

# **AISATS NOIDA LOGISTICS PARK PRIVATE LIMITED**

Regd Off :Plot No. 53-54, Phase - IV Udyog Vihar Palam Road Gurgaon – 122015 Haryana

Email - [info.noidalogisticspark@aisats.in](mailto:info.noidalogisticspark@aisats.in); M - 8588860067

CIN : **U52109HR2023PTC110765**

## **REQUEST FOR PROPOSAL (RFP)**

**FOR APPOINTMENT OF DESIGN AND PROJECT MANAGEMENT CONSULTANT FOR THE CONSTRUCTION OF THE NEW INTEGRATED WAREHOUSE AND LOGISTICS ZONE AT NOIDA INTERNATIONAL AIRPORT(NIA) IN INDIA.**

**RFP No.: ANLPPL/RFP/001/2023-24**

**Date of Issue: 29<sup>th</sup> February 2024**

**Issued By:**

**AISATS Noida Logistics Park Private Limited**

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## **DISCLAIMER**

The information contained in this Request for Proposal document (“RFP”) or subsequently provided to bidders, verbally or in documentary or any other form by or on behalf of the Company or any of its employees or advisers, is provided to bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor an invitation by the Company to the prospective bidders or any other person. The purpose of this RFP is to provide interested bidders with information that may be useful for formulation of their Proposal pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Company in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Company, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP is on a wide range of matters, some of which depends 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. The Company accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Company, its Affiliates and their respective employees, agents and advisers make no representation or warranty and shall have no liability to any person including any bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any special, indirect, punitive or consequential loss, damages, cost or expense etc., (including loss of anticipated revenues or profits) which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in anyway in the Selection Process and each bidder shall obtain independent advice from appropriate sources.

The Company, its Affiliates and their respective employees, agents and advisers also accept no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any bidder upon the statements contained in this RFP. Though adequate care has been taken while issuing this RFP, the bidder should independently satisfy himself that this RFP is complete in all respects. Intimation of any discrepancy by the bidder shall be given to this office (as mentioned below) immediately. If no intimation is received by this office within 3 days from the date of issue of the RFP, then this office shall consider that the document received by the bidders is complete in all respects and that the bidders are satisfied that the RFP is complete in all respect.

At any time before the due date for submission of the bids, the Company may in its absolute discretion, but without being under any obligation to do so, change, update, amend or supplement the information, assessment or assumption any or all the provisions contained in this RFP. The amendment will be notified in writing either through email to all eligible entities who have purchased the bid document and will be binding on them.

The issue of this RFP does not imply that the Company is bound to select a bidder or to appoint the selected bidder, as the case maybe, for the Consultancy and the Company reserves the right to withdraw the RFP or reject all or any of the Proposals without being liable for damages or without assigning any reasons whatsoever. No correspondence will be entertained on this account.

The bidder 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 the Company or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the bidder and the Company shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

If any information furnished by the bidder is found to be incorrect at a later stage he shall be liable to be debarred from tendering / taking works of the Company.

If such disqualification / rejection occurs after the Proposals have been opened and the highest-ranking bidder gets disqualified / rejected, then Company reserves the right to consider the next best bidder or take any other measure as may be deemed fit by the Company, including annulment of the Selection Process.

The Company reserves the right to verify all statements, information and documents, submitted by the bidder in response to the RFP. Any such verification or the lack of such verification by Company to undertake such verification shall not relieve the bidder of its obligations or liabilities herein nor will it affect any rights of the Company herein.

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## NOTICE INVITING PROPOSAL

Date: 29<sup>th</sup> February 2024

### Participation by Invitation Only

**Request for Proposal for appointment of Design and Project Management Consultant (DPMC) for the Construction of AISATS Integrated Warehouse and logistics zone at NIA.**

|    |                                                        |                                                                                                                       |
|----|--------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| 1. | Name of the Work                                       | Request for Proposal for appointment of Design and Project Management Consultant for the Project as per Scope of Work |
| 2. | Mode of submission of Proposal                         | Online through Email                                                                                                  |
| 3. | Date of publication of RFP                             | 29 <sup>th</sup> February 2024                                                                                        |
| 4. | Last Date/Time for submission of Proposal              | 21 <sup>st</sup> March 2024 at 1700 Hours (IST)                                                                       |
| 5. | Email address for queries & Submission of the proposal | Hemant.puralkar@aisats.in                                                                                             |

It will be the sole responsibility of the bidder that the bid should reach the address before the due date and time. The Company at his sole discretion, may extend the bid submission due date by issuing an Addendum, if any.

1. The undersigned, on behalf of Company invites Proposals for the Scope of Work mentioned in the RFP from eligible entities.
2. Request for Proposal is hereby invited from eligible entities competent to provide, for the Company, Project Management Consultancy Services for complete design and management of the Project for Construction of AISATS Integrated Warehouse and Logistics Zone at NIA as per the Scope of Work.
3. Eligible entities should submit their Proposals in softcopy to the tender email ID within the timeline set out above. The Fee proposal shall be in the format set out in Form 6B on consultancy fees for each area of Scope of Work identified in Form 6B separately. Response to the RFP shall be submitted in three e-folders wherein the 1<sup>st</sup> folder will contain all the information requested to be submitted under the RFP such as qualification related information (“**Qualification Information**”), 2<sup>nd</sup> folder will contain technical proposal such proposed project schedule, methodology, budget, (“**Technical Proposal**”) and 3<sup>rd</sup> folder shall contain the pricing proposal along with confirmation of acceptance of payment schedule set out Form 6 A, Form 6B and Form 6C to this RFP (“**Financial Proposal**”).
4. In the event the bidder is likely to sub-contract or appoint any sub-consultant for any areas of Scope of Work, it is preferred if the identity of such sub-contractor or sub-consultant or an

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indicative list of such sub-contractor or sub-consultants shall be submitted along with the Proposal. It is hereby clarified that Submission of the list of subcontractors, can't be taken as any pre-approval by the Company and even if a sub-contractor or sub-consultant is to be engaged for the performance of the Services as identified in the RFP and/or the DPMC Agreement, the Consultant must obtain formal prior written approval of the Company prior to engaging them to perform any work or Services.

5. The appointed Consultant will have to perform the Scope of Work in accordance per the DPMC Agreement set out in Form 10. All bidders are advised to go through the DPMC Agreement in detail including the provisions relating payment schedule, liquidated damages, performance security, security deposit, indemnities, insurance etc.
6. Scanned copy of Registration Certificate related to Goods & Service Tax, PAN card, ESI Certificate and Company incorporation certificate, empanelment certificate and/or registration number if any obtained from any government offices shall be enclosed by the bidder.

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## **CONDITIONS OF REQUEST FOR PROPOSAL**

### **A. Definitions**

- A.1 Whenever the following terms appear in these RFP, they shall have the respective meanings specified below:
- A.2 Any capitalized terms used in this RFP but not defined herein shall have the meaning assigned to such term the DPMC Agreement unless the context otherwise requires:
- A.2.1 “Bidder/bidder” means any entities who submit bids pursuant to the RFP.
- A.2.2 “BIM” means building information modelling.
- A.2.3 “Company” means ASATS Noida Cargo Terminal Private Limited, a Company incorporated in India under the Companies Act, 1956 and on assignment of rights and obligations herein, the assignee.
- A.2.4 “Consultancy” means Design and Project management consultancy in relation to complete management of proposed construction of Company’s Integrated warehouse and Logistics Terminal at Noida International Airport (NIA)
- A.2.5 “NIA” means Noida International Airport
- A.2.6 “Consultant” means the final bidder selected for providing the Consultancy services to the C company under this RFP.
- A.2.7 “Control” in relation to any person means either of the following:
- (i) the power to set or determine the management of the affairs of that person or to select, appoint or determine the composition of a majority of the directors of board of that person; or
  - (ii) the ownership of more than fifty per cent. (50%) of the total issued voting shares or stock in that person, and “Controlled” shall be construed accordingly.
- A.2.8 “DPR” means detailed project report.
- A.2.9 “DPMC Agreement” means the Agreement as set out in the Form 10 of this RFP until the DPMC Agreement is executed and once the DPMC Agreement is executed between the Company and the Consultant, then such executed DPMC Agreement.
- A.2.10 “NIT” means this notice inviting tender.
- A.2.11 “Pre-Qualification Form” shall mean the form to be filled up the bidder as per format set out at Form 1A to this RFP.

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A.2.12 “Project” means the proposed construction of Integrated Warehouse and Logistics Zone on the Site situated at Noida International Airport.

A.2.13 “Proposal” means technical and financial bid submitted by a bidder pursuant to this RFP.

A.2.14 “RFP” means this request for proposal.

A.2.15 “Selection Process” has the meaning given in Clause 2.6.

## **B. General**

B.1 The information contained in these RFP is to instruct and guide the Bidder in the submission of its Proposal for the Project. The Bidder shall comply with all the terms and conditions set out in these RFP in the submission of any Proposal for the Project. Failure to comply with or breach of any of the terms and conditions set out in these RFP may, at the Company's sole discretion, result in the Proposal submitted by the bidder being disqualified and rejected by the Company, or the bidder being disqualified from participating in future bidding exercises conducted by the Company or any of the Company's Affiliates.

B.2 It is the sole responsibility of the Bidder to examine and understand the RFP and to verify its completeness. The Bidder shall satisfy itself of the completeness of the documents downloaded electronically. It is the Bidder's duty to notify the Company if it experiences any error or difficulties in downloading all or any part of the documents.

B.3 Should there be any doubt whatsoever on the part of the Bidder as to the precise meaning or interpretation of any part of the documents, or as to anything to be done or not done by the Bidder, or as to any other matter or thing, the Bidder shall notify the Company in writing in good time before the last date for bid submission and request all necessary clarifications and explanations before submitting its Proposal.

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## **SECTION 1 – SCOPE AND PROJECT BRIEF**

### **ANNEX A: GENERAL SPECIFICATIONS**

#### **1. INTRODUCTION**

- 1.1. The specifications explain the detailed scope of works, requirements and technical specifications for Design and Project Management of the new AISATS Integrated Warehouse and Logistics Zone at Noida International Airport (NIA) in India.
- 1.2. Notwithstanding any approval given by the Company, the Bidder shall still be responsible for the adequate completion of the Works.
- 1.3. The Bidder shall perform all Works as specified in the Specifications. All items necessary for the efficient, stable and satisfactory completion of the Works shall be included in the Contract Price, including any preliminaries and Professional Engineers (PE) supervision and certifications, if deemed necessary.
- 1.4. Works mentioned, but not described in the Specifications, or not shown on the layout shall be included in the Contract Price in the same manner as if these had been described in the Specifications.
- 1.5. Due to the lack of as-fitted drawings, it shall be the responsibility of the Bidder to ascertain for himself the nature and extent of works that is required to complete the installation works and proper operation of the system.

#### **2. PROJECT SCOPE AND DESCRIPTION**

- 2.1 The Company intends to design and construct an Integrated Warehouse and Logistics Zone (IWLZ) at NIA as well as to install the material handling system inside the terminal.
- 2.2 The Bidder submission shall include budgetary quotes for all works with the fee for consultation/design/project management in their submission.
- 2.3 The Bidder can propose to carry out all the works or carry out a tender for the works to be contracted out. The preferred mode of work shall be spelt out in their submission.



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2.4 Prepare a preliminary estimate or estimates of Total Project Construction Cost to enable AISATS to determine viability of the Project.

2.5 The Bidder shall be fully responsible to coordinate closely with the Company's authorised representative to ensure works are done smoothly in accordance with the Project Schedule in Annex B.

2.6 The Works shall adhere to, but not limited to the following specifications described in Annex A and C.

2.7 The Bidder shall submit quotation for the Works in Annex C for the Company's consideration. Where the works are to be tendered out or there is insufficient clarity, a budgetary quote is required.

2.8 All necessary labour, tools, materials and equipment shall be provided by the Bidder.

## **3 STANDARDS AND REGULATIONS**

3.1 The whole Works covered by these Specifications shall be carried out strictly in compliance with the requirements of the Regulations and Acts and other relevant authorities, and to the prevailing requirements of the various codes and standards in India.

3.2 All electrical works, material and equipment shall comply with the following:

- a. All relevant Standards
- b. Electrical Regulations
- c. NIA Regulations
- d. Any other Rules and Regulations in operation

3.3 All materials supplied shall conform to applicable British Standards and comply with India standards.

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## **ANNEX B: PROJECT SCHEDULE**

- 1.1 The **Bidder** shall submit a list of personnel (along with their details like designation, qualification etc.) who will be performing the Works before commencement of work.
- 1.2 The **Bidder** is required to complete the initial design work within duration of 4 **weeks from date of award**, and to be ready for construction tender in 6 weeks.
- 1.3 The **Bidder** shall submit their proposed schedule to the Company (AISATS' target is to have an operational facility within 16 months from award). One evaluation factor will be based on ability to meet this schedule

### **Description of Key Activities & Proposed Schedule**

From date of appointment:

|   |                                                    |                  |
|---|----------------------------------------------------|------------------|
| 1 | Preliminary Study                                  | 4 months         |
| 2 | Conceptual Design/Design Development               |                  |
| 3 | Tender/ Tender Documentation Period                |                  |
| 4 | Tender Evaluation and Report                       |                  |
| 5 | Award Main Contractor                              |                  |
| 6 | Main Contractor Mobilization                       |                  |
| 7 | Construction Period and ready for MHS installation | 9 months         |
| 8 | Testing, commissioning                             | 1 month          |
| 9 | Approvals and Handover                             | 1 month          |
|   | <b>Total</b>                                       | <b>15 months</b> |

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|                             |                  |                                                       |                                                                                                                                                                                                                                    |                               |
|-----------------------------|------------------|-------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|
| CIN : U52109HR2023PTC110765 |                  |                                                       |                                                                                                                                                                                                                                    |                               |
| 1                           | Plan             | Asset Brief                                           | Identifying the Company's needs, key objectives expected from the Asset and potential constraints.<br>Development of initial requirements records.                                                                                 | Weeks 1<br>Gateway Approval 1 |
| 2                           | Design           | Concept                                               | Implementation of Design Brief.<br>Preparation of Concept Design for building services systems, framework specifications and preliminary cost plan.<br>Procurement route first approach                                            | Weeks 6<br>Gateway Approval 2 |
| 3                           |                  | Development                                           | Development of concept design to include structural and building services systems,progressing specifications and cost plan.<br>Completion of Asset Brief.<br>Submission for detailed planning permission.                          |                               |
| 4                           |                  | Technical                                             | Completion of technical designs and specification in sufficient detail to coordinate project components, ensure statutory requirements compliance and construction safety.                                                         |                               |
| 5                           | Pre Construction | Production Status Checkpoint                          | Preparation / Consolidation of detailed information for construction.<br>Application for statutory approvals.                                                                                                                      | Weeks 8<br>Gateway Approval 3 |
| 6                           |                  | Tender Documentation & Contractors PreQualification   | Tender documentation in sufficient detail for Tender call.<br>Prequalified Contractos shortlist                                                                                                                                    |                               |
| 7                           |                  | Tender evaluation & Award                             | Bidders contractros clarifications requests replies,<br>Matrix of Evaluation & winner Contractor Award                                                                                                                             |                               |
| 8                           | Construction     | Mobilization                                          | Issuing entire information to the Contractor.<br>Arranging Site hand over to the Contractor.<br>Contrator Work permit process supervision.                                                                                         | Weeks 4                       |
| 9                           |                  | Overall Construction Period MHS installation included | Management of the building contract and construction supervision.<br>Provision of further info to the contractor of further Information and when required.<br>Review/approval of information provided by contractors and suppliers | Months 9                      |
|                             |                  | Testing & Commisioning                                | Operations & Mainteance Manuals concetration.<br>Machineries warranties check                                                                                                                                                      | Months 1                      |
|                             |                  | Completion Certificate                                | Final physical inspections.<br>As Built Drawings delivery status and Project data hand over,<br>Authorities departments final approval                                                                                             | Months 1                      |
|                             |                  |                                                       | Total                                                                                                                                                                                                                              |                               |

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## ANNEX C: BREAKDOWN OF PRICES, PRICE SUMMARY, SCOPE AND PAYMENT SCHEDULE

### 1 CONTRACT PRICE AND PRICE SUMMARY

- 1.1 The total Contract Price shall include all Works specified in this Agreement, and the total Contract Price is INR\_\_\_\_\_ (excluding prevailing VAT, if any).

### 2 PAYMENT SCHEDULE

- 2.1 Under the contract, the payment will be honoured within 60 days of the receipt of invoice and certification by the Company's personnel in charge for its release.

### 3 BREAKDOWN OF PRICES

- 3.1 The **Bidder** shall perform the Works listed below and provide the corresponding prices:

| S/NO                                                | DESCRIPTION                                                                                     | AMOUNT<br>(INR) |
|-----------------------------------------------------|-------------------------------------------------------------------------------------------------|-----------------|
| <b>A Design, Consultancy and Project Management</b> |                                                                                                 |                 |
| A1                                                  | Architectural Services (including preliminary works), MEP Services, Civil & Structural services |                 |
| A2                                                  | Project management and supervision                                                              |                 |
| A3                                                  | M&E Services                                                                                    |                 |
| A4                                                  | Civil & structural services                                                                     |                 |
| A5                                                  | Quantity surveyor services                                                                      |                 |
| <b>Total Cost for Above</b>                         |                                                                                                 |                 |

| B Construction of Building, M&E and other Works |                |  |
|-------------------------------------------------|----------------|--|
| B1                                              | Budgetary cost |  |

## ADDITIONAL EXPENSES

In addition to the **Bidder's** fee, AISATS shall reimburse the **Bidder** the following expenses: Search, processing, endorsement, plan and submission fees as charged by statutory departments. The consultant will take the prior approval from the **Company** before incurring these expenses.

## **SCOPE, UNIT PRICES AND SCHEDULE OF PAYMENT**

### **Part A**

#### **1. PROJECT BRIEF**

1.1 The project involves the following works:

1.1.1 To design the new Integrated Warehouse and Logistics Zone building and office/operational area layout;

1.1.2 To assist in submission to authorities for approval.

#### **2. SCOPE OF CONSULTANT'S SERVICES**

2.1 The scope of **Bidder's** service is specified in Part B

#### **3. FEE PROPOSAL**

3.1 The **Bidder** must state clearly his professional fee for the project.

3.2 The fee proposal quoted shall be based the comprehensive scope of services outlined in Part B.

3.3 The fee shall include the necessary professional fee of all trades required for the project, including full time supervision outlined in Part B.

3.4 The Fee shall be inclusive of reimbursable cost like as-built drawings, documentation, printing, facsimile, telephone charges etc.

#### **4. EMPLOYMENT OF RESIDENT SITE STAFF**

The **Bidder** shall appoint resident site staff (as needed) for the efficient constant day-to-day supervision of all works executed at the work site. The cost of such staff including such expenses as are attributable to their employment and to their duties, shall be factored in the cost of project management.

## 5. SCHEDULE OF FEE PAYMENT

The schedule of fee payment shall be as follows:

|   | STAGE OF WORKS                                                                                                                                | PERCENTAGE<br>FEE PER<br>STAGE | CUMULATIVE<br>PERCENTAGE<br>OF TOTAL FEE |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|------------------------------------------|
| 1 | Upon Confirmation of Appointment                                                                                                              | 20%                            | 20%                                      |
| 2 | Design Development Stage<br>Upon Completion of Drawings &<br>Specifications                                                                   | 10%                            | 30%                                      |
| 3 | Construction Stage<br>To be paid in 4 equal instalments                                                                                       | 60%                            | 90%                                      |
| 4 | Completion Stage <ul style="list-style-type: none"><li>• Upon Issuance of<br/>Completion Certificate</li><li>• Upon End of warranty</li></ul> | 5%<br><br>5%                   | 95%<br><br>100%                          |

Proposed fees for the above scope of services and duties based on a lump sum of  
INR \_\_\_\_\_

### Part B

#### SCOPE OF BIDDER'S SERVICES

1 The scope of services provided shall be Comprehensive and the fee quoted shall include but not limited to the following: -

##### 1.1 Design and Contract Administration Services

- a) Professional service for architectural, civil, structural, mechanical, electrical, geotechnical, fire safety systems and plumbing/sanitary services, all other equipment and systems to be installed.
- b) Formulating of Design brief with appropriate construction method and suitable program
- c) Preparation of Design Drawings
- d) Preliminary Cost Estimate.
- e) Presentation of proposal/design to management
- f) Submission and obtaining approvals from Landlord and Local Authorities where necessary.

- g) Contract administration and site supervision.
- h) Conduct comprehensive hand-over inspection upon completion of work.
- i) Preparation of defect checklist and follow up with contractors on the rectification works.
- j) Provision of 2 sets of as-built drawings and technical manual to AISATS upon completion of project, which shall include one set of CD-ROM using AutoCAD release latest version
- k) Attendance to follow up on rectification and other project matters during Defect Liability Period (DLP). The DLP for the project shall be 12 months from the date of project completion.

## **2. Preliminary & Conceptual Design Study**

- 2.1 Conduct all necessary searches and investigations on the planning and statutory restrictions to the Project and report/document on the availability of services, utilities and other locational peculiarities of the site to enable the proper design and execution of the Project.
- 2.2 Ascertain the requirements and limitations of the works. Advise potential constraints of the project so that AISATS has the necessary information to decide whether to proceed with the next stage of the project.
- 2.3 Prepare project schedule for the overall project period for inclusion into AISATS overall master program.
- 2.4 Develop feasibility report and conceptual design layout.
- 2.5 Pre-consultation with local authorities, submission of plans to the Competent Authority and various relevant authorities for the purpose of obtaining Planning Approval.

## **3. Design Development**

- 3.1 Prepare all necessary drawings, material specifications and other related documents on behalf of AISATS, in the application of planning and building plan approvals from the appropriate authority.
- 3.2 Conduct regular design co-ordination review meeting with AISATS for their acceptance.
- 3.3 Submit, on behalf of AISATS, applications of land-use re-zoning approvals (if required), planning approval and building plan approvals from the appropriate authorities.
- 3.4 Carry out comparative cost studies for alternative designs, materials and methods and construction.



- 3.5 Prepare final cost plans based on approximate measurements indicated in the architectural, civil and structural plans.

#### **4. Tender /Tender Documentation**

- 4.1 Prepare and draw up or direct, coordinate or commission the preparation and drawing up of all necessary architectural, civil, electrical, mechanical, sanitary and structural engineering and other designs, details, drawings, plans and specifications in conformity with the requirements of the Project as defined in the project brief, and elaborate and clarify on such designs, details, drawings, plans and specifications as may be necessary for the execution and completion of the Project.
- 4.2 Advise AISATS on appropriate invitations to and forms of tender, and conditions of and specifications for a contract to enable AISATS to invite tenders and to secure an appropriate Contractor for the Project.
- 4.3 Advise and assist AISATS on queries submitted by the bidder(s) in relation to the tender documents/contract for the works involved in the Project.
- 4.4 Advise AISATS on the selection of bidder(s) for carrying out all construction and ancillary works for the Project, bidder's price and estimates, and on the acceptance of an appropriate tender by AISATS.
- 4.5 Advise AISATS on and prepare contracts for all construction and ancillary works relating to the accepted bidders for the Projects.
- 4.6 Examine and advise on all necessary matters in connection with any matters requiring the Architect's approval under the building contract.
- 4.7 Advice on tendering procedures and contract arrangements in accordance with AISATS' procedures, including the advice for the preparation of the overall Project Construction Schedule.

#### **5. Construction & Installation**

- 5.1 Together with AISATS, the **Consultant** shall also supervise the construction, execution and completion of the Project, and ensure that the Project is completed and accepted, and for this purpose, make such periodical site visits as may be necessary.
- 5.2 Check, examine and advise AISATS on the characteristics, condition, performance and state of equipment used for the construction, execution and completion of the Project.
- 5.3 Advise on the proper construction, execution and completion of the Project.
- 5.4 Initiate and issue instructions for all necessary variation to the building contract, provided that no material alteration of or deviation from the approved design shall be made without AISATS' consent in writing unless the same is absolutely necessary for constructional reasons, in which event AISATS shall be informed of the same without delay.
- 5.5 Provide solutions on all necessary variations and discrepancies in the design and drawings.

- 5.6 Advice on the estimated costs of any proposed additional works or variations.
- 5.7 Examine and approve the contractor's claims for payments under the building contract and particulars of such claims
- 5.8 Supply information and documents pertaining to construction works to contractors, subcontractors and persons directly involved with the Project and who may reasonably require the same.
- 5.9 Assist AISATS in settling any dispute that may arise between AISATS and contractors.
- 5.10 Provide a suitable means for development control in the execution of the Project and deliver to AISATS on request such information as is connected with or as arises from such means of control
- 5.11 Check, examine and advise AISATS on claims submitted by the bidder in relation to any extension of time due to acceptable reasons.
- 5.12 Conduct all necessary checks on construction methods, materials submission and proper execution of works, control and approve accordingly and advise the AISATS of any eventuality that may affect the project.
- 5.13 Advise AISATS on the Supervisory Organization required by the relevant Authority and further check on the compliance by the bidder.
- 5.14 Assist and advise the AISATS on the engagement of Site Staff requirements in compliance with the relevant Authority's requirements.
- 5.15 Perform and render all necessary services and work, which are customarily provided by an architect, to take the Project to a satisfactory and successful completion.

## **6. Final Completion**

- 6.1 Witness and approve where required acceptance tests of the works on the site.
- 6.2 Inspect facility for compliance to design intent and function
- 6.3 Prepare the final valuation and or final accounts for the works where necessary
- 6.4 Participate in the review of contractors' final payment and settlement of final accounts for the project.
- 6.5 Participate in the final inspection of the project and make recommendation to AISATS in respect of the release of retention money to the contractors upon expiry of the defects liability period of the contract.

# AISATS NOIDA LOGISTICS PARK PRIVATE LIMITED

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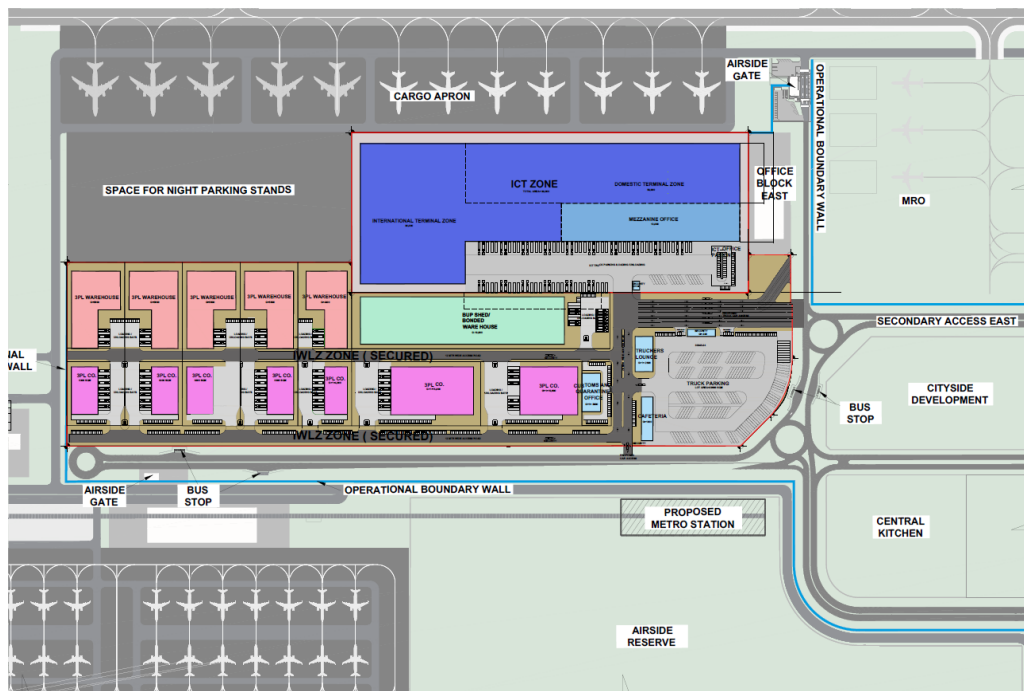
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## ANNEX D: SITE AND BUILDING REQUIREMENTS

1. The location of the building will be in Noida International Airport

A sketch of the layout of the location is attached below:



2. The single level Integrated Warehouse and Logistics Zone (Phase 1) of approximately 18,000 sqm is to be built within 9 months.
3. Site Land Plot

The plot of land is approximately 60,000 sqm which includes the circulation area necessary for operations for the terminal.

# AISATS NOIDA LOGISTICS PARK PRIVATE LIMITED

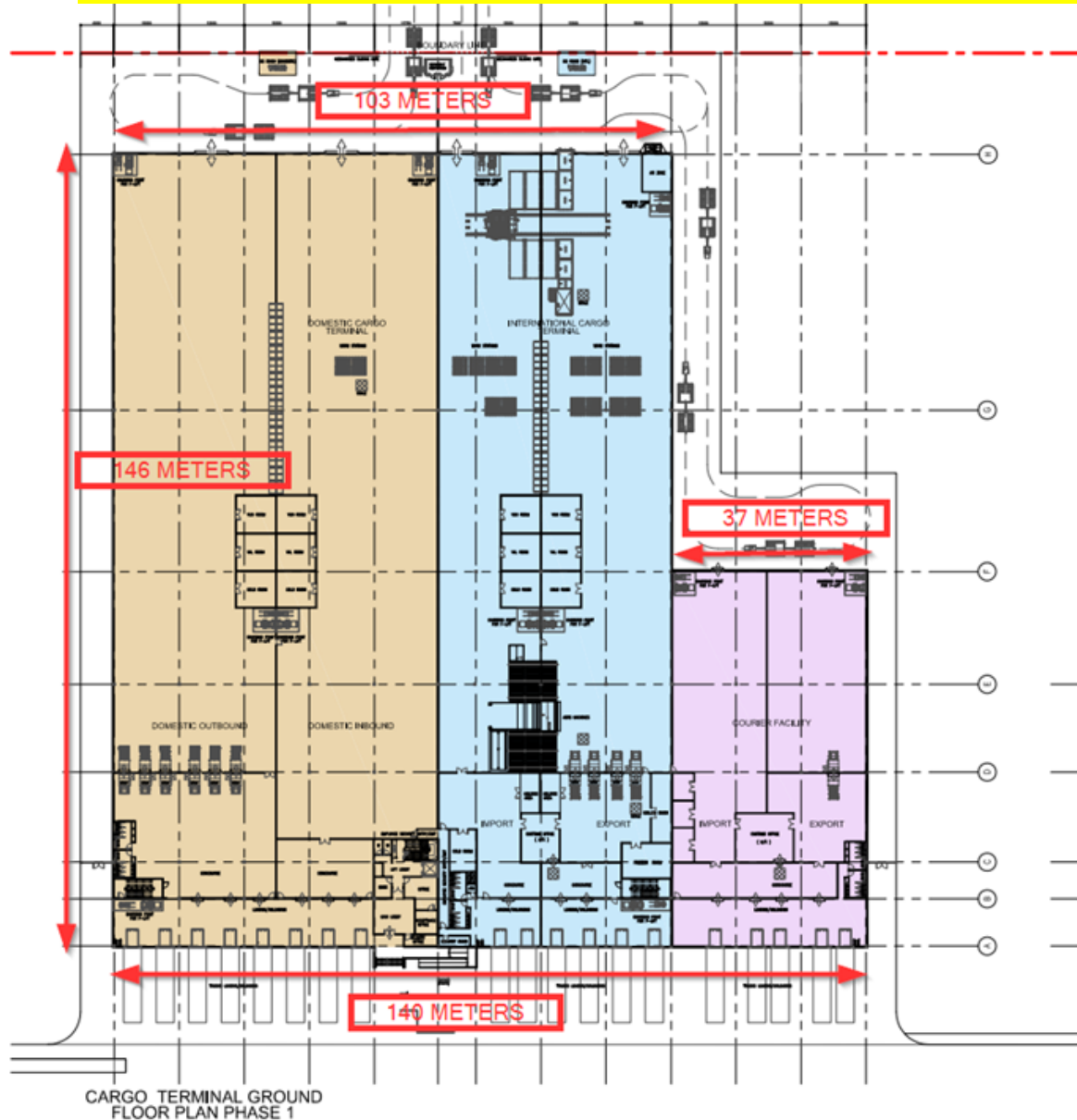
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## 4. Layout

The concept layout of the building is attached. It will be fitted with a material handling system to handle airline containers and pallets. The installation of the system needs to be managed and coordinated by the **Bidder**.



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## SECTION 2 – INSTRUCTIONS TO THE BIDDER

### 2.1 Eligibility Criteria for Bidders:

- Bidders must read carefully the minimum eligibility criteria provided herein. Proposals of only those Bidders who satisfy the eligibility criteria will be considered for evaluation.
- To be eligible for evaluation of its Proposal, the bidder shall fill the Pre-Qualification Form and also confirm the following:
  - Should have completed similar work means the project management consultancy including selection of contractor, liaising, supervision and management of entire project i.e. from commencement to completion etc. of similar scale and value.
  - Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, shall not be eligible to submit a Proposal.
  - The bidder should have, during the last five years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such bidder.
  - While submitting a Proposal, the bidder should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, bidders may format the specified forms making due provision for incorporation of the requested information.

### 2.2 Bidder's Team:

- 2.2.1 The Bidder's team (the "**Team**") shall include of the following minimum key personnel (the "**Key Personnel**") who shall discharge their respective responsibilities as associated with their position: In the Proposal, the bidder shall include detailed resumes of the Team including the Key Personnel who shall be deployed for performance of the Services by the Bidder along with experience summary and tenure with the bidder.

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*Architect for Design Liaising*  
*Infrastructure & Structural engineer*  
*Environment, Health & Safety Expert*  
*Civil Engineer*  
*Electrical Engineer*  
*HVAC Expert*  
*Legal Expert*  
*Landscape Expert*  
*Fire Protection Expert*  
*Quality Control Expert*

- 2.2.2 The proposed team shall be composed of the Key Personnel and managerial / support staff (the “**Support Personnel**”) such that the bidder should be able to complete the Services within the agreed schedule.
- 2.2.3 Other competent and experienced professional personnel in the relevant areas of expertise must be added as required for successful completion of this Project.

## 2.3 Due diligence by bidders:

Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal.

Bidders should visit the Project site and review the available data at any time prior to the Proposal due date to obtain first-hand information of the assignment, the local conditions, applicable laws and regulations or any other matter considered relevant by them. Visit to the site will be permitted by the Company upon written request from the bidder giving particulars of visiting personnel.

## 2.4 Site visit and verification of information:

Bidders are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, access to the site, tap-off points etc. and other matter considered relevant.

## 2.5 Validity of Proposal:

The Proposal shall be valid for a period of **180 days** from the closing date of RFP.

## 2.6 Brief Description of the Selection Process:

- The Company has adopted a single stage selection process (collectively the “**Selection Process**”) for evaluating the Proposals to be submitted online via softcopy. The Company shall after closing of the bid submission date evaluate all the Proposals.

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- During the Selection Process, the bidders may be asked to:  
*arrange for inspection of works carried out by them;*  
*provide such other information as may be required to verify their credentials;*  
*require presentations and/or meetings to discuss any aspects of the Proposal.*
- Upon selection, the bidder shall be issued a Letter of Award and shall be required to:
  - (i) enter into a DPMC Agreement with the Company and
  - (ii) submit the Performance Security. After the bidder executes the DPMC Agreement and provides the Performance Security, the bidder as being the appointed DPMC, shall commence performance of the Services (as defined in the DPMC Agreement) in accordance with the DPMC Agreement.

## 2.7 Conflict of Interest:

The bidder shall not have a conflict of interest that may affect the Selection Process or the Project (the “Conflict of Interest”). Any bidder found to have a Conflict of Interest shall be disqualified.

- 2.8** It is required that the Consultant provides professional, objective, and impartial advice and at all times and hold the Company’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Company.

## 2.9 Cost of Proposal:

The bidders shall be responsible for all the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation visits to Company office, Project site etc. The Company will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

## 2.10 Acknowledgement by bidder:

It shall be deemed that by submitting the Proposal, the bidder has:

- (a) made a complete and careful examination of the RFP along with all forms, annexures and schedules and in particular the bidder has considered carefully the DPMC Agreement attached hereto in **Form 10** which contains all material terms and conditions including scope of work, payment schedule, indemnities, liquidated damages, performance security, security deposit, etc.;

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- (b) received all relevant information requested from the Company;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of Company and that the Company shall not be liable for any omission, mistake or error on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Company.
- (d) satisfied itself about all matters, things and information necessary and required for submitting an informed Proposal and performance of all of its obligations thereunder;
- (e) acknowledged that it does not have a Conflict of Interest; and
- (f) agreed to be bound by the terms provided herein.

## **2.11 PREPARATION AND SUBMISSION OF PROPOSAL**

### **2.11.1 Language:**

The Proposal with all accompanying documents and all communications in relation to or concerning the Selection Process shall be in English language. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for.

### **2.11.2 Format and signing of Proposal:**

- The bidder shall provide all the information sought under this RFP. The Company would evaluate only those Proposals that are received in the specified forms and complete in all respects.
- The bidder shall prepare one set of the Proposal through online mode.
- The Proposal shall be signed by the authorized signatory of the bidder who shall initial each page. All other printed and published documents shall also be initialed on each page. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposal must be properly signed by a duly authorized person holding the power of attorney (a certified copy of the power attorney shall accompany the Proposal).
- Bidders should note the bid submission due date for submission of Proposals. For the avoidance of doubt, the Company reserves the right to seek clarifications at any stage even after the bid submission date.



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## **2.11.3 Proposal Format:**

The bidder shall submit its Proposal in the form and manner as specified in the RFP. The Proposal shall be submitted along with duly filled in and executed Forms 1 to 9 – set out in Section 3.

While submitting the Proposal, the bidder shall, in particular, ensure that:

- i. All forms are submitted in the prescribed formats and signed by the authorized signatories;
- ii. CVs of the Team and all Key Personnel have been included;
- iii. Presentation to explain the vision of the bidder, proposed land use, urban design concepts, smart infrastructure etc. The concept design should be in the form of reports, plans, drawings, elevations, 3D views, etc. which shall be sufficient in detail to explain the concept, in a maximum of A1 size. It shall also include the detailed budgetary estimates for this facility. The concept design shall also be submitted in a soft copy on Microsoft one drive or on cloud platform.
- iv. The Technical Proposal shall not include any pricing information and pricing information shall be included only in the Financial Proposal.

## **2.11.4 Financial Proposal:**

Bidders shall submit the pricing information in the formats at Forms 6A, Form6B and Form 6C (the “Financial Proposal”) clearly indicating the total fee for each scope of work separately and in both figures and words, in Indian Rupees, and signed by the bidder’s authorized representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Proposal, the lower of the two shall prevail.

While submitting the Proposal, the bidder shall ensure the following:

- i. All the costs associated with the assignment shall be included in the Proposal. The total amount indicated in the Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Proposal, it shall be considered non-responsive and liable to be rejected.
- ii. The Proposal shall take into account all expenses and tax liabilities. The bidder’s offer shall be inclusive of all taxes and duties (except GST) payable by them. Income Tax, GST and any other statutory taxes to be deducted at source, if any,

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will be deducted by the Company in accordance with the Income Tax Act, 1961 and any other acts in force and in accordance with the instructions issued by the authorities on this behalf, from time to time.

- iii. The GST applicable on implementation of works shall be charged to Project cost for payment to the Goods and Service Tax Department.
- iv. Costs (including breakdown of costs) shall be expressed in INR.
- v. The rates quoted shall be firm throughout the period of performance of the assignment up to discharge of all obligations of the DPMC under the DPMC Agreement. For the avoidance of doubt, the Company reserves the right to seek detailed clarifications.

## 2.11.5 Checklist for Submission:

- A. The **First Folder** titled “**Qualification Information \_Name of Bidder**” shall contain:

- i. Form 1: Form for Application
- ii. Form 1A: Filled-up Pre-Qualification Form
- iii. Form 2: Bidder’s Profile
- iv. Form 3: Major works done during last ten years which best illustrates qualifications for the assignment under offer.

The experience of the bidder for establishment of eligibility in the prescribed format as per **Form-3**. The bidder shall submit the Company’s certificate for the successful completion of the project describing the role of the Consultant, area, extent, cost of the project, duration of the project, quality of services and status of the project. The bidder may submit the actual photographs of the project, brochures etc.

- v. Form 4: Details of Key Personnel to be assigned for the Project

Details of Key Personnel giving their names, position in the team, educational qualifications and Project related experience of each expert to be assigned for providing the proposed services, with the detailed resumes and details in the prescribed format as per Form-4.

- vi. Form 5: Average Annual Turnover of the Firm (Audited and certified documents for the last 5 years to be submitted)

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- vii. Form 7: Undertaking for not barred or blacklisted.
- viii. Form 8: Affidavit of Correct Information
- ix. Form 9: Integrity Pact (to be provided in the non-judicial stamp paper)
- B. The Second Folder titled “Technical Proposal \_Name of the Bidder” shall contain:
  - i. Approach and methodology giving understanding of the Project, approach for the Project, deployment of the Key Personnel, time schedule for principal activities.
  - ii. Presentation to explain the vision of the bidder, proposed land use, urban design concepts, smart infrastructure etc.

The concept design should be in the form of reports, plans, drawings, elevations, 3D views, etc. which shall be sufficient in detail to explain the concept.

Proposed tender packages required for the complete Project.

It shall also include the detailed budgetary estimates for this facility.
  - iii. Liaising management for obtaining statutory approvals for the Project efficiently.

Should include team size, work experience of Liaising lead, hiring of liaising Architects/sub-consultants as per local norms, advice company on the regulations and provide options for meeting compliance criteria, communication management for quick turn-around for applications- Online/offline, making statutory payments and obtaining and submitting original receipts with company, managing site visits of authorities in co-ordination with site team etc.
  - iv. Complete project management till completion and commissioning, broad cost and implementation schedule.
- C. The Third Folder titled “Financial Proposal \_Name of the Bidder” shall contain:
  - i) Bidders shall submit the financial Proposal in the formats at Form - 6A, Form6B and Form 6C (the “Financial Proposal”) clearly indicating the total cost of the Project Services in both figures and words, in Indian Rupees, and signed by the bidder’s Authorized Representative. In the

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event of any difference between figures and words, the amount indicated in words shall prevail.

- ii) The Fee proposal as consultancy fees for each area of Scope of Work identified in the Form 6B separately, along with confirmation of acceptance of payment schedule set out Form 6C for each scope of work.

**NOTE: NO COUNTER CONDITIONS SHOULD BE INCLUDED ANYWHERE IN THE PROPOSAL. CONDITIONAL PROPOSAL MAY BE SUMMARILY REJECTED.**

## **2.11.6 Taxes and Duties:**

The offer by the Bidder shall be inclusive of all taxes and duties (except Goods and Service Tax) payable by them. The Goods and Service Tax as applicable on implementation of works shall be charged to project cost. Income Tax, GST and any other statutory taxes to be deducted at source, if any, will be deducted by the Company in accordance with the Income Tax Act and any other acts in force and in accordance with instructions issued by the authorities on this behalf, from time to time.

In case any new indirect tax introduced by Indian Government by new legislation, the same will be extra and will be allowed to be charged by Company on production of proof of payment. However, before payment of such taxes the successful bidder shall obtain prior approval of the Company.

The Consultant shall comply with all the formalities under the applicable law to ensure that the Company obtains credit for the GST that is paid by the Company to the Consultant.

## **2.11.7 Late Proposal:**

The online platform may not allow the bidders to submit the bid post closure of the bidding period. However, bidders with late submission may be allowed to submit the Proposal purely at the Company's discretion.

## **2.11.8 Modifications to submitted Proposals:**

Any alterations, modifications or change in the submitted Proposals shall not be permitted. No notice of change, alterations or modification of the Proposal shall be accepted after closing time on last date of bid submission.

## **2.11.9 Revocation of Proposals:**

The bidder shall not revoke his Proposal without the consent of the Company.

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## **2.12 Award of Contract**

- 2.12.1 The Proposal shall be deemed an offer by the bidder on the terms and conditions of this RFP and the DPMC Agreement so that when the bid is accepted by the Company by issuance of the Letter of Award ("**LOA**"), a contract is deemed to have been formed. The LOA shall be in such form as may be determined by the Company. The date of such sending shall be deemed the date of acceptance of the Proposal.
- 2.12.2 Upon issuance of the LOA it shall be deemed to impose legally binding enforceable obligations on the successful bidder all the terms and conditions as mentioned in the RFP documents in relation to the Project.
- 2.12.3 All costs, charges and expenses including the stamp duty incurred in connection with this contract and for preparation and completion of the DPMC Agreement and Integrity Agreement will be borne by the awardee of contract.
- 2.12.4 Failure of the successful bidder to comply with the requirements shall constitute sufficient grounds for the annulment/ withdrawal of the LOA. In such an event, Company reserves the right to take any such measures as may be deemed fit in the sole discretion of Company, including annulment of the Selection Process.
- 2.12.5 The Consultant shall be required to sign the DPMC Agreement as per draft provided under Form-10 and Integrity Agreement as provided in Form-9 and mobilize manpower and other logistic support and technical support, within 7 days from the date of LOA, failing which may result in termination of contract and award of the same to other agency/Agencies at the risk and cost of the bidder, who has been issued LOA.

## **2.13 Performance Security**

Within 10 days of issue of LOA from the Company, the successful bidder shall furnish to the Company a Performance Security in the form of an unconditional, irrevocable and on first demand Bank Guarantee as per Form set out in Schedule 9 of the DPMC Agreement for an amount equivalent to 10% of the Total Fee. Failure of the successful bidder to lodge the required bank guarantee shall constitute sufficient grounds for the termination of contract. The performance security shall remain in force until six months beyond the defect liability period of the construction contract. The obtaining of such guarantee (and the cost of guarantee), shall be at the expense of the bidder. Any deviation from set out in Schedule 9 of the DPMC Agreement may be accepted or rejected solely at the discretion of the Company.

## **2.14 Contacts during Proposal Evaluation**

Proposals shall be deemed to be under consideration immediately after they are opened and until such time the Company makes an official intimation of award / rejection to the bidders. While the Proposals are under consideration, bidders and /or their representatives are advised to refrain from contacting by any means, Company and / or

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their employees / representatives on matters related to the Proposals under consideration.

## **2.15 Extension of validity of Proposal**

If it becomes necessary, the Company may request the bidders, in writing, to extend the validity of Proposals.

## **2.16 MISCELLANEOUS**

2.16.1 Company, in its sole discretion and without incurring any obligation or liability, reserves the right any time to:

- (a) Suspend and / or cancel the Selection Process and / or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
- (b) Consult with any bidder in order to receive clarification or further information;
- (c) Retain any information and/ or evidence submitted to Company by, on behalf of and/or in relation to any Proposal; and/or,
- (d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and / or evidence submitted by or on behalf of any bidder.

## **2.17 Confidentiality**

2.17.1 All information shared by the Company pursuant to this RFP and all information shared by a bidder pursuant to the RFP including the Proposal shall be kept confidential by the bidder and shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Company in relation to or matters arising out of, or concerning the Selection Process. The bidder shall not divulge any such information unless it is required for (i) compliance with applicable law; (ii) pursuant to any order of court or order of any regulatory or statutory authority; or (iii) to its advisors, employees and agents who need to know such confidential information for providing advice to the bidder and provided each such person has been bound to maintain the confidentiality of the said information in writing.

## **2.18 Assignment**

2.18.1 No bidder shall assign or transfer, sub-contract, outsource or otherwise dispose of any or all of its rights or/and obligations herein without the prior written consent of the Company and if found so, the contract shall be deemed to be cancelled and the Performance Security and Security Deposit shall be forfeited.

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- 2.18.2 AISATS Noida Logistics Park Private Limited, may assign rights and obligations herein to its subsidiary/Affiliate or third party with prior written intimation to the bidder at least 15 days prior to such assignment, transfer, or disposal.

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## **SECTION 3 - FORMS**

| <b>Sr.No.</b> | <b>Description</b>                                                                                   |
|---------------|------------------------------------------------------------------------------------------------------|
| Form – 1      | Form of Application                                                                                  |
| Form – 1A     | Pre-Qualification Form                                                                               |
| Form – 2      | Bidder's Profile                                                                                     |
| Form – 3      | Major works during last Ten years which best illustrates Qualifications for scope of work hereunder. |
| Form – 4      | Details of Key Personnel                                                                             |
| Form – 5      | Form for average turn over                                                                           |
| Form - 6A     | Letter for Financial Proposal                                                                        |
| Form - 6B     | Form of Fee Proposal                                                                                 |
| Form – 6C     | Form of Payment Schedules                                                                            |
| Form – 7      | Undertaking for Not Barred or Blacklisted                                                            |
| Form – 8      | Affidavit of Correct Information                                                                     |
| Form – 9      | Integrity Agreement                                                                                  |
| Form – 10     | Draft Design and Project Management Agreement                                                        |



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CIN : U52109HR2023PTC110765

## FORM -1 FORM FOR APPLICATION (On the Letter head of the bidder)

Date :

To,

[]

Email –[].com

**Sub.:** Request for Proposal for appointment of Project Management Consultant (DPMC) for Complete Management of Project for Construction of Integrated Warehouse and Logistics Zone at Noida International Airport, India.

Sir,

Being duly authorized to represent and act on behalf of.....(hereinafter referred to as "the Bidder") and having reviewed and fully understood all of the requirements of the RFP and information provided, the undersigned hereby apply for the Project referred above.

We confirm the validity of the Proposal for 90 days from the last date of submission of bid.

We have studied RFP and all other documents including the DPMC Agreement set out in Form 10 carefully and also surveyed the Project site. We understand that, we shall have no claim, right or title arising out of any documents or information provided to us by the Company or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Project.

The Proposal is being submitted through the online portal and shall be binding on us.

I/We agree and undertake to abide by all the terms and conditions of the RFP and the DPMC Agreement.

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

We are enclosing our Proposal with the details as per the requirements of the RFP, for your evaluation.

Signature, name and designation of the authorised signatory

# AISATS NOIDA LOGISTICS PARK PRIVATE LIMITED

Regd Off :Plot No. 53-54, Phase - IV Udyog Vihar Palam Road Gurgaon – 122015 Haryana

Email - [info.noidalogisticspark@aisats.in](mailto:info.noidalogisticspark@aisats.in); M - 8588860067

CIN : U52109HR2023PTC110765

## Form 1A

| Details                                                                                                                                                             | Consultants Response |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| Company details (including legal status)                                                                                                                            |                      |
| Financial information (Last 5 Years)                                                                                                                                |                      |
| Number of people & their experience, technical and professional ability/Professional qualification/Skill Set of allocated resources for the project                 |                      |
| Carrying-out Liaising + Statutory compliances**                                                                                                                     |                      |
| <b>Specify the In-house capabilities &amp; outsourced services^^</b>                                                                                                |                      |
| • Liaising with the Government agencies for approval.                                                                                                               |                      |
| • Civil, Interior & Structural                                                                                                                                      |                      |
| • Architecture                                                                                                                                                      |                      |
| • MEP                                                                                                                                                               |                      |
| • IT Networking/cabling & Server room design                                                                                                                        |                      |
| • Water Management                                                                                                                                                  |                      |
| • Landscaping                                                                                                                                                       |                      |
| • DPMC                                                                                                                                                              |                      |
| • Quantity & Quality Surveying                                                                                                                                      |                      |
| • Value Engineering                                                                                                                                                 |                      |
| • BIM Expertise                                                                                                                                                     |                      |
| • Façade                                                                                                                                                            |                      |
| • Signage                                                                                                                                                           |                      |
| • 3d Animation/Graphics/Walkthrough/Physical scale Model                                                                                                            |                      |
| • List out other relevant services                                                                                                                                  |                      |
| <b>Management Systems:</b>                                                                                                                                          |                      |
| • Health and safety                                                                                                                                                 |                      |
| • Quality Management System                                                                                                                                         |                      |
| • Environmental management Systems                                                                                                                                  |                      |
| Relevant experience/Project Reference (5 best projects & 5 ongoing projects , value***) as Prime consultant                                                         |                      |
| • List out details of Projects of Same scale & Similar Nature                                                                                                       |                      |
| • List out respective value, year/duration of each contract                                                                                                         |                      |
| • Client references of 5 ongoing projects                                                                                                                           |                      |
| Details of insurance cover (Indemnity)                                                                                                                              |                      |
| Submission of detailed budgetary estimate of the project along with utilities estimations like overall Power, water (S+E, MEP, Treated Grey Water), Gas, Steam etc. |                      |
| Submission of Project Approach and Methodology including Proposed Staffing Schedule / Manpower Deployment                                                           |                      |

# **AISATS NOIDA LOGISTICS PARK PRIVATE LIMITED**

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CIN : **U52109HR2023PTC110765**

## **FORM-2**

### **Bidder's Profile**

- I. Particulars of the Applicant:
- II. State the following:
  - i. Year of Incorporation:
  - ii. Year of commencement of business:
  - iii. Principal place of business:
- III. Brief description of the Applicant including details of its main lines of business
- IV. Name, designation, address and phone numbers of authorised signatory of the Applicant:
  - i. Name :
  - ii. Designation :
  - iii. Address :
  - iv. Company :
  - v. Phone No :
  - vi. Email id :
- VI. Other information
  - List of works in hand and list of works carried out by them indicating
    - i) Agency for whom executed
    - ii) Value of Work
    - iii) Completion time as stipulated and actual or present position of work.
  - Financial Turn Over certified by Chartered Accountant.
  - Balance Sheet, Profit & Loss statement certified by Chartered Accountant.
  - List of similar works completed in last 7 years indicating
    - i) Agency for whom executed
    - ii) Value of Work,
    - iii) Stipulated and actual time of completion.
  - List of Works in Hand indicating
    - i) Agency,
    - ii) Value of Work,
    - iii) Stipulated time of completion/present position.
  - Registration certificate, if any.

# **AISATS NOIDA LOGISTICS PARK PRIVATE LIMITED**

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CIN : **U52109HR2023PTC110765**

- Certificates of Work Experience / Performance Certificates, Registration Certificate with the Council of Architecture, India.
- Certificate of Registration for GST.
- TIN registration certificate
- PAN (Permanent Account Number) Registration.
- Integrity Pact

For the Applicant, state the following information:

- Provide the office address(s) in India.
- Has the Applicant been penalized by any organization for poor quality of work or breach of contract in the last five years?  
Yes/No
- Has the Applicant/ Company ever failed to complete any work awarded to it in last five years?  
Yes/No
- Has the Applicant been blacklisted by any Government department/Public Sector Undertaking in the last five years?  
Yes/No
- Has the Applicant suffered bankruptcy/insolvency in the last five years? Yes/No  
  
Note: if answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this services assignment.
- Does the Applicant's firm/company combine functions as a consultant or adviser along with the functions as a contractor and/or a manufacturer?  
Yes/No
- Does the Applicant intend to borrow or hire temporarily, personnel for performance of the Project Services?  
Yes/No

(Signature, name and designation of the authorised signatory)

# **AI SATS NOIDA LOGISTICS PARK PRIVATE LIMITED**

Regd Off :Plot No. 53-54, Phase - IV Udyog Vihar Palam Road Gurgaon – 122015 Haryana

Email - [info.noidalogisticspark@aisats.in](mailto:info.noidalogisticspark@aisats.in); M - 8588860067

CIN : U52109HR2023PTC110765

## **FORM - 3**

### **MAJOR WORKS DURING LAST TEN YEARS WHICH BEST ILLUSTRATES QUALIFICATIONS FOR THE ASSIGNMENT UNDER OFFER.**

- (i) The following information should be provided in the format indicated for each reference project for which your company, either individually as a corporate entity or as one of the major companies within a consortium was legally contracted by the client stated below.
- (ii) The information should be specific and to the point to facilitate a quick and objective decision.
- (iii) Use a separate sheet for each separate work.
- 1) Project Name:
- 2) Country:
- 3) Project location:\_\_\_\_\_ in the country
- 4) Name &Address:\_\_\_\_\_ of the client with \_\_\_\_\_ Tel. No. & Fax No.\_\_\_\_\_
- 5) Do you have any objection if the client is contacted for reference? Yes/No.
- 6) Detailed description of the work

|   |                                                        |  |
|---|--------------------------------------------------------|--|
| 1 | Cost of Project                                        |  |
| 2 | Area of Project                                        |  |
| 3 | Built-up Area                                          |  |
| 4 | Design                                                 |  |
| 5 | Status                                                 |  |
| 6 | Remarks mentioning any special features of the project |  |

- 7) Were the services provided exclusively by your firm? Yes/No  
(or)

Were services provided by your firm in association with other firms? Yes/No

Exact description of the division of responsibility for items listed at (6) above as between you and your associate:

- 8) Detailed description of the actual services provided under following types for each component of the project

i) Detailed design and engineering for implementation of the Project (DD).

# AISATS NOIDA LOGISTICS PARK PRIVATE LIMITED

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CIN : **U52109HR2023PTC110765**

- ii) Preparation of tender documents, evaluation of tenders and award of contract(TS).
- iii) Construction Supervision including commissioning and administration of contract and including certification of payment to the contractors and the share and role of your firm & of the Associate, if any, against each type of the component and each type of service listed above.
- 9) Professional Staff provided & fees received:

|                                                                              | Own Firm | Associate |
|------------------------------------------------------------------------------|----------|-----------|
| <b>No. of Professional Staff:</b>                                            |          |           |
| a) Experts at the level of subject specialties & their principal assistants. |          |           |
| b) Supporting technical staff (excluding draftsman & office staff).          |          |           |
| <b>No. of man months of (a) + (b)</b>                                        |          |           |
| <b>Fees received (INR)</b>                                                   |          |           |

- 10) Assignment start date:\_\_\_\_\_ (Month/Year)\_\_\_\_\_.
- 11) Assignment completion date:\_\_\_\_\_ (Month/Year)\_\_\_\_\_.
- 12) Duration of assignment:\_\_\_\_\_(months)

Seal and

(Signature, name and designation of the authorised signatory)

# **AISATS NOIDA LOGISTICS PARK PRIVATE LIMITED**

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CIN : **U52109HR2023PTC110765**

## **Form- 4**

### **Details of Key Personnel to be assigned for the Project**

| <b>Sr. No.</b> | <b>Name</b> | <b>Position</b> | <b>Educational qualifications</b> | <b>Related Experience</b> |
|----------------|-------------|-----------------|-----------------------------------|---------------------------|
|                |             |                 |                                   |                           |
|                |             |                 |                                   |                           |
|                |             |                 |                                   |                           |
|                |             |                 |                                   |                           |

Seal and

(Signature, name and designation of the authorised signatory)

# AISATS NOIDA LOGISTICS PARK PRIVATE LIMITED

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## Form-5

**Average Annual Turnover of the Firm (Audited and certified documents for the last 5 years to be submitted):**

| Sr.No | Year           | Turn Over in Rs in Crores |
|-------|----------------|---------------------------|
|       |                |                           |
|       |                |                           |
|       |                |                           |
|       | <b>Average</b> |                           |
|       |                |                           |

(Seal of the firm along with the signature, name and designation of the Chartered Accountant)

(Signature, name and designation of the authorised signatory)



# **AISATS NOIDA LOGISTICS PARK PRIVATE LIMITED**

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CIN : **U52109HR2023PTC110765**

## **FORM-6 A LETTER FOR FINANCIAL PROPOSAL**

From:

To,

[]

Email –[]

**Sub: “Request for Proposal for appointment of Design and Project Management Consultant (DPMC) for Complete Project Management of Construction of Integrated Warehouse and Logistics Zone at Noida International Airport, India”.**

I/We have perused the RFP for subject assignment and other details and am/are willing to undertake and complete the assignments as per terms and conditions stipulated in the RFP and the DPMC Agreement.

Our total price offer inclusive of all taxes (excluding Goods and Service Tax which is charged to project cost as per actuals), incidentals, overheads, traveling expenses, printing and binding of reports, expenditure related to presentation to be made during the execution of the assignment, sundries, all other items involving expenditure for execution of the Scope of Work shall be as set out in Form 6B appended to this letter and shall be payable as per the payment schedule set out Form 6C appended to this letter duly completed and consistent with the provisions of the DPMC Agreement.

This offer is valid for a period of 180 days from the date of opening of the financial proposals.

Authorized Seal and Signature [in full and initials]:

Name :

Designation :

Name of Firm :

Address :

# AISATS NOIDA LOGISTICS PARK PRIVATE LIMITED

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CIN : U52109HR2023PTC110765

## FORM-6B Financial Proposal

| S/NO                                                | DESCRIPTION                                          | AMOUNT<br>(INR) |
|-----------------------------------------------------|------------------------------------------------------|-----------------|
| <b>A Design, Consultancy and Project Management</b> |                                                      |                 |
| A1                                                  | Architectural Services (including preliminary works) |                 |
| A2                                                  | Project management and supervision                   |                 |
| A3                                                  | M&E Services                                         |                 |
| A4                                                  | Civil & structural services                          |                 |
| A5                                                  | Quantity surveyor services                           |                 |
| <b>Total Cost for Above</b>                         |                                                      |                 |

## Form 6C

### Schedule of Payment for PM Consultancy Services

| Stages | STAGE OF WORKS                                                           | Percentage<br>fee per stage | Cumulative<br>percentage<br>fee per stage |
|--------|--------------------------------------------------------------------------|-----------------------------|-------------------------------------------|
| 1      | Upon Confirmation of Appointment                                         | 20%                         | <b>20%</b>                                |
| 2      | Design Development Stage Upon<br>Completion of Drawings & Specifications | 10%                         | <b>30%</b>                                |
| 3      | Construction Stage To be paid in 4 equal<br>instalments                  | 60%                         | <b>90%</b>                                |
| 4      | Completion Stage Upon Issuance of<br>Completion Certificate              | 5%                          | <b>95%</b>                                |
| 5      | Upon End of warranty                                                     | 5%                          | <b>100%</b>                               |

# **AISATS NOIDA LOGISTICS PARK PRIVATE LIMITED**

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CIN : **U52109HR2023PTC110765**

## **Form 7 Undertaking for not barred or blacklisted**

I/We hereby undertake the following:

1. I/We undertake that neither I/ we nor any of our members has been barred or blacklisted by any Central and/or State Government of India.
2. I/We undertake that neither I / we individually or institutionally are not in any manner involved with the selection / screening process of this RFP and employees of the Company.

Authorized Seal and Signature [in full and initials]:

Name :

Designation :

Name of Firm:

Address :

# **AISATS NOIDA LOGISTICS PARK PRIVATE LIMITED**

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CIN : **U52109HR2023PTC110765**

## **Form-8**

### **Affidavit of Correct Information**

[]

Email – []

With reference to the documents submitted to Company, we hereby undertake that other than the details provided under RFP Submission, we have no dispute/ litigation/ legal proceedings against any of our clients, in any of our projects other than the listed.

All documents and information submitted in the Proposal (including the above undertaking) are certified to be accurate, correct and final. In the event that any of the documents or information submitted by us is found to be in-accurate/ incorrect/ misleading, we understand that our Proposal is liable to be rejected or if contract is awarded, contract is liable to be terminated, without prejudice to any of the rights of Company, which otherwise may be accruable to Company.

I also undertake that I will furnish all other documents required under the Tender document or the DPMC Agreement, after signing the DPMC Agreement during execution of the Services.

Authorized Seal and Signature [in full and initials]:

Name :

Designation :

Name of Firm:

Address :

# **AISATS NOIDA LOGISTICS PARK PRIVATE LIMITED**

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CIN : U52109HR2023PTC110765

## **Form 9**

### **Integrity Pact (to be provided in the non-judicial stamp paper)**

#### **Commitments of the bidder**

The bidder commits to take all measures necessary to prevent corruption. It commits itself to observe the following principles during its participation in this bidding process and during the term of the DPMC Agreement:

- i. The bidder will not, directly or through any other persons or firm, offer promise or give to any of the Company's employees or to any third person any material or other benefits which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during this tender process.
- ii. The bidder will not enter with other bidder (s) 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 this tender process.
- iii. The bidder will not commit any offence under the Indian Penal Code 1860 and/or Prevention of Corruption Act, 1988; further the bidder will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the purchaser as part of the business relationship, regarding plans, technical Proposals and business details, information contained in or transmitted electronically.
- iv. The bidder will, when presenting its bid, disclose any and all payments it has made is committed to or intends to make to agents, brokers or any other intermediaries in connection with this tendering process or the award of DPMC Agreement under this tendering process.
- v. The bidder will not, directly or through or any other person or firm, approach any government officials, ministers, political persons public servants, or any external agencies in an effort to influence the bidding decision making process or to attend any undue favors to the bidder.
- vi. The bidder shall exclude, from this tender process all known prejudiced persons including those employees/directors/management representatives or the bidder who have family relationships with the employees or officers of the Company.
- vii. The bidder will not indulge in any corrupt, fraudulent, coercive undesirable or restrictive practice in the tender process.

# **AI SATS NOIDA LOGISTICS PARK PRIVATE LIMITED**

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CIN : **U52109HR2023PTC110765**

- viii. The bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- ix. The information contained in the RFP and any other documents supplied to the bidder is confidential and proprietary in nature and may not be used otherwise than for the purpose of submitting a Proposal to the Company, nor disclosed to any person, unless expressly authorised otherwise by the Company. The bidder shall not disclose its participation in the tender for the Project or any information in relation thereto or any drawings, specifications, data or documents whatsoever in connection therewith.
- x. The bidder shall not communicate directly or indirectly with the Company or any of the Company's Affiliates or any of their officers, servants or agents with regard to the progress of the Proposal.
- xi. The bidder shall inform the Company of any changes to the particulars of the bidder's business/company, from that provided/submitted to the Company, including without limitation changes to its business or company name or changes to the particulars of its owners, managers, directors or shareholders, which may take place at any time after the date of submission of the Proposal, and (where applicable) during the Term.
- xii. The Company and its Affiliates and their respective officers, employees, agents or representatives shall not in any event be liable to any bidder for any loss or deferment of revenue, profit or anticipated earnings or savings, loss of goodwill, loss of use, business interruption, loss of business information, loss of data, increased cost of working and wasted effort on expenditure whether caused or arising from the bidder's submission of Proposal or any breach by the Company of any of the RFP Documents or howsoever otherwise caused or arising.
- xiii. The bidder shall indemnify, defend and hold harmless the Company and the Company's Affiliates and their respective employees, agents and advisers for and against all claims, actions, liabilities, losses, expenses, damages and costs (including legal costs on a full indemnity basis) that may at any time be brought against or incurred by the Company and the Company's Affiliates and their respective employees, agents and advisers reason of:
  - (a) any breach of the representations, warranties and conditions of RFP;
  - (b) any death of and injury to any person and loss of or damage to any property which may arise out of or in consequence of the bidder's submission of the Proposal any software, virus or bug or problems transmitted or caused by the bidder;
  - (c) the bidder's dispute with a third party, or non-payment of any services used by the bidder.

# **AISATS NOIDA LOGISTICS PARK PRIVATE LIMITED**

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CIN : **U52109HR2023PTC110765**

## **Form-10**

### **DRAFT AGREEMENT FOR DESIGN & PROJECT MANAGEMENT CONSULTANCY**

**Between**

**Air India SATS Airport Services Private Limited**

**And**

**[DPMC]**

# **AISATS NOIDA LOGISTICS PARK PRIVATE LIMITED**

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CIN : **U52109HR2023PTC110765**

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# **AISATS NOIDA LOGISTICS PARK PRIVATE LIMITED**

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# AISATS NOIDA LOGISTICS PARK PRIVATE LIMITED

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CIN : U52109HR2023PTC110765

## DESIGN & PROJECT MANAGEMENT CONSULTANCY AGREEMENT

**This Project Management Consultancy Agreement (“Agreement”)** is made at [*insert place of execution*] on [*click here and type date*] between:

- (1) Air India SATS Airport Services Private Limited, CIN: U74900DL2010PTC201763, a company incorporated in India under the Companies Act, 2013 and having its registered office at [●] (the “**Company**”, which expression shall, unless repugnant to the subject, context or meaning thereof, mean and include its successors and assigns); and
- (2) [*Click here and type name*](Corporate Identification Number [●]), a company incorporated in India under the Companies Act, 1956/2013 and having its registered office at [●] (the “**DPMC**”, which expression shall, unless repugnant to the subject, context or meaning thereof, mean and include its successors).

### WHEREAS:

- A. The Company wishes to construct a Integrated Warehouse and Logistics Zone Integrated Warehouse and Logistics Zone(“**Project**”) as per its requirements on land bearing Survey No. \_\_\_\_\_, measuring \_\_\_\_\_ sq.mts at Village \_\_\_\_\_ at Noida International Airport, India (the “**Site**”). The Company is the sub-lessee of the Site.
- B. The Company accordingly issued a Request for Proposal on [\_\_\_\_\_] (the “**Request for Proposals**” or “**RFP**”) from the eligible bidders as per the technical and commercial terms and conditions prescribed in the RFP for undertaking the Project.
- C. After evaluation of the bids received, the Company accepted the bid of the selected bidder and issued its Letter of Award No. <insert details> dated <insert date> (hereinafter called the “**LOA**”) to the DPMC appointing him as Project Management Consultant for complete management of construction of a Integrated Warehouse and Logistics ZoneIntegrated Warehouse and Logistics Zoneat Noida International Airport, India specified hereinafter, requiring the DPMC to inter alia:
  - (i) enter into this Agreement;
  - (ii) submit Performance Security, and
  - (iii) execute this Agreement within 7 (seven) days of the date of issue of LOA.
- D. The DPMC has fulfilled the requirements specified in Recital (C) above;
- E. The DPMC has represented that it is competent to provide complete Services and shall be overall in-charge of the Project management and will be involved in all the activities related to successful completion of the Project which includes preparing documents required for obtaining statutory approvals, tender evaluation for selection of EPC

# **AISATS NOIDA LOGISTICS PARK PRIVATE LIMITED**

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contractors including techno-commercial evaluation of bids, construction management, quality management, monitoring progress, and quality of construction, for erection and installation works, reporting and ensuring compliance by the contractors as per the design and specifications, day to day Site supervision, overall supervision of Project execution including review and approval of all documents submitted by supplier / contractors, certification of payments to the contractors, liaising work for sanction of plans and obtaining permissions/ statutory approval and complete management of Project for Construction of Integrated Warehouse and Logistics Zone at Noida International Airport, India and has agreed to perform the same on the basis of the terms and conditions set out in the RFP, scope of works, fee proposal sheet including other scopes, annexure documents etc.

F. “Tender Documents” shall mean:

- (a) This Agreement along with all annexures
- (b) Proposal of the bidder as accepted
- (c) RFP along with all annexures
- (d) Letter of Award
- (e) Any Drawings and other documented instructions issued to the DPMC
- (f) Any other supplementary agreement, amendment agreement, work order/procurement order/purchase order issued/executed between the Company and the DPMC.

G. Priority of Documents

This Agreement, and all other agreements and documents forming part of or referred to in this Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof or referred to herein shall, in the event of any conflict between them, be in the following order:

- (a) executed version of this Agreement, any other supplementary agreement, amendment agreement, work order/procurement order/purchase order issued/executed between the Company and the DPMC;
- (b) executed Letter of Award
- (c) Proposal as accepted
- (d) RFP
- (e) all other documents forming part hereof or referred to herein;

i.e. this Agreement at (a) above shall prevail over the agreements and documents at (b) and (c).

**NOW, THEREFORE**, the Parties herein have entered into this Agreement in consideration of the foregoing premises, mutual representations, warranties, covenants and agreements set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties herein intending to be legally bound, agree as follows:

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## 1. DEFINITIONS AND INTERPRETATION

1.1 Words and expressions used in this Agreement shall have the meanings as set out in **Schedule 1** unless the context requires otherwise or is otherwise expressly stated herein.

1.2 The Schedules attached hereto form part of this Agreement.

## 2. APPOINTMENT OF DPMC AND SCOPE OF SERVICES

2.1 The Company hereby appoints the DPMC as design and project management consultant for the Project and the DPMC hereby accepts the appointment together with the responsibilities and obligations to provide/perform the Services (more particularly *set out in **Schedule 2** of this Agreement*) upon the terms and conditions contained in the Tender Documents.

2.2 The scope of the Services to be provided by the DPMC under this Agreement also includes:

2.2.1 services not expressly indicated in this Agreement, but which are reasonably inferable therefrom, or consistent therewith; and

2.2.2 services relating to the Project which are customarily provided in accordance with generally accepted similar practices in India, if any, to the extent that such services are not otherwise covered elsewhere in the Tender Documents, and such services shall be performed by the DPMC without any increase in the Fees.

2.3 For the avoidance of doubt, notwithstanding the date of this Agreement, this Agreement shall have effect as if it had been executed upon the date that the DPMC first performed any Services in relation to the Project and accordingly the rights, duties and obligations contained in this Agreement shall be deemed to have applied to the carrying out of any of the Services prior to the date of this Agreement.

2.4 Nothing in this Agreement shall grant to either Party any right to make commitments of any kind for and on behalf of the other Party save as otherwise expressly set out herein. The Parties agree that the DPMC is and shall in the performance of the Services under this Agreement remain an independent contractor and nothing in this Agreement shall in any manner whatsoever render the DPMC, a partner or an agent or joint venture partner of the Company and neither Party shall hold itself out as a partner or an agent or a joint venture partner of the other Party for any purpose. The DPMC shall, have complete charge of DPMC's Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

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- 2.5 The DPMC shall liaise & obtain all the necessary Project Approvals as detailed (but not limited to) in the **scope of work set out in Schedule 2** of this Agreement required for pre-construction, construction, installation & operation of the Project in a timely manner.
- 2.6 Without prejudice to the scope of design services as set out in Schedule 2 to this Agreement:
- a. The DPMC shall produce and provide suitable Drawings and designs to suit the requirements of the Project, ensuring that such Drawings and designs comply with all the statutory norms as applicable, not restricted to local Panchayat, Fire Dept., Water Supply board, Electricity Board, Inspector of Factories, PCB, AAI etc., and such other statutory / government bodies. In addition to complying with all the statutory norms such Drawings and designs shall be to the satisfaction of client and in compliance with EHS guidelines of NIA.
  - b. The DPMC also guarantees the buildability of the designs and Drawings so produced. The DPMC shall produce and provide all the services including the required Drawings and designs as per the agreed timelines.
  - c. The DPMC shall mobilize all resources and take due care whatever is necessary to produce the Drawings and designs which are to be agreed with the Company and / or to be approved by the statutory authorities, and will undertake such further work as the Client may reasonably request to enable for the completion of the Project.
  - d. The DPMC shall be responsible for the coordination and integration of all designs and information provided by any sub-consultants, other-consultants and contractors appointed by it or by the Company including the sharing of all Drawings and other details with such sub consultants, other consultants and contractors as may be required for the completion of this Project.
  - e. The DPMC shall not make any deviations, alterations or omissions from the approved designs and Drawings without prior written consent of the Company.
  - f. The DPMC must provide evidence of design verifications and certify that the designs have been carried out in accordance with the design briefs, norms and all relevant and current Standards, codes and regulations and statutory requirements. Similarly, certification shall be provided by the DPMC that the execution of the Project works has been done in line with the design intent.
- 2.7 **DURATION OF APPOINTMENT AND COMPLETION OF SERVICES**
- 2.7 The duration of appointment of the DPMC under this Agreement shall commence from the Commencement Date and shall continue until the expiry of the Defect Liability Period provided all defects have been rectified if any identified during the

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Defect Liability Period and the term of this Agreement shall only complete after all such defects are rectified or earlier termination of this Agreement.

- 2.8 The DPMC shall provide the Company the Services for the duration of this Agreement in accordance with the requirements stated in this Agreement. Any deviation in the performance of the DPMC's duties, obligations and/or Services from this Agreement shall only be made with the prior written consent of the Company.
- 2.9 The DPMC shall be responsible for procuring and maintaining, as from the Commencement Date and for the duration of this Agreement and at its cost and expense, all consents, licences, approvals and permits as may be required by Law for the performance of the Services.

### **3. REPRESENTATIONS, WARRANTIES & COVENANTS**

- 3.1 The DPMC represents and warrants that:
- 3.1.1 the Tender Documents are enforceable against the DPMC in accordance with its terms and conditions and that any and all corporate and governmental approvals, consents, licenses, approvals and permits required for the DPMC to validly enter into and perform its obligations under the Tender Documents have been obtained and will continue in force until discharge of the DPMC;
- 3.1.2 the execution and delivery of, and performance by the DPMC of its obligations under the Tender Documents will not result in a breach of, or constitute a default under, any agreement or licence or approval or consent to which it is a party or by which it is bound and which is material in the context of the transactions contemplated by the Tender Document;
- 3.1.3 the DPMC shall perform the Services and carry out its duties and obligations hereunder with all utmost skill, care, due diligence, efficiency and economy, in a good workmanlike manner, in accordance with highest industry practice, standards, generally accepted professional techniques and practices and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. All Services provided shall at all times be performed to the satisfaction of the Company and it shall be free from any defect, deficiency or flaw or any other failure or fault;
- 3.1.4 the DPMC shall always act, in respect of any matter relating to the Tender Documents or to the Services, as a faithful adviser to the Company, and shall at all times support and safeguard the Company's legitimate interests in any dealings with the Third Parties;
- 3.1.5 the DPMC possesses and shall continue to possess at all times for the duration of this Agreement all expertise, resources, knowledge and skills required for the due and

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proper performance of the Services in accordance with this Agreement;

- 3.1.6 each of the DPMC's Personnel is competent, properly qualified and possesses the relevant experience and have been fully vaccinated against Covid – 19 and the DPMC shall keep their vaccinations updated;
- 3.1.7 the DPMC possesses all necessary and applicable licences, approvals, permits and adequate insurance coverage as required by the Company, and will obtain the same at no cost to the Company;
- 3.1.8 the information furnished in the Proposal and otherwise in pursuance of the RFP and its annexures or otherwise and as updated on or before the date of this Agreement is true and accurate in all respects;
- 3.1.9 the execution, delivery and performance of this Agreement will not conflict with, or result in the breach of, or constitute a default under, or accelerate performance required by any of the terms of its memorandum and articles of association or any applicable laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- 3.1.10 no sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the contract or entering into this Agreement or for influencing or attempting to influence any officer or employee of the Company in connection therewith;
- 3.2 the DPMC covenants and undertakes to the Company that:
  - 3.2.1 the DPMC shall comply with the directions and/or instructions of the Company;
  - 3.2.2 the DPMC shall take all steps necessary to ensure the expeditious and proper execution of the Services. Without limiting the generality of the foregoing, the DPMC shall not authorise any modification or work involving additional cost or time without the prior written approval of the Company;
  - 3.2.3 the DPMC and the DPMC's Personnel responsible for providing and performing the Services will at all times duly comply with all relevant laws, regulations and directives with any and all relevant codes of practice and standards;
  - 3.2.4 the DPMC shall conform in every respect with such safety and security rules and regulations as the Company may prescribe;
  - 3.2.5 the DPMC shall not change any of the key DPMC's Personnel listed in Schedule 4 or appoint replacements of any of them without the prior written approval of the Company, should any of the DPMC's Personnel resign, the DPMC shall find a suitable



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replacement within fourteen (14) days from the date of resignation of such Personnel and intimate the Company in respect thereto;

- 3.2.6 If the Company is not satisfied with the performance of project manager or any supervisor, the DPMC should replace them within 2 weeks with a 1 week overlap of such notification by the Company without questioning the discretion of the Company. In case of corruption or fraud, the DPMC shall remove them with immediate effect. Should the DPMC team fail in replacing the such staff, charges for the same will not be paid and the Company will be entitled to impose a penalty of 5 % of the Total Fees of DPMC for the Services performed for the Project;
- 3.2.7 the DPMC shall deploy manpower as agreed and set out in **Schedule 5 (“Manpower Deployment Schedule”)**, provide the Company with the particulars (including the name, address, nationality, passport number, work permit number, contact number and relevant experience) of each person comprising the DPMC's Personnel for the time being and such other information and with such detail as the Company may from time to time require. The Manpower Deployment Schedule set out above shall be indicative and the Parties may mutually agree to update the Manpower Deployment Schedule from time to time as per Project requirement;
- 3.2.8 the DPMC shall outline the number of holidays and leaves, so that if any DPMC resource is absent/not reporting to work for more than the agreed leaves/holidays and therefore minimum manpower requirements at Site are not met, the DPMC shall provide replacement to that resource. The DPMC also needs to stagger the weekly-offs of the DPMC resources so that the DPMC staff is available at the Project Site on Sundays and other holidays to monitor the works carried by various contractors;
- 3.2.9 the DPMC shall be responsible for the payment of all salaries, employment benefits, etc. with respect to all persons who are engaged by it for the performance of any obligations under the Agreement and such person shall not be entitled to any salary benefit or any other claim whatsoever from or against the Company; and,
- 3.2.10 Laptops, mobile phones, internet/data and/or any IT related support required for efficient performance of DPMC resources shall be provided by the DPMC themselves without any reimbursement/claim from the Company during the entire phase of the Project. Further, all representatives working on the assignment will always be available on phone calls and emails as per requirement. Similarly, office space shall not be provided by the Company to DPMC resources during pre-construction (design, tendering and negotiations till contractor mobilisation). Site office with tables, chairs, electricity, water shall be provided during the execution phase once the contractor completes his mobilisation and makes arrangements for the same. Further expenses for DPMC resources or liaising team for traveling to Sites, government offices, consultant offices etc. related to the Project shall be taken care by DPMC without any reimbursement/claim from the Company during the entire phase of the Project.



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## 4. OTHER CONSULTANTS

- 4.1 The Company may appoint any other consultant/s to assist in the liasoning activities.
- 4.2 All work undertaken by such other consultants appointed by the DPMC shall be fully coordinated and paid for by the DPMC.

The Company may engage a suitably qualified person / third party agency to review/validate the scope of carried out by the DPMC. When requested, the DPMC must provide in a timely manner, all relevant information relating to the project including any queries in respect thereof to such third party agency and resolve the issues, if any, in respect of such designs and Drawings. All designs should be finalized only after suitable confirmation from the Company.

## 5. PERFORMANCE SECURITY AND LIQUIDATED DAMAGES

### 5.1 Performance Security:

- 5.1.1 Simultaneous with the execution of this Agreement, and for the due performance of the Tender Documents, the DPMC shall furnish to the Company an irrevocable and unconditional performance security in the form of a bank guarantee, as per form set out in RFP, from a nationalized bank for an amount equivalent to **[10]** % of the Total Fee (the “**Performance Security**”). The Performance Security shall be valid until six months beyond the expiry of the Defect Liability Period (“**Performance Security Period**”). The obtaining of such guarantee (and the cost of guarantee), shall be borne and paid by the DPMC.
- 5.1.2 The DPMC shall submit to the Company, the Performance Security on first demand from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank.
- 5.1.3 In case the Performance Security submitted is due to expire prior to the expiry of the Performance Security Period, then at least 60 days prior to the expiry of the existing Performance Security bank guarantee, the DPMC shall furnish to the Company a replacement bank guarantee in lieu of the expiring bank guarantee for the remainder of the term of the Performance Security Period and failing such renewal, the Company shall be entitled to invoke the full value of the bank guarantee prior to its expiry whether or not there are any performance issues.
- 5.1.4 The Company shall not be required to pay any interest on the Performance Security. In any event, nothing herein shall be construed as in any way limiting the Company’s right of recovery against the DPMC to the amount of the Performance Security.
- 5.1.5 The Company may, but shall not be obliged to, invoke the banker's guarantee towards the Performance Security and recover therefrom in respect of any sum due and

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payable to the Company from the DPMC, including any indemnification payments and any other claims without prejudice to any other right or remedy which may be available to the Company whether under this Agreement or at Law.

- 5.1.6 The Company shall be entitled to make a demand under the banker's guarantee towards the Performance Security for such amount as the Company may deem appropriate at any time after the DPMC neglects or fails in any way to observe, carry out, fulfil or discharge any of its obligations under this Agreement or any representation or warranty by the DPMC under this Agreement is or becomes untrue or incorrect or is breached in any respect and for any indemnification payments. The Company shall be entitled to make a demand under the banker's guarantee for such amount as the Company may deem appropriate and to retain any and all amounts paid by the issuing bank under the banker's guarantee until the DPMC shall have discharged and performed all its obligations under this Agreement, and to utilise such amounts at any time to settle any sum due from the DPMC to the Company in connection with this Agreement.
- 5.1.7 Any demand made by the Company under the banker's guarantee and any payment received by the Company thereunder shall not preclude, affect or restrict the exercise of any rights by the Company under this Agreement or any legal remedy or relief to which the Company is entitled arising from any breach of the DPMC or any matter or event in respect of or pursuant to which the demand is made and any sum received by the Company as payment under the banker's guarantee shall be applied by the Company towards any sum due or payable by the DPMC to the Company (whether as damages or otherwise).
- 5.2 Extension of Performance Security
- 5.2.1 The DPMC may initially provide the Performance Security for a period of 2 (two) years; provided that it shall procure the extension of the validity of the Performance Security, as necessary, at least 2 (two) months prior to the date of expiry thereof. Upon the DPMC providing an extended Performance Security, the previous Performance Security shall be deemed to be released and the Company shall return the same to the Company within a period of 15 (fifteen) business days from the date of submission of the extended Performance Security. Failure to extend the Performance Security bank guarantee at least 2 (two) months prior to the date of expiry thereof shall entitle the Company to invoke the Performance Security in full.
- 5.3 Appropriation of Performance Security
- 5.3.1 Upon occurrence of a default by the DPMC, the Company shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Security.

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- 5.3.2 Upon such encashment and appropriation from the Performance Security, the DPMC shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original level the Performance Security, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, and the DPMC shall, immediately and in any case within three days replenish or furnish fresh Performance Security as aforesaid.

## 5.4 Release of Performance Security

The Company shall return the Performance Security to the DPMC within 2 months of the expiry of the Defects Liability Period if no outstanding defects are pending rectification and if any defects are pending rectification than after all such defects are remedied. Notwithstanding the aforesaid, the Parties agree that the Company shall not be obliged to release the Performance Security until all defects identified during the Defects Liability Period have been rectified.

## 5.5 Liquidated Damages

### 5.5.1 Liquidated Damages for delay

In case of delay in completion of milestones as specified in the Agreed Project Schedule for Project Management and in case any extension is granted than as per the extended time for completion applicable to such milestone, the DPMC shall be liable to pay the liquidated damages of an amount equal to 0.5% of the project management scope Fees per week of delay as applicable project management scope whichever performance is delayed. The maximum amount to be payable towards liquidated damages for the duration of the Project shall be capped at 10% of the Total Fees.

**“Agreed Project Schedule for Project Management”** shall mean the project schedule as set out in Schedule 6

### 5.5.2 Extension of time for completion:

If the DPMC believes that delay in completion of milestones has occurred due to (i) Force Majeure; or (ii) non-receipt of applicable approvals; (iii) due to delay in decision making by the Company, the DPMC shall apply to the Company for extension of time for completion of the milestone together with all supporting documents and evidence. The application for extension of time shall be made within 5 days of event giving rise to delay or potential delays arise. The Company may provide extension of time for completion of the milestone, if the Company deems it reasonable after consideration of all relevant factors. Any such extension of time shall be valid and binding on the Company only upon the Company confirming the same in writing.

- 5.5.3 The DPMC agrees to promptly pay to the Company the afore-stated liquidated damages on demand without going into for any proof of the actual loss or damage

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caused by such delay. If the DPMC fails to pay the aforesaid amount towards liquidated damages, the Company shall be entitled to deduct/recover the aforementioned amount(s)/sum(s) from any/all moneys due or which may become due to the DPMC on any account whatsoever or appropriated from the Performance Security.

- 5.5.4 The aforementioned rights of the Company to claim liquidated damages shall be without prejudice to and in addition to its other rights under this Agreement or under the provisions of Law.
- 5.5.5 The Parties agree that it would be impractical and extremely difficult to ascertain the actual damages suffered by the Company as a result of delay stipulated herein and under the circumstances existing on the date of this Agreement, the liquidated damages provided for in this clause represents a reasonable estimate of the damages that the Company would incur as a result of such delay.
- 5.5.6 The DPMC agrees to promptly pay to the Company the afore-stated liquidated damages on demand without going into for any proof of the actual loss or damage caused by such delay. If the DPMC fails to pay the aforesaid amount towards liquidated damages, the Company shall be entitled to deduct/recover the aforementioned amount(s)/sum(s) from any/all moneys due or which may become due to the DPMC on any account whatsoever or appropriated from the Performance Security.
- 5.6 This clause shall survive the termination of this Agreement.
- 5.7 The form for the Performance Security shall be as set out in Schedule 7.

## 6. DPMC'S FEES

- 6.1 The fees for all the Services performed by the DPMC along with the payment schedule for said Fees has been set out in Schedule 3 ("**Fees**"). "**Total Fees**" means cumulative total of all Fees payable by the Company to the DPMC for all areas of scope of work awarded to DPMC. In consideration of the DPMC's provision of the Services to the Company, the Company agrees to pay the DPMC the Fees in accordance with the schedule of Fees mentioned in Schedule 3.
- 6.2 Any fees payable to a statutory authority for seeking Project Approvals for the Project shall be paid by the Company upon request by the DPMC. All other expenses except for fees paid to the statutory authority shall be borne by the DPMC and shall not be recoverable from the Company. Such non-recoverable expenses include but shall not be limited to any fees paid to any other vendor or sub-contractor appointed by the DPMC for performance of any services for seeking any Project Approvals, and any travel, printing, notarisation, or other administrative expenses incurred by the DPMC

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for preparation, submission and follow-up of the applications for seeking the Project Approvals.

- 6.3 All payments shall be made in Indian Rupees.
- 6.4 The DPMC shall be entitled to submit its payment invoices only upon the successful completion or conclusion of the stages referred to in Schedule 3 subject to the satisfaction of the Company which shall be communicated by the Company (whether satisfaction or dissatisfaction thereof) within 21 days of receipt of notice from DPMC regarding completion or conclusion of stage. No payment shall be due for the next stage till the DPMC completes to the satisfaction of the Company the work pertaining to the preceding stage. ("Non-Conforming Services" as more particularly detailed below under Clause 11) and the Company cannot be held liable in respect of non-payment when invoice has been issued even if Company has not communicated its satisfaction as abovementioned.
- 6.5 Each payment invoice submitted by the DPMC shall:
- 6.5.1 show in detail the amounts to which the DPMC considers himself to be entitled; and
- 6.5.2 be accompanied by all supporting documentation and information to substantiate the amounts claimed.
- 6.6 If the Company does not dispute the amount claimed by the DPMC under a payment invoice, the Company shall within 45 days of the DPMC's submission of its payment invoice, pay the DPMC all sums properly due under such payment invoice.
- 6.7 If the Company disputes the amount claimed by the DPMC under an invoice, the Company shall within 30 days of the DPMC's submission of such invoice respond in writing to the DPMC which response shall:
- 6.7.1 state the amount that the Company proposes to pay (the "**Response Amount**"); and
- 6.7.2 include all supporting reasons if payment is withheld or if the amount which the Company proposes to pay is less than the amount claimed in the DPMC's invoice, in which event the DPMC shall, following the issuance of the Company's response, deliver to the Company a revised payment invoice for the Response Amount, after which the Company, upon its satisfaction, shall within 30 days of the receipt of such revised invoice pay the DPMC the Response Amount. The decision of the Company about the amount payable shall be final and binding on the DPMC.
- 6.8 If the DPMC submits a payment invoice before the time stipulated in this Agreement and/or before completion of any milestones set out Schedule 3 for the submission of that payment invoice, such early submission shall not require the Company to make payment earlier or issue its response in respect of that payment invoice earlier than

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would have been the case had the DPMC submitted its payment invoice in accordance with this Agreement and Schedule 3.

- 6.9 The Fees shall be inclusive of all taxes and duties (except Goods and Service Tax). The Goods and Service Tax as applicable on implementation of works shall be charged to project cost. Income Tax, and any other statutory taxes to be deducted at source, if any, will be deducted by the Company in accordance with the Income Tax Act and any other acts in force and in accordance with instructions issued by the authorities on this behalf, from time to time.
- 6.10 In case any new indirect tax is introduced by the Indian Government by a new legislation, the same will be extra and will be allowed to be charged by the Company on production of proof of payment. However, before payment of such taxes the DPMC shall obtain prior approval of the Company. Save for new indirect taxes so permitted to be charged by the Company, any tax or levy that comes into force subsequent to the date of issue of RFP shall be paid by the DPMC and the Company shall not be responsible for the same.
- 6.11 The DPMC shall comply with all the formalities under the applicable law to ensure that the Company obtains credit for the GST that is paid by the Company to the DPMC.
- 6.12 The Company shall pay to the DPMC all amounts due under this Agreement net of any withholding tax (if applicable) or tax deduction at source as applicable, and shall be permitted and entitled, if required in compliance with laws or regulations, to withhold or deduct from or set off from the amounts due and payable to the DPMC under the Tender Documents against any payment or sum due to the Company and/or Affiliates such taxes, withholdings and/or deductions (whether be as damages or otherwise).
- 6.13 Save as otherwise expressly provided in this Agreement, the DPMC shall not be entitled to any fee, remuneration, payment, reimbursement, indemnity or compensation from the Company in connection with the performance and discharge by the DPMC of its obligations under this Agreement.
- 6.14 The Company shall be entitled to deduct from or set-off any amount due and payable to the DPMC from the Company against any payment or sum due and payable to the Company and/or any of its Affiliates from the DPMC, whether under this Agreement or otherwise and whether as damages or otherwise.
- 6.15 The final payment shall be made only after the deliverable for each stage shall have been submitted by the DPMC and approved as satisfactory by the Company. Before making final payment/close of accounts to the DPMC, the DPMC shall submit a declaration on their letter head stating that the DPMC has settled and paid all the dues to their service providers/contractors, third party etc. appointed for works related to the Company and that the Company shall not be liable to settle any claims from third party appointed by the DPMC.

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- 6.16 Any amount which the Company has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the DPMC to the Company within 15(fifteen) days after receipt by the DPMC of notice thereof.
- 6.17 All payments under this Agreement shall be made to the bank account of the DPMC as may be notified in writing to the Company by the DPMC.
- 6.18 The DPMC shall keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and standards such as Indian Accounting Standards, GAAP, etc.

## **7. ADDITIONAL SERVICES**

- 8.1 If the Company requires any other services which may become necessary or desirable the Company may request DPMC to provide such services (hereinafter referred to as “Additional Services”) on mutually agreed consideration, and all terms and conditions governing the provision of the Services under this Agreement shall similarly apply to the provision of the Additional Services mutatis mutandis.
- 8.2 It is hereby clarified that if the Company engages a third party contractor to perform the Additional Services, co-ordination of performance of such Additional Services, monitoring and implementation shall be nevertheless be covered in the scope of the Services and no additional fee or compensation shall be payable for the same to the DPMC.

## **8. VARIATION AND CHANGE ORDER**

The Company may in its sole and exclusive discretion vary the Project and accordingly request a variation in the scope of the Services as may be necessary. The Parties shall in good faith negotiate a fair change to the Fees and other relevant provisions of this Agreement to reflect the variation. Any such variation shall be recorded in writing and duly executed to be binding on the Parties.

## **9. SUB-CONSULTANTS**

- 9.1 The DPMC, with the prior written permission of the Company, may appoint any sub-consultant/s to assist the DPMC in the design and Drawings required to be produced in terms of this Agreement.
- 9.2 All such sub-consultants will be under the direct control and supervision of the DPMC at all times and the DPMC will accept full responsibility for all matters entrusted to such sub-consultants. Any services rendered by such sub-consultants shall not be paid separately by the Company and any remuneration payable to such sub-consultants



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shall form part of the Fee payable to the DPMC.

- 9.3 All design work undertaken by such sub-consultants shall be fully controlled and coordinated by the DPMC who shall be responsible for such design and its integration with all aspects of the works. The DPMC shall represent himself at all meetings/discussions with the sub-contractors. The DPMC shall fully indemnify the Company for all defects or deficiency in work or services performed by any such sub-consultants.
- 9.4 All sub-consultant personnel shall have been vaccinated for Covid-19 and the DPMC shall keep their vaccinations updated.
- 9.5 The DPMC shall ensure that sub-consultant personnel having Covid – 19 symptoms follows isolation protocols as per the government guidelines and does not present itself on Site or otherwise interact with the Company officials

## 10. REMEDIES FOR DEFECTS & NON-CONFORMING SERVICES

- 10.1 If the Company is of the opinion that any of the Services required to be performed by the DPMC under the stage is or are not performed, or performed incompletely or otherwise than in accordance with this Agreement (“**Non-Conforming Services**”), the Company shall not be required to pay the DPMC the Fees for that relevant stage and:
- 10.1.1 the Company may, at its sole discretion, and in addition to any other rights of the Company under the Tender Documents or at Law or in equity:
- 10.1.1.1 by written notice to the DPMC, require the DPMC to re-execute, rectify or remedy the Non-Conforming Services to the satisfaction of the Company at the DPMC’s own cost and expense within 7 days of the DPMC’s receipt of the said written notice; and/or
- 10.1.1.2 take such action and make such arrangements as it otherwise thinks appropriate to rectify or remedy the failure, including engaging any other person(s) at DPMC’s liability, costs, expenses and responsibility to provide and complete those Non-Conforming Services by such means and in such manner as the Company may consider appropriate in the circumstances provided further that the Company shall be entitled to source for alternative service providers and the DPMC shall bear liability, costs, expenses and responsibility ;
- 10.1.2 the DPMC shall pay the Company on demand the total of the amount by which the total of the costs and expenses incurred by the Company as a consequence exceeds the Total Fees which would otherwise have been payable by the Company to the DPMC for the performance of the Services which are Non-Conforming Services.
- 10.2 In addition to the foregoing, the Company shall be entitled in its sole discretion to



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require the DPMC to refund to the Company any Fees that may have been paid in advance by the Company to the DPMC for any Services contemplated to be provided by the DPMC for the remaining term of this Agreement.

- 10.3 The DPMC shall refund to the Company any fees for Services not done or for Services concluded but not accepted by the Company.
- 10.4 Any amounts payable by the DPMC to the Company pursuant to this Agreement, shall be recoverable as a debt due from the DPMC to the Company, and at the Company's election be deducted from and set-off against any amount due from the Company to the DPMC or through invocation of Performance Security.
- 10.5 Upon the Company communicating its satisfaction (to the extent applicable to the DPMC) that the Non-Conforming Services have achieved conformity, the DPMC may issue a fresh payment invoice without recording additional cost in respect of Non-Conforming Services as provided under Clause 11 above and the consequences as more detailed under Clause 11 shall automatically follow.
- 10.6 The duties, liabilities and obligations of the DPMC under this Agreement shall not be deemed waived, released or relieved by the Company's inspection of, review of, approval or acceptance of, or payments to the DPMC for the Services, or any part thereof.

## 11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 The Company shall at all times own all Intellectual Property Rights which belonged to it prior to the date of this Agreement ("**Pre-Existing IP**") and all Intellectual Property Rights which it develops during the course of this Agreement, including without limitation any enhancements, modifications or adaptations made to such Pre-Existing IP.
- 11.2 All Intellectual Property Rights in respect of materials produced or developed, by the DPMC whether jointly with the Company or otherwise solely by the DPMC, in the performance or in relation to the Services, shall vest in and be the sole and exclusive property of the Company, who shall have the absolute right to assign the Intellectual Property Rights to any Third Party.
- 11.3 Any materials, of which the ownership or the Intellectual Property Rights do not vest with the Company under Law, shall automatically stand assigned to the Company as and when such materials are created and the DPMC agrees to execute all papers and to perform such other acts as the Company may deem necessary to secure its rights herein assigned by the DPMC. The DPMC shall use such materials solely in connection with work relating to the Services to be performed by the DPMC under this Agreement and shall not disclose, modify, divulge, release or sell to any other persons or

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otherwise deal with the same without the Company's or its assignee's prior consent in writing.

## **11.4 Materials furnished by the Company**

Materials made available to the DPMC by the Company, shall be the property of the Company. Upon termination or expiration of this Agreement, the DPMC shall furnish forthwith to the Company, an inventory of such materials and shall dispose off such materials in accordance with the instructions of the Company.

The DPMC represents, warrants and undertakes to the Company that any and all materials or documents supplied by the DPMC in relation to the Services shall not infringe any Intellectual Property Rights of whatever nature of any Third Party.

11.5 Notwithstanding the above, the DPMC shall fully and effectively indemnify the Company against all Intellectual Property Rights infringement claims or related losses, damages, expenses (including all legal expenses), awards, penalties or injuries including any other costs, charges and expenses in respect thereof and in case of act, omission, negligence, breach or default attributable to the DPMC or DPMC's Personnel resulting in contravention of this Clause 12 to the extent, the Company's Intellectual Property Rights are affected or infringement claims come to be filed against the Company or related losses, damages, expenses (including all legal expenses) awards, penalties or injuries including any other costs, charges and expenses) in respect thereof. It is clarified that there shall be no limitation of liability in respect thereof.

11.6 For avoidance of doubt, the DPMC shall not use the name or logo of the Company without its prior written consent and always subject himself to any conditions that may be attached to such consent.

11.7 This clause shall survive the termination of this Agreement.

## **12. INSPECTION, REPORTS AND INFORMATION, AUDIT AND QUALITY CONTROL AND SUPERVISION**

### **12.1 Inspection**

The Company shall at all reasonable times have unrestricted access to the offices and such other places of the DPMC where the Services are being provided and performed and to all DPMC's Personnel. The DPMC shall ensure that the Company, and officials of the Company having authorisation from the Company, are provided unrestricted access to the office of the DPMC and to all DPMC's Personnel during office hours. The Company's official, who has been authorised by the Company in this behalf shall have the right to inspect the Services in progress, interact with DPMC's Personnel and verify the records relating to the Services for his satisfaction.

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## 12.2 Reports and Information

The DPMC shall promptly and submit on timely basis all reports required to be submitted pursuant to the scope of works set out in Schedule 2 and any other reports required by the Company without any additional costs to the Company. In case any accidents or other events occur at the Site which affect or interrupt the performance of the Services or the progress of the works for the Project, the DPMC shall immediately inform the Company SPOC. The Company shall be entitled to seek any information that the Company requires about the DPMC, its Personnel as the Company may require and the DPMC shall promptly provide such information upon request by the Company.

## 12.3 Audits

The Company shall be entitled to audit the systems and records of the DPMC, as IT Client may deem fit to ascertain the compliance by the DPMC of the terms and conditions of this Agreement, and or to enforce the rights of the Company under this Agreement and/or any other Tender Documents and or for any other legitimate and reasonable purpose.

## 13.4 Quality Control and Supervisions

Without prejudice to any quality control obligations and responsibilities of the DPMC, the Company may appoint any third-party consultants for quality monitoring and quantity surveying. Such third-party consultant shall serve as an independent party to check and ensure that all construction materials, methods, standards, etc. are compliant to the agreed upon standards and any decisions made by such third-party consultant shall be binding on the DPMC. Appointment of such third party shall not in any manner dilute any responsibilities and obligations of the DPMC to ensure implementation of all quality control measures and to ensure that all construction materials, methods, standards, etc. are compliant to the agreed upon standards.

## 13. INDEMNITY AND LIABILITY

- 13.1 The DPMC shall indemnify the Company, its Affiliates and each of their officers, directors, shareholders, agents and representatives (each hereinafter referred to as the **“Indemnified Party(ies)”**) against all claims, liabilities, expenses, costs, loss or damage of whatever nature (including legal costs on a full indemnity basis), awards, penalties or injuries brought against, suffered or incurred by the Indemnified Party arising out of or in connection with the Tender Documents, and or the DPMC’s performance or purported performance of or failure to perform the Services, including without prejudice to the generality of the foregoing:

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- 13.1.1 any default, non-fulfilment, breach or non-compliance of any covenants, commitment, undertakings and or any term of this Agreement or any other Tender Documents by the DPMC;
- 13.1.2 any breach or inaccuracy of any representations and warranties of the DPMC contained in this Agreement or any other Tender Documents;
- 13.1.3 any death of and injury to any person and loss of or damage to any property;
- 13.1.4 any defects in design of the Project;
- 13.1.5 any failure to ensure the compliance of any NIA Guidelines;
- 13.1.6 any deficiency in performance of the Services;
- 13.1.7 any failure to strictly implement safety rules, EHS plans and any other guidelines or practices concerning safety;
- 13.1.8 breach of any applicable laws, guidelines, rules, regulations;
- 13.1.9 any improper handling of wastes or debris,
- 13.1.10 any non-compliances by any sub-contractors or sub-consultants resulting in any liability or claims to the Company;
- 13.1.11 any statement, act, omission, fraud, misconduct, negligence or default whatsoever of the DPMC or the DPMC's Personnel (which the DPMC agrees it shall be fully and solely liable and responsible for); and
- 13.1.12 any enforcement or attempted enforcement by the Company of its rights or remedies against the DPMC.
- 13.2 The indemnification liability of the DPMC shall be without any limitation on amount.
- 13.3 The Company shall have no responsibility (whether to the DPMC or otherwise) in respect of any indirect, consequential, special or punitive losses, any loss of anticipated revenue, profit, use, anticipated savings, goodwill, reputation, or business contracts, or any other form of pure economic loss suffered by the DPMC as a result of, or in connection with, any claims brought against the DPMC by any Third Party, howsoever arising (whether in contract, tort or otherwise) and even if the Company had been advised of the possibility or likelihood of the same.
- 13.4 The Company shall no liability to the DPMC save and except for payment of the Fees which shall be duly and payable only in accordance the schedule of payment set out in Schedule 3 and only upon completion to the satisfaction of the Company of the

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applicable milestones and/conditions for payments set out therein and elsewhere in the Tender Documents.

- 13.5 The indemnification rights are independent of, and in addition to, such other rights and remedies that the Indemnified Party may have to seek any equitable remedy or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.
- 13.6 In the event, any deductions or withholdings for purposes of income tax are required by Law to be made from any sum payable pursuant to this Clause 14 then the DPMC shall be obliged to pay to the Indemnified Party such additional amount as will, after such deduction or withholding has been made, leave the Indemnified Party with the same amount as it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding.
- 13.7 In the event, any sum payable under this Clause 14 is required by Law to be brought into charge to income tax in the hands of the Indemnified Party, then the DPMC shall pay such additional amount as shall be required to ensure that the total amount paid, less the income tax chargeable on such amount (or which would be chargeable but for the use or set-off of any income tax relief of the Indemnified Party), is equal to the amount that would be payable if the sum payable by the DPMC were not required by Law to be brought into charge to income tax in the hands of the Indemnified Party.
- 13.8 If any indemnification payment under this Clause 14 is subject to payment of goods and services tax, the Indemnified Party shall be entitled to charge the DPMC for the same.
- 13.9 This clause shall survive the termination of this Agreement.

## **14. INSURANCE**

- 14.1 DPMC shall, during construction and till completion of the Project, maintain, at their own expense, the below mentioned insurance coverages, insuring the DPMC, their employees, agents, and any Indemnities as required herein, which insurance shall be placed with insurance companies licensed to do business in the state(s) in which the Project is to be performed, and which are approved by Company and shall incorporate a provision requiring the giving of written notice to the Company at least thirty (30) days prior to the cancellation or non-renewal of any such policy.
- 14.2 DPMC shall ensure that the Construction Contractor engaged for the construction works shall have obtained a construction all risk insurance (also called contractors all risk policy) for covering risks including perils of fire and allied perils, Act of God perils, theft, burglary, terrorism, for any assets, stocks, material, which may arise during construction such as physical loss or damage that may happen to the property, plant and machinery, temporary work erected on-site along with the third-party liability related

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to the work done on the Site, works brought to the construction Site for the purpose of the contract along with temporary work erected or constructed on-site.

- 14.3 Comprehensive or Commercial General Liability insurance (including broad-form, completed operations, contractual liability, explosion, collapse, and underground hazards) in the amount, including umbrellas, of at least \_\_\_\_\_ (amount to be stated)<sup>1</sup> and legal liability arising out of injury, advertising injury, bodily injury, and property damage, death of personnel who may enter the Site. It shall maintain comprehensive insurance for equipment and fixtures against all risks including but not limited to fires, natural calamities, explosions, terrorism, theft, burglary, during the construction and also procure work/display related accidents for work force deployed participants and visitors.
- 14.4 The DPMC shall name the Company as an additional insured with respect to their General Liability and Umbrella insurance policies. The General Liability/Umbrella policy shall be primary and the additional insured's policy shall be non-contributory. The policy shall cover the legal liabilities to third parties for goods or property damage or bodily injury on the Site.
- 14.5 Comprehensive Automobile Liability insurance, including hired and non-owned vehicles, in respect of all mechanically propelled vehicles/automobiles used on public roads or highways or in any circumstances such as to be eligible for compulsory motor insurance in accordance with Applicable Law, in the same amounts as under Clause 15.3. Waiver of Subrogation applies to all policies except Workers Compensation.
- 14.6 Workers' Compensation insurance policy as required by law for employees and contract workers/labour engaged to work during the construction phase and till completion of the Project.
- 14.7 Professional Liability (Errors and Omissions) insurance of at least 50% of the Total Fees.
- 14.8 The DPMC shall submit valid certificates, in form and substance satisfactory to the Company, evidencing the effectiveness of the foregoing insurance policies along with original copies of the ambulatory riders to any such policies to the Company for the Company's approval before the DPMC commences the rendition of any services hereunder.
- 14.9 The DPMC agrees to maintain the insurances required during the term hereof, and in the case of "claims-made" policies, for a minimum of 2 years after the completion of term of this Agreement.
- 14.10 The DPMC shall ensure that all the Consultants and Contractors appointed for the Project, during construction and till completion of the Project, will keep in force, all the above mentioned insurance policies to cover its risks and legal liability.

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<sup>1</sup>To be mutually agreed prior to execution

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- 14.11 The Insurance policies supplied by the DPMC or the Consultants and Contractors wherever relevant shall include a waiver of any & all rights of subrogation of the insurers there under against the Company, and their assigns subsidiaries, Affiliates, parent companies, employees, and of any right of such insurers under such policies to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy.
- 14.12 The DPMC further releases, assigns and waives any and all rights of recovery against the Company, and their assigns, subsidiaries, Affiliates, parent companies, employees, insurers and underwriters, which the Company may otherwise have or acquire in or from or in any way connected with any loss covered by the policies of insurance maintained or required to be maintained by the Company pursuant to this Agreement.
- 14.13 The policies and amounts or limits of policy coverage, if so specified, shall not be construed as recommendation or advice by the Company to the DPMC on risk management of the DPMC's risks and obligations.
- 14.14 The DPMC shall comply and shall cause all the occupants of the Site and its or their respective employees, staff and agents to comply with all the terms of the policy or policies of insurance and shall not do or omit to do anything which might render such policy or policies of insurance voidable or entitle insurers to avoid liability thereunder.
- 14.15 Without prejudice to or limiting the DPMC's obligations under this Agreement, the DPMC shall effect and maintain at its sole cost, at all times throughout the duration of Completion of this Project, such insurances as the Company may reasonably require and/or as may otherwise be necessary in accordance with industry and/or best practice standards.
- 14.16 The DPMC shall provide the Company with a certificate issued by the DPMC's insurer evidencing all the insurance coverage set out above prior to the Commencement Date.
- 14.17 The certificate shall state, inter alia, the following:
- 14.17.1 the Company shall be given not less than thirty (30) days' prior written notice of any change restricting or reducing insurance coverage or the cancellation of any insurance coverage; and
- 14.17.2 the insurer unconditionally waives all subrogation rights it may have against the Company.
- 14.18 The DPMC shall, whenever required, produce for the Company's inspection the policy or policies of insurance and the receipts for payment of the current premiums.



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- 14.19 The DPMC shall ensure that any other insurance required under Applicable Law shall be obtained from time to time.

## **15. TERMINATION**

- 15.1 Except for early termination in accordance with the other provisions of this Agreement, the term of this Agreement shall be up to the expiry of the Defect Liability Period provided all defects have been rectified if any identified during the Defect Liability Period and the term of this Agreement shall only complete after all such defects are rectified.
- 15.2 Without prejudice to any other right or remedy the Company may have against the DPMC, the Company may, by notice in writing terminate this Agreement forthwith if any of the following shall occur:
- 15.2.1 the DPMC assigns or sub-contracts the Agreement or any portion thereof without the written permission of the Company;
- 15.2.2 in the Company's opinion, the DPMC is incompetent, commits any act of gross or persistent misconduct and/or neglects or omits to perform the Services or any of its duties or obligations under this Agreement;
- 15.2.3 the DPMC fails or refuses after written warning from the Company to carry out the Services or the duties reasonably and properly required of the DPMC under this Agreement;
- 15.2.4 the DPMC submits to the Company a statement which has a material effect on the rights, obligations or interests of the Company and which the DPMC knows to be false;
- 15.2.5 any document, information, data or statement submitted by the DPMC in its Proposals, based on which the DPMC was considered eligible or successful, is found to be false, incorrect or misleading;
- 15.2.6 the DPMC provides the Company with any false or misleading information with regard to the DPMC's ability to perform the Services or provides incorrect or false undertakings, representations, warranties, covenants or commits a breach in respect thereof; and/or
- 15.2.7 the DPMC does or intends to do, anything which brings or might reasonably be expected to bring the Company into disrepute or otherwise damage other contractors, employees, Affiliates, agents, customers, other business associates or the general public (including, but not limited to, committing an act of fraud or dishonesty whether or not connected with the provision of the Services);



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- 15.2.8 the DPMC fails to comply with any final decision reached as a result of arbitration proceedings; and/or
- 15.2.9 if the DPMC commits a material breach of any of the terms of the Tender Documents that is capable of remedy but is not remedied within 7 days of receipt of a written notice from the Company identifying the breach and requiring its remedy;
- 15.2.10 upon the insolvency, winding up or presentation of a bankruptcy application or any other insolvency application against the DPMC, or a court of competent jurisdiction makes an order, or a resolution is passed for the winding up, dissolution or judicial management or administration of the DPMC otherwise than in the course of a reorganisation, merger, amalgamation or restructuring;
- 15.2.11 if any attachment, sequestration, distress, execution or other legal process is levied, enforced or instituted against the assets of the DPMC, or a liquidator, judicial manager, receiver, administrator, trustee-in-bankruptcy, custodian or other similar officer has been appointed (or a petition for the appointment of such officer has been presented) in respect of any assets of the DPMC;
- 15.2.12 if the DPMC convenes a meeting of its creditors or makes or proposes any arrangement or composition with, or any assignment for the benefit of, its creditors;
- 15.2.13 if DPMC ceases, or threatens to cease, to carry on business or becomes insolvent or admits in writing its inability to pay its debts when due;
- 15.2.14 if DPMC offers, gives or agrees to give, or has offered, given or agreed to give, to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do, any action in relation to the obtaining or execution of this Agreement;
- 15.2.15 if DPMC shows or forbears to show favour to any person in relation to any agreement with the Company, or if similar acts shall have been done by any person employed by DPMC or acting on its behalf (whether with or without the knowledge of DPMC); and/or
- 15.2.16 if, in relation to any agreement with the Company, DPMC or any person employed by it or acting on its behalf commits any criminal offence under the Indian Penal Code or the Prevention of Corruption Act, or abets or attempts to commit such an offence, or gives any fee or reward the receipt of which is an offence under the Indian Penal Code or the Prevention of Corruption Act.
- 15.3 Termination for Convenience. Notwithstanding any other provision in this Agreement, the Company shall be entitled to terminate this Agreement without cause and without any liability whatsoever to the DPMC at any time by providing the DPMC with a 30 day prior written notice. Upon such termination for convenience the only liability of the

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Company to the DPMC shall be payment of fees for the Services already performed prior to such termination becoming effective and DPMC shall have no entitlement for any damages or compensation.

- 15.4 On the termination of this Agreement, the DPMC shall forthwith, unless otherwise expressly directed in writing by the Company:
  - 15.4.1 take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum;
  - 15.4.2 remove its property that has not been retained by the Company as well as the DPMC's Personnel on the Premises;
  - 15.4.3 hand over all the documents, materials and technical data prepared by and/or received by the DPMC pursuant to and for use under this Agreement. The DPMC shall not be entitled to any further payment in respect of such documents, materials and technical data and undertake all such other actions as prescribed under the Agreement in respect of handling of Intellectual Property; and
  - 15.4.4 render such assistance free of cost for a time period of 180 days after written notice has been received by the DPMC to the incoming DPMC appointed or to be appointed for the completion of Services in place of the DPMC to enable the replacement DPMC to effectively take over the completion of the Services; and
  - 15.4.5 generally, undertake all actions as may be reasonably required by the Company.
- 15.5 If this Agreement is terminated before the due completion of all the Services, then subject to the DPMC having fulfilled all its obligations under the terms of this Agreement (to the extent that they may be fulfilled), the Company shall pay the DPMC, on a *quantum meruit* basis, for all work done in relation to the Services up to the date of such termination as closely as possible in accordance with the terms set out in Schedule 3 after deduction of any monies payable by the DPMC to the Company pursuant to any term under this Agreement or any other Tender Document.
- 15.6 In case of termination of this Agreement by the Company prior to the term of this Agreement for any reasons set out in Clause 16.2 hereinabove, the Company may appoint a third party contractor to perform the balance Services and recover any excess costs incurred by the Company from the DPMC.
- 15.7 Nothing in this Agreement shall prejudice the rights and obligations of the Company which have been accrued prior to the expiry or termination of this Agreement or preclude the Company from claiming against the DPMC in respect of any loss or damage or other monies arising from or in connection with any damage, indemnity or

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liability provisions under this Agreement occurring prior to or on the expiry or termination of this Agreement.

- 15.8 The right of termination conferred by this Clause 16 is in addition to and not in derogation of any other right of termination conferred under any other provision of this Agreement.

## **16. ASSIGNMENT**

- 16.1 The DPMC shall not assign, novate, delegate or transfer any of its rights or benefits and/or obligations under the terms of this Agreement to any Third Party without the prior written consent of the Company.

- 16.2 The Company shall be entitled to:

- 16.2.1 assign or transfer any of its rights, benefits and obligations under the terms of this Agreement to any of its Affiliates; and

- 16.2.2 novate its duties and obligations under the terms of this Agreement to any of its Affiliates.

The DPMC hereby consents to (a) and (b) above. Upon the Company exercising (a) and (b) as abovementioned, this Agreement shall continue to be validly binding between the Affiliate of the Company and the DPMC, as if such Affiliate was the original party to this Agreement. The DPMC undertakes to execute any further document and deed as may be necessary to perfect such assignment by the Company. Once the Company has assigned this Agreement, the Company shall not have any rights, liabilities and obligations under this Agreement save and except those arising prior to the effective date of assignment.

- 16.3 Further, notwithstanding any consent given by the Company for any assignment, novation, delegation or transfer of DPMC's rights or benefits and/or obligations under the terms of this Agreement, the DPMC shall remain solely responsible to the Company for observing and complying with and the due performance of all the duties, obligations, undertakings, representations, warranties and covenants of the DPMC set out in this Agreement.

## **17. NON-EXCLUSIVITY & NON-SOLICITATION**

- 17.1 The DPMC acknowledges and agrees that it may not be the exclusive provider of the services similar to Services provided to the Company and the Company may procure services similar to the Services from or otherwise conduct business with other parties who may be in competition, whether directly or indirectly, with the DPMC.

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- 17.2 For the duration of this Agreement and for an additional term of 2 years following the expiry or earlier termination of this Agreement, the DPMC agrees not to induce or attempt to induce any person who is an employee of the Company and who is or was involved in the performance of this Agreement to terminate his or her employment with the Company.
- 17.3 This clause shall survive the termination of this Agreement for 2 years as provided in Clause 18.2 above.

## 18. CHANGE OF CONTROL

In the event there is any proposed change in Control of the DPMC, the DPMC shall seek the Company's prior written consent. Any change in Control of the DPMC effected without the consent of the Company shall be regarded as material breach of the Tender Documents and shall trigger termination and indemnification rights under the Tender Documents and all other rights under applicable law and in equity that arise on account of breach.

## 19. PERSONAL DATA

**DPMC shall not disclose any personal data to the Company except when such personal data is collected and disclosed in accordance with applicable law. Any personal data disclosed by the Company to the DPMC as may be necessary for the purposes of this Agreement shall be dealt with, stored, processed and destroyed by the DPMC in compliance with applicable laws including data protection laws.**

## 20. FORCE MAJEURE

- 20.1 For the purpose of this Agreement, the term "**Force Majeure**" shall mean any supervening event beyond any Party's control, the occurrence and the effect of which the affected Party is unable to prevent and avoid notwithstanding the exercise of reasonable foresight, diligence and care on the part of such affected Party, including, without limitation, terrorist attacks, war, strikes, riots, civil disorder, earthquake, explosion, storm, flood, natural catastrophes, etc.
- 20.2 Neither Party shall be liable to the other Party or be deemed to be in breach of this Agreement by reason of any delay in performing or observing, or any failure to perform or observe, any of its obligations under this Agreement, if the delay or failure was due to a Force Majeure; provided that such affected Party shall immediately give written notice of this to the other Party, specifying the particulars of the Force Majeure, the extent to which the affected Party is unable to discharge or perform its obligations, the reasons for the inability of the affected Party to perform or discharge its obligations, and the estimated period during which the affected Party is unable to

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perform and discharge its obligations, and shall promptly take and continue to take all action within its powers to minimise the duration and effect of the Force Majeure on the affected Party.

- 20.3 In the event any milestone by DPMC are delayed on account of Force Majeure, the DPMC shall immediately on happening of such Force Majeure event provide written notice of the same to the Company and then Company may provide extension of time for completion of such milestones as it deems reasonable.
- 20.4 If the Force Majeure continues for more than 15 days, the Company shall (irrespective of whether such affected Party is the Company or the DPMC) have the option to terminate this Agreement by giving one (1) week written notice to DPMC.
- 20.5 Force Majeure shall not include (i) any event which is caused by the act or omission or negligence or default or intentional action of a Party or such Party's personnel (for example, in the case of the DPMC would include the DPMC's Personnel), (ii) any event which a Party exercising diligence could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- 20.6 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- 20.7 DPMC acknowledges and understands that due to Covid – 19, there is a possibility of full or partial lockdowns and curfews. The DPMC hereby agrees and undertakes that DPMC shall:
- (i) continue to perform the Services to the extent permissible during the lockdowns and curfews and to promptly apply for and obtain any passes such as essential services pass, e-pass etc. as may be required for the performance of the Services at its own cost;
  - (ii) DPMC confirms that it has all latest state of the art technology that may be necessary to facilitate the performance of the Services remotely to the extent such Services can be performed remotely in case there are lockdowns and or curfews or any other situations giving rise to necessity for remote performance.
  - (iii) All the DPMC Personnel have been vaccinated for Covid-19 and the DPMC shall keep their vaccinations updated.
  - (iv) The DPMC shall ensure that any of its Personnel having Covid – 19 symptoms follows isolation protocols as per the government guidelines and does not present itself on Site or otherwise interact with the Company officials.

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## **21. SUSPENSION OF SERVICES/ PROJECT**

The Company shall be entitled to suspend the performance of all or any part of the Project or Services if it so deems fit by written notice to the Contractor. In case the Company suspends the performance of all or any part of the Project or Services due to any default or improper performance of any part of the Services by the DPMC, then such suspension shall be at risks and costs of the DPMC and the DPMC shall not be entitled to any extension of time for completion due to such suspension. However, if the Company suspends the performance of the Project or the Services without any default or improper performance on the part of the DPMC, then the DPMC shall be entitled to extension of time an amount equal to the number of days of suspension order issued by the DPMC. Save for the extension of time expressly granted hereunder, the DPMC shall not have any other entitlement or recourse on account of suspension and the Company shall not have any liability towards the DPMC on account of suspension. The DPMC shall post the suspension resume the performance of the suspended Services as and when required by the Company by written notice.

## **21. CONFIDENTIALITY**

- 21.1 The DPMC acknowledges that during the engagement, the DPMC will have access to and become acquainted to Confidential Information (as defined below).

**“Confidential Information”** means all non-public information disclosed by the Company to DPMC in connection with the Project, and all non-public scientific, technical, financial or other business information owned, possessed or used by the Company, or learned of or developed by DPMC pursuant to the Tender Document or in connection with the Project, whether or not identified or labelled “Confidential”, including but not limited to: (a) all Drawings and contents of the Tender Documents and all Drawings, reports, documents and any other work products produced or generated by the DPMC including any rough work and any other work that contains any information shared by the Company, (b) information about the Company’s products, equipment, production processes, customers, partners, and business operations and strategies; (c) inventions, proprietary Rights, scientific data and information; (d) financial information, forecasts, and personnel information; and (e) all information of third parties that DPMC has an obligation to keep confidential.

- 21.2 The DPMC shall use the Confidential Information strictly for the purposes of performance of the Services and its obligations under this Agreement. The DPMC will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as the DPMC protects its own confidential or proprietary information of a similar nature, and with no less than the greater of reasonable care and industry-standard care. The DPMC agrees that it shall disclose Confidential Information of the Company only to those of its employees and Representatives who need to know such information and certifies that such employees and Representatives have previously agreed, either as a condition of employment or in order to obtain the Confidential

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Information, to be bound by terms and conditions substantially similar to those of this Agreement. “Representatives” shall mean, collectively, the directors, officers, and employees, partners, members, financial advisors, accountants, attorneys, permitted contractors, agents, affiliates, authorized representatives and controlling persons of the DPMC. Any disclosure to a third-party Representative of any personally identifiable information of any data subjects will require the prior written approval of the Company. The DPMC will remain liable for all acts, omissions and breaches of this Agreement by its Representatives.

21.3 Return of Confidential Information. Upon expiration or termination of this Agreement, DPMC will (A) promptly return to the Company all copies of the Confidential Information in its possession or control or (B) as requested by the Company, permanently erase or destroy copies of Confidential Information in its possession or control.

21.4 Exclusions

**The DPMC shall be permitted to disclose any Confidential Information which:**

- (a) it can prove by evidence that it has developed it independently prior to the date of disclosure of Confidential Information;**
- (b) it proves that it is or becomes publicly known through no fault, unauthorized act or omission by the DPMC;**
- (c) are known to the DPMC prior to the time of disclosure, as evidenced by its prior written records.**
- (d) to any statutory and regulatory authority if such disclosure is required for performance of its obligations under this Agreement.**

21.5 The provisions of this Clause shall survive upon the termination of this Agreement.

## **22. CONFLICTS OF INTEREST**

22.1 The DPMC shall provide professional, objective and impartial advice and at all times hold the Company's interest paramount and avoid conflicts between contractors and shall always keep the Company in loop while solving such conflicts. Under no circumstances the DPMC shall hide any shortcomings/defects etc. from the Company.

22.2 The DPMC or any group company or any of its directors/ employee shall not be involved in development of the said Project in any other role or capacity save through the DPMC.



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- 22.3 The DPMC warrants that during the continuance of this Agreement, it will not perform any services or do anything which would conflict with its obligations hereunder nor will the DPMC do any act or omit to do any act, which either directly or indirectly might give rise to a conflict of interest.

The DPMC and the DPMC's Personnel shall observe the highest standards of ethics and not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**"). For the purposes of Clause 21.2, the following terms shall have the meaning hereinafter respectively assigned to them:

- 22.3.1 "corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the selection process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Company who is or has been associated in any manner, directly or indirectly with the selection process or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Company, shall be deemed to constitute influencing the actions of a person connected with the selection process); or engaging in any manner whatsoever, whether during the selection process or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Company in relation to any matter concerning the engagement of DPMC;
- 22.3.2 "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the selection process;
- 22.3.3 "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the selection process or the exercise of its rights or performance of its obligations by the Company under this Agreement;
- 22.3.4 "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Company with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the selection process; or (ii) having a conflict of interest; and
- 22.3.5 "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among other applicants with the objective of restricting or manipulating a full and fair competition in the selection process.

## 23. NOTICES



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- 23.1 All notices, requests, consents and other communications made pursuant to this Agreement shall be in writing and signed by or on behalf of the Party issuing them. Such notice shall be served by e-mail, by hand delivery, mail or courier to the address set-forth below. In each case it shall be marked for the attention of the relevant individual set-forth below.
- 23.2 The addresses, email addresses of the Parties for the purpose of this notices clause are as follows:

## Company

Address: [●]

E-mail [●]

For the attention of: [Please insert name of relevant person]

## DPMC

Address: [●]

E-mail [●]

For the attention of: [Please insert name of relevant person]

- 23.3 A Party may change the details set forth above by delivering to the other Party a written notice of the same. The revised notice details shall be valid and binding only upon receipt by the other Party.

## 24. ESCALATION MECHANISM

In case any issues or concerns arise regarding the performance of the Services the Parties shall follow the escalation matrix set out in **Schedule 8** to resolve any issues concerning this Agreement.

## 25. DISPUTE RESOLUTION

- 25.1 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with the Tender Documents or the interpretation thereof.
- 25.2 Any dispute, controversy or disagreement of whatsoever nature however arising under or out of or relating to the Tender Documents, including any question regarding

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its existence, interpretation, validity or termination between the Parties, and so notified in writing by either Party to the other Party (“**Disputed Issues**”) shall, in first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 26.4 herein below.

- 25.3 The Parties agree to use their best efforts for resolving all the Disputed Issues arising under or in respect of the Tender Documents promptly, equitably and in good faith.

## 25.4 Conciliation

In the event of any Disputed Issue exists, either Party may call upon the other Party for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Disputed Issue. If such meeting does not take place within the 10 (ten) day period or the Disputed Issue is not amicably settled within 15 (fifteen) days of the meeting or the Dispute Issue is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days or such longer period as may be mutually agreed by the Parties, either Party may refer the Disputed Issue to arbitration in accordance with the provisions under this Clause.

- 25.5 If the Disputed Issue is not resolved amicably through negotiations then the Disputed Issue shall finally be referred to and finally be resolved by arbitration in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (SIAC) for the time being in force, which rules are deemed to be incorporated by reference in this Clause. The arbitral tribunal shall consist of one arbitrator appointed as per Arbitration Rules of SIAC. The seat of the arbitration shall be Noida. The language of the arbitration shall be English. All proceedings of such arbitration including the award shall be kept confidential by the Parties.

- 25.6 Any decision or award of the arbitral tribunal shall be final and binding upon the Parties to the arbitration proceeding. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found, and that a court ruling upon enforcement of the arbitral award may be entered in any court having jurisdiction thereof.

- 25.7 Each of the Parties shall continue to perform their obligations under this Agreement save and except for any obligations performance of which shall depend upon outcome of decision of the Disputed Issue, pending resolution of the Disputed Issues and the DPMC shall continue to perform the Services pending litigation or arbitration proceedings until the Company directs or instructs otherwise in writing.

- 25.8 This clause shall survive the termination of this Agreement.

## 26. WAIVERS / RIGHTS & REMEDIES

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- 26.1 No waiver by one Party of a breach by the other Party of any covenant obligation or provision of this Agreement contained or implied will operate as a waiver of another or continuing breach by the other party of the same or of any other covenant obligation or provision of this Agreement contained or implied.
- 26.2 No failure or delay by any Party in exercising any right or remedy provided by law under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.
- 26.3 The rights and remedies of any Party under or pursuant to this Agreement are cumulative, may be exercised as often as such Party considers appropriate and are in addition to its rights and remedies under general law.

## **27. ANTI-BRIBERY AND CORRUPTION**

- 27.1 The DPMC undertakes, represents and warrants that:
- 27.1.1 the DPMC, the DPMC's Personnel and any other person responsible for providing and performing the Services is in compliance with all anti-corruption and anti-bribery laws, and will remain in compliance with all such laws during the term of this Agreement; and
- 27.1.2 without prejudice to the generality of the foregoing, each of the DPMC, DPMC's Personnel and any other person responsible for providing and performing the Services has not made, authorized or offered to make payments, gifts or other transfers of value, directly or indirectly, to any government official or private person in order to (i) improperly influence any act, decision or failure to act by that official or person; (ii) improperly induce that official or person to use his influence with a government or business entity to affect any act or decision by such government or entity; or (iii) secure any improper advantage.
- 27.2 The DPMC agrees that should it learn or have reason to know of any payment, gift or other transfer of value, directly or indirectly, to any government official or private person that would violate any anti-corruption or anti-bribery law, it shall immediately disclose such activity to the Company; (or if the Company determines that the DPMC has, directly or indirectly or through an agent, engaged in aforesaid practices before or after entering into of this Agreement)

## **28. ENTIRE AGREEMENT AND AMENDMENTS**

The Agreement together with the other Tender Documents including recitals, schedules, annexures constitutes a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or

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modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties and supersedes all prior oral or written communications, representations or agreements in relation to the subject matter of this Agreement. Unless expressly agreed, no amendment or modification shall constitute a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under or pursuant to this Agreement which have already accrued up to the date of amendment or modification, and the rights and obligations of the Parties under or pursuant to this Agreement shall remain in full force and effect, except and only to the extent that they are so varied.

## **29. SEVERABILITY**

If any provision of the Tender Documents is held to be invalid or unenforceable, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in the Tender Documents but without invalidating any of the remaining provisions of the Tender Documents which shall remain in full force and effect. The Parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid enforceable provision which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.

## **30. STAMP DUTY AND COSTS AND EXPENSES**

Each Party shall bear its own expenses incurred in preparing this Agreement. The DPMC shall bear the stamp duty in connection with the execution of this Agreement.

## **31. COUNTERPARTS**

This Agreement may be signed by the Parties on separate counterparts (including by scanned portable document format" ("pdf") copies by way of e-mail).Each counterpart shall be deemed an original of this Agreement and all of which together constitute one and the same instrument.

## **32. LICENCE**

This Agreement is neither a lease nor an agreement to sell the Site nor it is intended to give possession of the Site to the DPMC under section 53-A of the Transfer of Property Act, 1882. It is agreed and expressly clarified that bare permission and license given to the DPMC hereunder is to enter upon the Site for the performance of the Services.

## **33. GOVERNING LAW**

This Agreement and the relationship between the Parties shall be construed and governed by, and interpreted in accordance with, the laws of Republic of India.

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## 34. LANGUAGE

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

## 35. AUTHORISED REPRESENTATIVES

35.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Company or the DPMC, as the case may be, may be taken or executed by the officials specified in this Clause 34. The SPOC shall have authority to undertake operational actions permitted within the scope of this Agreement for proper performance of the Services and to facilitate Project completion. The Company SPOC shall not have authority to waive any provisions of the Tender Document, execute any amendments to any of the Tender Documents or accept and liability or settle any disputes. Any actions to waive any provisions of the Tender Document, execute any amendments to any of the Tender Documents or accept and liability or settle and disputes shall only be binding on the Company when duly confirmed by the Company and executed appropriately

35.2 The Company may, from time to time, designate one of its officials as the Single Point of Contact (“**SPOC**”). Unless otherwise notified, the Company’s SPOC shall be:

Name:

Tel:

Mobile:

Email:

35.3 The DPMC may, from time to time, designate one of its employees as Single Point of Contact (“**SPOC**”). Unless otherwise notified, the DPMC’s SPOC shall be:

Name:

Tel:

Mobile:

E-mail:

The DPMC shall as far as practicable not change the SPOC unless necessitated due to resignation or termination of employment or other uncontrollable reasons.

## 36. TIME IS OF THE ESSENCE

Time is of the essence in the performance of the DPMC’s obligations under this Agreement.

## 38. SURVIVAL

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All clauses which are expressly provided to survive shall survive termination, any obligations expressed to continue post termination shall survive termination for the period such obligation is expressed to survive such as non-solicitation for two years, and provisions which by nature survive the termination shall continue to survive post termination. Without prejudice to the above, provisions of Clauses 4.1, 11 to14, 16.4 to 16.8, 18, 20, 22, 24, and 26 through this Clause 38 shall survive the termination of this Agreement.

**In witness whereof** this Agreement has been entered into on the date stated at the beginning.

## The Company

SIGNED by [•]

for and on behalf of

[insert name of Company]

in the presence of:



\_\_\_\_\_  
Witness' signature

Name:

Address:

## The Contractor

SIGNED by [•]

for and on behalf of

[•]

in the presence of:



\_\_\_\_\_  
Witness' signature

Name:

Address:

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## SCHEDULE 1 - DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:-

**“Additional Services”** shall have the meaning assigned to it in Clause 8 of this Agreement;

**“Affiliate”** in relation to any person ("the first mentioned person") means any person ("the second mentioned person") which is Controlled (whether directly or indirectly) by or which Controls (whether directly or indirectly) the first mentioned person and includes any other person which is Controlled (whether directly or indirectly) by or which Controls (whether directly or indirectly) the second mentioned person.

**“Control”** in relation to any person means either of the following:

*the power to set or determine the management of the affairs of that person or to select, appoint or determine the composition of a majority of the directors of board of that person; or the ownership of more than fifty per cent. (50%) of the total issued voting shares or stock in that person, and “Controlled” shall be construed accordingly.*

**“Agreement”** means this Agreement and any and all Schedules and Appendices annexed hereto and incorporating all amendments thereto, if any, effected by mutual agreement in writing;

**“NIA Guidelines”** shall mean the NIA guidelines set out in Annexure E and shall include any other guidelines, circulars, regulations or modifications or updates to any guidelines relating to the performance of any work in airport area or otherwise affecting the Project work.

**‘Project Approvals’** means and includes any permit, license, consent, grant, certificate, authorization, decision, direction, determination, instruction or approval obtained or required to be obtained from any regulatory authority for the implementation of the Project and shall without limitation include the approvals expressly identified in Annexure C.

**‘Construction Contract’** means the construction agreement (including as it may be varied or amended from time to time) entered or to be into between Company and any contractor for the construction of the Project works.

**“Commencement Date”** means the date of execution of this Agreement or date that the DPMC first performed any Services in relation to the Project prior to the date of this Agreement or such other date as the Parties may agree in writing, as the case may be;

# AISATS NOIDA LOGISTICS PARK PRIVATE LIMITED

Regd Off :Plot No. 53-54, Phase - IV Udyog Vihar Palam Road Gurgaon – 122015 Haryana

Email - [info.noidalogisticspark@aisats.in](mailto:info.noidalogisticspark@aisats.in); M - 8588860067

CIN : U52109HR2023PTC110765

‘**Drawings**’ means the drawings, plans, sketches and other such documentation and material prepared from time to time for the Project.

“**DPMC’s Personnel**” means any officer, employee, servant, agent or permitted subcontractor of the DPMC assigned by or appointed or nominated by the DPMC at any time to perform or provide the Services or any part thereof;

“**Proposal**” shall mean the proposal submitted by the DPMC in response to the RFP and accepted by the Company.

“**Disputed Issue**” shall have the meaning set forth in Clause 26;

“**Defect Liability Period**” shall have the meaning assigned to it in the Construction Contract typically being 12 months from the issue of the completion certificate for the building by the statutory authorities;

“**INR, Re. or Rs.**” means Indian Rupees;

“**Intellectual Property Rights**” means all rights in, arising out of, or associated with patents, trade secrets, trade marks, service marks, logos, get-up, trade names, internet domain names, rights in designs, proprietary information, technical data, improvements, technology, industrial design, copyright, works of authorship (including rights in computer software in source code and executable code form whether embodied in software, firmware or otherwise), and moral rights, database rights, semi-conductor topography rights, utility models, rights in know-how and other intellectual property rights; and any similar, corresponding or equivalent rights to any of the foregoing anywhere in the world in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;

“**Parties**” means the Company and the DPMC, and **Party** means either of them;

“**Party**” means the Company or the DPMC, as the case may be, and Parties means both of them;

“**Third Party**” means any person or entity other than the Company or DPMC.

“**Services**” shall mean the project management and liasoning services required to be performed by the DPMC in accordance with the Tender Documents and as detailed in the scope of work set out in **Schedule 2** to this Agreement and as modified from time to time and if any Additional Services are awarded to the DPMC, then the same shall be included within the meaning of term Services.

1.2 In this Agreement, unless the context otherwise requires:



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- (a) references to persons shall include individuals, bodies corporate (wherever incorporated), unincorporated associations and partnerships;
  - (b) the headings are inserted for convenience only and shall not be used in, and shall not affect the construction or interpretation of this Agreement;
  - (c) words importing the singular number shall include the plural and vice versa;
  - (d) and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations, or other entities (whether or not having separate legal entity);
  - (e) words importing the masculine gender shall include the feminine and neuter genders and vice versa;
  - (f) 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, novated, supplemented, replaced, modified or suspended from time to time at the time of such reference.
  - (g) any references to “Clauses”, “Recitals” and “Schedules” in this Agreement shall except where the context otherwise requires, be deemed to be references to clauses, recitals and schedules respectively to this Agreement unless otherwise specified;
  - (h) any reference to an enactment or statutory provision is a reference to it as it may have been, or may from time to time be modified, consolidated or re-enacted; and
  - (i) the words “include” and “including” are to be construed without limitation.
- 1.3 The terms “herein”, “hereof”, “hereto”, “hereunder” and words of similar purport refer to this Agreement as a whole.
- 1.4 The words “include” and “including” are to be construed without limitation.
- 1.5 Any reference to days, months or year are to calendar days, calendar months and calendar years, respectively.
- 1.6 Any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effectual only if it is in writing under the hands of duly authorised representative of such Party in this behalf and not otherwise.

Any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such days and/or dates.

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## **SCHEDULE 2 – SCOPE OF SERVICES**

**[Insert Scope of Works as awarded]**

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## **SCHEDULE 3 - FEES & PAYMENT SCHEDULE**

[Insert Final Fees for each scope of work awarded to the DPMC and Payment  
Schedules for each scope of work]

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**SCHEDULE 4 - KEY PERSONNEL OF DPMC**

[to be inserted here as per finalised Proposal]

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## **SCHEDULE 5 - MANPOWER DEPLOYMENT SCHEDULE**

### **Manpower Deployment Schedule for project management scope**

**[to be completed as per mutual agreement]**

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## SCHEDULE 7 - FORM FOR PERFORMANCE SECURITY

To

[Air India SATS Airport Services Private Limited] (“Company”)

Dear Sirs,

Performance Guarantee No : \_\_\_\_\_

Amount of Guarantee : \_\_\_\_\_

Valid From : \_\_\_\_\_

Valid Till : \_\_\_\_\_

Claim Period : \_\_\_\_\_

Whereas, \_\_\_\_\_, a company incorporated under the laws of India and having its registered office at \_\_\_\_\_ (the ‘DPMC’), has agreed to supply certain consultancy services as required by the Company, as detailed in the Agreement for \_\_\_\_\_ dated [\_\_\_\_\_] entered into between Company and the DPMC’ (the ‘Agreement’).

As per the terms of the Agreement, the DPMC’ has to provide Company performance security for due performance of its obligations under the Agreement. In consideration for Company entering into the Agreement and at the request of the Consultant, we, [Insert Bank’s name], hereby establish this performance bank guarantee and unconditionally undertake to pay to the Company in India on demand (given in the manner described below) the amount claimed by the Company up to a maximum aggregate amount of Rupees \_\_\_\_\_ Only (\_\_\_\_\_/-) (hereinafter referred to as the “Guarantee(d) Amount”) as performance security.

We, [Insert Bank’s name], [Insert Bank Address] (hereinafter referred to as the ‘Bank / Guarantor’ which term shall mean and include, unless to repugnant to the context or meaning thereof, its successors-in-interest and permitted assigns) do hereby unconditionally undertake to pay the Company, without any reservation or protest, immediately upon first written demand, on or before, an amount or amounts (by way of one or more claims) not exceeding Rupees \_\_\_\_\_ Only (\_\_\_\_\_/-).

We hereby guarantee, indemnify and undertake to pay the Guarantee Amount or amounts due and determined by the Company on the first demand without demur and notwithstanding any dispute by the Consultant.

The Company shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, during its currency, from time to time to vary any of the terms and conditions of the Agreement or to extend time of performance by the ‘DPMC’ or to postpone for any time and from time to time any of powers exercisable by it against the DPMC’ and either to enforce or forbear from enforcing any of terms and conditions governing the said permission for rendering service or securities available to the Company and the Bank shall not be released from its liability under these presents by any exercise by the Company of any liberty with reference to the matters aforesaid by reason of time being given to the DPMC’ any other forbearance, act or omission on the part of the Company or any indulgence by the Company to

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the DPMC or any other matter or thing whatsoever, which under the law relating to sureties would, but for this provision, have effect of so releasing the Bank from such liability.

It shall not be necessary for the Company to proceed against the DPMC' before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security, which the Company may have obtained from the DPMC' at the time when proceedings are taken against the Bank hereunder and are outstanding or unrealized.

We, the Bank, lastly undertake not to revoke this Guarantee during its currency, except with the previous written consent of the Company, and agree that, any change in the constitution of the DPMC' or the Company or the Bank shall not discharge our liability hereunder. If any further extension of this Guarantee is required the same may be extended to such required periods, at our sole discretion, on receiving instructions from the DPMC', on whose behalf this Guarantee is issued.

The Company shall be entitled to make unlimited number of demands under this Bank Guarantee, provided that the aggregate of all sums paid shall not exceed the Guaranteed Amount.

The Bank shall make the payment hereunder against the receipt of a demand without any proof for document, notwithstanding any dispute by the DPMC', and such a demand shall be a conclusive evidence of the Banks liability to pay the Company.

The Bank Guarantee shall be continuing irrevocable obligation.

Any waivers, extensions of time or other forbearance given or variations required under the Contract or any invalidity, unenforceability or illegality of the whole or any part of the Contract or rights, of any Party thereto, or amendment or other modification of the Contract, or any other fact, circumstance, provision of statue of law which might, entitle the Bank to be released in whole or in part from its undertaking, were its liability to be secondary and not primary, shall not in any way release the Bank from its obligations under this Bank Guarantee.

Notwithstanding anything contained herein:

- a) Our liability under this Guarantee is limited to a maximum of Rupees \_\_\_\_\_.
- b) The Guarantee is valid and will be in force up to and we are liable to pay any part of Guarantee Amount if and only if the claim is lodged latest by\_\_\_\_\_.
- c) We will be discharged from all our liabilities under this Guarantee, unless any written claim under guarantee is lodged by\_\_\_\_\_ (Please insert expiry date).

Any claims under this Guarantee may be made by the Company by written demand notice executed in original, and delivered to the Bank by hand, courier or registered post or electronically. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee.

This Guarantee shall be governed by and construed in accordance with the laws of India and competent Courts in the city of [\_\_\_\_\_] shall have exclusive jurisdiction.



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Signature

Name & Designation

\_\_\_\_\_  
Authorisation No. \_\_\_\_\_

Name & Place \_\_\_\_\_

Bank Seal \_\_\_\_\_

The above Guarantee is accepted by the

Dated at \_\_\_\_\_ on \_\_\_\_\_

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SCHEDULE 8 – ESCALATION MATRIX

**[to be inserted]**

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