose of recovery under this clause.
- Provided always that action under this clause shall be taken only after issuance of the requisite written notice to the Service Provider/Contractor, except where immediate intervention is necessary to protect public safety, Project data, cybersecurity, critical digital infrastructure, continuity of essential services or other interests of NBCC/DDA, in which case NBCC may take such immediate protective measures as are reasonably necessary.
- If the expenditure incurred by NBCC for completion of the part work/part incomplete work is less than the amount that would otherwise have been payable to the Service Provider/Contractor under the Contract for satisfactory completion of such work, the resulting saving shall not be payable or credited to the Service Provider/Contractor.
- Any excess expenditure, additional cost, loss or damages incurred or likely to be incurred by NBCC in completing the part work/part incomplete work, after allowing the admissible credit as above, shall, without prejudice to any other right or remedy available to NBCC under the Contract or applicable law, be recoverable from any amount due or becoming due to the Service Provider/Contractor, including running bills, final bill, Security Deposit/Retention Money, Performance Guarantee and any other sums payable under the Contract.
- If the amount available with NBCC is insufficient to recover the entire amount due, NBCC shall issue a written demand to the Service Provider/Contractor requiring payment of the outstanding amount within 30 (Thirty) days from the date of such demand. The Service Provider/Contractor shall be liable to pay the outstanding amount within the stipulated period.
- In the event of failure by the Service Provider/Contractor to make payment within the aforesaid period of 30 days, NBCC shall, subject to applicable law and the terms of the Contract, have the right to take appropriate action for recovery, including sale/disposal of any unused materials, equipment, plant, machinery, temporary installations or other recoverable assets of the Service Provider/Contractor available at the Project site, and adjust the net proceeds thereof against the amount recoverable from the Service Provider/Contractor.
- If any balance amount remains outstanding thereafter, the same shall be recoverable from the Service Provider/Contractor in accordance with the provisions of the Contract and applicable law.
- The Service Provider/Contractor shall have no claim for compensation, loss of profit, loss of opportunity, idle resources, procurement commitments, purchased materials, software/licence commitments, manpower commitments, sub-contractual liabilities, advances or any other loss or expenditure incurred by it on account of NBCC exercising its rights under this clause.

- The exercise of the right to get part work/part incomplete work executed at the risk and cost of the Service Provider/Contractor shall not relieve the Service Provider/Contractor of any other contractual liability, nor shall it prejudice any other right or remedy available to NBCC, including the right to subsequently determine/cancel the Contract in full or part in accordance with the relevant provisions of the Contract.

8.8. FINANCIAL ASSISTANCE TO THE SERVICE PROVIDER / CONTRACTOR

- Notwithstanding anything contained in any other provision of the GCC/SCC, interest-bearing financial assistance up to a maximum of 90% of the net amount payable against duly verified Running Account Bill(s) remaining unpaid for more than 15 days may be provided to the Service Provider/Contractor, at the sole discretion of NBCC, upon specific written request, only where NBCC is unable to release the corresponding payment due to non-receipt of proportionate funds from the Client/DDA. Such financial assistance shall be considered only if the Engineer-in-Charge is satisfied that the bill has been duly verified and certified, the amount is otherwise payable under the Contract, and release of such assistance is likely to facilitate satisfactory progress of the Project, with the corresponding payment from the Client/DDA expected within a short period.
- The financial assistance, if sanctioned, shall carry simple interest at the rate applicable to the Mobilization Advance under the Contract, calculated from the date of release until the date of recovery. The principal amount together with applicable interest shall be recovered by adjustment from subsequent bills/amounts payable to the Service Provider/Contractor immediately upon receipt by NBCC of the corresponding dues from the Client/DDA, or in such other manner as may be decided by NBCC. The Service Provider/Contractor shall, prior to release of such assistance, furnish an undertaking in the prescribed format confirming that the financial assistance is being availed entirely at its own request and shall indemnify NBCC against any claim, dispute, demand, interest, compensation, loss or liability arising out of or in connection with such financial assistance.
- Grant of financial assistance shall not constitute any right or entitlement of the Service Provider/Contractor, nor shall it be construed as acceptance of defective/incomplete work or services, waiver of any contractual obligation, extension of time, acknowledgement of any additional claim or modification of the Contract. NBCC shall retain all its rights and remedies under the Contract, and no claim shall lie against NBCC for non-sanction, reduction, deferment or withdrawal of such financial assistance.

8.9. DIRECT PAYMENT TO SUB-CONTRACTORS / VENDORS

- NBCC shall ordinarily not make any direct payment to any vendor, sub-contractor, manpower agency or other third party engaged by the Service Provider/Contractor; however, at its sole discretion, NBCC may, upon specific written request/authorisation of the Service Provider/Contractor or on the advice/direction of the Client/DDA, make direct payment in exceptional circumstances such as insolvency proceedings, freezing/attachment of bank accounts, automatic debit by banks/creditors, suspected diversion/mis-utilisation of Project funds or any other circumstances where non-payment of legitimate Project liabilities is likely to affect procurement, services or progress of the Project. Any such payment shall be treated as payment made on behalf of and on account of the Service Provider/Contractor and shall be adjusted against its pending/future/final bills. Prior to such payment, the Service Provider/Contractor shall furnish the prescribed Indemnity Bond/Undertaking, duly verify the relevant bill/claim and provide all requisite documents and payment particulars; NBCC may thereafter issue a Comfort Letter to the concerned vendor/sub-contractor, if considered necessary. Such direct payment shall not relieve the Service Provider/Contractor of any contractual, statutory, tax, labour or other liability towards the vendor/sub-contractor or any other party. Where such payment relates to plant, machinery, equipment or other resources which are not directly billable but are recoverable/adjustable under the Contract, the payment shall be treated as an advance to the Service Provider/Contractor and shall carry interest at the rate applicable to the Mobilization Advance until fully recovered. The decision of NBCC regarding whether, to whom, and to what extent any direct payment shall be made, and the manner of its recovery/adjustment, shall be final and binding on the Service Provider/Contractor, and no such payment shall create any contractual relationship or independent claim of the vendor/sub-contractor against NBCC/DDA.

8.10. SUBLETTING / SUB-CONTRACTING

- Sub-contracting of the Scope of Work, excluding design and development activities and bona fide procurement of standard/licensed products, software, cloud services and other bought-out items, shall generally be limited to a maximum of 40% of the total Contract Value. The Service Provider shall intimate the Engineer-in-Charge/NBCC regarding each proposed sub-contract and certify that the cumulative value of all sub-contracts awarded remains within the aforesaid limit. A copy of the sub-contract agreement, together with relevant details of the proposed sub-contractor, shall be furnished to NBCC within 15 days of execution and, in any case, not later than 7 days prior to commencement of the relevant services. For major sub-contracts valued at ₹50.00 lakh or above, prior written approval of NBCC shall be mandatory. NBCC may withhold its consent if the proposed sub-contractor does not possess adequate capability, experience, technical resources or financial capacity, and shall endeavour to communicate such decision within 15 days to enable the Service Provider to make alternative arrangements. Any modification to an approved sub-contract shall require prior written approval of NBCC. All terms and conditions of sub-contracts and all payments, liabilities and obligations arising between the Service Provider and its sub-contractors shall be solely the responsibility of the Service Provider and shall be deemed to have been included in the quoted Contract Price. Sub-contracting any part of the Scope of Work shall not, in any manner, relieve the Service Provider of its responsibility for the quality, performance, security, timely completion or successful operation of the final deliverables.
- The Service Provider may engage specialist agencies/sub-contractors for specialised components of the Scope of Work, such as cloud hosting and infrastructure, cybersecurity, GIS, UI/UX, mobile application development, payment gateway integration, SMS/e-mail/communication services, domain/SSL services, content management, testing and quality assurance, DevOps, data migration and other specialised IT services, subject to the applicable approval requirements under the Contract. The Service Provider shall furnish to NBCC the name and complete

particulars of each such specialist agency, including its relevant experience, technical expertise, financial capacity, technical manpower, infrastructure/resources and details of similar works executed and presently under execution. Wherever prior written approval of NBCC is stipulated, the Service Provider shall obtain such approval before deployment of the specialist agency/sub-contractor.

- The Service Provider shall ensure that all terms and conditions of the Contract applicable to the Service Provider, to the extent relevant to the services being sub-contracted, are incorporated in the respective sub-contract agreements so as to enable the Service Provider to fully comply with its obligations towards NBCC. The sub-contractor engaged for any specialised or significant component shall possess appropriate technical capability, experience, manpower, infrastructure and financial capacity commensurate with the nature and value of the proposed sub-contract. The Service Provider shall remain fully responsible for verifying the credentials and suitability of its proposed sub-contractors and for ensuring that their engagement does not adversely affect the quality, security, performance or timely completion of the Project.
- Notwithstanding any consent or approval granted by NBCC for engagement of any sub-contractor or specialist agency, the Engineer-in-Charge/NBCC shall have the right, at any time during the Contract Period, to direct the Service Provider to remove or replace any such sub-contractor from the Project or from any off-site location involved in development, hosting, storage, processing or management of Project data, where, in the opinion of NBCC, the performance, conduct, capability, security compliance, confidentiality practices or other circumstances relating to such sub-contractor are considered unsatisfactory or detrimental to the interests of the Project. The Service Provider shall promptly comply with such direction and make suitable alternative arrangements without any additional financial implication to NBCC/DDA, and such removal or replacement shall not relieve the Service Provider of any of its contractual obligations or liabilities.

8.11. FORECLOSURE OF CONTRACT BY NBCC/OWNER

- If, at any time after commencement of the Contract, NBCC/DDA, for any reason whatsoever, decides to abandon the Project or determines that the whole or any part of the Scope of Work is no longer required to be executed, the Engineer-in-Charge/NBCC shall issue a written notice to the Service Provider/Contractor specifying the whole or part of the Scope of Work proposed to be foreclosed. Upon such foreclosure, the Service Provider/Contractor shall have no claim whatsoever against NBCC/DDA for compensation, loss of profit, loss of anticipated profit, loss of business opportunity or any other benefit which it might have derived from execution of the whole Contract or the foreclosed portion thereof but which it did not derive as a consequence of such foreclosure. The Service Provider/Contractor shall, however, be entitled to payment for the services/deliverables actually performed, completed and accepted by NBCC up to the effective date of foreclosure, after adjustment of all applicable recoveries, deductions and liabilities under the Contract.

8.12. DEFECTS LIABILITY PERIOD

- The Service Provider/Contractor shall be responsible for rectification, correction and removal of all defects, deficiencies, errors, bugs, security vulnerabilities, performance issues and other non-conformities in the website, mobile application,

Digitally signed by DEEPAK KUMAR SONI
Date: 2026.09.29 16:59:45 IST

software, integrations, databases, documentation and other deliverables provided under the Contract for a period of 12 (Twelve) months from the date of Go-Live/commissioning and acceptance of the respective deliverables or taking over by NBCC/DDA, whichever is later. Any defect or deficiency noticed during the Defects Liability Period and brought to the notice of the Service Provider shall be attended to and rectified promptly, at its own cost and without any additional financial implication to NBCC/DDA. In case the Service Provider fails to rectify the notified defect/deficiency within the time specified by NBCC, NBCC shall, without prejudice to any other right or remedy available under the Contract or applicable law, have the right to get the same rectified through another agency or by any other means at the risk and cost of the Service Provider, and recover the expenditure so incurred from any amount due or becoming due to the Service Provider, including the Security Deposit/Retention Money and Performance Guarantee.

8.13. FORCE MAJEURE

- Neither party shall be liable for any delay or failure in performance to the extent caused by events beyond its reasonable control, including acts of God, natural calamities, fire, explosion, flood, war, civil disturbance, governmental orders, legislation, statutory restrictions or other similar events. Failure or delay of the Client/Owner in providing required access/approvals or releasing funds to NBCC, where such failure directly affects execution of the Contract, shall also constitute Force Majeure. The affected party shall promptly notify the other party and both parties shall make reasonable efforts to minimise the impact and resume performance at the earliest. The time for performance shall be extended for the period of actual delay attributable to the Force Majeure event. If such event continues for a prolonged period and prevents continuation of the Contract, NBCC may, at its discretion, foreclose/terminate the whole or affected part of the Contract without liability for loss of profit or other consequential compensation; however, payment shall be made for services/deliverables satisfactorily completed and accepted up to the date of such foreclosure/termination.

8.14. NO COMPENSATION CLAUSE

- The Service Provider/Contractor shall have no claim whatsoever for compensation, idle charges, loss of profit, overheads, loss of opportunity or any other additional payment against NBCC on account of any delay, suspension, hindrance, interruption, reduction or non-availability of work, access, resources or any other circumstances, except where expressly provided otherwise under the Contract.

8.15. DIRECTION FOR WORKS

- All services and works under the Contract shall be executed strictly in accordance with the directions, instructions and approvals of the Engineer-in-Charge/NBCC, who shall be entitled to direct the Service Provider/Contractor, from time to time, regarding the manner, sequence, methodology, location, timing and other aspects of execution, implementation and operation of the Scope of Work. The Service Provider/Contractor shall promptly comply with all such lawful directions and shall ensure that the same are duly incorporated in the execution of the work.

- The Engineer-in-Charge/NBCC or his authorised representative may issue or confirm instructions relating to the execution of the work during inspections, meetings or through written/electronic communication. Wherever applicable, such

Digitally signed by DEEPAK KUMAR SONI
Date: 2026.09.29 16:50:45 IST

instructions shall be recorded in the Works Site Order Book/Instruction Register maintained at the Project office/site. The Service Provider/Contractor or its authorised representative shall acknowledge receipt of such instructions and shall promptly take necessary action in accordance therewith. Any clarification or objection regarding an instruction shall be submitted in writing to the Engineer-in-Charge without delaying or adversely affecting the progress of the work, unless otherwise directed by NBCC.

8.16. WATER AND ELECTRICITY

- The Service Provider/Contractor shall make, at its own cost and responsibility, all necessary arrangements for water and electrical power required for execution, implementation, testing, commissioning and other purposes under the Contract, including obtaining necessary connections, permissions and metering arrangements, wherever required. The Service Provider/Contractor shall bear and pay all applicable electricity, water, connection, metering, consumption and other associated charges during the Contract Period. The Service Provider/Contractor shall also make adequate standby/backup arrangements for water and electrical power, including suitable backup power systems, wherever required, to ensure uninterrupted execution and operation of the services and to avoid disruption to the Project. No additional payment shall be admissible from NBCC/DDA on account of such arrangements or associated expenditure.

8.17. CO-ORDINATION WITH OTHER AGENCIES

- The Service Provider/Contractor shall plan and execute the Scope of Work in close coordination with NBCC, DDA and all other agencies, operators, concessionaires, service providers and stakeholders working at or associated with Bharat Vandana Park, so that its activities do not obstruct, disrupt or adversely affect the works, operations, visitor services, events or activities of other agencies. Such coordination shall, inter alia, include the O&M Agency, Event Aggregator/Event Management Agency, Site Security Agency, Park Attractions Agencies/operators such as Boating and Fun Park, Restaurant/Kiosk/Bay Allottees, Sponsors, Advertising Agencies, Parking Management Agency and other agencies engaged for operation, maintenance, events, attractions, commercial activities and public services within the Park.
- The Service Provider/Contractor shall be responsible for obtaining all necessary inputs, information, data, schedules, operational procedures, inventories, service details, forms, workflows, rules, charges, availability, booking requirements, contact details and other relevant information from the above agencies/stakeholders as may be required for development and operation of the website and mobile application. The Service Provider shall study and understand their day-to-day activities and digitise, systematise and translate such activities, wherever applicable, into appropriate digital workflows, modules, forms, dashboards, booking systems, notifications, reporting mechanisms and other functionalities within the website/mobile application. This shall include planning the required information flow and inter-agency interfaces, developing the necessary functionality, integrating the same into the overall digital platform and coordinating with the concerned agencies for testing, validation, implementation and subsequent operational use. The Service Provider shall take the lead in such coordination and shall not merely rely upon the information initially furnished by NBCC/DDA.

- The Service Provider shall nominate an authorised representative for inter-agency coordination and shall attend coordination meetings, undertake site visits and consultations, collect and validate requisite information, prepare process/workflow documents, identify interface requirements, coordinate API/system/data integrations wherever required, and ensure timely incorporation of approved inputs and operational requirements into the website and mobile application. The Service Provider shall also periodically review the functioning of such integrated workflows during the O&M period and make necessary updates arising from changes in operations, events, attractions, commercial activities, tariffs, schedules, agencies, services or operational procedures, within the Scope of Work.
- The Service Provider shall remain responsible for ensuring that all such inter-agency requirements are appropriately captured, digitally enabled, integrated and operationally functional. Any delay in obtaining routine operational inputs from agencies shall be promptly brought to the notice of NBCC along with details of the pending inputs and proposed interim arrangements. No additional payment shall be admissible for coordination, collection/validation of inputs, process mapping, digitisation, workflow development, integration, testing, implementation or updating of such requirements, as the same shall be deemed to be included in the Scope of Work and quoted Contract Price.
- In case of any dispute or conflict between the Service Provider and any other agency in relation to coordination, data/input requirements, system interfaces or execution of the Scope of Work, the decision of NBCC/Engineer-in-Charge shall be final and binding on the Service Provider. No claim for additional payment, compensation, idle charges, loss of profit or extension of time shall be entertained on account of such coordination or interface requirements, except where expressly provided otherwise under the Contract.

8.18. POSSESSION / USE PRIOR TO COMPLETION

- NBCC/DDA shall have the right, at any time during the Contract Period, to take possession of or use any completed or partially completed website module, mobile application module, digital service, functionality, platform component or other part of the Scope of Work, as may be considered necessary for operational, public-service, testing, event, promotional or other Project requirements. Such possession or use shall not constitute acceptance, approval or deemed completion of any work or deliverable which has not been completed and accepted in accordance with the Contract. The Service Provider shall, notwithstanding such use, remain responsible for completing, rectifying, integrating and maintaining the remaining works/deliverables in accordance with the Contract. Where such prior possession or use by NBCC/DDA demonstrably affects or delays the Service Provider's ability to complete the balance Scope of Work, the Engineer-in-Charge may, after due assessment, allow such reasonable extension of time as may be warranted, without any additional financial implication except as expressly provided under the Contract. The decision of the Engineer-in-Charge/NBCC in this regard shall be final and binding on the Service Provider.

8.19. IT Infrastructure, Software & AI Tools

The Service Provider shall, at its own cost, provide and maintain all necessary IT infrastructure, hardware, licensed software, development, testing, security and communication tools required for execution and O&M of the Contract, including computers/workstations, internet connectivity, printers/scanners, power backup, project management and code management tools, as applicable. The successful bidder shall also provide, within 15 days of the date of Award of Work, a minimum 4-year subscription/licence for a reputed AI-based knowledge and research platform such as ChatGPT / Claude or equivalent, as approved by the NBCC, for research, technical assistance and knowledge updation of the project team. All associated procurement, subscription, licensing, installation, maintenance and renewal costs shall be borne by the Service Provider and deemed included in the Contract Price, with no additional financial implication to NBCC/DDA. In case of failure to provide/maintain the stipulated AI subscription within the prescribed period, ₹25,000/- plus applicable GST per month shall be recovered from the Service Provider's monthly bills until compliance is achieved, without prejudice to any other contractual action.

9. Special Conditions of Contract

9.1. INDEMNITY

- The Agency shall indemnify, defend and hold harmless NBCC (India) Limited & DDA, its officers, employees, representatives, client departments and statutory authorities connected with Bharat Vandana Park from and against any and all losses, damages, claims, liabilities, penalties, fines, costs and expenses, including reasonable legal expenses, arising out of or in connection with:
  - breach of obligations under this Agreement;
  - deficiency in services;
  - negligence, misconduct or omission by the Agency;
  - violation of applicable laws, rules or regulations;
  - third-party claims;
  - bodily injury, death or property damage attributable to the Agency;
  - infringement of intellectual property rights;
  - unauthorized use of copyrighted or licensed material;
  - breach of confidentiality or data protection obligations;
  - acts or omissions of the Agency’s personnel, vendors, performers, artists, consultants or sub-contractors.

The total liability under this clause shall ordinarily not exceed the total contract value.

9.2. WEBSITE TRAFFIC MANAGEMENT, PEAK LOAD HANDLING & CRASH PROTECTION

The Service Provider shall be solely responsible for the **design, development, deployment, configuration, performance optimisation and continuous monitoring** of the website and associated digital platforms to ensure their reliable, secure and uninterrupted availability under normal as well as **high/peak traffic conditions**.

The Service Provider shall undertake appropriate capacity planning and shall design the system architecture, hosting infrastructure, database, application layer, content delivery mechanism and other relevant components to withstand anticipated and sudden increases in website traffic, particularly during **park inauguration, major events, festivals, holidays, ticket-booking periods, promotional campaigns, public announcements and other high-footfall occasions**.

The Service Provider shall, inter alia, ensure the following:

- **Scalability and auto-scaling:** The hosting and application infrastructure shall be capable of scaling resources, wherever technically feasible, to accommodate sudden increases in concurrent users, requests and transactions without degradation of essential services.

- **Load balancing:** Appropriate load-balancing mechanisms shall be implemented wherever required to distribute traffic across application/server resources and avoid any single point of overload or failure.
- **Peak-load and stress handling:** The system shall be subjected to appropriate load, stress, endurance and performance testing prior to Go-Live and thereafter whenever major changes are introduced, with the objective of establishing its capacity to handle the specified peak (25,000) concurrent (5,000) users and transaction volumes.
- **Crash protection and service continuity:** The Service Provider shall implement appropriate safeguards against application crashes, server failures, database overload, memory exhaustion, excessive API requests and other conditions that may result in service disruption. Suitable failover, recovery and restart mechanisms shall be provided to minimise downtime.
- **Database and transaction protection:** The Service Provider shall ensure that increased traffic or simultaneous transactions do not result in database corruption, duplicate transactions, loss of booking/payment information, inconsistent records or failure of critical transactions.
- **Website availability:** The website and critical visitor-facing services, including ticketing/booking and other online services, shall remain available and responsive during peak periods, subject to scheduled maintenance and circumstances beyond the reasonable control of the Service Provider.
- **Traffic monitoring and alerting:** Real-time or near-real-time monitoring of website traffic, concurrent users, server utilisation, response time, database performance, bandwidth consumption, error rates and other relevant performance parameters shall be undertaken. Automated alerts shall be configured for abnormal traffic, resource exhaustion, service degradation and potential system failure.
- **Protection against abnormal/malicious traffic:** Appropriate application-level and infrastructure-level controls, including rate limiting, traffic filtering, Web Application Firewall (WAF), DDoS protection and other suitable mechanisms, shall be implemented to protect the website and application infrastructure from abnormal, automated or malicious traffic.
- **Content Delivery and caching:** Wherever appropriate, caching and Content Delivery Network (CDN) mechanisms shall be deployed to efficiently serve static and frequently accessed content and reduce unnecessary load on the application and database servers.
- **Performance optimisation:** The Service Provider shall periodically review and optimise the application code, database queries, APIs, server configuration, media files and other relevant components to maintain acceptable response times and system performance.
- **Disaster recovery and backup:** Adequate backup, restoration, disaster recovery and business continuity mechanisms shall be established for critical application data, databases and configurations, in accordance with the requirements specified elsewhere in the Tender Document.
- **Incident response:** In the event of website/application slowdown, failure or crash, the Service Provider shall immediately investigate the cause, initiate corrective measures and restore the affected services within the applicable SLA timelines. Critical incidents shall be promptly reported to NBCC along

with the cause, corrective action and measures proposed to prevent recurrence.

The Service Provider shall submit to NBCC, as part of the implementation and acceptance process, a **Capacity Planning and Peak Traffic Management Plan** indicating the proposed infrastructure capacity, anticipated concurrent users/traffic, performance benchmarks, scalability provisions, load-balancing arrangements, monitoring mechanism, failover/recovery arrangements and emergency response procedure.

The Service Provider shall be responsible for ensuring that the website/application infrastructure is adequately provisioned and configured throughout the Contract Period. Any additional infrastructure resources, hosting capacity, bandwidth, CDN, security services or other technical resources required within the approved Scope for handling the anticipated or reasonably foreseeable peak traffic shall be arranged by the Service Provider within the quoted Contract Price, without any additional financial implication to NBCC/DDA.

The Service Provider shall not attribute website downtime, application crash or degradation of performance during foreseeable peak traffic periods to increased visitor traffic where such traffic falls within the capacity and performance requirements specified under the Contract. Any failure arising from inadequate capacity planning, improper configuration, deficient performance optimisation or failure to implement the prescribed safeguards shall be rectified by the Service Provider at its own cost and shall be dealt with in accordance with the applicable SLA/penalty provisions of the Contract.

9.3. INTELLECTUAL PROPERTY & OWNERSHIP:

All concepts, design, coding, software, website, logo, mobile application, all creative material, promotional content and intellectual property developed under such innovative initiatives during the contract period shall remain the property of NBCC (India) Limited unless specifically agreed otherwise in writing. NBCC shall retain perpetual rights for use, replication, modification and future implementation, scaling of such concepts.

The Agency shall not use content; photographs; provided material or information etc., for publicity, portfolio, awards or commercial use without prior written approval of NBCC. The Agency shall ensure that all third-party content used is duly licensed for intended use. The Agency shall indemnify NBCC against any intellectual property infringement claims arising from the services rendered under this Agreement.

Ownership, Copyright, Domain Registration and Statutory Registration

The Successful Bidder/Service Provider shall, as part of the Scope of Work and without any additional financial implication to NBCC/DDA, be fully responsible for the conceptualisation, design, development, registration, procurement and legal protection of all intellectual property and digital assets required for the Bharat Vandana Park website and mobile application suite.

The scope of work shall, inter alia, include the following:

1. **Park Logo and Brand Identity:** The Service Provider shall conceptualise and design the official logo of Bharat Vandana Park, along with such basic brand identity elements as may be required for use across the website, mobile application, digital platforms, signage and other approved communication media. The Service Provider shall undertake all necessary procedures for obtaining copyright/trademark/other applicable statutory protection or registration of the logo and associated artwork, as directed by NBCC/DDA.
2. **Copyright and Intellectual Property:** The Service Provider shall obtain, at its own cost, all necessary copyright registrations, licences, permissions, assignments and other intellectual property rights in respect of the logo, artwork, graphics, photographs, videos, software, source code, UI/UX designs, content developed by the Service Provider, databases, application components, website and mobile application and all other deliverables developed specifically under the Contract. All such rights, title and interest, upon creation/payment/acceptance as applicable, shall vest in and remain with DDA/NBCC, as applicable, without any continuing royalty, licence fee or other payment to the Service Provider.
3. **Domain Name Registration:** The Service Provider shall identify, procure and register suitable domain name(s) for the official Bharat Vandana Park website, as approved by NBCC/DDA, with the domain registrar for the required period. The domain name(s) shall be registered in the name of NBCC/DDA, as directed by NBCC, and all registration, renewal, transfer, DNS, privacy/protection and other associated charges during the Contract Period shall be borne by the Service Provider.
4. **Website, Mobile Application and Digital Assets:** All website/application-related accounts, repositories, licences, certificates, API credentials, cloud/service accounts, domain management credentials, source-code repositories and other digital assets created or procured specifically for the Project shall be established in the name of NBCC/DDA wherever technically and commercially feasible. The Service Provider shall ensure that NBCC/DDA has uninterrupted administrative access and shall hand over all credentials, keys, certificates, source code and relevant documentation at Go-Live and/or upon expiry/termination of the Contract.
5. **Statutory/Regulatory Registrations and Permissions:** Wherever any registration, approval, licence, certification, copyright registration, trademark application, domain registration or other permission is required from any Government Department, statutory authority, registrar, licensing authority or other competent authority for implementation or operation of the website/mobile application, the Service Provider shall prepare and submit all requisite applications, forms, documents and supporting materials and shall diligently pursue the same.

6. **Assistance from NBCC/DDA:** NBCC/DDA shall, wherever required, provide reasonable assistance by issuing appropriate authorisation letters, recommendation letters, NOCs, confirmations or other official communications to the concerned authorities, registrars or service providers for facilitating such registration/approval. Such assistance shall not relieve the Service Provider of its responsibility for preparing the documentation, making applications, coordinating with the concerned authorities and completing the registration/approval process.
7. **All Associated Costs:** All fees, registration charges, professional charges, statutory fees, licence fees, domain registration/renewal charges, copyright/trademark filing fees, certification charges, documentation charges, testing/certification charges and any other expenditure incidental to the above activities shall be entirely borne and paid by the Service Provider and shall be deemed to have been included in its quoted Contract Price. No additional payment whatsoever shall be admissible to the Service Provider on this account.
8. **Third-Party Rights:** The Service Provider shall ensure that no third-party copyrighted material, trademark, software, image, font, graphic, code, content, API, plugin or other intellectual property is incorporated into the Project without obtaining the requisite rights/licences/permissions. The Service Provider shall be solely responsible for any claim, demand, litigation, penalty, royalty or liability arising from infringement of any third-party intellectual property right attributable to the Service Provider or its sub-contractors/vendors.
9. **Renewal and Continuity:** The Service Provider shall ensure that all registrations, licences, domain names, SSL/TLS certificates, subscriptions and other essential digital services required for uninterrupted operation of the website and mobile application remain valid throughout the entire Contract Period. Any renewal required during the Contract Period shall be carried out sufficiently in advance and at no additional cost to NBCC/DDA.
10. **Final Handover:** Upon completion, expiry or termination of the Contract, the Service Provider shall transfer to NBCC/DDA the latest complete and buildable production source code, complete source-code repository and history, databases, data dictionaries, design files, APIs, integration documentation, build/deployment and CI/CD scripts, configurations, administrative accounts, credentials, domain names, licences, certificates, dependency and licence inventory, technical/user/administrator manuals and all other Project-related intellectual property and digital assets necessary to enable NBCC/DDA or its nominated agency to independently operate, maintain, modify, upgrade and further develop the system. All such assets shall be transferred free from any lien, encumbrance, restriction, vendor lock-in or continuing claim of the Service Provider.

The Service Provider shall be deemed to have fully considered all the above requirements and associated expenditure while quoting its rates. No claim for additional payment, reimbursement or compensation shall be entertained by NBCC/DDA on account of any registration, copyright, trademark, domain, licence, statutory approval, certification, renewal or other associated requirement.

9.4. CONFIDENTIALITY, NON-DISCLOSURE & PUBLICITY

All information, documents, data and materials made available to or accessed by the Service Provider/Agency in connection with the Contract, including but not limited to **event plans, operational strategies, visitor/footfall data, website and application data, security arrangements, emergency response arrangements, internal communications, vendor/supplier details, commercial information, technical information, credentials, system configurations and any other information shared or generated by NBCC/DDA in connection with Bharat Vandana Park**, shall be treated as **Confidential Information**.

The Service Provider/Agency shall:

a) use such Confidential Information strictly and solely for the purpose of performing its obligations under the Contract;

b) restrict access to such information strictly to its employees, authorised personnel, consultants and sub-agencies who have a legitimate **need-to-know** for performance of the Contract and ensure that such persons are bound by confidentiality obligations no less stringent than those contained herein;

c) implement and maintain appropriate administrative, technical, physical and organisational safeguards to protect such information against unauthorised access, use, copying, disclosure, alteration, loss or destruction;

d) not copy, reproduce, transfer, publish, transmit, disclose or otherwise make available any Confidential Information to any third party without the prior written approval of NBCC/DDA, except where such disclosure is mandatorily required under applicable law;

e) immediately notify NBCC/DDA upon becoming aware of any actual or suspected unauthorised access, disclosure, loss, theft, misuse or security breach involving Confidential Information and fully cooperate in mitigating and remedying the same; and

f) upon expiry or termination of the Contract, or earlier if directed by NBCC/DDA, return or securely destroy such Confidential Information and all copies thereof, subject to any information required to be retained under applicable law or specifically authorised in writing by NBCC/DDA.

The Service Provider/Agency shall **not, without the prior written approval of NBCC**, issue or publish any press release, media statement, interview, advertisement, publicity material, social media post, promotional communication, case study, presentation, website content or public announcement referring to **NBCC, DDA, Bharat Vandana Park, the Project, the Contract or the services provided under the Contract**. The Service Provider/Agency shall not use the name, logo, photographs, videos, drawings, data or other intellectual property of NBCC, DDA or

Bharat Vandana Park for any publicity, marketing, commercial reference or promotional purpose without prior written approval.

The Service Provider/Agency shall ensure that its employees, consultants, sub-contractors, vendors and other persons engaged by it comply with the provisions of this clause and shall remain responsible for any breach committed by such persons.

The obligations relating to confidentiality and non-disclosure shall remain in force during the entire Contract Period and for **5 (Five) years after expiry or termination of the Contract**. Notwithstanding the foregoing, information constituting **trade secrets, personal data, security-sensitive information, system credentials or information which is required to remain confidential under applicable law** shall continue to be protected for so long as such information remains confidential or protected under applicable law.

9.5. DECISION OF NBCC

The decision of NBCC regarding assessment of deficiencies; imposition of penalties; classification of incidents; and evaluation of performance shall be final and binding upon the successful bidder.

9.6. Warranty

a. The Service Provider shall warrant that all Goods, equipment, hardware, software products, licences and other items supplied/provided under the Contract are new, unused and of current/recent manufacture/version, wherever applicable, and are not obsolete or nearing End-of-Sale (EOS) / End-of-Life (EOL) / End-of-Support (EOS). The same shall be supported by the Service Provider and the respective OEM, wherever applicable, with requisite warranty, technical support, updates/upgrades, service and spares support to ensure efficient and effective operation throughout the applicable Contract/O&M period.

b. The Service Provider shall warrant that all Goods and other supplied items shall be of acceptable quality and conform to the relevant specifications, approved makes/standards and generally accepted industry standards applicable to such items. All Goods shall be fit for their intended purpose, operate properly and safely, and comply fully with the requirements specified in the Contract. Any relevant latest/recent design improvements, firmware updates, security patches, software updates or product enhancements available from the OEM during the Contract Period shall, wherever applicable and without adversely affecting the approved functionality, be made available without additional cost.

c. The Service Provider shall further warrant that all Goods, equipment, software components and other supplied items shall be free from defects, faults, deficiencies, encumbrances and third-party claims arising from design, material, manufacture, workmanship, installation, configuration or implementation, except to the extent any specific design or material has been expressly prescribed by NBCC/DDA under the Contract.

d. NBCC/DDA shall promptly notify the Service Provider in writing of any defect, fault, deficiency or warranty claim noticed in the Goods, equipment, software components or other supplied items during the applicable warranty period. Upon receipt of such notice, the Service Provider shall, at its own cost and without undue delay, repair, rectify, replace, reconfigure or otherwise remedy the defective item/part/software component, as applicable, without prejudice to any other right or remedy available to NBCC/DDA under the Contract.

e. If the Service Provider, after being notified, fails to satisfactorily remedy the defect/fault within 15 (Fifteen) days, or within such shorter period as may be specified by NBCC having regard to the criticality of the defect, security implications or impact on essential services, NBCC may, without prejudice to its other contractual or legal rights, undertake or arrange the necessary remedial action through another agency or by any other means at the risk and cost of the Service Provider, and recover all associated costs, expenses and losses from the Service Provider's pending/future bills, Security Deposit/Performance Guarantee or any other amount due under the Contract.

9.7. Term and Extension of the Contract

a. The term of this Contract shall be initially for a period of 42 months from date of the Award of Contract, including 6 months of Implementation and 36 months of Operations & Maintenance.

b. The Purchaser shall reserve the right to extend the Operations & Maintenance term by 1 year and subsequently by an additional 6 months, subject to a maximum overall contract duration not exceeding 5 years.

c. The discretion on the extension of the contract of the service provider by the Purchaser shall be subject to their satisfactory performance and approval by the NBCC/DDA and shall be binding on the service provider on the same terms and conditions.

d. Where the Purchaser is of the view that no further extension of the term be granted to the Bidder, the Purchaser shall notify the Bidder of its decision at least 2 months prior to the expiry of the Term. Upon receipt of such notice, the Bidder shall continue to perform all its obligations hereunder, until such reasonable time beyond the Term of the Contract within which, the Purchaser shall either appoint an alternative service provider or create its own strength to operate such Services as are provided under this Contract.

9.8. Suspension of Work

a. The Bidder shall, if ordered in writing by the Purchaser, temporarily suspend the works or any part thereof for such a period and such a time as ordered. The Bidder shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works as aforesaid but shall be eligible for the payment (of products/Services delivered and accepted) during the suspension period as per Contract. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the Bidder, if request for same is made and that the suspension was not consequent to any default or failure on the part of the Bidder. Both Bidder and Purchaser acknowledge that suspension of work by Purchaser, if results in extension of Contract, the extra cost shall be on account of Purchaser which shall be mutually agreed. In case the suspension of works, is not consequent to any default or failure on the part of the Bidder and lasts for a period of more than 2 months, the Bidder shall have the option to request the Purchaser to terminate the Contract with mutual consent.

b. In the event that the Purchaser suspends the progress of work for any reason not attributable to the Bidder for a period in excess of 30 days in aggregate, rendering the Bidder to extend his performance bank guarantee then Purchaser shall bear only the cost of extension of such bank guarantee for such extended period restricted to the SBI MCLR subject to the Bidder producing the requisite evidence from the bank concerned.

9.9. Completion of Contract

Unless terminated earlier, the Contract shall remain in force for the duration specified and shall be deemed complete upon expiry of the Contract period. However, completion shall be subject to the Service Provider fulfilling all its obligations, deliverables, and responsibilities under the Contract to the satisfaction of the Purchaser. Any obligations which by their nature are intended to survive the completion or termination of the Contract shall continue to remain in effect.

9.10. Event of Default by the Bidder

1) The failure on the part of the Bidder to perform any of its obligations or comply with any of the terms of this Contract which results in a material breach of the Contract shall constitute an Event of Default on the part of the Bidder. The Events of Default as mentioned above may include inter-alia the following:

   a) the Bidder has failed to adhere to any of the key performance indicators as laid down in the Key Performance Measures / Contract, or if the Bidder has fallen short of matching such standards/targets as the Purchaser may have designated with respect to any task necessary for the execution of the Scope of Work under this Contract which results in a material breach of the Contract. The above-mentioned failure on the part of the Bidder may be in terms of failure to adhere to timelines, specifications, requirements, or any other criteria as defined by the Purchaser.

   b) the Bidder has failed to remedy a failure to perform its obligations in accordance with the specifications issued by the Purchaser, despite being served with a default notice which laid down the specific deviance on the part of the Bidder to comply with any stipulations or standards as laid down by the Purchaser.

c) the Agency / Bidder's Team has failed to conform with any of the Service/Facility Specifications/standards as set out in the Scope of Work of this Tender Document or has failed to adhere to any amended direction, modification or clarification as issued by the Purchaser during the Term of this Contract and which the Purchaser deems proper and necessary for the execution of the Scope of Work under this Contract.

d) the Bidder has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Bid, the Tender Document, and this Contract.

e) There is an order from a court of competent jurisdiction for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Bidder.

f) The Bidder Abandons the project during the Term of the Contract

Where there has been an occurrence of such defaults inter alia as stated above, the Purchaser shall issue a notice of default to the Bidder, setting out specific defaults/deviances/omissions and providing a notice of Forty-Five (45) days to enable such defaulting party to remedy the default committed.

Where despite the issuance of a default notice to the Bidder by the Purchaser the Bidder fails to remedy the default to the satisfaction of the Purchaser, the Purchaser may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to the Purchaser.

9.11. Termination

1) The Purchaser may, terminate this Contract in whole or in part by giving the Bidder a prior and written notice indicating its intention to terminate the Contract under the following circumstances:

a) Where the Purchaser is of the opinion that there has been such Event of Default on the part of the Bidder which would make it proper and necessary to terminate this Contract and may include failure on the part of the Bidder to respect any of its commitments with regard to any part of its obligations under its Bid, the Tender Document or under this Contract.

b) Where it comes to the Purchaser's attention that the Bidder comes in any kind of conflicts of interest with the interests of the Purchaser, in relation to any of terms of the Bidder's Bid, the Tender Document or this Contract

c) Where the Bidder's ability to survive the contractual obligations is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Bidder, any failure by the Bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the Bidder or the happening of any such events that are adverse to the commercial viability of the Bidder. In the event of the happening of any events of the above nature, the Purchaser shall reserve the right to take any steps as are necessary, to ensure the effective transition of the Project to a successor Bidder / service provider, and to ensure business continuity.

d) Termination for Insolvency: The Purchaser may at any time terminate the Contract by giving written notice to the Bidder, without compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Purchaser.

e) Termination for Convenience: The Purchaser, may, by prior written notice sent to the Bidder at least 3 months in advance, terminate the Contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser’s convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. In case of termination, NBCC (India) Limited shall pay for accepted Goods/Services completed up to the date of termination.

9.12. Consequences of Termination

1) In the event of termination of this Contract due to any cause whatsoever, the Contract with stand cancelled effective from the date of termination of this Contract.

2) In case of exigency, if the Purchaser gets the work done from elsewhere, the difference in the cost of getting the work done shall be borne by the successful Bidder.

3) Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of the Bidder or due to the fact that the bidder is unable to survive the contractual obligations, or for any other reason, whatsoever, the Purchaser through re-determination of the consideration payable to the Bidder as agreed mutually by the Purchaser and the Bidder or through a Third Party acceptable to both the parties may pay the Bidder for that part of the Services which have been authorized by the Purchaser and satisfactorily performed by the Bidder up to the date of termination. Without prejudice any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the Bidder as may be required to offset any losses caused to the Purchaser as a result of any act/omissions of the Bidder. In case of any loss or damage due to default on the part of the Bidder in performing any of its obligations with regard to executing the Scope of Work under this Contract, the Bidder shall compensate the Purchaser for any such loss, damages, or other costs, incurred by the Purchaser. Additionally, the subcontractor / other members of its team shall perform all its obligations and responsibilities under this Contract in an identical manner as were being performed before the collapse of the Bidder as described above in order to execute an effective transition and to maintain business continuity. All third

parties shall continue to perform all/any functions as stipulated by the Purchaser and as may be proper and necessary to execute the Scope of Work under the Contract in terms of the Bidder's Bid, the Tender Document, and this Contract.

4) Nothing herein shall restrict the right of the Purchaser to invoke the Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity, and pursue such other rights and/or remedies that may be available to the Purchaser under law.
5) The termination hereof shall not affect any accrued right or liability of either Party nor affect the operations of the provisions of this Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

9.13. Penalty

Ongoing performance and Service Levels (Operations and Maintenance) shall be as per parameters stipulated by the Purchaser in this Contract, failing which the Purchaser may, at its discretion, impose penalties on the Bidder as defined in Conditions of the Contract and Service Level Agreement of the Tender Document.

9.14. Dispute Resolution

1) Any dispute or difference arising out of or in connection with the Contract, including any dispute relating to interpretation, performance, implementation or obligations of either party, shall in the first instance be attempted to be resolved amicably through mutual discussions between the Engineer-in-Charge/designated representative of NBCC and the authorised representative of the Service Provider.
2) Since participation under this Tender is limited to Central Public Sector Undertakings (CPSUs), any dispute remaining unresolved through mutual discussions shall be referred to and dealt with under the Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) in accordance with the extant guidelines/instructions issued by the Department of Public Enterprises, Government of India, as amended from time to time.
3) The parties shall comply with the procedure, authority, timelines and decision-making mechanism prescribed under AMRCD or any successor Government mechanism applicable at the relevant time.
4) Pending resolution of any dispute, the Service Provider shall continue to perform all undisputed obligations under the Contract and shall not suspend or discontinue the Services merely on account of pendency of the dispute.
5) Matters, if any, which are not capable of resolution under the applicable Government mechanism shall be dealt with in accordance with applicable law and the extant NBCC policy, and the Courts at New Delhi shall have jurisdiction, subject to applicable law.

9.15. Insurance

1) The goods supplied under this Contract shall be fully insured by the Bidder, against any loss or damage up to the time it is delivered to the Bidder-designated carrier for shipment to Purchaser or to Purchaser's designated location, The Bidder shall submit to the Purchaser, certificate of insurance issued by the insurance company, indicating that such insurance has been taken.
2) The Bidder shall bear all the statutory levies like customs, insurance, freight, etc. applicable on the goods during their shipment from respective manufacturing/shipment site of the OEM to the port of landing.
3) All charges like transportation charges, octroi, etc. that may be applicable till the goods are delivered at the respective site of installation shall also be borne by the Bidder.
4) The Bidder during the term of this Contract undertakes to ensure that it has taken or shall take up all appropriate insurances for the delivery of Goods that it is required to undertake under law as well as to adequately cover its obligations under this Contract:
    a) shall take out and maintain, at his own cost insurance with IRDAI approved insurers against the risks, and for the coverage, as specified below: shall pay all premium in relation thereto and shall ensure that nothing is done to make such insurance policies void or voidable at the Purchaser's request, shall provide certificate of insurance to the Purchaser showing that such insurance has been taken out and maintained. Employer's liability and workers' compensation insurance in respect of the Personnel of the Bidder / Bidder's Team, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
    b) Insurance against loss of or damage to
        i) Equipment or assets procured or developed in whole or in part for fulfilment of obligations under this Contract.
        ii) the Bidder's assets and property used in the performance of the Services.
5) If the Bidder fails to effect and maintain insurances as described above, the Purchaser may affect and maintain such insurances on behalf of the Bidder and deduct such amounts from the amounts due and payable to the Bidder.

9.16. Transfer of Ownership

The Bidder must transfer all goods, clear and unencumbered titles to the assets and goods procured for the purpose of the Project to the Purchaser at the time of delivery of assets and goods. This includes all licenses, titles, source code, certificates, hardware, devices, equipment is etc. related to the system designed, developed, installed, and maintained by the Bidder.

9.17. Severance

In the event any provision of this Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

9.18. Governing Language

The Contract shall be written in English language. Subject to Clause of General such language versions of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English language only.

9.19. No Claim” Certificate

The Bidder shall not be entitled to make any claim, whatsoever against the Purchaser, under or by virtue of or arising out of, this Contract, nor shall the Purchaser entertain or consider any such claim, if made by the Bidder after he shall have signed a “No claim” certificate in favour of the Purchaser in such forms as shall be required by the Purchaser after the works are finally accepted, along with their final bill.

9.20. Publicity

The Bidder shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the Purchaser first gives the Bidder its written consent.

9.21. Exit Management Plan

1) An Exit Management plan shall be furnished by Bidder in writing to the Purchaser, which shall deal with at least the following aspects of exit management in relation to the Contract as a whole and in relation to the Project Implementation, and Service Level monitoring.
    a) A detailed program of the transfer process that could be used in conjunction with a Replacement Service Provider including details of the means to be used to ensure continuing provision of the Services throughout the transfer process or until the cessation of the Services and of the management structure to be used during the transfer.
    b) Plans for provision of contingent support to Project and Replacement Service Provider for a reasonable period after transfer.
    c) Exit Management plan in case of normal termination of Contract period.
    d) Exit Management plan in case of any eventuality due to which Project is terminated before the Contract period.
    e) Exit Management plan in case of termination of the Bidder.
2) Exit Management plan at the minimum adhere to the following:

a) Three (3) months of the support to Replacement Service Provider post termination of the Contract followed by 03 months of telephonic & Email support.

b) Complete handover of the Planning documents, bill of materials, functional requirements specification, technical specifications of all equipment's, change requests if any, sources codes, reports, documents, and other relevant items to the Replacement Service Provider / Purchaser

c) Certificate of Acceptance from authorized representative of Replacement Service Provider issued to the Bidder on successful completion of handover and knowledge transfer.

d) In the event of termination or expiry of the Contract, Project Implementation, or Service Level monitoring, both Bidder and Purchaser shall comply with the Exit Management Plan

e) During the exit management period, the Bidder shall use its best efforts to deliver the Services.

9.22. IT Act 2008

Besides the terms and conditions stated in this document, the Contract shall also be governed by the overall rules and guidelines as mentioned in Information Technology Act, 2000, as amended by the Information Technology (Amendment) Act, 2008 and as amended from time to time.

9.23. Data Protection, Privacy and Security of Personal Data : The Service Provider shall comply with the provisions of the Digital Personal Data Protection Act, 2023, Digital Personal Data Protection Rules, 2025, and all other applicable laws, rules, regulations, directions and guidelines relating to privacy, cybersecurity and protection of personal data. For the purposes of processing personal data under the Contract, NBCC/DDA shall be the Data Fiduciary and the Service Provider shall act as the Data Processor, except where otherwise required under applicable law. The detailed provisions added under this clause cover the following:

- Purpose Limitation & Lawful Processing: Personal data shall be collected and processed only for the purposes authorised by NBCC/DDA and necessary for providing the contracted services.
- Notice & Consent: Appropriate privacy notices and consent mechanisms shall be incorporated wherever required, and records/evidence of consent shall be maintained.
- Data Minimisation: Only such personal data as is reasonably necessary for the specified purpose shall be collected and processed.
- Security Safeguards: Appropriate technical and organisational safeguards shall be implemented, including encryption, access controls, RBAC/MFA, secure authentication, logging, monitoring, vulnerability management and VAPT.

- Personal Data Breach: Any actual or suspected personal-data breach/security incident shall be promptly reported to NBCC/DDA, with the stipulated initial notification within six hours, followed by investigation, containment, remediation and necessary reports.
- Data Localisation: Project and personal data shall be hosted/stored/processed in accordance with the location requirements stipulated in the Tender, including requirements relating to storage within India.
- Sub-processors/Third Parties: Engagement of sub-processors or third-party service providers handling personal data shall be subject to stipulated controls/approval, and the Service Provider shall remain fully responsible for their compliance.
- Payment Gateway/Third-party Services: Personal and transactional data handled through payment gateways, APIs and other third-party integrations shall be appropriately protected.
- Rights of Data Principals: The system shall facilitate compliance with applicable rights of Data Principals, including access/correction, erasure and grievance-related requirements, as applicable.
- Children's Personal Data: Where children's personal data is processed, the applicable statutory safeguards and consent requirements shall be complied with.
- Retention & Secure Deletion: Personal data shall not be retained beyond the authorised/statutory period and shall thereafter be securely deleted/anonymised or handed over as directed by NBCC/DDA.
- No Commercial Exploitation: The Service Provider shall not use project/personal data for advertising, profiling, analytics for its own commercial purposes, sale, sharing or any purpose unrelated to the Contract.
- Audit & Inspection: NBCC/DDA or its authorised representatives shall have the right to audit/inspect compliance with data-protection and security requirements.
- DPIA/Security Assessment: The Service Provider shall support/conduct Data Protection Impact Assessments, security assessments and other statutory/compliance exercises wherever applicable.
- Ownership and Control of Data: All project data, personal data, databases and associated records generated/processed under the Contract shall remain under the ownership/control of NBCC/DDA, as stipulated in the Tender.
- Exit Management: On expiry/termination, the Service Provider shall transfer the complete data/database and associated records to NBCC/DDA or its nominated agency and securely delete residual copies as directed.
- Business Continuity & Recovery: Adequate backup, disaster recovery and business-continuity arrangements shall be maintained to protect availability and integrity of data.
- Privacy & Security by Design: Privacy, data protection and cybersecurity requirements shall be embedded in the architecture, development, testing, deployment and O&M of the Website/Mobile Application Suite.

- Statutory Changes: The Service Provider shall comply with amendments/new statutory requirements relating to data protection and privacy during the Contract period.
- Indemnity: The Service Provider shall remain responsible for breaches attributable to it and indemnify NBCC/DDA against consequences arising from its non-compliance, subject to the Tender provisions.
- Survival: Confidentiality, data-protection, secure deletion/return and related obligations shall survive expiry or termination of the Contract to the extent stipulated/applicable.

9.24. CHANGE CONTROL / VARIATIONS – SCOPE AND PRICING

1) The Engineer-in-Charge/NBCC shall have the right, at any time during execution of the Contract, to direct, in writing, any addition, omission, alteration, substitution, modification or variation in the specifications, designs, drawings, functional requirements, deliverables, quantities, modules, features, services or instructions forming part of the Scope of Work, including omission of any part of the work where the same is not required or cannot be executed due to non-availability of site/access or for any other reason. The Service Provider/Contractor shall be bound to comply with such written directions, and such variations shall be deemed to form part of the Contract. Unless otherwise specifically provided, the rates for such variations shall be determined based on the contract rates for similar or analogous items/services, wherever available. For items/services for which no applicable rate exists in the Contract, the rate shall be determined by the Engineer-in-Charge on the basis of prevailing market rates, supported by appropriate rate analysis and relevant documentary evidence, including applicable costs of manpower, software/licences, cloud/infrastructure, tools, equipment and other resources, together with reasonable overheads and contractor's profit, as determined by NBCC. Any applicable statutory taxes, duties or levies shall be considered separately as per the Contract.
2) Where any variation results in a material increase in the Scope of Work and demonstrably affects the scheduled completion of the Contract, the Service Provider may request an extension of time, which shall be considered by NBCC based on the actual impact of the variation on the critical path and the circumstances of the Project. No extension of time or additional payment shall be admissible for activities, features, integrations, testing, documentation, configuration, migration, security measures, maintenance or other operations which are incidental to, consequential upon or reasonably necessary for proper and complete execution of the original Scope of Work, whether or not specifically mentioned in the description of an item.
3) For any new/additional service or requirement not covered by the original Scope of Work or Contract, the Service Provider shall submit its proposed rate, supported by detailed rate analysis and relevant documentary evidence,

within 15 days of receipt of the written instruction or commencement of the relevant work, as applicable. NBCC shall examine the proposal and determine the applicable rate based on prevailing market rates and the nature, complexity and resources involved. The rate so determined by the Engineer-in-Charge/NBCC shall be payable for the approved additional work and shall be final and binding, subject to the provisions of the Contract. Any substituted item/service shall, wherever practicable, be valued by reference to the corresponding Contract rate, with appropriate adjustment based on the difference in scope, specifications, functionality and prevailing market rates.

4) The Service Provider shall submit to the Engineer-in-Charge, once every three months, an updated statement containing complete details of all claims for additional payment and all additional/variation work ordered and executed during the preceding quarter. Failure to submit such statement within the prescribed period shall constitute waiver of the corresponding claim, unless NBCC, for recorded reasons, decides to consider the same on merits. No claim for additional payment shall be entertained for any work or activity which was reasonably foreseeable at the time of bidding or which is necessary for achieving the intended functionality, integration, performance, security, testing, commissioning and successful operation of the website, mobile application and associated digital systems.

5) For determination of market rates, the rates shall ordinarily be based on the prevailing market rates of services, software, licences, cloud/infrastructure, materials and equipment, applicable labour rates and other relevant costs, excluding GST, wherever GST is separately payable under the Contract, with 15% towards overheads and contractor's profit, unless otherwise specifically determined by NBCC. Statutory components such as applicable GST, Building and Other Construction Workers Cess, employer's EPF contribution and other statutory levies, wherever applicable, shall not be subjected to the aforesaid overheads and profit loading and shall be considered separately in accordance with applicable law and the provisions of the Contract.

10. Service Level Agreements (SLA)

This section outlines the key service level requirements for the AI-based Application Suite to be ensured by the Service Provider during the Operations & Maintenance period. The Service Provider shall adhere to the defined performance metrics, and compliance with these metrics shall be linked to payments and applicable penalties. The SLA performance shall be monitored on a monthly basis and may be reviewed periodically by NBCC. NBCC reserves the right to modify SLA parameters, including addition, alteration, or deletion, during the contract period.

10.1. SLA Scoring

The SLA defines the minimum acceptable levels of service to be provided by the Service Provider for operation and maintenance of the AI-based Application Suite and its associated modules.

Payments to the Service Provider shall be linked to compliance with these SLA parameters. Any deviation from defined SLA thresholds may result in penalties as specified.

The SLAs consist of specific set of parameters for ensuring the desired performance level of NBCC application suite and are enlisted in the table below:

1) AI-based Application Suite
2) Performance of Website
3) Application Support and Issue Resolution
4) Maintenance and Change Management
5) Cyber Security
6) Grievance Redressal System

A summarized metrics of the above-mentioned SLA parameters is provided below and detailed out subsequent section.

S. No.	Metric	Score for Baseline Metrics
1	Application Suite	20
2	Performance of Website	25
3	Application Support C Issue Resolution	20
4	Maintenance C Change Management	15
5	Cyber Security	10
6	Grievance Redressal System	10
	TOTAL	**100**

Service Provider shall be paid due quarterly amount for the concerned quarter if the baseline performance metrics are complied with. The Service Provider shall get lesser payment, in accordance with the following, in case of a lower performance on any parameter.

10.2. SLA Penalty Mechanism

The SLA score shall be calculated based on the following table:

S. No.	SLA Score Range	Deductions
Deductions		
1	<100 C >=95	0.25 % penalty for every point < 100 C >=95
2	<95 C >=85	0.75 % penalty for every point <100 C>=85
3	<85	1 % penalty for every point <100
<u>Note</u>: *The penalty shall be calculated as a percentage of the quarterly bill raised by the Service Provider.*		
Example: SLA Score of 82 shall lead to a Penalty of 18% (i.e. 18 x 1% =18%)		

Note:

1. *NBCC may provide to the Service Provider some period from end of T5 as the SLA holiday period wherein the SLAs shall not be applicable on the Service Provider. This SLA holiday period shall be decided by NBCC and shall not be more than a quarter. This SLA holiday period is only for the purpose of streamlining the SLA measurement and monitoring process of AI-based Application Suite. During this period, NBCC may also modify the SLAs. These SLAs shall continue to hold true in case of any enhancements/ modifications/ changes.*

10.3. Performance Metrics and Evaluation Criteria

S. No.	Metric	Evaluation Parameter	Target Achievement	Lower Performance	Poor Performance	Period	Measurement
1	Application Availability (excluding approved downtime)	Application Availability	≥ 99%	98–99%	< 98%	Monthly C Quarterly	• SLA tool reports
2	Application Performanc e	Page Load Time	≤ 2 sec	2–5 sec	> 5 sec	Monthly C Quarterly	• SLA tool reports

Digitally signed by DEEPAK KUMAR SONI
Date: 2026.09.29 16:59:45 IST

S. No.	Metric	Evaluation Parameter	Target Achievement	Lower Performance	Poor Performance	Period	Measurement
3		Search/Query Response	≤ 2 sec	2–5 sec	> 5 sec	Monthly C Quarterly	
4	Application Support and Issue Resolution	Critical Issues (Severity 1)	≤ 1 hour	≤ 2 hrs	> 2 hrs	Monthly C Quarterly	• SLA tool reports
		Major Issues (Severity 2)	≤ 4 hrs	≤ 8 hrs	> 8 hrs	Monthly C Quarterly	
		Minor Issues (Severity 3)	≤ 24 hrs	≤ 48 hrs	> 48 hrs	Monthly C Quarterly	
5	Maintenance and Change Management	Change Requests Delivery	100% on time	≤ 1 week delay	> 1 week delay	Monthly C Quarterly	• SLA tool reports
		Documentation Updates	On time	≤ 7 days delay	> 7 days delay	Monthly C Quarterly	
6	Cyber Security	Security Incident Resolution	≤ 1 hour	≤ 4 hrs	> 4 hrs	Monthly C Quarterly	• SLA tool reports
		Security Reporting	≤ 24 hrs	≤ 48 hrs	> 48 hrs	Monthly C Quarterly	
7	Grievance Redressal System	Grievance System Time	≤ 1 hour	≤ 2 hrs	> 2 hrs	Monthly C Quarterly	• SLA tool reports
		Resolution Time	≤ 24 hrs	≤ 48 hrs	> 48 hrs	Monthly C Quarterly	

Note:

1. Service Provider shall ensure that all relevant events are logged, and such logs are made accessible to the purchaser
2. End-to-end loop back mechanism must be established for checking the availability of services
3. Non-availability of even one of the services would amount to no service available for the purpose of this SLA and thus breach
4. The SLA parameters shall be measured on a daily/monthly/quarterly basis as per the individual SLA parameter requirements, through SLA Measurement tools including development of SLA reports to be provided by the successful Service Provider for the purpose. If the performance of the system/ services is degraded significantly at any given point in time during the Contract and if the immediate measures are not implemented and issues are not rectified to the complete satisfaction of NBCC or an agency designated by them, then NBCC shall have the right to take appropriate corrective actions including termination of the Contract.
5. The SLA parameters shall trigger during O&M phase for any degraded / unsatisfactory performance attributable to the service provider only. The NBCC shall be the final authority to decide in this regard.
6. The NBCC reserves the rights to get the SLA Metrics and Reports audited by third party agencies. The Vendor shall extend all necessary support for this.

Scoring Mechanism

S. No.	Performance Level	Score Achieved
1	Target Achievement	100%
2	Lower Performance	50%
3	Poor Performance	0

- The score for each Evaluation Parameter (Sub-Metric) shall be assigned based on the above performance levels.
- The marks allocated to each Metric shall be proportionately distributed across its Evaluation Parameters (Sub-Metrics).
- The score achieved for each Metric shall be calculated as the aggregate of scores obtained across all its Evaluation Parameters.

10.4. Manpower SLA

S. No.	**Measurement**	**SLA**	**Material Breach**	**Penalty**
1.	Delay in deliverables as per timeline, schedule and required quality	No Delay in submission of deliverables beyond the stipulated timelines (with quality as defined by NBCC, as and when required) for reasons attributed to the scope of work	The delay in submission of deliverables (with quality as defined by NBCC, as and when required) beyond one week of the stipulated time, for reasons attributed to the scope of work, shall be treated as material breach.	0.5% of the Total Contract Value (TCV) for every 1 week of delay in submission on an incremental basis to a maximum of 5% of the TCV. If the penalty goes beyond 5%, NBCC reserves the right to terminate the contract.
2.	Replacement of a Resource by Bidder	No replacement of resources, within the first 6 months from the date of Letter of Intent/ Work Order/ Purchase Order/ Engagement Letter from the ones submitted in the technical bid, without prior approval of NBCC Any Replacement of resources intended by Bidder shall be within 10 working days	Failure to replace a resource with the same qualification and experience as given in Bidder's technical bid, within the stipulated timelines or replacement in violation of this clause, shall be treated as material breach.	0.25% of the Total Contract Value (TCV) per resource per event shall be levied as penalty.

Digitally signed by DEEPAK KUMAR SONI
Date: 2026.09.19 16:59:45 IST

S. No.	Measurement	SLA	Material Breach	Penalty
3.	Replacement of resources due to underperformance during the project	NBCC may request the Bidder to replace any of the resources which are not performing to the expectations of NBCC	Non-replacement of resources with similar experience and with same or higher qualification beyond twenty-one days from the date of making the request by NBCC shall be treated as material breach	The under-performing resource shall be given a notice with timelines of 2 weeks (14 days). Beyond 2 weeks (14 days), the resource shall be deemed to be discontinued from the project team. The Bidder shall replace her/ him with a new resource with similar qualification C experience, at no extra cost, within 28 days from such discontinuation. In-case the Bidder is unable to provide a suitable replacement, 0.10 % of the TCV per resource per week from the 29th day onwards may be levied as penalty, at the sole discretion of NBCC.
4.	Availability of the resources at client location	All resources, deployed, should be available on all working days of NBCC. Notwithstanding anything to the contrary, if any resource is not available for more than 2 consecutive working days, without prior approval of NBCC, Bidder shall deploy a substitution resource at no additional cost	Bidder shall not bill for any resource which are not available at the client defined locations, for whatsoever reason.	Non-replacement of resources, as stipulated under this clause, shall lead to a penalty of 0.10 % of TCV per resource per incident.

Digitally signed by DEEPAK KUMAR SONI
Date: 2026.09.29 16:59:45 IST

11. Forms & Annexures

5. Form AA.1: Eligibility Criteria Compliance Checklist

S. No.	Criteria	Documentary Evidence	Compliance (Yes/No)	Proposal Reference (Page No.)

6. Form AA.2: Undertaking for non-blacklisting

(To be executed on Non – judicial stamp paper of INR 100/-or such equivalent amount and document duly attested by notary public)

(*Insert Bidder Name*) have not been blacklisted/ debarred by any Central Government/ State Government/ PSU or any other Government Institution/ Authority in India/ Multi-lateral funding agency. Also, have not been under any legal action for indulging in corrupt practice, fraudulent practice, coercive practice, undesirable practice, breach of contract or restrictive practice with any Indian Central Government/ State Government in last three (3) years as on bid submission date.

In case, Service Provider was blacklisted and subsequently blacklisting has been revoked in last 3 years as on bid submission date, please provide the details regarding the period for which the company / firm was blacklisted and the reason/s for the same

S. No.	Date of Blacklisting/ Debarment	Blacklisting/ Debarring Organization	Reason for Blacklisting/ Debarment	Date of Revocation	Remarks

***Note**: All the supporting documents related to backlisting/ debarment and revocation are required to be appended to this letter.*

Authorized Signature: ______________________

Name and Title of Signatory: _________________________

Location: ____Date: _____________________

Digitally signed by DEEPAK KUMAR SONI
Date: 2026.09.29 16:59:45 IST

7. Form AA.3: Undertaking as per guidelines published by Ministry of Finance, Dept. of Expenditure, Public Procurement division dated 23.07.2020

Mr.__undersigned authorized signatory of M/s <<Name of Bidder>> has read clause regarding restriction on procurement from a bidder of a country which shares a land border with India; I certify that <<Name of Bidder>> is not from such a country or, if from such a country, has been registered with the Competent Authority and shall not sub-contract/ procure any work to a contractor/ OEM from such countries unless such contractor is registered with the Competent Authority.

We hereby certify that <<Name of Bidder>> fulfils all requirements in this regard and eligible to be considered. [Where applicable, evidence of valid registration by Competent Authority shall be attached.]

If given information is found to be false, this would be ground for immediate termination and further legal action in accordance with law.

Yours sincerely,

Authorized Signature [In full and initials]: ______________________
Name and Title of Signatory: ________________________
Name of Firm: ___________________
Address: ___________________________
Location: ____Date: ___________________

END OF THE DOCUMENT

NBCC (INDIA) LIMITED
(A GOVT.OF INDIAENTERPRISE)
SBG(Delhi-II), NBCC, Plaza, Sector-V, Pushp Vihar, Saket, New Delhi-110017
Email-sbg.delhi2.nbcc@nic.in

NBCC/SBG Delhi II/BVP/Website/2026/1573 Dated 26.09.2026

Corrigendum/Addendum No:-01

Name of work: "Selection of Service Provider to Design, Development, Implementation of Website and Mobile Application Suite for Bharat Vandana Park including 3 Years Operations & Maintenance".

Ref: NIT No. NBCC/SBG Delhi II/BVP/2026/116 Dated 19.09.2026 published on e-tendering website https://nbcc.enivida.com on 19.09.2026.

Further, the date of submission and opening of tender is hereby extended. Revised date of submission and opening of tender is as under:

Activity	Earlier Date and Time	Revised Date and Time
Last date & time of Submission of Online Tender	Up to 28.09.2026 by 11.00 AM	Up to 05.10.2026 by 11.00 AM
Period during which Guarantee against EMD (if EMD submitted in form of BG), Letter of Unconditional Acceptance, Affidavit for Correctness of Documents and other documents as per NIT shall be submitted	Before and Up to 11.00 AM on 28.09.2026 in the NBCC Plaza, Sector-V, Pushp Vihar, Saket New Delhi –110017	Before and Up to 11.00 AM on 05.10.2026 in the NBCC Plaza, Sector-V, Pushp Vihar, Saket New Delhi –110017
Date & Time of Opening of Technical Tender	28.09.2026 at 11.30 AM	05.10.2026 at 11.30 AM
Date & Time of Opening of Financial Tender	To be intimated Later	To be intimated Later

All other terms and conditions of tender shall remain same.

Sd/-
(Rajeev Kumar)
CGM (Engg.), SBG Head

Digitally signed by DEEPAK KUMAR SONI
Date: 2026.09.29 18:59:17 IST

Annexure-II

ACCEPTANCE OF TENDER CONDITIONS

From: (To be submitted in ORIGINAL on the letter head of the company by the authorized officer having power of attorney/ as per Board Resolution)

NBCC (India) Limited,

____

____

Sub: Name of the work & NIT No.:

Sir,

i) This has reference to above referred tender. I/We have read/viewed all the terms & conditions and are pleased to submit our tender for the above work and I/We hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work.

ii) I/we are eligible to submit the tender for the subject tender and I/We are in possession of all the documents required.

iii) Should this tender be accepted, I/We agree to abide by and fulfill all terms and conditions referred to above and as contained in tender documents elsewhere and in default thereof, to forfeit and pay NBCC, or its successors or its authorized nominees such sums of money as are stipulated in the notice inviting tenders and tender documents.

Yours faithfully,

(Signature of the tenderer with rubber stamp)

Dated __________________

FORM-A1

Tender for: ……………………………………………………….

MANDATORY INFORMATION DOCUMENTS:

DETAILS OF SIMILAR WORK EXPERIENCE CERTIFICATES

S. No	Name of work and its location	Type of Work i.e. Residential / Non-Residential Building	Name of Client	Date and certificate No. of Completion Certificate	Date of Start	Date of Completion	Final/ Approved Value of Contract (excl. items supplied free of cost by the employer) **('X')**	Cost of items supplied by employer free of cost (or at fixed cost) **('Y')**	Cost of Work on completion, including cost of supplies free of cost or at fixed rate by employer **(X+Y)**	Reference and Page No. of Documentary Proof
1.										
2.										
3.										
...										
...										

1. Certified that the Completion Certificates of above works are enclosed with the Tender Documents.
2. Details mentioned in the above Form are as per Completion Certificates and have not been presumed.
3. If any detail is not mentioned in the Work Completion Certificate, documentary proof of the details like drawings, LOA, BOQ, completion certificate/occupation certificate, copy of final bill, etc. is to be submitted and uploaded on Tender Website along with the Completion Certificate.
4. If any of the above works are executed in JV, then bidder shall submit such details in FORM-B1.

Signature of Bidder with Seal

FORM-A2

Tender for: …………………………………………………………..

MANDATORY INFORMATION DOCUMENTS:
DETAILS OF ADDITIONAL QUALIFYING CRITERIA RELATED WORK EXPERIENCE CERTIFICATES

S. No	Name of work and its location	Type of Work i.e. Residential / Non-Residential Building	Name of Client	Date and certificate No. of Completion Certificate	Date of Start	Date of Completion	No. of Basements	No. of storeys	Height of Building	Final/ Approved Value of Contract (excl. items supplied free of cost by the employer) **(‘X’)**	Cost of items supplied by employer free of cost (or at fixed cost) **(‘Y’)**	Cost of Work on completion, including cost of supplies free of cost or at fixed rate by employer **(X+Y)**	Reference and Page No. of Documentary Proof
1.													
2.													
3.													
...													
...													

1. Certified that the Completion Certificates of above works are enclosed with the Tender Documents.
2. Details mentioned in the above Form are as per Completion Certificates and have not been presumed.
3. If any detail is not mentioned in the Work Completion Certificate, documentary proof of the details like drawings, LOA, BOQ, completion certificate/occupation certificate, copy of final bill, etc. is to be submitted and uploaded on Tender Website along with the Completion Certificate.
4. If any of the above works are executed in JV, then bidder shall submit such details in FORM-B2.

Signature of Bidder with Seal

FORM-B1

Tender for: ……………………………………………….

MANDATORY INFORMATION DOCUMENTS:

DETAILS OF SIMILAR WORKS EXECUTED in JV (if any)

S. No	Name of Work and its location	Name of Clients	Name of JV member	Bidder's Share % in JV	Type of Work i.e. Residential / Non-Residential Building	Date and certificate No. of Completion Certificate	Date of Start	Date of Completion	Final/ Approved Value of Contract (excl. items supplied free of cost by the employer) ('X')	Cost of Items supplied by employer free of cost or at fixed rates ('Y')	Cost of Work on completion, including cost of supplies free of cost or at fixed rate (X+Y)	Reference. & Page No. of Documentary Proof
1												
2												
3												
….												
….												

1. Certified that the Completion Certificates of above works are enclosed with the Tender Documents.
2. Details mentioned in the above Form are as per Completion Certificates and have not been presumed.
3. If any detail is not mentioned in the Work Completion Certificate, documentary proof of the details like drawings, LOA, BOQ, completion certificate/occupation certificate, copy of final bill, etc. is to be submitted and uploaded on Tender Website along with the Completion Certificate.

Signature of Bidder with Seal

FORM-B2

Tender for: ………………………………………………….

MANDATORY INFORMATION DOCUMENTS:

DETAILS OF ADDITIONAL QUALIFYING CRITERIA RELATED WORKS EXECUTED in JV (if any)

S. No	Name of Work and its location	Name of Clients	Name of JV member	Bidder's Share % in JV	Type of Work i.e. Residential Non-Residential Building	Date and certificate No. of Completion Certificate	Date of Start	Date of Completion	No. of Basements	No. of storeys	Height of Building	Final / Approved Value of Contract (excl. items supplied free of cost by the employer ('X')	Cost of items supplied by employer free of cost or at fixed rate ('Y')	Cost of Work on completion, including cost of supplies free of cost or at fixed rate (X+Y)	Reference & Page No. of Documentary Proof
1															
2															
3															
….															
….															

1. Certified that the Completion Certificates of above works are enclosed with the Tender Documents.
2. Details mentioned in the above Form are as per Completion Certificates and have not been presumed.
3. If any detail is not mentioned in the Work Completion Certificate, documentary proof of the details like drawings, LOA, BOQ, completion certificate/occupation certificate, copy of final bill, etc. is to be submitted and uploaded on Tender Website along with the Completion Certificate

Signature of Bidder with Seal

FORM-C

FINANCIAL DETAILS

Tender For: ………………………………………………………

MANDATORY INFORMATION DOCUMENTS:

S.N.	Particulars	1st FY Rs. (In Lacs)	2nd FY Rs. (In Lacs)	3rd FY (& last) FY Rs. (In Lacs)
i.)	Profit/Loss			
ii.)	Gross Annual Turnover of Previous 3 financial years ending as on last day of the preceding Financial Year.			
iii.)	Enhanced Gross Annual Turnover figures at simple interest of 7% per annum.	a	b	c
iv.)	Average Annual Turnover (enhanced) for previous 3 financial years (Rs. In Lacs) = (a+b+c)/3			
v.)	Net Worth (paid up capital + reserves) as on last day of the preceding Financial Year.			
vi.)	Bank Solvency amount as mentioned in the Bank Solvency Certificate			

1) The annual financial turnover considered above is the Revenue from operations (excluding income from other sources) as per audited standalone statement of Profit & Loss.

2) Summarised page of Audited Profit & Loss Account and Audited Balance Sheet of previous three Financial Years duly certified by the statutory auditor (of the preceding Financial year), have been enclosed.

3) *It is hereby confirmed that, ________________(name of auditor) is the appointed statutory auditor for the* preceding Financial year i.e. F.Y. ________.

4) It is hereby confirmed that the Balance sheet for the preceding Financial year i.e. F.Y. ________ has actually not been audited/ or under finalisation so far. *(Delete/strikeout this para, if not applicable)*

Signature of
Statutory Auditor with Seal
Membership No.:
UDIN:

Seal and Signature
of bidder

FORM-D

TDS DETAILS FOR PRIVATE SECTOR PROJECTS

S. No.	Name of Work	Name of Clients	Project Cost in Crores	Certificate No. And Date of Completion Certificate	Cost of the work on completion in Crores	Payments Received as per TDS In Crores	TDS Corresponding to the Payments	Year wise TDS as per Form-26AS/Form 16A relating to the work
1.								
2.								
3.								

Note: Value of Work done will be considered equivalent to the amount received as per the TDS Certificates.

In case of multiple contracts undertaken from a client, details of TDS/Form- 26AS for each work mentioned above need to be segregated and given separately.

This form needs to be supported with Form-26AS taken in HTML format or Form -16A.

Signature of Bidder with Seal

Signature of Chartered Accountant
With Stamp and Membership Number
UDIN:

FORM -F

GENERAL INFORMATION

1.	Name of Applicant/Company	
2.	Address for correspondence	
3.	Official e-mail for communication	
4.	Contact Person: Telephone Nos. Fax Nos. Mobile	
5.	Type of Organization: a) An individual b) A proprietary firm c) A firm in partnership (Attach copy of Partnership) d) A Limited Company (Attach copy of Article of Association) e) Any other (mention the type)	
6.	Place and Year of Incorporation	
7.	Name of Directors/ Partners/ Proprietor/ Owner in the organization	
8.	Name(s) and Designation of the persons, who is authorized to deal with NBCC (Attach copy of power of Attorney)	
9.	Bank Details: Name of Bank, Address of Bank Branch, Account No., RTGS, IFS Code	

Signature of Bidder with Seal

FORM- G

Name of the Client with Address, email & phone no.

Dispatch No.................. Date: ....

WORK EXPERIENCE CERTIFICATE

Name of Contractor______________________

1	Name of work / project & Location				
2	Name and Address of the Clients				
3	Agreement Amount				
4	Cost of work on completion				
5	Date of start				
6	Stipulated date of completion				
7	Actual date of completion				
8	Amount of compensation levied for delayed completion, if any				
9	Type of Work: Residential/ Non-Residential Building				
10	No. of Basements in any Building of this work				
11	Maximum Height of any Building of this work				
12	Maximum No. of storeys of any Building of this work				
13	Performance report	Outstanding	Very Good	Good	Poor
(a)	Quality of work				
(b)	Resourcefulness				
(c)	Financial soundness				
(d)	Technical proficiency				
(e)	General behaviour				

Date Name & Designation
Signature with Seal
of issuing Authority

Form-H

AFFIDAVIT

(To be submitted by bidder on non-judicial stamp paper of Rs.100/ (Rupees Hundred only) duly attested by Notary Public)

Affidavit of Mr. ....S/o .... R/o ....

I, the deponent above named do hereby solemnly affirm and declare as under:

1. That I am the Proprietor/Authorized signatory of M/s ………………………………………. Having its Head Office/Regd. Office at ……………………………………………………………..

2. That the information/documents/Experience certificates/ Bank Guarantee(s) submitted by M/s…………………………. along with the tender for …………………… *(Name of work*)…………To NBCC are genuine and true and nothing has been concealed.

3. I shall have no objection in case NBCC verifies those from issuing authority (ies). I shall also have no objection in providing the original copy of any of the document(s), in case NBCC demands so for verification.

4. I have read the clause/ guidelines regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that M/s…………………………. is not from such a country or, if from such a country, has been registered with the competent Authority i.e. DPIIT. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.

5. I hereby confirm that in case, any document, information & / or certificate submitted by me found to be incorrect / false / fabricated, NBCC at its discretion may disqualify / reject / terminate the bid/contract, forfeit the EMD / all dues and also place under Holiday list as per NBCC Policy.

I, ..., the Proprietor / Authorised signatory of M/s...................................... do hereby confirm that the contents of the above Affidavit are true to my knowledge and nothing has been concealed and that no part of it is false.

DEPONENT

Verified at ....this.................day of ....

DEPONENT

ATTESTED BY (NOTARY PUBLIC)

Digitally signed by DEEPAK KUMAR SONI
Date: 2026.09.29 18:55:23 IST

FORM-I

GST Registration Details of Contractor/Vendor	
Name	
Address (As per registration with GST Department)	
City	
Postal Code	
Region/State (Complete State Name)	
Permanent Account Number	
GSTIN ID/Provisional ID No.: (copy of Acknowledgement required)	
Type of Business (As per registration with GST)	
Service Accounting Code/HSN Code:	
Contact Person	
Phone Number and Mobile Number	
Email ID	
Compliance Rating (if updated by GSTN)	

FORM- J

Proforma for Details of Client Organization in respect of Work Experience Certificates

(Details to be provided by the Bidder in respect of the work Experience Certificates submitted along with the Tender)

	Details of client organization						
Sl. No.	Name of the Work	Name and Designation of the Experience certificate issuing authority with phone/contact number and working e-mail ID	Name, phone/contact number and working e-mail ID of the highest authority heading the project	Name of Head of the organization	Complete Postal address	E-mail ID	Phone no.
1.							
2.							
3.							

Seal and Signature of Bidder

Digitally signed by DEEPAK KUMAR SONI
Date: 2026.09.29 18:55:23 IST

Digitally signed by ARTI GUPTA
Date: 2026.09.29 16:09:17 IST

PROFORMA OF BANK GUARANTEE
IN LIEU OF E M D (TENDER BOND)

(Non-Judicial Stamp paper of appropriate value as per stamp Act-of respective state)

NBCC (India) Limited,
NBCC Bhawan, Lodhi Road, New Delhi - 110003

In consideration of NBCC (India) Limited, having its Registered Office at NBCC, Bhawan, Lodhi Road, New Delhi-110003 (hereinafter called "NBCC" which expression shall unless repugnant to the subject or context include its successors and assigns) having issued Notice Inviting Tender No.......... and M/s.............. having its Registered Head Office at.......... (here in after called the "TENDERER") is to participate in the said tender for............ Whereas NBCC, as a special case, has agreed to accept an irrevocable and unconditional Tender Bond Guarantee for an amount of Rs....... valid upto........ from the tenderer in lieu of Cash Deposit of Rs......... required to be made by the tenderer, as a condition precedent for participation in the said tender. We the.........(hereinafter called the "BANK") having its Registered, Office at......... and branch office at...... do hereby unconditionally and irrevocably undertake to pay to NBCC immediately on demand in writing and without demur/protest any amount but not exceeding Rs.......... Any such demand made by NBCC shall be conclusive and binding on us irrespective of any dispute or differences that may be raised by the tenderer. Any change in the constitution of the tenderer or the Bank shall not discharge our liability under the guarantee.

We, the....... Bank, lastly undertake not to revoke this guarantee during its currency without the prior consent of NBCC in writing and this guarantee shall remain valid upto.......... upon expiry of which, we shall be relieved of our liability under this guarantee thereafter.

FOR AND ON BEHALF OF BANK

PLACE:

DATED:

WITNESS.

1.

2.

ATTESTED BY (NOTARY PUBLIC)